

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

## **AGENDA**

### **REGULAR MEETING**

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

**Tuesday, June 19, 2018  
3:00 p.m.**

### ***COUNTY COMMISSIONERS***

Nick Maddox, Chairman  
At-Large

Jimbo Jackson, Vice Chair  
District 2

Bryan Desloge  
District 4

Mary Ann Lindley  
At-Large



John E. Dailey  
District 3

Kristin Dozier  
District 5

Bill Proctor  
District 1

Vincent S. Long  
County Administrator

Herbert W. A. Thiele  
County Attorney

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The Leon County Commission meets the second and fourth Tuesday of each month. Regularly scheduled meetings are held at 3:00 p.m. The meetings are televised on Comcast Channel 16. A tentative schedule of meetings and workshops is attached to this agenda as a "Public Notice." Commission Meeting Agendas are available on the Leon County Home Page at: [www.leoncountyfl.gov](http://www.leoncountyfl.gov). Minutes of County Commission meetings may be found at the Clerk of Courts Home Page at [www.clerk.leon.fl.us](http://www.clerk.leon.fl.us).

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 (Sec. 286.0105, Florida Statutes).

In accordance with Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact the ADA Coordinator by written or oral request at least 48 hours prior to the proceeding, at 850-606-5011 or Facilities Management at 850-606-5000, or 7-1-1 (TTY and Voice) via Florida Relay Service. Accommodation Request Forms are available on the website [www.LeonCountyFL.gov/ADA](http://www.LeonCountyFL.gov/ADA).



**Board of County Commissioners**  
**Leon County, Florida**  
**Agenda**  
**Regular Public Meeting**  
**Tuesday, June 19, 2018, 3:00 p.m.**

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**INVOCATION AND PLEDGE OF ALLEGIANCE**

Invocation by Pastor Barbara Awoniyi of New Life United Methodist Church

Pledge of Allegiance by Commissioner Bill Proctor

**AWARDS AND PRESENTATIONS**

- Proclamation Recognizing Leon County Legacy Communities  
*(Chairman Nick Maddox)*
- Public Safety Update  
*(Sheriff Walt McNeil)*

**CONSENT**

1. Minutes: April 24, 2018 FY 2019 Budget Policy Workshop and May 8, 2018 Regular Meeting  
*(Clerk of Court)*
2. FY 2016-2017 Annual Audit and Financial Statements  
*(Clerk of Court)*
3. Payment of Bills and Vouchers  
*(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)*
4. Request to Schedule the Second Public Hearing on a Federal FY 2017 Small Cities Community Development Block Grant Application  
*(County Administrator/ County Administration/ Office of Human Services & Community Partnerships)*
5. Request to Schedule a First and Only Public Hearing to Consider a Proposed Resolution Renouncing and Disclaiming any Right of the County in a Portion of the Unimproved Alley Abutting Lots 51, 52, 53, and 54 per the Plat of the Plantation of the Florida Pecan Endowment Company, for July 10, 2018, at 6:00 p.m.  
*(County Administrator/ County Attorney/ Office of Financial Stewardship/ Real Estate)*
6. Request to Schedule First and Only Public Hearing to Consider Adoption of Ordinance Amending Chapter 11, Article XXIII of the Code of Laws of Leon County to Establish a Prohibition on Simulated Gambling Devices, for July 10, 2018, at 6:00 p.m.  
*(County Attorney)*
7. Bid Award Recommendation to Select Akerman LLP as Legal Counsel for the Tallahassee-Leon County Board of Adjustment and Appeals  
*(County Attorney)*

8. Bid Award Recommendation to Select Akerman LLP as Legal Counsel for the Leon County Code Enforcement Board and Nuisance Abatement Board  
(County Attorney)
9. Adoption of Proposed Revisions to Policy No. 16-5, "Real Estate Policy"  
(County Attorney/ County Administrator/ Office of Financial Stewardship/ Real Estate)
10. Enabling Resolution Establishing the Miccosukee Citizens Working Group  
(County Administrator/ PLACE/ Planning/ Office of Resource Stewardship)
11. Resolution Adopting the Leon County Rights-of-Way Manual  
(County Administrator/ County Attorney/ Public Works/ Engineering Services)
12. Maintenance Agreement with Florida Department of Transportation for the Landscaping of Capital Circle Northwest from South of Cascade Drive to North of Shuler Road  
(County Administrator/ Public Works)
13. Proposed Extension of Contracted Services with Scott Carswell Presents LLC  
(County Administrator/ County Administration/ Tourism)
14. Authorization to Reject all Bids for Solicitation BC-02-15-18-19, Raymond Tucker Road Drainage Improvement Project  
(County Administrator/ Office of Financial Stewardship/ Purchasing)
15. Status Report on Alternative Approaches to the 2019 Created Equal Event and Free and Reduced Tickets  
(County Administrator/ Community & Media Relations)

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

- none

**CONSENT ITEMS PULLED FOR DISCUSSION**

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

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

**GENERAL BUSINESS**

16. Status Report on the Affordable Housing Workgroup Recommendations  
(County Administrator/ Office of Human Services & Community Partnerships)
17. Engineering Services for Design of the Woodville Sewer Project  
(County Administrator/ Public Works/ Engineering Services/ Stormwater)
18. Resolution Supporting the Restoration of Voting Rights of Felons Upon Completion of Their Sentences  
(County Attorney)

19. Selection of Special Outside Legal Counsel for Opioid Epidemic Litigation  
(County Attorney)
20. Full Board Appointments to the Architectural Review Board, the CareerSource Capital Region Board and the Planning Commission  
(County Administrator/ County Administration)

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

21. First and Only Public Hearing to Consider Adoption of Ordinance Imposing Reasonable Limitations on the Submission of Documentary Evidence in Quasi-Judicial Proceedings  
(County Attorney)
22. First and Only Public Hearing to Consider an Ordinance Amending Chapter 16, Article V, to Address a Recent Law Change Disallowing Security Funds from Dealers of Communications Services and to Make Other Minor Amendments  
(County Attorney/ County Administrator/ County Administration)
23. First and Only Public Hearing to Consider a Proposed Resolution Adopting the Inventory List of County-Owned Properties Appropriate for Affordable Housing  
(County Administrator/ County Attorney/ Office of Financial Stewardship/ Office of Human Services & Community Partnerships)
24. First and Only Public Hearing to Approve the Resolution Adopting the Stormwater Non-ad Valorem Assessment Roll and Authorize Certification of the Entire Roll to Tax Collector  
(County Administrator/ Office of Financial Stewardship/ Public Works/ Stormwater)
25. First and Only Public Hearing to Approve the Resolution Adopting the Solid Waste Disposal Services Non-ad Valorem Assessment Roll and Authorize Certification of the Entire Roll to Tax Collector  
(County Administrator/ Office of Financial Stewardship/ Office of Resource Stewardship)
26. First and Only Public Hearing to Approve the Resolution Adopting the Fire Rescue Services Non-ad Valorem Assessment Roll and Authorize Certification of the Entire Roll to Tax Collector  
(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)
27. First and Only Public Hearing to Consider an Ordinance Establishing an Independent Children's Service Council District Upon Voter Approval at the November 6, 2018 General Election  
(County Administrator/ County Administration)

**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**

- Capital Region Community Development District Proposed Budget Fiscal Year 2019
- Capital Region Community Development District Meeting Minutes for April 12, 2018
- Fallschase Community Development District Proposed Budget Fiscal Year 2019

**ADJOURN**

*The next Regular Board of County Commissioner's meeting is scheduled for  
**Tuesday, July 10, 2018 at 3:00 p.m.***

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

**PUBLIC NOTICE**  
**Leon County Board of County Commissioners**  
**2018 Tentative Regular Meeting Schedule**

<b>Date</b>	<b>Day</b>	<b>Time</b>	<b>Meeting in 5<sup>th</sup> Floor Chambers</b>
<b>January 23</b>	Tuesday	1:00 p.m.	<i>Joint Workshop Comp Plan Amendments</i>
<b>January 23</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>February 13</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>February 27</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>February 27</b>	Tuesday	6:00 p.m.	<i>Transmittal Hearing on 2018 Cycle Comp Plan Amendments</i>
<b>March 27</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>April 10</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>April 10</b>	Tuesday	6:00 p.m.	<i>Adoption Hearing on 2018 Cycle Comp Plan Amendments</i>
<b>April 10</b>	Tuesday	6:00 p.m.	<i>Public Hearing on Proposed Charter Amendments</i>
<b>April 24</b>	Tuesday	9:00 a.m.	<i>Preliminary Budget Workshop</i>
<del><b>April 24</b></del>	<del>Tuesday</del>	<del>3:00 p.m.</del>	<del>Regular Board Meeting</del>
<b>May 8</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>May 22</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>June 19</b>	Tuesday	9:00 a.m.	<i>Budget Workshop</i>
<b>June 19</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>July 10</b>	Tuesday	9:00 a.m.	<i>Budget Workshop (if necessary)</i>
<b>July 10</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<del><b>August 21</b></del>	<del>Tuesday</del>	<del>6:00 p.m.</del>	<del><i>Public Hearing on Charter Amendments</i></del>
<b>September 4</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>September 4</b>	Tuesday	6:00 p.m.	<i>First Public Hearing on Tentative Millage Rate and Budgets</i>
<b>September 24</b>	Monday	3:00 p.m.	Regular Board Meeting
<b>September 24</b>	Monday	6:00 p.m.	<i>Second Public Hearing on Final Millage Rate and Final Budgets</i>
<b>October 9</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>October 23</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>November 20</b>	Tuesday	3:00 p.m.	Board Reorganization and Regular Board Meeting
<b>December 10</b>	Monday	9:00 a.m.	Board Retreat
<b>December 11</b>	Tuesday	3:00 p.m.	Regular Board Meeting



**PUBLIC NOTICE**  
**Leon County Board of County Commissioners**  
**2018 Tentative Regular Meeting Schedule**

*All Workshops, Meetings, and Public Hearings are held in the Leon County Courthouse,  
5<sup>th</sup> Floor Commission Chambers, at 301 South Monroe Street, and are subject to change.*

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
31	1	2	3	4	5	6						1	2	3					2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28				25	26	27	28	29	30	31

APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7			1	2	3	4	5						1	2
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23
29	30						27	28	29	30	31			24	25	26	27	28	29	30

JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4							1
8	9	10	11	12	13	14	5	6	7	8	9	10	11	2	3	4	5	6	7	8
15	16	17	18	19	20	21	12	13	14	15	16	17	18	9	10	11	12	13	14	15
22	23	24	25	26	27	28	19	20	21	22	23	24	25	16	17	18	19	20	21	22
29	30	31					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						

OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3							1
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
28	29	30	31				25	26	27	28	29	30	1	23	24	25	26	27	28	29
														30	31	1	2	3	4	5

## PUBLIC NOTICE

### Leon County Board of County Commissioners 2018 Tentative Schedule

Month	Day	Time	Meeting Type
January 2018	Monday 1	Offices Closed	NEW YEAR'S DAY
	Tuesday 9	No meeting	BOARD RECESS
	Monday 15		MARTIN LUTHER KING, JR. DAY
	Tuesday 16	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 23	1:00 p.m.	Joint City/County Workshop on the 2018 Cycle Comprehensive Plan Amendments
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	First and Only Public Hearing to Consider the Recommended Order and Exceptions on the Site and Development Plan Application for Brookside Village Residential Subdivision
	Thursday 25	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Thursday 25 & Friday 26	Seminar 2 of 3	FAC Advanced County Commissioner Program Alachua County; Gainesville, FL
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February 2018	Wednesday 7	7:30 a.m.-7:00 p.m.	FAC Legislative Day Challenger Learning Center – 200 S. Duval St.
	Friday 9	9:00 a.m.	Community Legislative Dialogue Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 13	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 20	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 27	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	Joint City/County Transmittal Hearing on Cycle 2018 Comprehensive Plan Amendments
		6:00 p.m.	First & Only Public Hearing on Proposed Ordinance Amending of Official Zoning Map to change Zoning Classification from Urban Fringe (UF) District to Light Industrial (M-1) District
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March 2018	Thursday 1	3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Saturday 3 – Wednesday 7		NACO Legislative Conference Washington Hilton - Washington, DC
	Monday 19	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 22	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Tuesday 27	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers

Month	Day	Time	Meeting Type
March 2018 (cont.)	Tuesday 27	6:00 p.m.	First and Only Public Hearing to Consider Adoption of Resolution Authorizing Road Improvements for Tower Oaks Subdivision.
		6:00 p.m.	First and Only Public Hearing for the Type 'C' Site and Development Plan Application for the Benners Sand Mine on Tram Road
April 2018	Tuesday 10	<del>12:00 – 3:00 p.m.</del> Cancelled	<del>Workshop on Charter Review Committee Final Report</del>
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	Joint City/County Adoption and Transmittal Hearings on 2018 Cycle Comprehensive Plan Amendments
		6:00 p.m.	First of Two Public Hearings on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Urban Fringe (UF) District to the Rural (R) District (East Mahan Dr.)
		6:00 p.m.	First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Single- and Two-Family Residential District (R-3) and High Intensity Urban Activity Center District (AC) to the Office Residential 2 (OR-2) Zoning District (Barcelona Offices)
	<i>Continued until July 10, 2018</i>	6:00 p.m.	First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Lake Protection (LP) Zoning District to the Lake Protection Node (LPN) Zoning District (Bannerman & Bull Headley)
		6:00 p.m.	Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing to Consider Issuance of Bonds for Holy Comforter
		6:00 p.m.	First and Only Public Hearing to Consider an Ordinance to Amend Article IV of Chapter 2 of the Code of Laws of Leon County, Florida, Regarding the County Attorney
		6:00 p.m.	First and Only Public Hearing to Consider an Ordinance Amending Chapter 12 (Offenses - Miscellaneous) of the Code of Laws of Leon County, Entitled "Criminal History Records Check and Waiting Period for Purchase of Firearms"
		6:00 p.m.	First and Only Public Hearing to Consider an Ordinance to Amend the Leon County Charter to Provide for a Code of Ethics Upon Voter Approval at the November 6, 2018 General Election
	Tuesday 17	<del>1:30 p.m.</del> Cancelled	<del>Capital Region Transportation Planning Agency City Commission Chambers</del>
	Thursday 19 & Friday 20	Seminar 3 of 3	FAC Advanced County Commissioner Program Alachua County; Gainesville, FL
	Tuesday 24	9:00 a.m. – 3:00 p.m.	Preliminary Budget Workshop

Month	Day	Time	Meeting Type
April 2018 (cont.)	Tuesday 24	3:00 p.m. <i>Cancelled</i>	<del>Regular Meeting County Courthouse, 5<sup>th</sup> Floor Commission Chambers</del>
May 2018	Tuesday 8	1:00 p.m.	Workshop on the United Way 2017 Asset Limited, Income Constrained, Employed (ALICE) Report
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	Second and Final Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Urban Fringe (UF) District to the Rural (R) District (East Mahan Dr.)
		6:00 p.m.	First & Only Public Hearing on proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Single Family Two-Family Residential (R-3) Zoning District to the Office Residential (OR-2) Zoning District (5819 W. Tennessee St. – Ceballos Mixed Use Development)
		6:00 p.m.	First & Only Public Hearing on Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from Residential Acre (RA) Zoning District to Single Family Two-Family Residential (R-3) Zoning District (3700 Deshazier Ln)
	Tuesday 15	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 22	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Thursday 24	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Monday 28	Offices Closed	MEMORIAL DAY
June 2018	Monday 18	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 19	9:00 a.m. – 3:00 p.m.	Budget Workshop
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	First & Only Public Hearing to Consider an Ordinance to Establish an Independent Children's Service Council District Upon Voter Approval at the November 6, 2018 General Election
		6:00 p.m.	First & Only Public Hearing to Consider Adoption of Ordinance Imposing Reasonable Limitations on the Submission of Documentary Evidence in Quasi-Judicial Proceedings
		6:00 p.m.	First & Only Public Hearing to Consider an Ordinance Amending Chapter 16, Article V, to Address a Recent Law Change Disallowing Security Funds from Dealers of Communications Services and to Make Other Minor Amendments
		6:00 p.m.	First & Only Public Hearing to Consider a Proposed Resolution Adopting Inventory List of County-Owned Properties Appropriate for Affordable Housing

Month	Day	Time	Meeting Type
June 2018 (cont.)	Tuesday 19	6:00 p.m.	First and Only Public Hearing to Approve the Resolution Adopting the Stormwater Non-ad Valorem Assessment Roll and Authorize Certification of the Entire Roll to Tax Collector
		6:00 p.m.	First & Only Public Hearing to Approve Resolution Adopting the Solid Waste Disposal Services Non-ad Valorem Assessment Roll and Authorize Certification of the Entire Roll to Tax Collector
		6:00 p.m.	First & Only Public Hearing to Approve the Resolution Adopting the Fire Rescue Services Non-ad Valorem Assessment Roll and Authorize Certification of the Entire Roll to Tax Collector
	Thursday 21	1:00 – 3:00 p.m.	Workshop Blueprint 2020 Implementation Plan for Infrastructure & Economic Development Programs City Commission Chambers
		3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency meeting City Commission Chambers
		3:00 p.m.	Joint Adoption Hearing for the 2018 Comprehensive Plan Amendments on the proposed text amendment to the Intergovernmental Coordination Element City Commission Chambers
	Tuesday 26 - Friday 29		FAC Annual Conference & Educational Exposition Orange County; Hyatt Regency, Orlando, FL
July 2018	Wednesday 4	Offices Closed	INDEPENDENCE DAY
	Monday 9	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Tuesday 10	9:00 a.m. – 3:00 p.m.	Budget Workshop (if necessary)
		3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
		6:00 p.m.	First & Only Public Hearing on Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Lake Protection (LP) Zoning District to the Lake Protection Node (LPN) Zoning District (Bannerman & Bull Headley)
		<u>6:00 p.m.</u>	<u>First &amp; Only Public Hearing to Consider Adoption of Ordinance Amending Chapter 11, Article XXIII of Code of Laws of Leon County to Establish a Prohibition on Simulated Gambling Devices</u>
		<u>6:00 p.m.</u>	<u>First &amp; Only Public Hearing to Consider Proposed Resolution Renouncing and Disclaiming any Right of the County in a Portion of the Unimproved Alley Abutting Lots 51, 52, 53 &amp; 54 per the Plat of the Plantation of the Florida Pecan Endowment Company</u>
		<u>6:00 p.m.</u>	<u>Second Public Hearing on a Federal FY 2017 Small Cities Community Development Block Grant Application</u>
	Friday 13 - Tuesday 16		NACo Annual Conference & Exposition Gaylord Opryland - Davidson County - Nashville, TN
	Tuesday 24	No Meeting	BOARD RECESS



Month	Day	Time	Meeting Type
August 2018	Wednesday 1 – Saturday 4		National Urban League Annual Conference Columbus, Ohio
	Thursday 9 - Sunday 12		Chamber of Commerce Annual Conference Amelia Island, FL
	Tuesday 21	6:00 p.m. Cancelled	Public Hearing on Charter Amendments (if necessary)
	Tuesday 28	Primary Election	PRIMARY ELECTION DAY
September 2018	Monday 3	Offices Closed	LABOR DAY
	Tuesday 4	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.*	First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 18/19*
	<del>Wednesday 12</del> <del>19</del> <del>Sunday 16</del> <del>23</del>		Congressional Black Caucus Annual Legislative Conference Washington DC
	Thursday 13	4:00 p.m. & 6:00 p.m.	Community Redevelopment Agency Meeting & Public Hearing, City Commission Chambers
	Tuesday 18	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 20	5:00 – 8:00 p.m.	Blueprint Intergovernmental Agency Meeting & 5:30 p.m. Budget Public Hearing, City Commission Chambers
	<del>Tuesday 25</del> Monday 24	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Monday 24	6:00 p.m.*	Second & Final Public Hearing on Adoption of Final Millage Rates and Budgets for FY 18/19*
	Wednesday - 26 Thursday 27		FAC Innovation, Education & Leadership Summit Charlotte Harbor Event & Conference Center – Charlotte County- Punta Gorda, FL
* These public hearing dates may change because of the School Board's scheduling of its budget adoption public hearings.			
October 2018	Tuesday 9	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 16	9:00 - 11:00 a.m.	Capital Region Transportation Planning Agency Workshop TBA
	Tuesday 23	1:30 p.m.	Workshop on the 2019 State & Federal Legislative Priorities
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
November 2018	Tuesday 6	General Election	ELECTION DAY
	Monday 12	Offices Closed	VETERAN'S DAY OBSERVED
	Thursday 15	9:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Tuesday 20	3:00 p.m.	Regular Meeting & Reorganization County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Thursday 22	Offices Closed	THANKSGIVING DAY
	Friday 23	Offices Closed	FRIDAY AFTER THANKSGIVING DAY
	Monday 26	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers

Month	Day	Time	Meeting Type
<b>November 2018 (cont.)</b>	<i>Wednesday 28 - Friday 30</i>		<i>FAC Legislative Conference - Marriott Tampa Waterside – Hillsborough County-Tampa, FL</i>
<b>December 2018</b>	Monday 10	9:00 a.m. – 4:00 p.m.	Board Retreat TBD
	Tuesday 11	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Thursday 13	3:00 – 6:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Tuesday 18	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	<b>Monday 24</b>	<b>Offices Closed</b>	<b>CHRISTMAS EVE</b>
	<b>Tuesday 25</b>	<b>Offices Closed</b>	<b>CHRISTMAS DAY</b>
	<b>Monday 31</b>	<b>Offices Closed</b>	<b>NEW YEAR'S EVE</b>
<b>January 2019</b>	<b>Tuesday 1</b>	<b>Offices Closed</b>	<b>NEW YEAR'S DAY</b>
	<b>Tuesday 8</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>
	<b>Monday 21</b>		<b>MARTIN LUTHER KING, JR. DAY</b>
	Tuesday 22	3:00 p.m.	Regular Meeting

## **Citizen Committees, Boards, and Authorities** **2018 Term Expirations and Vacancies**

[www2.leoncountyfl.gov/committees/list.asp](http://www2.leoncountyfl.gov/committees/list.asp)

### **CURRENT VACANCIES**

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

Board of County Commissioners (1 appointment)

*(Seat 7: person employed by or represents, a community-based, environment-related organization)*

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

*(seat for an employer in the hospitality or retail industry)*

Board of County Commissioners (1 appointment)

#### **Water Resources Committee**

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

### **UPCOMING TERM EXPIRATIONS**

#### **JUNE 30, 2018**

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

*(seat for a Member of the Planning Commission)*

Board of County Commissioners (1 appointment)

#### **Architectural Review Board**

Board of County Commissioners (3 appointments)

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

Board of County Commissioners (2 appointments)

#### **Planning Commission**

Board of County Commissioners (1 appointment)

#### **JULY 31, 2018**

#### **Big Bend Health Council, Inc.**

Board of County Commissioners (4 appointments)

#### **Leon County Educational Facilities Authority**

Board of County Commissioners (1 appointment)

#### **Water Resources Committee**

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

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

**SEPTEMBER 30, 2018**

**Council on Culture & Arts**

Board of County Commissioners (2 appointments)

**Joint School Coordinating Committee**

Board of County Commissioners (1 appointment)

**Leon County Research and Development Authority**

Board of County Commissioners (3 appointments)

**Science Advisory Committee**

Commissioner - District III: Dailey, John (1 appointment)

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

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

Board of County Commissioners (4 appointments)

Commissioner - District I: Proctor, Bill (1 appointment)

Commissioner - District III: Dailey, John (1 appointment)

Commissioner - District V: Dozier, Kristin (1 appointment)

**OCTOBER 31, 2018**

**Canopy Roads Citizens Committee**

Board of County Commissioners (1 appointment)

**Tourist Development Council**

Board of County Commissioners (2 appointments)

**DECEMBER 31, 2018**

**Audit Advisory Committee**

Board of County Commissioners (2 appointments)

**Joint City/County Bicycling Workgroup**

Board of County Commissioners (3 appointments)

**Library Advisory Board**

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

Commissioner - District I: Proctor, Bill (1 appointment)

Commissioner - District V: Dozier, Kristin (1 appointment)

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #1**

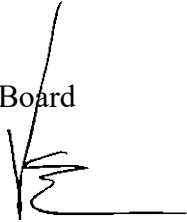


# Leon County Board of County Commissioners

## Agenda Item #1

June 19, 2018

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

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

**Title:** Minutes: April 24, 2018 FY 2019 Budget Policy Workshop and May 8, 2018 Regular Meeting

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<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Jordan Steffens, Finance Director, Clerk of the Court & Comptroller
<b>Lead Staff/ Project Team:</b>	Rebecca Vause, Clerk to the Board

### **Statement of Issue:**

This agenda item seeks Board review and approval of the following minutes: April 24, 2018 FY 2019 Budget Policy Workshop and May 8, 2018 Regular Meeting.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Approve the minutes of the April 24, 2018 FY 2019 Budget Policy Workshop and May 8, 2018 Regular Meeting

### **Attachments:**

1. April 24, 2018 FY 2019 Budget Policy Workshop
2. May 8, 2018 Regular Meeting

**LEON COUNTY  
BOARD OF COUNTY COMMISSIONERS  
FY 2019 BUDGET POLICY WORKSHOP  
April 24, 2018**

The Leon County Board of County Commissioners met for a FY 2019 Budget Workshop on Tuesday, April 24, 2018.

Attending were Chairman Nick Maddox, Vice Chairman Jimbo Jackson and Commissioners Kristin Dozier, Mary Ann Lindley, John Dailey, Bill Proctor and Bryan Desloge. Also attending were County Attorney Herb Thiele, and Board Clerk Rebecca Vause.

Chairman Maddox called the FY 2019 Budget Workshop to order at 9:07 a.m.

Opening remarks were provided by Chairman Maddox, who then welcomed County Administrator Long to facilitate the workshop.

Facilitators: Vincent Long, County Administrator  
Alan Rosenzweig, Deputy County Administrator  
Scott Ross, Director, Office of Financial Stewardship

County Administrator Long announced that the purpose of the workshop was to seek direction from the Board on development of the FY 2019 budget. He indicated that another budget workshop is scheduled for June 19, 2018, whereby the Board will be provided with a more detailed budget. He noted that the official estimates of property values have not been received from the Property Appraiser's Office nor has the Constitutional Officers or County departmental budgets been submitted. It was mentioned that the tentative budget is projected to be balanced with no increase in the millage rate and contemplates modest growth in revenues due to a slowly improving economy. County Administrator Long stated that while the tentative budget is very conservative, the anticipated growth will allow the County to build back reserves drawn down through the recession and slow economic recovery. He mentioned that the projected growth will also allow the County to restore capital budgets to an amount to ensure proper maintenance and provides the ability to continue to retire debt aggressively. He shared that the proposed budget reflects the addition of two new FTE's; one a park attendant at the Apalachee Regional Park and the other a stormwater engineer to work on the hundreds of septic to sewer conversions currently being undertaken by the County. He stated that the tentative budget is conservative, aligns closely with the Board's top priorities and places prudent emphasis on laying a strong foundation for the County's fiscal future.

**Workshop Item #1: Fiscal Year 2019 Preliminary Budget Overview**

Deputy County Administrator Rosenzweig provided an overview of the preliminary budget. He spoke of the County's approach to budgeting, pointing out that each budget is interdependent on prior actions and influences the future financial condition of the County. He also noted that the Board was, during the slow economic recovery, deliberate in providing relief to citizens by not raising fees and passing on property tax savings to the community. He indicated that there would be an ongoing effort to reduce the use of fund balance and to increase capital transfer. Mr. Rosenzweig mentioned that previous Board actions have provided the necessary resources to continue maintaining the County as a financially viable organization, noting that a recently conducted financial review of Leon county by

Moody's Investors Services provided the County a GO rating of Aa2 and stated, "*The credit position of Leon County is very good...*" and "*The financial position of the County is very strong...*" He then highlighted areas such as:

- Initial FY 2019 Policy Guidance;
- Cost Avoidance, Savings and Fee Reductions;
- Expected Revenues and Expenditures;
- Preliminary Staffing, and
- Use of Fund Balance

He noted that the County was in the very early stages of the budget development process, as the Constitutional officers have not formally submitted their budgets, and preliminary property values will not be provided by the Property Appraiser until June 1. Additionally, budget staff is still reviewing the Departmental operating and capital budget submissions.

*Commissioner Desloge moved, duly seconded by Commissioner Lindley, approval of Item 1: Accept staff's report on the preliminary budget.*

Commissioner Dozier expressed her appreciation for the overview. She discussed the County's fiscal responsibility throughout the years which enabled it to withstand the budget shortfalls during the recession. She requested a chart showing the change in property values over the last eight years (while the County maintained a level millage rate) for the next budget workshop.

Commissioner Proctor thanked staff for its outstanding work in development of the preliminary budget. He advocated for gender pay equality for Leon County employees and submitted that the budget should not be balanced "on the backs of women". He asked the Board's consideration for an ordinance to equalize gender pay or as an alternative to place this issue before the voters. A memorandum was distributed by Commissioner Proctor encouraging the Board's consideration for the proposed ordinance.

County Administrator Long advised that the County is in the process of a gender equity pay study, at the direction of the Board at its last meeting.

Commissioner Jackson commented on the importance of the "Livable Infrastructure for Everyone" (L.I.F.E.) initiative and the Rural Road Safety Stabilization projects that would be funded through the program. He also commended staff for the proposal to reduce Emergency Services Medical (EMS) fees.

*The motion carried 7-0.*

## **Workshop Item #2: Reduction in Emergency Medical Services Fees and Modifications to the Hardship Policy**

County Administrator Long provided an overview of the item. The item recommends a 24% reduction in the most commonly charged Emergency Medical Services (EMS) fees to bring EMS rates in line with industry standards and provide cost savings to EMS customers. The item also recommends modifying the County's hardship policy to provide greater relief for those customers most in need of financial assistance. He added that the fees, while in line with the broad fees charged by EMS providers, are on the higher end of the fee scale. County Administrator Long advised that the proposed fee reduction would result in a \$264 reduction to the most commonly charged EMS rate; however, would reduce revenues by approximately \$800,000. He shared that staff intends to offset the reduction through a series of revenue and expenditure adjustments as outlined in the item.

EMS Chief Chad Abrams pointed out that the item does not contemplate any reduction in services. He mentioned the positive impact that the modification to the Hardship Policy would have on those who have difficulty in paying the EMS fees and relayed that the level of effective and efficient services within EMS, when compared to other similar counties, have assisted in being able to offer the reduced EMS service fees and modification to the hardship policy.

*Commissioner Dailey moved, duly seconded by Commissioner Desloge, approval of Options 1 & 2: 1) Approve the proposed Fee Schedule and Rate Resolution effective June 1, 2018, and 2) Approve the amendments to Policy No. 07-01, Collection of Delinquent Emergency Medical Services Accounts.*

Commissioner Desloge discussed the merits of a community paramedic program and indicated that he would like an agenda item brought back for the Board to revisit this issue.

Commissioner Proctor established that the County's EMS program is funded approximately through 60% fees and 40% from the property tax revenue from the MSTU. Deputy Administrator Rosenzweig added that the funding approach is consistent with how the program is funded throughout the State. Commissioner Proctor also asked if the \$200,000 in new Medicaid reimbursement funding from the state would be better used to fund Bond Community Health Center or Neighborhood Medical Center. Mr. Rosenzweig explained that those are monies specifically tied to EMS transports.

Commissioner Dozier expressed her support for the Board revisiting the Community Paramedic Program. She confirmed with the County Administrator that staff reviews, on an ongoing basis, all County assessed fees.

The motion carried 7-0.

Commissioner Desloge was invited to offer his motion on the Community Paramedic Program.

*Commissioner Desloge moved, duly seconded by Commissioner Lindley, to direct staff to bring back an agenda item on the Community Paramedic Program. The motion carried 7-0.*

### **Workshop Item #3: Sheriff's Office Proposed Training Facility**

County Administrator Long provided an overview of the item and acknowledged the work of the Leon County Sheriff's Office (LCSO) staff on the item. He relayed that the item seeks Board approval of a proposed partnership with the LCSO for the use and improvement of a vacant County-owned property on Tyson Road as a law enforcement training facility. He noted that the proposed partnership would significantly enhance training opportunities for LCSO personnel, allow LCSO to consolidate many of its current training activities to a single location, enhance education and workforce training opportunities for inmates at the Leon County Detention Facility and most importantly, avoid approximately \$800,000 in costs to acquire separate property and construct new facilities.

*Commissioner Proctor moved, duly seconded by Commissioner Desloge, approval of Option 1: Authorize the Leon County Sheriff's Office to utilize and improve the Tyson Road property for law enforcement training.*

Commissioner Proctor brought up the property on Springhill Road which currently houses the Tallahassee Community Release Center and suggested consideration be given to its purchase. He opined it could be an asset to the County and could be useful in the Airport Gateway project. County Administrator Long indicated that the County is currently working toward the acquisition of the property.

Commissioner Lindley noted the creativity of staff in the relocation of existing mosquito control pond to the detention facility and the benefits that will be derived from this action.

Commissioner Desloge noted that the County, City, School Board and Blueprint all have properties that are not being utilized and wondered about the possibility of land swapping between the three entities. The County Administrator recalled that the Board is provided annually a status report on the properties owned by the County (see April 10 Board agenda) and established that properties are transferred between entities on a case by case basis. Commissioner Desloge suggested that the April 10, 2018 Board meeting agenda item be shared with the City and School Board.

Commissioner Dozier mentioned the State's surplus property and stated that it may be in the County's best interest to have a more formalized approach to partner with the School Board, City and Universities to look at what happens when surplus buildings become available. County Administrator Long shared that a status report is being prepared for a future Board meeting on the State surplus property process and articulated that staff could continue to identify policy options in working more closely with partners on this issue. Commissioner Dozier requested that the upcoming status report be elevated to the general business agenda to allow the Board an opportunity to further discuss.

Commissioner Proctor expressed his support for a more formalized process for surplus property. He suggested that any process regarding state properties should include for the County to have a "first right of refusal" as State buildings are off the property tax roll.

The motion carried 7-0.

#### **Workshop Item #4: Miccosukee Rural Community Sense of Place Plan**

County Administrator Long provided an overview of the item. He conveyed that the item seeks the Board's acceptance of the Miccosukee Rural Community Sense of Place Plan, approval to establish the Miccosukee Citizens Working Group and approval for a multi-year funding strategy to implement the Plan. He then invited Devan Leavins, Administrator of Special Projects, Planning Department, to provide the Board a brief presentation on the proposed plan.

Deputy County Administrator Rosenzweig provided the Board additional detail on the multiyear funding strategies proposed by staff to implement the Miccosukee Rural Community Sense of Place Plan.

Commissioner Desloge thanked staff and residents for their efforts to bring this endeavor to fruition.

*Commissioner Desloge moved, duly seconded by Commissioner Maddox, approval of Options 1, 2, & 3: 1) Accept the Miccosukee Rural Community Sense of Place Plan; 2) Adopt the Multiyear Funding Strategy to implement the Miccosukee Rural Community Sense of Place Plan, and 3) Direct staff to bring back an agenda item establishing the Miccosukee Citizens Working Group as a focus group.*

Commissioner Proctor spoke of his continued angst regarding the rural zoning of one house per 10 acres for the area. He submitted that this is too high a standard and families should have greater flexibility should they wish to parcel out their property to create smaller sites. He offered that a change in the zoning designation would not violate the rural character of the area.

Commissioner Desloge, in response to Commissioner Proctor, stated that he would be willing to consider a separate agenda item to discuss the concerns.

County Administrator Long shared that Objective 2.3 of the Plan contemplates an evaluation of the land use zoning, removal of the Residential Preservation Zoning Category where appropriate for higher densities and for small scale commercial.



Commissioner Dozier expressed her enthusiasm for the project. She indicated support for removal of the Residential Preservation Overlay in Miccosukee, which will allow for small scale commercial as this could be an area that attracts not only locals but visitors. She added that designating Miccosukee as a “census-designated place” could assist the area’s eligibility for grant funding. County Administrator Long shared that an agenda item addressing this would be brought back to the Board for consideration.

The motion carried 7-0.

**Workshop Item #5: Status Update on the “Livable Infrastructure for Everyone” (L.I.F.E.) Program**

County Administrator Long provided an overview of the item. He stated that the item provides an update on the development of project programming for the Livable Infrastructure for Everyone (L.I.F.E.) Program funded by the Blueprint 2020 sales tax for infrastructure improvements outside the Urban Services Area. He reminded the Board that the sales tax collections do not begin until FY 2020; however, for planning purposes the policy requires that the initial project planning and development be presented to the Board during the FY219 budget process. The County Administrator stated that the funds collected would be utilized to address some of the voids in basic infrastructure in the rural communities and that details on the proposed project categories were included in the budget discussion item.

Tony Park, Public Works Director, offered that this was a great opportunity for the County to address some long outstanding issues in the rural community, such as culvert repairs/replacements, draining issues, flooding issues, fire safety, etc. He relayed that, based on the Board’s guidance, staff will continue to refine the proposed project list over the next year in preparation for the development of the FY 2020 budget.

*Commissioner Lindley moved, duly seconded by Commissioner Proctor, approval of Options 1 & 2: 1) Accept the status update on the Livable Infrastructure for Everyone (L.I.F.E.) Program, and 2) Approve the minor modifications to Policy No. 16-6, Livable Infrastructure for Everyone (L.I.F.E.) Program. The motion carried 7-0.*

**Workshop Item #6: Consideration of a Funding Request from Big Bend Crime Stoppers, Inc.**

County Administrator Long provided an overview of the item. He recalled that the Board had, at its January 23, 2018 meeting, requested the funding request be brought forward as a budget discussion item. He stated that the one-time funding request of \$50,000 is not currently included in the tentative budget.

*Commissioner Dailey moved, duly seconded by Commissioner Proctor, approval of Option 1: Direct staff to include \$50,000 in one-time funding in the FY 2019 preliminary budget to support the BBCS request.*

Commissioner Dozier, while acknowledging the great job being done by BBCS, stated that she could not support the motion. She submitted that there are a multitude of programs in place that help address crime in the community and without a broader assessment was not comfortable committing the funds.

Commissioner Lindley agreed and conveyed that a lot of other programs addressing the areas noted in the item.

*Commissioner Lindley offered a substitute motion, which was duly seconded by Commissioner Dozier, for Option 2: Do not direct staff to include \$50,000 in one-time funding in the FY 2019 preliminary budget to support the BBCS request.*

Chairman Maddox confirmed that Big Bend Crime Stoppers did not pursue funding through the Public Services Coordinating Council (as was strongly encouraged by the Board at its January 23<sup>rd</sup> meeting) and staff was unclear as to why they did not.

*The substitute motion carried 4-3 (Commissioners Dailey, Proctor and Maddox in opposition).*

Chairman Maddox clarified with County Administrator Long that the Board could have continued the request to the next budget workshop. Mr. Long added that should the Board provide further direction, staff would bring back a budget discussion item.

Commissioner Lindley encouraged Big Bend Crime Stoppers to bring back more detail about the program.

### **Workshop Item #7: Annual Review of Outside Agency Contracts for Services**

County Administrator Long provided an overview of the item. He relayed that the item provides an analysis of current outside agency contracts midyear performance reports and seeks consideration for establishing FY2019 funding levels. He recalled the Board's direction for the contracts to come before the Board annually with any analysis or recommendations that staff might offer relative to continued funding. The County Administrator noted that level funding is recommended for all agencies except for two recommended changes: 1) redirect the \$200,000 TMH Trauma Center funding to support the EMS transport fees and 2) a reduction from \$20,000 to \$10,000 for the Sharing Tree (which is due primarily to duplicative efforts with the County and phasing out of the Sharing Tree funding over time).

*Commissioner Desloge moved, duly seconded by Commissioner Dozier, approval of Options 1 & 2:*

- 1) *Funding is tentatively included in the FY 2019 Preliminary Budget for the following agencies. Current level funding is tentatively included in the FY 2018 Preliminary Budget.*
  - *Legal Services of North Florida: \$257,500*
  - *DISC Village: \$222,759*
  - *Tallahassee Senior Citizens Foundation: \$179,000*
  - *St. Francis Wildlife Association: \$71,250*
  - *Tallahassee Trust for Historic Preservation: \$63,175*
  - *Whole Child Leon: \$38,000*
  - *Domestic Violence Coordinating Council: \$25,000*
  - *United Partners for Human Services: \$23,750*
  - *OASIS Center: \$20,000*
  - *Sustainable Tallahassee: \$8,800*
  - *Sharing Tree: \$10,000*
- 2) *As part of the FY 2019 budget, redirect the \$200,000 TMH Trauma Center funding to support the 24% reduction in Emergency Medical Services transport fees (as reflected in a separate budget discussion item).*

Commissioner Proctor advocated for increased funding for the Oasis Center in support of the Commission on the Status of Women & Girls (CSWG) and DISC Village.

*Commissioner Proctor offered a friendly amendment that funding for Oasis Center be increased to \$35,000 and DISC Village be increased to \$250,000. Commissioner Desloge did not accept the friendly amendment.*

Commissioner Dozier stated that she understands the challenge for Oasis Center staff to administer the CSWG and was not surprised by the increased funding request. She discussed the lack of progress made in the implementation of the Strategic Plan and believed it important to learn where the CSWG intends to go in the future and how it plans to better partner with both City and County Commissions. She added that while she could not support increased funding at this time would be willing to consider at a later date should additional information be provided.

The motion carried 7-0.

**Workshop Item #8: Funding to Construct Dog Parks in Unincorporated Leon County**

County Administrator Long provided an overview of the item. He relayed that the item seeks direction related to including funding in the five-year Capital Improvement Program for design and construction of dog parks at Leon County Parks and Recreation facilities in the unincorporated area. He added that the cost to construct a dog park as described in the item is approximately \$30,000.

*Commissioner Dailey moved, duly seconded by Commissioner Desloge, approval of Option 1: Direct staff to include \$30,000 in the Capital Improvement Program in FY 2019, FY 2020, and FY 2021 for design and construction of dog parks in the unincorporated area.*

Commissioner Proctor expressed concerns that funding for a dog park is larger than funding for the Oasis Center and stated that he could not support the motion.

The motion carried 7-0

**Workshop Item #9: Expansion of Solar Energy at County Facilities**

County Administrator Long provided an overview of the item. He conveyed that the Board had, at its February 13, 2018 meeting, voted to consider using the \$190,000 balance of the Deepwater Horizon oil spill settlement funds to install solar energy improvements on four additional County facilities. The improvements are contemplated for the Leon County Courthouse, the Transfer Station, the Northeast Branch Library and the planned restroom facility at the Apalachee Regional Park.

*Commissioner Lindley moved, duly seconded by Commissioner Desloge, approval of Option 1: Approve using the \$190,000 from the BP Oil Spill settlement to pay for the installation of solar energy improvement on the following County buildings: Leon County Courthouse, the Transfer Station, the Northeast Branch Library and the planned restroom facility at the Apalachee Regional Park.*

The motion carried 7-0.

There being no further business to come before the Board, Chairman Maddox adjourned the Budget Workshop at 11:38 a.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: \_\_\_\_\_  
Nick Maddox, Chairman  
Board of County Commissioners

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

**BOARD OF COUNTY COMMISSIONERS  
LEON COUNTY, FLORIDA  
REGULAR MEETING  
May 8, 2018**

The Board of County Commissioners of Leon County, Florida met in regular session at 3:00 p.m. with Chairman Nick Maddox presiding. Present were Vice Chairman Jimbo Jackson and Commissioners Bill Proctor, Mary Ann Lindley, Bryan Desloge and John Dailey. Commissioner Kristin Dozier was absent. Also present were County Administrator Vincent Long, County Attorney Herb Thiele, Finance Director Jordan Steffens and Board Clerk Rebecca Vause.

Chairman Maddox called the meeting to order at 3:00 p.m.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

The Invocation was provided by Pastor Ben Kaempfer of the Downtown Community Church. Commissioner Jackson then led the Pledge of Allegiance.

**AWARDS AND PRESENTATIONS**

- Commissioner Proctor read into the record a Proclamation recognizing the Tallahassee Community College (TCC) Women's Basketball Team for winning the Junior College National Championship.
- Dr. Jim Murdaugh, TCC President, accepted the Proclamation and expressed appreciation on behalf of college, its players and its coaches for the Board's recognition of the team's outstanding season.
- Coach Bedell, on behalf of the team, thanked the Board for its support. He spoke to the dedication, leadership and character of the student athletes on the women's basketball team and credited the team's success to its hard work and buy in of this year's Mottos of "Love It Or Leave It" and "**L** – Leave It **O** – Obligation **V** – Value **E** – Expect".
- Rob Chaney, TCC Athletic Director, shared that Coach Bedell had been named the 2017-2018 NJCAA Women's Basketball Coach of the Year.
  - Chairman Maddox acknowledged the hard work it takes to become a National Champion.
- Commissioner Desloge read into the record a Proclamation recognizing Perinatal Mental Health Awareness Week May 7-13, 2018.
  - Dr. Heather Flynn, FSU College of Medicine, along with Maternal Mental Health Advisory Board members Courtney Atkins, Whole Child Leon and James Smith, 2-1-1- Big Bend, thanked the Board for its attention to mental health issues. Dr. Flynn expressed her appreciation to Commissioner Desloge and the Board for bring attention to this issue.
- Commissioner Desloge read into the record a Proclamation recognizing May as "Bike Month" in Leon County.
  - Alexander Mosca, member of the Joint City/County Bicycling Workgroup, thanked the Board and staff for their continued support to the bicycling community and strengthening Tallahassee and Leon County as one of the premier places in the United States to ride a bike.
- Chairman Maddox read into the record a Proclamation recognizing May 12, 2018 as "Girls on the Run Day".
  - Ericka McKibbin, Executive Director, Girls on the Run Big Bend, thanked the Board for all it does to promote and empower girls in Leon County. She promoted the upcoming "Birthday Bash 5K" to be held on May 12, 2018 at TCC.

- Chairman Maddox read into the record a Proclamation Recognizing May 7-11, 2018 as “National Economic Development Week” in Leon County.
- Al Latimer, Director, Office of Economic Vitality, thanked the Board for the recognition and its ongoing leadership and support. He mentioned that a list of economic development activities for the week had been distributed and encouraged the Board to attend any of the events, if possible.

**CONSENT:**

*Commissioner Lindley moved, duly seconded by Commissioner Desloge to approve the Consent Agenda, as presented. The motion carried 6-0. (Commissioner Dozier absent).*

Chairman Maddox announced that Commissioner Dozier was ill and would not be in attendance at today’s Board meeting.

**1. Minutes: February 27, 2018 Regular Meeting and March 27, 2018 Regular Meeting**

*The Board approved Option 1: Approve the minutes of the February 27, 2018 Regular Meeting and March 27, 2018 Regular Meeting.*

**2. Payment of Bills and Vouchers**

*The Board approved Option 1: Approve the payment of bills and vouchers submitted for May 8, 2018, and Pre-Approval of Payment of Bills and Vouchers for the Period of May 9, 2018 through May 21, 2018.*

**3. Citizen Review Teams for FY 2019 and FY 2020 Community Human Services Partnership Funding Cycle**

*The Board approved Option 1: Ratify the CHSP Citizen Review Teams for the FY 2019 and FY 2020 Community Human Services Partnership funding cycle.*

**4. FY 2018 Springs Restoration Grant for Woodside Heights Wastewater Retrofit Project**

*The Board approved Options 1 & 2: 1) Accept the additional grant totaling \$350,000 from the Springs Restoration Grant Program for the Woodside Heights Wastewater Retrofit Project, and authorize the County Administrator to execute the grant agreement, in a form to be approved by the County Attorney, and 2) Approve the Resolution and associated Budget Amendment Request.*

**5. Leon County Water Resources Committee 2017 Annual Report**

*The Board approved Option 1: Accept the Leon County Water Resources Committee 2017 Annual Report.*

**6. FY 2018 Commissioner Discussion Items Semiannual Status Report**

*The Board approved Option 1: Accept the Semiannual FY 2018 Commissioner Discussion Item status report.*



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

- Gerry Phipps, spoke on behalf of “Be the Solution (BTS)”, a 501©3 organization, whose mission is to educate residents on the need to spay and neuter and to offer financial assistance to residents who cannot afford the procedure. She relayed that BTS has seen a substantial increase in the need for spay/neuter vouchers with 1,546 surgeries being performed from January-April 2018. Ms. Phipps stated that if this pace continued, 4,644 surgeries would be provided at a cost of \$51 per surgery resulting in an increased vet bill of \$41,565. She asked the Board to consider funding the \$41,565 at a 60/40 split with the City; in which the County’s contribution would amount to \$16,626 and the City’s contribution would be \$24,939.
- Chairman Maddox advised that this portion of the agenda does not allow for Commission discussion; however, noted that any Commissioner could bring the topic up under their Commissioner Discussion time. He thanked Ms. Phipps for appearing and making the Board aware of the circumstances.

**GENERAL BUSINESS**

**7. Restructuring of the County’s Participation in the Community Redevelopment Agency; Expansion of the Greater Frenchtown/Southside Community Redevelopment Area**

County Administrator Long introduced the item. He stated that the item seeks Board approval of two amendments to the Interlocal Agreements governing the Community Redevelopment Agency (CRA), as approved by the Board on March 27<sup>th</sup>, to restructure the County’s participation in the CRA and also seeks Board acceptance of the Findings of Necessity to expand the Frenchtown/Southside CRA District to include the South City, Orange Avenue and Springhill Road areas. The County Administrator added that the proposed restructuring will provide adequate funding for the County to satisfy the impacts of the possible additional Homestead Exemption and provides additional long-term savings by reducing the County’s overall contributions to the CRA.

Commissioner Proctor referenced the map for the new expansion area and requested clarification regarding CRA and Blueprints funding dedicated for the area. Ken Morris, Assistant County Administrator, confirmed both the CRA and blueprint funds will enhance the same areas but the funding is unrelated. Commissioner Proctor commended staff for their excellent work on this issue.

*Commissioner Proctor moved, duly seconded by Commissioner Lindley, approval of Options 1, 2 & 3: 1) Approve an amendment to the Interlocal Agreement with the City of Tallahassee and the Community Redevelopment Agency to restructure the County’s participation in the Downtown District, subject to the execution of amendments to both Interlocal Agreements to restructure the County’s participation in the Community Redevelopment Agency; 2) Approve an amendment to the Interlocal Agreement with the City of Tallahassee and the Community Redevelopment Agency to restructure the County’s participation in the Frenchtown/Southside District, subject to the execution of amendments to both Interlocal Agreements to restructure the County’s participation in the Community Redevelopment Agency, and 3) Accept the Finding of Necessity for the Expansion of the Frenchtown/Southside Community Redevelopment Area CRA District to include the South City, Orange Avenue and Springhill Road areas, subject to the execution of amendments to both Interlocal Agreements to restructure the County’s participation in the Community Redevelopment Agency.*

Commissioner Desloge suggested an amendment to allow projects planned for the Bloxham Building to qualify for the Tourist Development Tax funds being distributed by the CRA. County Administrator Long advised that the Board could approve the proposed interlocal agreement and then direct staff to bring back an agenda item for the Board to consider the recommendation offered by Commissioner Desloge.

*The motion carried 6-0 (Commissioner Dozier absent).*

Chairman Maddox invited Paula Smith to address the Board.

**Speaker:**

- Paula Smith, 1005 E. Park Avenue, conveyed that several community partners are working to house the Vickers Collection at the Bloxham Building. She mentioned that the collection consists of 1500 pieces of art; which will great power to attract more tourists to the community. She indicated an intention to apply for TDT funding being distributed through the CRA; however, state buildings (specifically the Bloxham Building) are not included in the CRA District. Ms. Smith added that there is an urgency in the timing of the request as the grant deadline is the 25<sup>th</sup>, one day after the next CRA Meeting. She asked the Board to include the Bloxham Building and give provisional approval to apply for grant funding to assist in bring the Vickers Collection to the community.

Chairman Maddox inquired of the County Administrator the process by which the Board could respond to the request. County Administrator Long explained that the Board could effectuate this change by simply amending the interlocal agreement to allow for the CRA Board to consider grant applications originating from outside the CRA boundaries.

Commissioner Proctor asked if the State had withdrawn its ownership of the Bloxham Building. Ms. Smith responded that the building is owned by the State and is leased to Leon County Schools; however, the lease could be turned over to Florida State University which would be the curator of the collection.

*Commissioner Desloge moved, duly seconded by Commissioner Dailey, to direct staff to bring back an agenda item to amend the interlocal agreement to allow the Bloxham Building to qualify for TDT funds being administered by the CRA.*

Chairman Maddox spoke of the timing for the submission of applications for CRA grant funding and asked if the deadline for funding applications should be extended or if the organizations working on the Bloxham Building project should, in anticipation of approval of the amendment, be prepared to submit their application on the 25<sup>th</sup> (the day grant applications are due).

Commissioner Lindley offered that the deadline was set by CRA staff, which had in the past extended deadlines for CRA events.

Commissioner Proctor recognized the presence of former County Commissioner Gayle Nelson who was in attendance in support of Ms. Smith's request.

*The motion carried 6-0 (Commissioner Dozier absent).*

**8. Status Report on the Analysis of the Residential Preservation Zoning District**

County Administrator Long introduced the item. He conveyed that the report was requested by the Board at its January 23, 2018 meeting and seeks to modify language related to compatibility and permissible density in order to address any subjectivity in an effort to provide additional clarity and certainty of development standards to property owners and adjacent neighborhoods.

*Commissioner Desloge moved, duly seconded by Commissioner Lindley, approval of Options 1 & 2: 1) Accept the status report on the analysis of the Residential Preservation zoning district, and 2) Authorize staff to proceed with the development of an Ordinance amending the Residential Preservation zoning district to clarify the intent of the district and implementing development standards.*

Commissioner Desloge confirmed with staff that this action would not affect the Bannerman Road rezoning.

*The motion carried 6-0 (Commissioner Dozier absent).*

**9. Agreement between Leon County, Leon County Schools, and the American Red Cross to Further Improve Sheltering Operations Following Hurricane Irma**

County Administrator Long introduced the item. He stated that the agreement reflects continuously improved efforts to put lessons learned into place.

*Commissioner Lindley moved, duly seconded by Commissioner Jackson, approval of Option 1: Approve the Agreement for emergency shelter operation between Leon County, Leon County Schools, and the American Red Cross, and authorize the County Administrator to execute.*

Chairman Maddox thanked Leon County Schools and the American Red Cross for working with the County to continuously improve the manner in which emergencies are responded to.

Commissioner Proctor complimented staff for their continuing efforts to implement improvements identified in the Hurricane Irma After-Action Report and for the listening sessions which were held throughout the community.

Commissioner Jackson applauded Leon County and Leon County Schools for the recent training to improve sheltering operations.

*The motion carried 6-0 (Commissioner Dozier absent).*

**10. Ratification of the April 24, 2018 Fiscal Year 2019 Budget Workshop**

County Administrator Long introduced the item. He reminded the Board that the next Budget Workshop is scheduled for June 19, 2018.

*Commissioner Desloge moved, duly seconded by Commissioner Lindley, approval of Option 1: Ratify the actions taken by the Board during the April 24, 2018 FY 2019 Budget Workshop regarding the nine Budget Workshop Items. The motion carried 6-0 (Commissioner Dozier absent).*



Chairman Maddox announced that the Board had concluded its Consent and General Business Agendas and would now enter into Commissioner Discussion Items.

### **SCHEDULED PUBLIC HEARINGS**

Vice Chairman Jackson reconvened the Board at 6:00 p.m. and the following public hearings were conducted.

**11. Second and Final Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Urban Fringe (UF) District to the Rural (R) District (East Mahan Dr.)**

County Administrator Long announced the public hearing and confirmed there were no speakers on the item.

*Commissioner Desloge moved, duly seconded by Commissioner Dailey approval of Option 1: Conduct the second and final public hearing and adopt the proposed ordinance amending the Official Zoning Map to Change the Zoning Classification from the Urban Fringe (UF) District to the Rural (R) District. The motion carried 5-0 (Commissioners Maddox and Dozier absent).*

**12. First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Single Family and Two Family Residential (R-3) Zoning District to the Office Residential (OR-2) Zoning District (West Tennessee St.)**

County Administrator Long announced the public and confirmed there were no speakers on the item.

*Commissioner Proctor moved, duly seconded by Commissioner Desloge approval of Option 1: Conduct the first and only public hearing and adopt the proposed Ordinance, thereby amending the Official Zoning Map to change the zoning classification from the Single Family Attached, Detached and Two Family Residential (R-3) zoning district to the Office Residential 2 (OR-2). The motion carried 5-0 Commissioners Maddox and Dozier absent).*

**13. First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Residential Acre (RA) Zoning District to the Single- and Two-Family Residential (R-3) Zoning District (Deshazier Lane)**

County Administrator Long announced the public hearing and confirmed there were no speakers on the item.

Commissioner Proctor asked staff to provide a more detailed overview of the item. Russell Snyder, Planning Department, explained that the properties now have access to sewer and are eligible for higher densities. He added that the property owners were requesting the amendment.

*Commissioner Proctor moved, duly seconded by Commissioner Desloge, approval of Option 1: Conduct the first and only public hearing and adopt the proposed ordinance (Attachment # 1) amending the Official Zoning Map to change the zoning classification from the Residential Acre (RA) zoning district to the Single- and Two-Family Residential (R-3) zoning district. The motion carried 5-0 (Commissioners Maddox and Dozier absent).*

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

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

**COMMENTS/DISCUSSION ITEMS**

**County Attorney Thiele:**

- No Items.

**County Administrator Long:**

- No Items.

**COMMISSIONER DISCUSSION ITEMS**

**Commissioner Dozier:**

- Absent.

**Commissioner Desloge:**

- *Commissioner Desloge moved, duly seconded by Commissioner Proctor, approval for a Proclamation recognizing May as “Older American’s Month”, to be presented at the Board’s May 22, 2018 meeting. Approved without Objection.*
- Mentioned a recent Florida Chamber Summit on Prosperity and Economic Opportunity which discussed many of the same issues that were brought forward at the Board’s ALICE Workshop held earlier in the day, i.e., education, poverty, etc. He suggested that the Board consider establishing benchmarks so as to determine how the County is doing in specific areas, such as education rates, poverty rates, etc.
- *Commissioner Desloge moved, duly seconded by Commissioner Jackson, to direct staff to bring back an agenda item to include data from the Florida Chamber and the National Association of Counties (NACo) and establish potential benchmarks to determine and monitor the County’s performance in four-five key indicator groups. The motion carried 6-0 (Commissioner Dozier absent).*

**Commissioner Dailey:**

- Congratulated Nicki Paden and all other County staff who graduated over the past weekend.
- *Commissioner Dailey moved, duly seconded by Commissioner Desloge, approval for a Proclamation honoring FSU Baseball Coach Mike Martin as the winningest coach in NCAA baseball history. The motion carried 6-0 (Commissioner Dozier absent).*

**Commissioner Proctor:**

- Advocated for a Board Resolution in support of restoring voting rights to felon’s who have served their time.
- *Commissioner Proctor moved, duly seconded by Commissioner Maddox, to direct staff to bring back an agenda item to consider a Resolution in support of the restoration of felon’s voting rights for the June 19, 2018 meeting. The motion carried 6-0 (Commissioner Dozier absent).*
- Mentioned that Mayor Gillum will hold the 4<sup>th</sup> Annual Community Summit on Children on Thursday, May 10 at the Turnbull Center.
- Requested that letters of congratulations be sent from the Chairman, on behalf of the Board, to the newly reelected judges. Approved without Objection.

**Commissioner Lindley:**

- Indicated that she had spoken to Ms. Phipps regarding the \$16,000 funding request by “Be the Solution” to assist with the spay/neutering program. She noted that the organization works closely with the County’s Animal Services Department.
  - *Commissioner Lindley moved, duly seconded by Commissioner Desloge, to direct staff to bring back a budget discussion item at the June 19, 2018 Budget Workshop on Be the Solution’s funding request of \$16,626. The motion carried 6-0 (Commissioner Dozier absent).*
- Congratulated Rickards High Math Team won for placing 3<sup>rd</sup> at a recent statewide competition.
- Recognized and appreciated the 98 Community Human Service Partnership (CHSP) citizen volunteers for their work in the distribution of CHSP funds.

**Commissioner Jackson:**

- No Items.

**Chairman Maddox:**

- Reflected on the lifetime achievements of former Leon County Commissioner Anita Davis and proposed renaming Lake Henrietta in her honor.
  - *Commissioner Lindley moved, duly seconded by Commissioner Proctor, to direct staff to bring back an agenda item for the Board’s May 22, 2018 meeting to consider renaming Lake Henrietta Park to the Anita L. Davis Preserve at Lake Henrietta Park in honor of Former County Commissioner Anita L. Davis. The motion carried 6-0 (Commissioner Dozier absent).*

**RECEIPT AND FILE:**

- Canopy Community Development District Records of Proceedings of the Board of Supervisors meetings held on August 28, 2017, October 3, 2017 and October 25, 2017.
- Leon County Research and Development Authority Financial Statements for Years ending September 30, 2017 and 2016.

**ADJOURN:**

There being no further business to come before the Board, the meeting was adjourned at 6:05 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: \_\_\_\_\_  
Nick Maddox, Chairman  
Board of County Commissioners

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

**Leon County  
Board of County Commissioners  
Notes for Agenda Item #2**

# Leon County Board of County Commissioners

## Agenda Item #2

June 19, 2018

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

**From:** Gwen Marshall, Clerk of the Circuit Court and Comptroller

**Title:** FY 2016/2017 Annual Audit and Financial Statements

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<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship
<b>Lead Staff/ Project Team:</b>	Jordan Steffens, Finance Director

### **Statement of Issue:**

This agenda item seeks the Board's acceptance of the annual external audit and the County's financial statements, and approval for the Chairman to sign the letter transmitting these reports to the Auditor General in compliance with Florida Statutes.

### **Fiscal Impact:**

This item has no current fiscal impact; however, an annual audit is required by state statute, and if it were not completed, it would jeopardize federal, state, and local revenues.

### **Staff Recommendation:**

Option #1: Accept the FY 2016/17 Annual Audit and Financial Statements (Attachment #1), and authorize the Chairman to sign letter transmitting the report to the Auditor General (Attachment #2).

## **Report and Discussion**

### **Background:**

Florida Statutes, Section 11.45, requires the Board to obtain an independent audit of the County's financial statements on an annual basis. The Board contracted for an independent audit with Thomas Howell Ferguson P.A., and Law, Redd, Crona, & Munroe P.A., Certified Public Accountants. The audit is complete and the audit and financial report are provided to the Board for review under the Clerk's transmittal memorandum (Attachment #1).

### **Analysis:**

The internal control compliance and management letter from the Board's external auditors is included in pages 64 to 66 of Attachment #1. There are two audit recommendations which have been accepted by management. The implementation of these recommendations is in progress. The letter transmitting the Management Letter (Attachment #2) will be forwarded to the Auditor General.

### **Options:**

1. Accept the FY 2016/2017 Annual Audit and Financial Statements (Attachment #1), and authorize the Chairman to sign the letter transmitting the report to the Auditor General (Attachment #2).
2. Do not accept the FY 2016/2017 Annual Audit and Financial Report.
3. Board direction.

### **Recommendation:**

Option #1.

### **Attachments:**

1. Transmittal Memorandum from the Clerk of the Circuit Court & Comptroller and the Annual Audit and Financial Report for FY 2016/2017
2. Draft Response transmitting the report to the Auditor General



THE HONORABLE  
**GWEN MARSHALL**  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

CLERK OF COURTS • COUNTY COMPTROLLER • AUDITOR • TREASURER • RECORDER

May 30, 2018

Leon County Board of County Commissioners  
301 S. Monroe Street  
Tallahassee, Florida 32301

The Honorable Board of County Commissioners:

I am pleased to forward to you Leon County's annual audit report as well as the financial statements for the fiscal year ended September 30, 2017. This report reflects an unqualified auditor's opinion on the Board's financial statements. Leon County has received an unqualified audit opinion for 35 consecutive years.

The auditors' report on internal control over financial reporting, compliance and other matters is found on pages 49 through 50 with the associated management letter on pages 53 through 55. The management letter provides two audit recommendations regarding financial processes and cash management. All audit recommendations have been accepted by management as indicated in the letter.

The Director of Financial Stewardship, Clerk of the Circuit Court and Comptroller, and the Finance Director met with the external auditors regarding this report. Subsequent to this discussion and a review of the audit recommendations with staff, we recommend acceptance of this report and the associated response to the State Auditor General.

Your acceptance of the report and approval of the letter transmitting the report will be included in the June 19th Board of County Commission Meeting agenda. As mentioned, Florida law requires that a letter of response be made to the State Auditor General regarding the auditor's comments.

Thank you to all Leon County staff who worked so diligently to produce not only these financial statements, but the outstanding results of operations that are reflected in this document. Leon County's 2016-2017 Comprehensive Annual Financial Report has been submitted for the Florida Government Finance Officers Certificate of Achievement for Excellence in Financial Reporting. Leon County has consistently received this honor for 21 years and will no doubt remain among the distinguished group of governmental entities receiving this award. Should you have questions regarding the audit or the financial statements, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Gwen Marshall". The signature is fluid and cursive, with the first name "Gwen" and last name "Marshall" clearly distinguishable.

Gwen Marshall

Cc: Mr. Vince Long, County Administrator  
Mr. Alan Rosenzweig, Deputy County Administrator  
Mr. Jordan Steffens, Director of Finance



# Special-Purpose Financial Statements

Board of County Commissioners  
Leon County, Florida

*Year Ended September 30, 2017  
with Independent Auditors' Report*

Thomas Howell Ferguson P.A.  
and  
Law, Redd, Crona & Munroe, P.A.

**Board of County Commissioners  
Leon County, Florida  
Special-Purpose Financial Statements  
Year ended September 30, 2017**

**Board of County Commissioners**

Nick Maddox, Chairman.....	At-Large
Jimbo Jackson, Vice Chairman.....	District 2
William Proctor.....	District 1
John Dailey.....	District 3
Bryan Desloge.....	District 4
Kristin Dozier.....	District 5
Mary Ann Lindley.....	At-Large

**COUNTY ADMINISTRATOR**

Vincent S. Long

**CLERK OF THE CIRCUIT COURT**

**AND**

**COMPTROLLER**

Gwen Marshall

Board of County Commissioners  
Leon County, Florida

Special-Purpose Financial Statements

Year Ended September 30, 2017

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## Independent Auditors' Report

The Honorable Board of County Commissioners  
Leon County, Florida

### Report on the Financial Statements

We have audited the accompanying special-purpose financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Board of County Commissioners of Leon County, Florida (the Board), as of and for the fiscal year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the Board's basic financial statements as listed in the table of contents.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these special-purpose financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of special-purpose financial statements that are free from material misstatement, whether due to fraud or error.

### Auditors' Responsibility

Our responsibility is to express an opinion on these special-purpose financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the special-purpose financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the special-purpose financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the special-purpose financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the special-purpose financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the special-purpose financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

The Honorable Board of County Commissioners  
Leon County, Florida  
Page Two

## **Opinion**

In our opinion, the special-purpose financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Board of County Commissioners of Leon County, Florida as of September 30, 2017, the results of each of the major funds' changes in financial position, where applicable, the cash flows thereof, and the respective budgetary comparison statements of the major funds for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Emphasis of Matter**

As discussed in Note 1 to the special-purpose financial statements, the accompanying special-purpose financial statements referred to above were prepared solely for the purpose of complying with the Rules of the Auditor General of the State of Florida. In conformity with the Rules, the accompanying special-purpose financial statements are intended to present the financial position and changes in financial position of the major funds, the proprietary fund and the agency funds of the Board, and only that portion that is attributable to the transactions of the Board. They do not purport to, and do not, present fairly the financial position of Leon County, Florida, as of September 30, 2017, and the changes in its financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to these matters.

## **Other Information**

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Board's special purpose financial statements. The Schedule of Receipts and Expenditures of Funds Related to the Deepwater Horizon Spill (the Schedule) is presented for purposes of additional analysis and is not a required part of the special purpose financial statements.

The Schedule is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the special purpose financial statements. Such information has been subjected to the auditing procedures applied in the audit of the special purpose financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the special purpose financial statements or to the special purpose financial statements themselves, and other additional procedures in accordance with the auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Receipts and Expenditures of Funds Related to the Deepwater Horizon Spill is fairly stated, in all material respects, in relation to the special purpose financial statements as a whole.

The Honorable Board of County Commissioners  
Leon County, Florida  
Page Three

### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued a report, on our consideration of the Board's internal control over financial reporting and our tests of its compliance with certain provisions of laws, rules, regulations, contracts, grant agreements and other matters under the heading *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Special-Purpose Financial Statements Performed in Accordance with Government Auditing Standards*. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Board's internal control over financial reporting and compliance.

**Thomas Howell Ferguson P.A.**



Tallahassee, Florida  
April 27, 2017

**Law, Redd, Crona & Munroe P.A.**



Tallahassee, Florida

**Board of County Commissioners  
Leon County, Florida  
Balance Sheet - Governmental Funds  
September 30, 2017**

	<b>General Fund</b>	<b>Fine &amp; Forfeiture Fund</b>	<b>Grants Fund</b>	<b>Fire Rescue Services Fund</b>
<b>Assets</b>				
Cash	\$ 5,198,570	\$ 0	\$ 0	\$ 0
Investments	18,765,721	1,617,424	3,567,109	2,096,798
Receivables (net of allowances for uncollectibles):				
Accounts	150,316	4,362	327,911	5,655
Special assessments	0	0	0	0
Due from other governments	11,758,305	1	1,454,745	0
Due from other funds	2,846,105	0	0	0
Due from other county units	966,058	611,530	53,077	815
Inventories	272,324	0	0	0
Other assets	4,250	0	0	0
Total assets	<u>\$ 39,961,649</u>	<u>\$ 2,233,317</u>	<u>\$ 5,402,842</u>	<u>\$ 2,103,268</u>
<b>Liabilities, deferred inflows, and fund balances</b>				
<b>Liabilities:</b>				
Accounts payable	\$ 3,785,645	\$ 33,607	\$ 202,209	\$ 91,274
Accrued liabilities	424,561	0	9,809	0
Due to other governments	953,726	0	0	517,390
Due to other funds	0	0	0	0
Due to other county units	87,519	0	16,190	0
Deposits	45,010	202,601	0	0
Revenue received in advance	15	0	4,188,199	0
Total liabilities	<u>5,296,476</u>	<u>236,208</u>	<u>4,416,407</u>	<u>608,664</u>
<b>Deferred inflows</b>				
Deferred inflow of resources	0	0	0	0
Total deferred inflows	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>Fund balances:</b>				
Nonspendable	276,574	0	0	0
Restricted	0	0	986,435	0
Committed	5,199,776	299,566	0	1,494,604
Assigned	8,254,963	1,697,543	0	0
Unassigned	20,933,860	0	0	0
Total fund balances	<u>34,665,173</u>	<u>1,997,109</u>	<u>986,435</u>	<u>1,494,604</u>
Total liabilities, deferred inflows, and fund balances	<u>\$ 39,961,649</u>	<u>\$ 2,233,317</u>	<u>\$ 5,402,842</u>	<u>\$ 2,103,268</u>

*The accompanying notes are an integral part of these special-purpose financial statements.*

<b>Special Assessment Paving Fund</b>	<b>Capital Improvement Fund</b>	<b>Nonmajor Governmental Funds</b>	<b>Component Unit - Housing Finance Authority of Leon County</b>	<b>Total Governmental Funds</b>
\$ 539,250	\$ 0	\$ 1,827,037	\$ 695,852	\$ 8,260,709
0	23,956,854	43,254,459	0	93,258,365
23,569	1,367,630	5,094,102	0	6,973,545
928,864	0	(2,057)	10	926,817
0	0	2,550,657	0	15,763,708
0	0	0	0	2,846,105
1,685	0	636,244	0	2,269,409
0	0	0	0	272,324
0	0	16,143	0	20,393
<u>\$ 1,493,368</u>	<u>\$ 25,324,484</u>	<u>\$ 53,376,585</u>	<u>\$ 695,862</u>	<u>\$ 130,591,375</u>
\$ 0	\$ 895,508	\$ 2,376,916	\$ 250	\$ 7,385,409
0	0	479,579	0	913,949
0	0	444,761	0	1,915,877
0	0	5,207	0	5,207
0	0	0	0	103,709
0	149,925	124,311	0	521,847
0	0	1,516,034	0	5,704,248
<u>0</u>	<u>1,045,433</u>	<u>4,946,808</u>	<u>250</u>	<u>16,550,246</u>
<u>928,874</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>928,874</u>
<u>928,874</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>928,874</u>
0	0	16,143	0	292,717
0	24,279,051	36,131,254	695,612	62,092,352
564,494	0	11,976,897	0	19,535,337
0	0	305,483	0	10,257,989
0	0	0	0	20,933,860
<u>564,494</u>	<u>24,279,051</u>	<u>48,429,777</u>	<u>695,612</u>	<u>113,112,255</u>
<u>\$ 1,493,368</u>	<u>\$ 25,324,484</u>	<u>\$ 53,376,585</u>	<u>\$ 695,862</u>	<u>\$ 130,591,375</u>



**Board of County Commissioners  
Leon County, Florida**

**Statement of Revenues, Expenditures, and Changes in Fund Balances -**

**Governmental Funds**

Year Ended September 30, 2017

	<b>General Fund</b>	<b>Fine &amp; Forfeiture Fund</b>	<b>Grants Fund</b>	<b>Fire Rescue Services Fund</b>	<b>Special Assessment Paving Fund</b>
<b>Revenues</b>					
Taxes	\$ 49,875,319	\$ 72,869,625	\$ 0	\$ 0	\$ 1,709
Licenses and permits	9,600	0	36,222	0	0
Intergovernmental	31,372,908	24,877	2,568,167	0	0
Charges for services	1,681,369	897,081	94,556	7,385,252	0
Fines and forfeitures	0	123,204	0	0	0
Interest	866,600	156,346	4,433	32,773	40,547
Net decrease in fair value of investments	(201,151)	(9,394)	(31,772)	(15,946)	0
Miscellaneous	140,903	0	(142,678)	0	282,155
<b>Total revenues</b>	<b>83,745,548</b>	<b>74,061,739</b>	<b>2,528,928</b>	<b>7,402,079</b>	<b>324,411</b>
<b>Expenditures</b>					
<b>Current:</b>					
General government	25,578,830	0	163	0	0
Public safety	2,313,024	0	584,225	8,324,058	0
Physical environment	2,356,760	0	517,937	0	0
Transportation	0	0	1,660,740	0	0
Economic environment	2,745,247	0	368,862	0	0
Human services	7,998,819	100,000	33,480	0	0
Culture and recreation	6,661,838	0	282,265	0	0
Judicial	2,526,095	1,707,911	158,875	0	0
<b>Debt Service:</b>					
Principal retirement	0	0	0	0	0
Interest and fiscal charges	0	0	0	0	0
Other debt service costs	0	0	0	0	0
<b>Total expenditures</b>	<b>50,180,613</b>	<b>1,807,911</b>	<b>3,606,547</b>	<b>8,324,058</b>	<b>0</b>
<b>Excess (deficiency) of revenues over (under) expenditures</b>	<b>33,564,935</b>	<b>72,253,828</b>	<b>(1,077,619)</b>	<b>(921,979)</b>	<b>324,411</b>
<b>Other financing sources (uses):</b>					
Transfers in	2,755,758	419,320	17,352	1,224,459	0
Refunding bonds issued	0	0	0	0	0
Payment to refunding bond escrow agent	0	0	0	0	0
Transfers out	(33,493,746)	(71,923,559)	(16,190)	(38,399)	(178,349)
<b>Total other financing (uses) sources</b>	<b>(30,737,988)</b>	<b>(71,504,239)</b>	<b>1,162</b>	<b>1,186,060</b>	<b>(178,349)</b>
<b>Net change in fund balances</b>	<b>2,826,947</b>	<b>749,589</b>	<b>(1,076,457)</b>	<b>264,081</b>	<b>146,062</b>
<b>Fund balances at beginning of year</b>	<b>31,838,226</b>	<b>1,247,520</b>	<b>2,062,892</b>	<b>1,230,523</b>	<b>418,432</b>
<b>Fund balances at end of year</b>	<b>\$ 34,665,173</b>	<b>\$ 1,997,109</b>	<b>\$ 986,435</b>	<b>\$ 1,494,604</b>	<b>\$ 564,494</b>

*The accompanying notes are an integral part of these special-purpose financial statements.*

<b>Capital Improvement Fund</b>	<b>Nonmajor Governmental Funds</b>	<b>Component Unit - Housing Finance Authority of Leon County</b>	<b>Total Governmental Funds</b>
\$ 0	\$ 37,016,244	\$ 0	\$ 159,762,897
0	3,077,931	0	3,123,753
0	7,960,298	4,574	41,930,824
0	12,754,660	56,996	22,869,914
0	403,839	0	527,043
257,049	516,977	7,072	1,881,797
(201,323)	(344,805)	0	(804,391)
1,300,000	2,016,202	47,825	3,644,407
<u>1,355,726</u>	<u>63,401,346</u>	<u>116,467</u>	<u>232,936,244</u>
4,610,454	2,116,995	0	32,306,442
1,415,280	24,170,896	0	36,807,483
1,466,943	8,184,884	0	12,526,524
156,654	18,529,426	0	20,346,820
0	4,031,498	70,865	7,216,472
0	1,979,942	0	10,112,241
2,269,888	6,431,870	0	15,645,861
1,376,856	280,974	0	6,050,711
0	7,609,077	0	7,609,077
0	803,817	0	803,817
0	57,691	0	57,691
<u>11,296,075</u>	<u>74,197,070</u>	<u>70,865</u>	<u>149,483,139</u>
<u>(9,940,349)</u>	<u>(10,795,724)</u>	<u>45,602</u>	<u>83,453,105</u>
4,827,412	21,263,350	0	30,507,651
0	15,991,000	0	15,991,000
0	(16,047,543)	0	(16,047,543)
0	(11,093,542)	0	(116,743,785)
<u>4,827,412</u>	<u>10,113,265</u>	<u>0</u>	<u>(86,292,677)</u>
(5,112,937)	(682,459)	45,602	(2,839,572)
29,391,988	49,112,236	650,010	115,951,827
<u>\$ 24,279,051</u>	<u>\$ 48,429,777</u>	<u>\$ 695,612</u>	<u>\$ 113,112,255</u>

**Board of County Commissioners  
Leon County, Florida**  
**Statement of Net Position - Proprietary Funds**  
**September 30, 2017**

	<b>Business-type Activities - Landfill Fund</b>	<b>Governmental Activities - Internal Service Funds</b>
<b>Assets</b>		
Current assets:		
Cash	\$ 462	\$ 271,624
Cash with fiscal agent	0	102,670
Investments	6,799,134	6,606,530
Accounts receivable	1,284,084	218,664
Due from other governments	0	13,998
Due from other county units	968	0
Inventories	1,214	39,710
Total current assets	<u>8,085,862</u>	<u>7,253,196</u>
Noncurrent assets:		
Restricted cash and investments	9,917,987	0
Capital assets:		
Land nondepreciable	1,809,844	0
Depreciable (net)	8,979,879	0
Total noncurrent assets	<u>20,707,710</u>	<u>0</u>
Total assets	<u>\$ 28,793,572</u>	<u>\$ 7,253,196</u>
<b>Liabilities</b>		
Current liabilities:		
Accounts payable	\$ 708,679	\$ 191,011
Accrued liabilities	348,923	142,970
Claims payable	0	4,451,773
Liability for closure costs/maintenance	375,325	0
Total current liabilities	<u>1,432,927</u>	<u>4,785,754</u>
Noncurrent liabilities:		
Liability for closure costs/maintenance	13,621,973	0
Total noncurrent liabilities	<u>13,621,973</u>	<u>0</u>
Total liabilities	<u>15,054,900</u>	<u>4,785,754</u>
<b>Net position</b>		
Net investment in capital assets	10,789,723	0
Unrestricted	2,948,949	2,467,442
Total net position	<u>13,738,672</u>	<u>2,467,442</u>
Total liabilities and net position	<u>\$ 28,793,572</u>	<u>\$ 7,253,196</u>

*The accompanying notes are an integral part of these special-purpose financial statements.*

**Board of County Commissioners  
Leon County, Florida**  
**Statement of Revenues, Expenses, and Changes in  
Fund Net Position - Proprietary Funds**  
**Year Ended September 30, 2017**

	<b>Business-type Activities - Landfill Fund</b>	<b>Governmental Activities - Internal Service Funds</b>
<b>Operating revenues</b>		
Charges for services	\$ 9,033,261	\$ 7,664,347
Total operating revenues	<u>9,033,261</u>	<u>7,664,347</u>
<b>Operating expenses</b>		
Personnel services	1,701,949	657,912
Contractual services	7,090,868	109,001
Supplies	262,054	1,111,244
Communications services	30,297	637,708
Insurance	53,418	3,418,360
Utility services	5,103	0
Depreciation	949,636	0
Other services and charges	1,615,463	1,344,586
Total operating expenses	<u>11,708,788</u>	<u>7,278,811</u>
Operating (loss) income	<u>(2,675,527)</u>	<u>385,536</u>
Nonoperating revenues:		
Taxes	1,868,893	0
Interest	205,419	65,081
Net decrease in fair value of investments	(183,072)	(50,501)
Miscellaneous	279,784	0
Total nonoperating revenues	<u>2,171,024</u>	<u>14,580</u>
Income (loss) before contributions and transfers	(504,503)	400,116
Transfers in	448,670	0
Transfers out	<u>(117,146)</u>	<u>(25,000)</u>
Change in net position	(172,979)	375,116
Net position at beginning of year	13,911,651	2,092,326
Net position at end of year	<u>\$ 13,738,672</u>	<u>\$ 2,467,442</u>

*The accompanying notes are an integral part of these special-purpose financial statements.*

**Board of County Commissioners  
Leon County, Florida**  
**Statement of Cash Flows - Proprietary Funds**  
**Year Ended September 30, 2017**

	<b>Business-type Activities - Landfill Fund</b>	<b>Governmental Activities - Internal Service Funds</b>
<b>Cash flows from operating activities</b>		
Receipts from customers	\$ 9,051,200	\$ 389,988
Payments to suppliers	(8,971,516)	(4,597,522)
Payments to employees	(1,680,162)	(636,432)
Internal activity - payments to other funds	(53,418)	0
Internal activity - cash received from other funds	0	7,219,123
Claims paid	0	(1,816,789)
Net cash (used in) provided by operating activities	<u>(1,653,896)</u>	<u>558,368</u>
<b>Cash flows from noncapital financing activities</b>		
Tax proceeds	1,868,893	0
Repayments on interfund loans	(426)	0
Transfers from other funds	448,670	0
Transfers to other funds	(117,146)	(25,000)
Net cash provided by (used in) noncapital financing activities	<u>2,199,991</u>	<u>(25,000)</u>
<b>Cash flows from capital and related financing activities</b>		
Sale of property	701,752	0
Acquisition and/or construction of capital assets	(980,385)	0
Net cash used in capital and related financing activities	<u>(278,633)</u>	<u>0</u>
<b>Cash flows from investing activities</b>		
Proceeds from sales and maturities of investments	4,837,569	2,907,938
Purchases of investments	(5,123,490)	(3,442,555)
Interest and dividends received	18,459	9,761
Net cash used in investing activities	<u>(267,462)</u>	<u>(524,856)</u>
Net (decrease) increase in cash	0	8,512
Cash at beginning of year	462	365,782
Cash at end of year	<u>\$ 462</u>	<u>\$ 374,294</u>

*The accompanying notes are an integral part of these special-purpose financial statements.*

**Board of County Commissioners  
Leon County, Florida**  
**Statement of Cash Flows - Proprietary Funds (continued)**  
**Year Ended September 30, 2017**

	<b>Business-type Activities - Landfill Fund</b>	<b>Governmental Activities - Internal Service Funds</b>
<b>Reconciliation of operating (loss) income to net cash (used in) provided by operating activities</b>		
Operating (loss) income:	\$ (2,675,527)	\$ 385,536
Adjustment to reconcile operating (loss) income to net cash used in operating activities:		
Depreciation expense	949,636	0
Change in assets and liabilities:		
Accounts and intergovernmental receivables	(190,136)	(44,552)
Inventories	0	0
Accounts payable and other liabilities	32,270	195,904
Accrued expenses	21,787	21,480
Revenues received in advance	0	0
Estimated liability for closure costs/maintenance	208,074	0
Net cash (used in) provided by operating activities	<u>\$ (1,653,896)</u>	<u>\$ 558,368</u>

*The accompanying notes are an integral part of these special-purpose financial statements.*

**Board of County Commissioners  
Leon County, Florida**

**Statement of Revenues, Expenditures, and Changes in Fund Balance  
Budget and Actual - General Fund**

Year Ended September 30, 2017

	<b>Budgeted Amounts</b>			<b>Variance with Final Budget Positive (Negative)</b>
	<b>Original</b>	<b>Final</b>	<b>Actual</b>	
<b>Revenues</b>				
Taxes	\$ 49,239,656	\$ 49,239,656	\$ 49,875,319	\$ 635,663
Licenses and permits	0	0	9,600	9,600
Intergovernmental	20,936,532	23,187,739	31,372,908	8,185,169
Charges for services	1,953,651	1,953,651	1,681,369	(272,282)
Interest	449,469	449,469	866,600	417,131
Net decrease in fair value of investments	0	0	(201,151)	(201,151)
Miscellaneous	342,950	342,950	140,903	(202,047)
<b>Total revenues</b>	<b>72,922,258</b>	<b>75,173,465</b>	<b>83,745,548</b>	<b>8,572,083</b>
<b>Expenditures</b>				
General government	19,768,549	29,236,224	25,578,830	3,657,394
Public safety	2,512,944	2,512,944	2,313,024	199,920
Physical environment	2,394,799	2,394,799	2,356,760	38,039
Economic environment	2,804,279	2,810,499	2,745,247	65,252
Human services	8,320,211	8,497,907	7,998,819	499,088
Culture and recreation	7,016,639	6,766,813	6,661,838	104,975
Judicial	447,052	1,175,150	2,526,095	(1,350,945)
<b>Total expenditures</b>	<b>43,264,473</b>	<b>53,394,336</b>	<b>50,180,613</b>	<b>3,213,723</b>
<b>Excess of revenues over expenditures</b>	<b>29,657,785</b>	<b>21,779,129</b>	<b>33,564,935</b>	<b>11,785,806</b>
<b>Other financing sources (uses):</b>				
Transfers in	10,650,403	11,400,403	2,755,758	(8,644,645)
Transfers out	(42,845,510)	(43,245,510)	(33,493,746)	9,751,764
<b>Total other financing sources (uses)</b>	<b>(32,195,107)</b>	<b>(31,845,107)</b>	<b>(30,737,988)</b>	<b>1,107,119</b>
<b>Net change in fund balance</b>	<b>(2,537,322)</b>	<b>(10,065,978)</b>	<b>2,826,947</b>	<b>12,892,925</b>
<b>Fund balance at beginning of year</b>	<b>31,838,226</b>	<b>31,838,226</b>	<b>31,838,226</b>	<b>0</b>
<b>Fund balance at end of year</b>	<b>\$ 29,300,904</b>	<b>\$ 21,772,248</b>	<b>\$ 34,665,173</b>	<b>\$ 12,892,925</b>

*The accompanying notes are an integral part of these special-purpose financial statements.*

**Board of County Commissioners  
Leon County, Florida**

**Statement of Revenues, Expenditures, and Changes in Fund Balance  
Budget and Actual - Fine & Forfeiture Fund**

Year Ended September 30, 2017

	<b>Budgeted Amounts</b>			<b>Variance with Final Budget Positive (Negative)</b>
	<b>Original</b>	<b>Final</b>	<b>Actual</b>	
<b>Revenues</b>				
Taxes	\$ 71,924,242	\$ 71,924,242	\$ 72,869,625	\$ 945,383
Intergovernmental	15,500	15,500	24,877	9,377
Charges for services	884,000	884,000	897,081	13,081
Fines and forfeitures	118,500	118,500	123,204	4,704
Interest	98,349	98,349	156,346	57,997
Net decrease in fair value of investments	0	0	(9,394)	(9,394)
Total revenues	<u>73,040,591</u>	<u>73,040,591</u>	<u>74,061,739</u>	<u>1,021,148</u>
<b>Expenditures</b>				
Human services	100,000	100,000	100,000	0
Judicial	1,717,032	1,817,032	1,707,911	109,121
Total expenditures	<u>1,817,032</u>	<u>1,917,032</u>	<u>1,807,911</u>	<u>109,121</u>
Excess of revenues over expenditures	<u>71,223,559</u>	<u>71,123,559</u>	<u>72,253,828</u>	<u>1,130,269</u>
Other financing sources (uses):				
Transfers in	0	0	419,320	419,320
Transfers out	(71,223,559)	(71,973,559)	(71,923,559)	50,000
Total other financing sources (uses)	<u>(71,223,559)</u>	<u>(71,973,559)</u>	<u>(71,504,239)</u>	<u>469,320</u>
Net change in fund balance	0	(850,000)	749,589	1,599,589
Fund balance at beginning of year	<u>1,247,520</u>	<u>1,247,520</u>	<u>1,247,520</u>	<u>0</u>
Fund balance at end of year	<u>\$ 1,247,520</u>	<u>\$ 397,520</u>	<u>\$ 1,997,109</u>	<u>\$ 1,599,589</u>

*The accompanying notes are an integral part of these special-purpose financial statements.*



**Board of County Commissioners  
Leon County, Florida**

**Statement of Revenues, Expenditures, and Changes in Fund Balance  
Budget and Actual - Grants Fund**

Year Ended September 30, 2017

	<b>Budgeted Amounts</b>			<b>Variance with Final Budget Positive (Negative)</b>
	<b>Original</b>	<b>Final</b>	<b>Actual</b>	
<b>Revenues</b>				
Licenses and permits	\$ 0	\$ 36,225	\$ 36,222	\$ (3)
Intergovernmental	389,267	15,938,182	2,568,167	(13,370,015)
Charges for services	84,835	296,956	94,556	(202,400)
Interest	0	6,479	4,433	(2,046)
Net decrease in fair value of investments	0	0	(31,772)	(31,772)
Miscellaneous	0	1,002,962	(142,678)	(1,145,640)
Total revenues	<u>474,102</u>	<u>17,280,804</u>	<u>2,528,928</u>	<u>(14,751,876)</u>
<b>Expenditures</b>				
General government	0	588	163	425
Public safety	350,882	1,813,989	584,225	1,229,764
Physical environment	0	4,819,223	517,937	4,301,286
Transportation	0	8,073,965	1,660,740	6,413,225
Economic environment	0	1,565,457	368,862	1,196,595
Human services	32,521	55,962	33,480	22,482
Culture and recreation	15,000	2,206,862	282,265	1,924,597
Judicial	216,690	250,307	158,875	91,432
Total expenditures	<u>615,093</u>	<u>18,786,353</u>	<u>3,606,547</u>	<u>15,179,806</u>
(Deficiency) excess of revenue (under) over expenditures	<u>(140,991)</u>	<u>(1,505,549)</u>	<u>(1,077,619)</u>	<u>427,930</u>
<b>Other financing sources (uses):</b>				
Transfers in	0	17,352	17,352	0
Transfers out	(121,155)	0	(16,190)	(16,190)
Total other financing sources (uses)	<u>(121,155)</u>	<u>17,352</u>	<u>1,162</u>	<u>(16,190)</u>
Net change in fund balance	(262,146)	(1,488,197)	(1,076,457)	411,740
Fund balance at beginning of year	<u>2,062,892</u>	<u>2,062,892</u>	<u>2,062,892</u>	<u>0</u>
Fund balance at end of year	<u>\$ 1,800,746</u>	<u>\$ 574,695</u>	<u>\$ 986,435</u>	<u>\$ 411,740</u>

*The accompanying notes are an integral part of these special-purpose financial statements.*

**Board of County Commissioners  
Leon County, Florida**

**Statement of Revenues, Expenditures, and Changes in Fund Balance  
Budget and Actual - Fire Rescue Services Fund**

Year Ended September 30, 2017

	<b>Budgeted Amounts</b>			<b>Variance with Final Budget Positive (Negative)</b>
	<b>Original</b>	<b>Final</b>	<b>Actual</b>	
<b>Revenues</b>				
Charges for services	\$ 7,094,946	\$ 7,302,564	\$ 7,385,252	\$ 82,688
Interest	0	0	32,773	32,773
Net decrease in fair value of investments	0	0	(15,946)	(15,946)
Total revenues	<u>7,094,946</u>	<u>7,302,564</u>	<u>7,402,079</u>	<u>99,515</u>
<b>Expenditures</b>				
Public safety	<u>8,280,315</u>	<u>8,487,933</u>	<u>8,324,058</u>	<u>163,875</u>
Total expenditures	<u>8,280,315</u>	<u>8,487,933</u>	<u>8,324,058</u>	<u>163,875</u>
Excess of revenues over expenditures	<u>(1,185,369)</u>	<u>(1,185,369)</u>	<u>(921,979)</u>	<u>263,390</u>
Other financing uses:				
Transfers in	1,224,459	1,224,459	1,224,459	0
Transfers out	<u>(39,090)</u>	<u>(39,090)</u>	<u>(38,399)</u>	<u>691</u>
Total other financing uses	<u>1,185,369</u>	<u>1,185,369</u>	<u>1,186,060</u>	<u>691</u>
Net change in fund balance	0	0	264,081	264,081
Fund balance at beginning of year	<u>1,230,523</u>	<u>1,230,523</u>	<u>1,230,523</u>	<u>0</u>
Fund balance at end of year	<u>\$ 1,230,523</u>	<u>\$ 1,230,523</u>	<u>\$ 1,494,604</u>	<u>\$ 264,081</u>

*The accompanying notes are an integral part of these special-purpose financial statements.*

**Board of County Commissioners  
Leon County, Florida**

**Statement of Revenues, Expenditures, and Changes in Fund Balance  
Budget and Actual - Special Assessment Paving Fund**

Year Ended September 30, 2017

	<b>Budgeted Amounts</b>			<b>Variance with Final Budget Positive (Negative)</b>
	<b>Original</b>	<b>Final</b>	<b>Actual</b>	
<b>Revenues</b>				
Taxes	\$ 0	\$ 0	\$ 1,709	\$ 1,709
Interest	32,965	32,965	40,547	7,582
Miscellaneous	145,350	145,350	282,155	136,805
Total revenues	<u>178,315</u>	<u>178,315</u>	<u>324,411</u>	<u>146,096</u>
<b>Expenditures</b>				
Physical environment	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Excess of revenues over expenditures	<u>178,315</u>	<u>178,315</u>	<u>324,411</u>	<u>146,096</u>
Other financing uses:				
Transfers out	<u>(178,315)</u>	<u>(178,315)</u>	<u>(178,349)</u>	<u>(34)</u>
Total other uses	<u>(178,315)</u>	<u>(178,315)</u>	<u>(178,349)</u>	<u>(34)</u>
Net change in fund balance	0	0	146,062	146,062
Fund balance at beginning of year	<u>418,432</u>	<u>418,432</u>	<u>418,432</u>	<u>0</u>
Fund balance at end of year	<u>\$ 418,432</u>	<u>\$ 418,432</u>	<u>\$ 564,494</u>	<u>\$ 146,062</u>

*The accompanying notes are an integral part of these special-purpose financial statements.*

**Board of County Commissioners  
Leon County, Florida**  
**Statement of Fiduciary Assets and Liabilities - Agency Fund**  
**September 30, 2017**

	<b><u>Total Agency Funds</u></b>
<b>Assets</b>	
Cash	\$ 676,724
Accounts receivable	<u>3,463,658</u>
Total assets	<u><u>\$ 4,140,382</u></u>
<b>Liabilities</b>	
Accounts payable	\$ 155,800
Accrued liabilities	1,143,684
Due to other funds	<u>2,840,898</u>
Total liabilities	<u><u>\$ 4,140,382</u></u>

*The accompanying notes are an integral part of these special-purpose financial statements.*

**Board of County Commissioners  
Leon County, Florida**  
**Notes to Special-Purpose Financial Statements**  
**Year Ended September 30, 2017**

**Note 1. Accounting Policies**

**Reporting Entity**

Leon County (the County) is a political subdivision of the state of Florida and provides services to its residents in many areas, including public safety, transportation, recreation, and human services. It is governed by an elected Board of County Commissioners (seven members). In addition to the members of the Board of County Commissioners, there are five elected Constitutional Officers: Clerk of the Circuit Court, Sheriff, Tax Collector, Property Appraiser, and Supervisor of Elections. The Constitutional Officers maintain separate accounting records and budgets. Effective for the 2003 fiscal year, the citizens of Leon County passed a voter referendum to make Leon County a charter county. The charter is a simple charter which allows for the same powers and duties as provided in the Constitution of the State of Florida and *Florida Statutes*. However, in certain instances, the charter either alters or expands the powers of the elected officials via voter referendum. The accounting policies of Leon County, Florida conform to generally accepted accounting principles as applicable to governments. The more significant accounting policies of Leon County Board of County Commissioners (the Board) are described below.

**Component Units**

The component unit discussed below is included in the Board's reporting entity either because of the significance of the operational relationship or the Board is financially accountable for the component unit. The Board is financially accountable for an organization when the Board appoints a voting majority of the organization's governing body and is able to impose its will on the organization; there is a potential for the organization to provide a financial benefit or impose a financial burden on the Board; or the organization is fiscally dependent on the Board.

Specific criteria used to determine financial accountability are:

- Selection of a voting majority of the governing body.
- Imposition of Will: Ability to remove appointed members at will; ability to approve or modify rate charges affecting revenue; ability to appoint, hire or dismiss management.
- Financial Benefit or Burden Relationship: The Board is legally entitled to or can otherwise access the organization's resources; the Board is legally obligated or has otherwise assumed the obligation to finance the deficits of or provide support to the organization; or the Board is obligated in some manner for the debt of the organization.
- Fiscal Dependency: Ability to approve or modify the organization's budget or rate charges; ability to approve debt issuances and/or tax levies.

**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2017**

**Note 1. Accounting Policies (continued)**

**Component Units (continued)**

Financial statements of component units are included in the financial reporting entity either as a blended component unit or as a discretely presented component unit in accordance with governmental accounting standards. At September 30, 2017, the only component unit of the Board is The Housing Finance Authority of Leon County (the Authority) which is discretely presented in a separate column on the Board's financial statements.

The Authority was created as a Florida public corporation in accordance with the Florida Housing Finance Authority Law, Part IV of Chapter 159, *Florida Statutes* (1979), following the adoption of an approving ordinance (#80-39) by the Board of County Commissioners of Leon County, Florida. The Authority is a Dependent Special District as defined in Section 189.4041, *Florida Statutes*.

The Authority's governing board is appointed by the Board; the budget is approved by the Board; all bonds issued and contracts entered into must be approved by the Board; the Board may, at its sole discretion, and at anytime, alter or change the structure, organization, programs or activities of the Authority, including the power to terminate the Authority; and the Board maintains the books and records of the Authority. This component unit is reported in a separate column to emphasize that it is legally separate from the Board. Separate financial information for the Housing Finance Authority is available at 918 Railroad Avenue, Tallahassee, Florida 32310.

***Excluded from the Reporting Entity:***

The Leon County Health Facilities Authority, Leon County Research and Development Authority, Leon County Education Facilities Authority, Leon County Energy Improvement District, and Community Redevelopment Agency have been established under *Florida Statutes*, Chapter 159, Part V, Chapter 154, Part III, Chapter 243, Chapter 189, Part II and Chapter 163, Part III, respectively. Operations of the above authorities are not included in this report because they do not meet the criteria for inclusion in the reporting entity as set forth in GASB Statement No. 39.

Other public entities located within Leon County and not included in the financial statements of the Board include municipalities and the following independent taxing districts authorized and established by the Laws of Florida:

Leon County School Board District  
Leon County Health Department  
Fallschase Special Taxing District  
Northwest Florida Water Management District

These potential component units have been excluded because they do not meet the criteria for inclusion in the reporting entity.

**Board of County Commissioners  
Leon County, Florida**  
**Notes to Special-Purpose Financial Statements**  
**Year Ended September 30, 2017**

**Note 1. Accounting Policies (continued)**

**Consolidated Dispatch Agency**

In May 2012, the City of Tallahassee, Leon County, Florida, and the Leon County Sheriff's Office entered into an inter-local agreement authorized by Section 163.01, *Florida Statutes*. This agreement created a Consolidated Dispatch Agency (CDA) for the purpose of dispatching law enforcement, fire and emergency medical services personnel. The term of this agreement is for a period of 10 years, commencing April 1, 2013, and will renew automatically thereafter. The CDA will govern and manage the provision of public safety consolidated dispatch services on a county-wide basis.

The governing body of the CDA consists of the City of Tallahassee City Manager, the Leon County Administrator and the Leon County Sheriff, hereinafter called the Council. The City and Sheriff shall fund the CDA budget proportionately based upon the per capita population within the corporate limits of the City of Tallahassee for the city, and the per capita population within the unincorporated area of Leon County for the Sheriff, and a service cost allocation shall be included in the CDA's annual budget. Current audited financial statements may be obtained from the Consolidated Dispatch Agency, 300 S. Adams Street, Box A-19, Tallahassee, Florida 32301.

**Capital Regional Transportation Planning Agency**

In December 2004, the Capital Regional Transportation Planning Agency (CRTPA) was created through an inter-local agreement between the Florida Department of Transportation; the Counties of Leon, Gadsden, Jefferson and Wakulla; the Cities of Tallahassee, Chattahoochee, Gretna, Midway, Monticello, Quincy, St. Marks and Sopchoppy; the towns of Greensboro, Havana and the Leon County School Board as authorized by Section 163.01 *Florida Statutes*. It was established in order for the members to participate cooperatively in the development of transportation related plans and programs. The governing board consists of voting representatives from the Counties of Leon, Gadsden, Jefferson, and Wakulla; the Cities of Midway, Quincy, Tallahassee, Chattahoochee and Gretna; the Towns of Greensboro and Havana, the Leon County School Board, and three nonvoting representatives from the Florida Department of Transportation, the Federal Highway Administration, and StarMetro.

The CRTPA receives federal and state transportation funds for the performance of its transportation planning and programming activities. If operating expenses exceed the external funding obtained, the deficit is funded by the members of the CRTPA in proportion of their weighted votes. As a participating member of CRTPA, Leon County has a limited share of financial responsibility for any such deficits. Current audited financial statements may be obtained from the Capital Regional Transportation Planning Agency, 300 S. Adams Street, Box A-19, Tallahassee, Florida 32301.

**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2017**

**Note 1. Accounting Policies (continued)**

**Blueprint Intergovernmental Agency**

In October 2000, Leon County entered into an interlocal agreement with the City of Tallahassee as authorized by Section 163.01(7) *Florida Statutes*. This agreement created the Blueprint 2000 Intergovernmental Agency, now known as the Blueprint Intergovernmental Agency (Blueprint) to govern the project management for the project planning and construction of a list of projects known as the Blueprint projects. The Board of County Commissioners and the City Commission constitute the Blueprint's Board of Directors and jointly govern the organization. The revenues to fund the projects under this agreement are the collections of the local government infrastructure sales surtax, which began December 1, 2004. This tax was extended pursuant to the provisions in Section 212.055, *Florida Statutes*, until December 31, 2039.

Periodically, the Blueprint provides construction management services to the County. For these services the Blueprint and the County enter into Joint Participation Agreements whereby the County agrees to pay an administrative fee to the Blueprint.

Current audited financial statements may be obtained from the Blueprint Intergovernmental Agency, 315 S. Calhoun Street, Suite 450, Tallahassee, Florida 32301.

**Basis of Presentation**

The special-purpose fund financial statements are fund financial statements that have been prepared in conformity with the accounting principles and reporting guidelines established by the Governmental Accounting Standards Board (GASB) and accounting practices prescribed by the State of Florida, Office of the Auditor General.

**Description of Funds**

***Governmental Major Funds:***

The Board reports the following major funds in the governmental fund financial statements:

*General Fund* – The General Fund is the general operating fund of the Board. This fund is used to account for all financial transactions not required to be accounted for in another fund.

*Fine & Forfeiture Fund* – This fund was established to account for revenues collected pursuant to the provisions of Section 142.01, *Florida Statutes*. It also accounts for expenditures related to the costs of criminal prosecutions and for the proceeds of certain court fines and costs as well as accounting for ad valorem tax revenues collected and used to support the Sheriff's Department.

*Grants Fund* – This fund is used to account for the revenues and expenses of federal, state, and local grants awarded to the county. This fund also includes the corresponding county matching funds for the various grants.



**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2017**

**Note 1. Accounting Policies (continued)**

**Description of Funds (continued)**

***Governmental Major Funds: (continued)***

*Fire Rescue Services Fund* – This fund was established to fund enhanced fire protection services in the unincorporated area of Leon County. The revenue source is derived from a fire service fee levied on single-family, commercial, and governmental properties in the unincorporated area of the county. It also assists with funding for volunteer fire departments. By interlocal agreement, the fire rescue and emergency management services are functionally consolidated under the city and county.

*Special Assessment Paving Fund* – This fund accounts for the repayment of special assessments associated with the county's paving program. Repayments are collected as a non-ad valorem special assessment on the annual tax bill. The revenues are repaying the county for the costs to construct the paving projects.

*Capital Improvement Fund* – This fund is used to account for the acquisition or construction of major non-transportation related capital facilities and/or projects other than those financed by proprietary funds.

***Proprietary Major Fund:***

*Landfill Fund* – The Landfill Fund accounts for the revenues, expenses, assets and liabilities associated with the County landfill and transfer station.

***Other Fund Types:***

*Internal Service Funds* – These funds account for goods or services provided by various departments to other departments of the Board on a cost-reimbursement basis.

*Agency Funds* – These funds account for assets held by the Board as an agent for individuals, private organizations, and/or other governmental units. These are custodial in nature (assets equal liabilities) and do not involve measurement of results of operations.

**Basis of Accounting**

Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the fund financial statements and relates to the timing of the measurements made.

**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2017**

**Note 1. Accounting Policies (continued)**

**Basis of Accounting (continued)**

The accompanying special-purpose financial statements have been prepared using the current financial resources measurement focus and the modified accrual basis of accounting for all Governmental Funds. Accordingly, revenues are recognized when measurable and available to pay liabilities of the current period and expenditures are generally recorded when the liability is incurred and/or will be paid from expendable available financial resources.

The Board considers receivables collected within 60 days after year-end to be available and susceptible to accrual as revenues of the current year. The following revenues are considered to be susceptible to accrual: taxes, charges for services, interest, state revenue sharing, federal forestry revenue, insurance agents' revenue, various other gas taxes, gas tax pour-over trust, federal and state grants, planning and zoning revenue, municipal service franchise fees, and special assessments.

Expenditures are generally recorded when the related fund liability is incurred. An exception to this general rule is principal and interest on general long-term debt which is recorded when due.

The financial statements of the Proprietary Funds and Fiduciary Funds (Agency Funds) are prepared on the economic resources measurement focus and the accrual basis of accounting. Their revenues are recognized when earned and their expenses are recognized when incurred. Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund.

Exchange transactions are those in which each party receives and gives up essentially equal values. Nonoperating revenues, such as subsidies, taxes, and investment earnings, result from nonexchange transactions or ancillary activities.

**Budgets and Budgetary Accounting**

*Florida Statutes*, Section 129.01 (2) (b), requires that "...the receipts division of the budget shall include ninety-five percent of all receipts reasonably expected to be anticipated from all sources, including taxes to be levied, and one hundred percent of the amount of the balances, both of cash and liquid securities, estimated to be brought forward at the beginning of the fiscal year." The Board has complied with the provisions of the above *Florida Statutes*.

Annual budgets for the governmental fund types and the Housing Finance Authority of Leon County are adopted on a basis consistent with accounting principles generally accepted in the United States of America. Budgets are not adopted for the fiduciary funds. The legal level of budgetary control is at the fund level; however, budgets are monitored at varying levels of detail.

All annual appropriations lapse at fiscal year end, although the Board expects to honor purchase orders and contracts in process, subject to authority provided in the subsequent year's budget.

**Board of County Commissioners  
Leon County, Florida**  
**Notes to Special-Purpose Financial Statements**  
**Year Ended September 30, 2017**

**Note 1. Accounting Policies (continued)**

**Budgets and Budgetary Accounting (continued)**

The budget information, as amended, presented in the financial statements was prepared on the modified accrual basis of accounting. All Board authorized amendments to the applicable budget originally approved have been incorporated into the data reflected in the special-purpose financial statements. The Board made several supplemental budgetary appropriations throughout the year.

The Board uses the following procedures in establishing the budgetary data reflected in the financial statements:

1. On or before May 1 of each year, the designated budget officer submits to the Board a tentative budget for the ensuing fiscal year. The tentative budget includes proposed expenditures and funding sources.
2. The Board requires such changes to be made as it shall deem necessary, provided the budget remains in balance and subject to the notice and hearing requirements of Section 200.065, *Florida Statutes* and the budget preparation and adoption procedures, as defined in Section 129.03, *Florida Statutes*. The legal level of budgetary control is at the fund level.
3. Public hearings are held pursuant to Section 200.065, *Florida Statutes* in order for the Board to adopt the tentative and final budgets.
4. Prior to October 1, the budget is legally enacted through passage of a resolution.
5. All changes to the final budget must be approved by the Board in accordance with Section 129.06, *Florida Statutes*.
6. Formal budgetary integration is used as a management control device during the year for all governmental funds of the Board.
7. Budgets for the governmental fund types are adopted on a basis consistent with accounting principles generally accepted in the United States of America.

Applicable budgets of Constitutional Officers are controlled by appropriations in accordance with budgetary requirements set forth in the *Florida Statutes*.

**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2017**

**Note 1. Accounting Policies (continued)**

**Cash and Investments**

Cash includes amounts in demand deposits. The Board's investments consist of U.S. Government obligations, money market funds, municipal bonds, and commercial paper of prime quality and are reported at fair value.

In accordance with the provisions of GASB Statement No. 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*, investments of the Board are reported at amortized cost, which approximates fair value.

During the 2016-2017 fiscal year, the Board invested in three different investment pools: the Special Purpose Investment Account (SPIA) within the Florida Treasury Investment Pool (the Pool) administered by the Florida Department of Financial Services, as authorized by Section 17.61(1), *Florida Statutes*; The Florida Local Government Investment Trust (FLGIT), a local government investment pool developed through the joint efforts of the Florida Court Clerks and Comptrollers (FCCC) and the Florida Association of Counties (FAC); and the Local Government Surplus Funds Trust Fund (Florida PRIME), administered by the Florida State Board of Administration (SBA) as authorized by Section 218.415 (17), *Florida Statutes*. Florida PRIME is not a registrant with the SEC; however, the SBA has adopted operating procedures consistent with the requirements for the SEC Rule 2a-7 fund.

The Board liquidates and reallocates investments throughout the year depending on whether the external pools authorized by *Florida Statutes* or the interest bearing accounts with approved public depositories provide the most favorable interest rates.

**Receivables**

Receivables are shown net of an allowance for uncollectibles. As the receivables age, the allowance increases. The emergency medical services allowance used for September 30, 2017 is equal to 69% of current year billings.

**Short-Term Interfund Receivables/Payables**

During the course of operations, numerous transactions occur between individual funds for services rendered or goods provided resulting in receivables and payables that are classified as "due from other funds" or "due to other funds" on the balance sheet.

**Inventories**

Inventories in the General Fund and Internal Service Funds consist of expendable office supplies. The office supplies are valued at the average unit cost and are accounted for under the consumption method whereby the cost is recorded as an expenditure at the time of issuance to the user department.

**Board of County Commissioners  
Leon County, Florida**  
**Notes to Special-Purpose Financial Statements**  
**Year Ended September 30, 2017**

**Note 1. Accounting Policies (continued)**

**Restricted Assets**

Investments that are held in escrow in accordance with the Florida Administrative Code requirement for landfill closure and post-closure costs are shown as restricted in the Proprietary Fund.

**Capital Assets**

Capital assets purchased in the governmental fund types are recorded as expenditures (capital outlay) at the time of purchase. Such assets are reported as capital assets in the Statement of Net Position as part of the Leon County, Florida Comprehensive Annual Financial Report (Leon County CAFR). The Board does not record depreciation of these assets on its governmental fund financial statements, although depreciation is recorded for such assets in the Leon County CAFR. Donated assets are recorded at fair market value at the date of donation. Accounting policies for capitalization and depreciation of infrastructure assets including roads, bridges, curbs, gutters, and sidewalks are described in the Leon County CAFR. A summary of capital assets purchased by the Board's governmental funds is provided in Note 5.

**Fixed Assets**

Fixed assets acquired in the Proprietary Funds are capitalized at cost. Gifts or contributions are recorded at fair market value at the time received. Depreciation on property and equipment in the Proprietary Funds is computed using the straight-line method over the estimated useful lives. The Board follows the policy of capitalizing interest as a component of the cost of proprietary fund type fixed assets constructed for its own use.

The general fixed assets used in the operations of the Board, Property Appraiser, Tax Collector, Clerk of the Circuit Court, and Supervisor of Elections, and the real property used by the Sheriff are accounted for by the Board, as the Board holds legal title and is accountable for them under Florida law.

**Liability for Compensated Absences**

The Board accrues a liability for employees' rights to receive compensation for future absences when certain conditions are met. The Board does not, nor is it legally required to accumulate expendable available financial resources to liquidate this obligation. Accordingly, the liability for the compensated absences is not reported in the governmental funds. However, the current and long-term portion of the liability for compensated absences is reported in the Statement of Net Position of Leon County CAFR.

**Other Postemployment Benefits**

The Board, through Leon County, offers retiree medical and life insurance benefits for qualifying Board employees that have retired from a Florida Retirement System (FRS) pension plan.

**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2017**

**Note 1. Accounting Policies (continued)**

**Executive Service Plan**

Executive service and senior management employees of the Board are entitled to severance pay if terminated from employment. If there is a contract or employment agreement, severance pay may not exceed an amount greater than twenty weeks of compensation. If there is no contract, severance pay is limited to six weeks.

**Net Position and Fund Balances**

Net Position is the difference between fund assets and liabilities on the government-wide, proprietary, and fiduciary fund statements. Fund Balance is the difference between assets and liabilities on the governmental fund statement.

For financial reporting purposes, County policy defines the five fund balance classifications for governmental funds and the order that the resources are used.

*Nonspendable Fund Balance* - Balances are comprised of funds that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

*Restricted Fund Balance* - Balances are comprised of funds that have legally enforceable constraints placed on their use or those funds that have externally-imposed restrictions by resource providers or creditors, grantors, contributors, voters, or interlocal agreement, or enabling legislation.

*Committed Fund Balance* - Balances are comprised of unrestricted funds used for specific purposes pursuant to constraints imposed by formal action such as ordinances, resolutions, or legislation of Leon County and that remain binding unless removed by a majority vote of the Board of County Commissioners.

*Assigned Fund Balance* - Balances are comprised of unrestricted funds informally constrained by a majority vote of the Board of County Commissioners, or by a designated county officer, in a manner that reflects the County's use of those resources such as appropriations of fund balance at year end or at the beginning of the new fiscal year.

*Unassigned Fund Balance* - Balances are comprised of the residual of the unrestricted funds in the General Fund and are not nonspendable, restricted, committed, or assigned. Other fund types can only report a negative unassigned residual amount.

The County's policy is that available resources will be spent in the following order: restricted, committed, assigned, and unassigned.

**Board of County Commissioners  
Leon County, Florida**  
**Notes to Special-Purpose Financial Statements**  
**Year Ended September 30, 2017**

**Note 1. Accounting Policies (continued)**

**Common Expenses**

Certain expenses that are common to the Board and all Constitutional Officers are reported as expenditures of the Board and, therefore, are not budgeted by or allocated to the other Constitutional Officers. These are:

- Occupancy costs
- Property insurance
- Utilities (except telephone), and
- Janitorial service

**Operating Transfers**

The Board funds a portion or, in certain instances, all of the operating budgets of the County's Constitutional Officers. The payments by the Board to fund the operations of the Constitutional Officers are recorded as operating transfers out on the financial statements of the Board and as operating transfers in on the financial statements of the Constitutional Officers. Repayments to the Board are recorded as operating transfers out on the financial statements of the Constitutional Officers and as operating transfers in on the financial statements of the Board.

**Use of Estimates**

The preparation of the special-purpose financial statements is in conformity with accounting practices prescribed by the State of Florida, Office of the Auditor General, and requires management to make use of estimates that affect the reported amounts in the special-purpose financial statements. Actual results could differ from estimates.

**Note 2. Property Taxes**

Under Florida Law, the assessment of all properties and the collection of all county, municipal, special taxing districts, and school board property taxes are consolidated in the offices of the County Property Appraiser and County Tax Collector. The laws of Florida regulating tax assessments are also designed to assure a consistent property valuation method statewide. State statutes permit counties to levy property taxes at a rate of up to 10 mills. The tax levy of Leon County is established by the Board prior to October 1 of each year. The millage rate collected by the Board during the current fiscal year was 8.3144 mills. County citizens were also assessed for emergency medical services through a Municipal Services Taxing Unit at a millage rate of 0.5000 mills. For County citizens charged a special assessment, the required annual payment is included on their tax bill.

All property is reassessed according to its fair market value as of January 1 of each year. Each assessment roll is submitted to the Executive Director of the State Department of Revenue for review to determine if the rolls meet all of the appropriate requirements of *Florida Statutes*.

**Board of County Commissioners  
Leon County, Florida**  
**Notes to Special-Purpose Financial Statements**  
**Year Ended September 30, 2017**

**Note 2. Property Taxes (continued)**

All taxes are due and payable on November 1 of each year, or as soon thereafter as the assessment roll is certified and delivered to the Tax Collector. All unpaid taxes become delinquent on April 1 following the year in which they are assessed. Discounts are allowed for early payment at the rate of 4% in the month of November, 3% in the month of December, 2% in the month of January, and 1% in the month of February. The taxes paid in March are without discount. No accrual for the property tax levy becoming due in September 30, 2017 is included in the accompanying financial statements, since such taxes are collected to finance expenditures of the subsequent period.

On or prior to June 1, following the tax year, tax certificates are sold for all delinquent taxes on real property in accordance with the laws of Florida. After sale, tax certificates bear interest of 18% per year or at any lower rate bid by the buyer. Application for a tax deed on any unredeemed tax certificates may be made by the certificate holder after a period of two years.

Delinquent taxes on personal property bear interest at 18% per year until the tax is satisfied either by seizure and sale of the property or by the seven-year statute of limitations. Since tax certificates were sold for substantially all current year delinquent property taxes, there were no material property taxes receivable at September 30, 2017.

**Note 3. Cash and Investments**

**Credit Risk**

The Board's Investment Policy (the Policy) provides a structure for the portfolio that is designed to minimize credit risk. The majority of the securities held will be those of the highest available credit quality ratings. Staff will notify the Investment Oversight Committee (IOC) at any time holdings drop below the minimum credit ratings specified in the policy. The IOC will consider the market environment and make recommendations to hold and continue to monitor the investments or liquidate the investments. To further limit the Board's risk against possible credit losses, a maximum of 3% of the total portfolio managed by the Board's external manager may be held per issuer in corporate notes and bonds and 5% per issuer in commercial paper. The Policy provides that 45% of the external portfolio may be invested in Federal instrumentalities, with a limit of 15% of the portfolio in any one issuer.

Section 218.415(16), *Florida Statutes*, stipulates the state-approved investment policy for all governmental entities and includes the following investments:

1. The Local Government Surplus Funds Trust Fund or any authorized intergovernmental investment pool.
2. Securities and Exchange Commission (SEC) registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
3. Interest-bearing time deposits or savings accounts in qualified public depositories.



**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2017**

**Note 3. Cash and Investments (continued)**

**Credit Risk (continued)**

4. Direct obligations of the U.S. Treasury.
5. Federal agencies and instrumentalities.
6. Securities of, or other interests in, any management type investment company or trust registered under the Investment Company Act of 1940, where the investment portfolio is limited to United States Government Obligations.
7. Other investments authorized by law or by ordinance for a county or a municipality.

The Board's Investment Policy limits credit risk by restricting authorized investments to the following: Local Government Surplus Funds Trust Fund (Florida PRIME), State of Florida Special Purpose Investment Account (SPIA), direct obligations of the United States or its agencies and instrumentalities, direct obligations of states and municipalities, repurchase agreements, commercial paper, bankers' acceptances, money market mutual funds, the Florida Local Government Investment Trust (FLGIT), and the Florida Municipal Investment Trust (FMIVT).

The Chief Financial Officer for the State of Florida (formerly the State Treasurer) has been investing state revenues, excess revenues of state universities and community colleges and certain other public agencies in a commingled investment portfolio for several years. This program is authorized under Section 17.61(1), *Florida Statutes* and is called the Special Purpose Investment Account (SPIA). SPIA funds are combined with State funds and are invested as part of the Treasury Investment Pool.

Historically, SPIA participants have received higher earnings reflecting the higher risk associated with the longer maturities and lower credit quality. The financial details and disclosures for SPIA are made in Note 2 to the State of Florida Comprehensive Annual Financial Report (CAFR). The Florida Treasury Investment Pool is rated by Standard and Poor's. The rating as of September 30, 2017 was A+f. Investments in this pool are limited to a maximum of 100% of the portfolio. A copy of the Florida Treasury Investment Pool's most recent financial statements can be found at <https://www.myfloridacfo.com/Division/Treasury/Reports/AnnualReports>.

The FLGIT is a local government investment pool created by the Florida Court Clerks and Comptrollers, and the Florida Association of Counties for the purpose of providing public entities with an investment program that focuses on longer term securities with the highest credit ratings. The effective maturity of the underlying investments is five years or less. At year end, the FLGIT was invested in treasury notes, corporates, asset-backed securities, and Federal agency obligations. This investment type is subject to some market risk due to fluctuating prices and liquidity risk due to advance redemption notification requirements. However, it has a professional investment advisor and an investment advisory board, and provides diversity in the Fund's portfolio. The FLGIT maintains a credit rating of AA+ by Standard & Poor's. Investments in this pool are limited to a maximum of 15% of the portfolio. A copy of FLGIT's most recent financial statements can be found at <http://www.floridatrusionline.com/about>.

**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2017**

**Note 3. Cash and Investments (continued)**

**Credit Risk (continued)**

The Florida PRIME is an external investment pool that is administered by the Florida State Board of Administration (SBA). Florida PRIME is not a registrant with the SEC; however, the SBA has adopted operating procedures consistent with the requirements for the SEC Rule 2a-7 fund. Florida PRIME is governed by Chapter 19-7 of the Florida Administrative Code, which identifies the Rules of the SBA. These rules provide guidance and establish the general operating procedures for the administration of Florida PRIME. Additionally, the State of Florida, Office of the Auditor General performs the operational audit of the activities and investments of the SBA. Throughout the year and as of September 30, 2017, Florida PRIME contained certain floating rate and adjustable rate securities that were indexed based on the prime rate and/or one and three-month LIBOR rates. These floating rate and adjustable rate securities are used to hedge against interest risk and provide diversification to the portfolio. Investments in this pool are limited to a maximum of 15% of the portfolio. The current rating for the Florida PRIME is AAAM by Standard and Poor's. A copy of Florida PRIME's most recent financial statements can be found at <http://www.sbafla.com/prime/Audits/tabid/582/Default.aspx>.

**Custodial Credit Risk**

Custodial credit risk is the risk that, in the event of a bank failure or the failure of the counterparty, the government's deposits may not be returned to it, or may not be able to recover the value of its investments that are in the possession of an outside party.

Qualified public depositories of public funds are required to provide collateral each month pursuant to Section 280.04, *Florida Statutes*. The collateral is held by the Florida Division of Treasury or other custodian with full legal rights maintained by the Florida Division of Treasury to transfer ownership. Any loss not covered by the pledged securities and deposit insurance would be assessed by the Florida Division of Treasury and paid by the other public depositories. The County's deposits are therefore considered fully insured or collateralized. Bank balances at September 30, 2017, were \$10,505,156.

Due to the nature of the County's cash and investments, management believes there is no exposure to custodial credit risk and concentration of credit risk.

**Interest Rate Risk**

Interest rate risk is the risk that changes in interest rates will adversely affect the fair market value of investments. The County's actual portfolio will have a duration range of 0.5 years to 2.5 years. Unusual market or economic conditions may mandate moving the portfolio outside of this range. The Investment Oversight Committee will be convened and will approve any portfolio duration outside of the range specified above. The effective duration of investments is listed in the preceding table.

**Board of County Commissioners  
Leon County, Florida**  
**Notes to Special-Purpose Financial Statements**  
**Year Ended September 30, 2017**

**Note 3. Cash and Investments (continued)**

**Interest Rate Risk (continued)**

The externally managed portfolio totaled \$65,815,566 at September 30, 2017, and was invested for a weighted average term of approximately 867 days, as compared to a weighted average term of 797 days in fiscal year 2016. The County requires a minimum balance of short term investments. To meet the day-to-day operating needs of the County and to provide the ready cash to meet unforeseen temporary cash requirements, a liquidity base of approximately at least two months of anticipated disbursements is kept in relatively short term investments. This includes investments in government pools with daily liquidity such as Florida PRIME or money markets. The Board was in compliance with this requirement.

As of September 30, 2017, the value of the Board's deposits and investments, with their respective credit ratings, was as follows:

	<u>Fair Value</u>	<u>Credit Rating</u>	<u>Duration</u>
Deposits in Qualified Public Depositories	\$ 8,522,818	N/A	N/A
External Investment in Government Pools:			
State of Florida Special Purpose Investment Account (SPIA)	51,055,707	A+f	2.89
Florida Local Government Investment Trust Government Fund (FLGIT)	5,878	AAAf	1.74
Florida PRIME Investment Pool	5,679	AAAm	0.22
Externally Managed Portfolio:			
Money Market	14,801	AAA	N/A
U.S. Treasuries	24,753,143	AA+	2.41
Government Sponsored Agencies:			
Federal Home Loan Bank	5,593,663	AA+	1.77
Federal National Mortgage Association	7,577,607	AA+	1.67
Other Government Sponsored Agencies	7,048,868	AA+	1.58
Mortgage Backed Securites	564,317	AA+	1.30
Collateralized Mortgage Obligations	700,279	AA+	0.98
Corporate Bonds	8,523,397	A-	1.25
Corporate Bonds	4,737,994	AA-	1.49
Corporate Bonds	578,932	BBB+	0.31
Asset-backed Securities	<u>5,722,565</u>	AAA	0.90
<b>Total Cash and Investments</b>	<u><u>\$ 125,405,648</u></u>		

The amounts above exclude cash on hand and amounts held by third parties in trust for the Board, but includes accrued interest of \$300,814.

**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2017**

**Note 3. Cash and Investments (continued)**

**Foreign Currency Risk**

The County contributes to the Florida Retirement System (FRS), the investments of which are administered by the State Board of Administration. The FRS's investment policy and exposure to foreign currency risk is disclosed in Note 2 of the State of Florida Comprehensive Annual Financial Report. A copy of this report is available at <https://www.myfloridacfo.com/Division/AA/Reports/>.

**Note 4. Fair Value Measurements**

In February 2015, GASB issued GASB Statement No. 72. GASB 72 applicability related to the application of fair value is limited to assets and liabilities that are currently measured at fair value and certain investments that are not currently measured at fair value.

Florida PRIME currently meets all of the necessary criteria to elect to measure all of the investments in Florida PRIME at amortized cost. Therefore, the County participant account balance is considered the fair value of the investment. Florida PRIME investment is exempt from the GASB 72 fair value hierarchy disclosures.

FLGIT reports based on the fair market values of the underlying securities. The County participant share investment in FLGIT is measured at net asset value per share. Investments measured at net asset value are not subject to fair value hierarchy level classification under GASB 72.

The fair value factor for SPIA at September 30, 2017 was 0.9975. SPIA funds are combined with State of Florida funds and are invested in a combination of short-term liquid instruments and intermediate term fixed income securities. SPIA is measured at net asset value per share. Investments measured at net asset value are not subject to fair value hierarchy level classification under GASB 72.

Fair value measurement - The County categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset or liability. Level 1 inputs are quoted prices in active markets for identical assets or liabilities; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2017**

**Note 4. Fair Value Measurements (continued)**

The following table summarizes the assets and liabilities of the County for which fair values are determined on a recurring basis as of September 30, 2017:

	<b>Quoted Prices in Active Markets for Identical Assets (Level 1)</b>	<b>Significant Observable Inputs (Level 2)</b>	<b>Significant Unobservable Inputs (Level 3)</b>	<b>Fair Value</b>
Asset Backed Security (Mortgage Backed) - Non US				
Agency Sponsored	\$ 0	\$ 5,722,565	\$ 0	\$ 5,722,565
Corporate Bonds and Notes	0	13,840,323	0	13,840,323
US Agencies	0	20,220,139	0	20,220,139
US Government Obligations	24,767,943	0	0	24,767,943
Asset Backed Security (Mortgage Backed) - US				
Agency Sponsored	0	564,317	0	564,317
Collateralized Mortgage Obligations	0	700,279	0	700,279
Investments at fair value	<u>\$ 24,767,943</u>	<u>\$41,047,623</u>	<u>\$ 0</u>	<u>\$65,815,566</u>

**Note 5. Fixed Assets**

A summary of changes in fixed assets and depreciation for the year ended September 30, 2017, follows:

	<b>Beginning Balance</b>	<b>Additions</b>	<b>(Reductions)</b>	<b>Ending Balance</b>
<b>Governmental activities:</b>				
Land	\$ 20,891,310	\$ 0	\$ 0	\$ 20,891,310
Improvements other than buildings	31,411,015	894,738	0	32,305,753
Buildings and improvements	217,147,119	0	0	217,147,119
Equipment	60,090,570	4,627,410	(2,778,084)	61,939,896
Leasehold Improvement	0	1,552,793	0	1,552,793
Construction in progress	6,960,944	2,031,999	(1,146,952)	7,845,991
Totals at historical cost	<u>\$ 336,500,958</u>	<u>\$ 9,106,940</u>	<u>\$ (3,925,036)</u>	<u>\$ 341,682,862</u>

Depreciation on capital assets used in governmental activities is recorded in the Leon County CAFR.

**Board of County Commissioners  
Leon County, Florida**  
**Notes to Special-Purpose Financial Statements**  
**Year Ended September 30, 2017**

**Note 5. Fixed Assets (continued)**

	<u><b>Beginning Balance</b></u>	<u><b>Additions</b></u>	<u><b>(Reductions)</b></u>	<u><b>Ending Balance</b></u>
<b>Business type activities:</b>				
Land	\$ 1,809,844	\$ 0	\$ 0	\$ 1,809,844
Buildings, improvements, and construction in progress	20,198,294	138,816	0	20,337,110
Equipment	<u>5,386,717</u>	<u>841,569</u>	<u>(693,359)</u>	<u>5,534,927</u>
Totals at historical cost	<u>27,394,855</u>	<u>980,385</u>	<u>(693,359)</u>	<u>27,681,881</u>
Less accumulated depreciation for:				
Buildings and improvements	(13,297,678)	(609,537)	0	(13,907,215)
Equipment	<u>(2,916,234)</u>	<u>(340,099)</u>	<u>271,390</u>	<u>(2,984,943)</u>
Total accumulated depreciation	<u>(16,213,912)</u>	<u>(949,636)</u>	<u>271,390</u>	<u>(16,892,158)</u>
	<u><u>\$ 11,180,943</u></u>	<u><u>\$ 30,749</u></u>	<u><u>\$ (421,969)</u></u>	<u><u>\$ 10,789,723</u></u>

**Board of County Commissioners  
Leon County, Florida**  
**Notes to Special-Purpose Financial Statements**  
**Year Ended September 30, 2017**

**Note 6. Long-Term Debt**

A. A summary of changes in the long-term debt of the Board follows:

	<u>Balance October 1, 2016</u>	<u>Additions</u>	<u>(Reductions)</u>	<u>Balance September 30, 2017</u>	<u>Due Within One Year</u>
<b>Long-Term Debt</b>					
Special revenue debt:					
Capital Improvement Revenue Bonds, Series 2012A	\$ 8,267,000	\$ 0	\$ 0	\$ 8,267,000	\$ 0
Taxable Capital Improvement Revenue Bonds, Series 2012B	12,351,000	0	(169,000)	12,182,000	6,668,000
Capital Improvement Revenue Refunding Bonds, Series 2014	15,951,000	0	(15,951,000)	0	0
Capital Improvement Revenue Refunding Bonds, Series 2015	6,886,000	0	(6,886,000)	0	0
Capital Improvement Revenue Refunding Bonds, Series 2017	0	15,991,000	(140,000)	15,851,000	159,000
Total special revenue debt	<u>43,455,000</u>	<u>15,991,000</u>	<u>(23,146,000)</u>	<u>36,300,000</u>	<u>6,827,000</u>
Note payable	836,648	0	(454,077)	382,571	382,571
Liability for closure costs	13,789,224	208,074	0	13,997,298	375,325
Liability for compensated absences	4,904,551	2,905,576	(2,575,637)	5,234,490	1,791,242
Other postemployment benefits	3,612,801	468,727	(52,204)	4,029,324	0
Arbitrage rebate liability	25,000	0	0	25,000	0
	<u>\$ 66,623,224</u>	<u>\$19,573,377</u>	<u>\$(26,227,918)</u>	<u>\$ 59,968,683</u>	<u>\$ 9,376,138</u>

Total interest costs incurred for general long-term debt by the Board, including bond issuance costs, for the year ended September 30, 2017, was \$861,508.

**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2017**

**Note 6. Long-Term Debt (continued)**

B. A summary of each special revenue debt obligation outstanding at September 30, 2017 is as follows:

	<b>Outstanding at September 30, 2017</b>
<p>\$8,267,000, Capital Improvement Revenue Bonds, Series 2012A, (i) to refund the County's Capital Improvement Revenue Bonds, Series 2003A of which \$7,965,000 was outstanding and maturing in the years 2018 through 2020, and (ii) to pay a portion of the costs of the acquisition of the Bank of America Building, and (iii) the construction of improvements to the Bank of America Building, and (iv) to finance improvements to the County's courthouse and parking garage. The economic gain resulting from the refunding was \$1,279,488. The bonds dated December 20, 2012, bear interest of 1.65% per annum. The interest on the bonds is payable on April 1 and October 1, beginning April 1, 2013. The bond principal matures serially on October 1 of each year for two years beginning October 1, 2019.</p>	\$ 8,267,000
<p>\$12,956,000, Taxable Capital Improvement Revenue Bonds, Series 2012B, to, (i) refund the Capital Improvement Revenue Bonds, Series 2003B of which \$12,465,000 was currently outstanding and maturing in the years 2018 through 2019, and (ii) pay a portion of the costs of the acquisition of the Bank of America Building, and (iii) pay capitalized interest and issuance costs on the Series 2012B bonds, and (iii) pay bond issuance costs. The economic gain resulting from the refunding was \$1,405,034. The bonds dated December 20, 2012 and bear interest of 2.22% per annum. The interest on the bonds is payable on April 1 and October 1, beginning April 1, 2013. The bond principal matures serially on October 1 of each year through the final maturity of October 1, 2019.</p>	12,182,000
<p>\$15,991,000 Capital Improvement Revenue Refunding Bonds, Series 2017, (i) refund the Capital Improvement Revenue Bonds, Series 2014 of which \$15,951,000 was currently outstanding and maturing in the years 2021 through 2025, and (ii) pay issuance costs on the Series 2017 bonds. The economic gain resulting from the refunding was \$489,076. The bonds dated June 22, 2017 and bear interest of 2.11% per annum. The interest on the bonds is payable on April 1 and October 1, beginning October 1, 2017. The bond principal matures serially on October 1 of each year through the final maturity of October 1, 2025.</p>	15,851,000



Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2017

**Note 6. Long-Term Debt (continued)**

**Outstanding at  
September 30,  
2017**

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*The Capital Improvement Revenue Bonds, Series 2012A, the Capital Improvement Revenue Refunding Bonds Series 2017, and Taxable Capital Improvement Revenue Bonds, Series 2012B are parity bonds payable from and secured by a lien upon certain non-ad valorem revenue. The pledged revenues include the Local Government Half-Cent Sales Tax, Guaranteed Entitlement, Second Guaranteed Entitlement, and additional State Revenue Sharing Funds (less the Guaranteed Entitlement and the Second Guaranteed Entitlement).*

**Total Special Revenue Bond Obligations**

**\$ 36,300,000**

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**Note Payable:**

**SunTrust Equipment Finance & Leasing Corp**

On November 18, 2005, the Board borrowed \$4,466,238, (including \$3,986,522 tax exempt, and \$479,686 taxable), under provision of Section 489.145 Florida Statutes. Interest rates are 3.74% and 5.85% for the tax exempt and taxable portion, respectively. The proceeds were used to purchase energy savings equipment. The taxable portion matured on May 18, 2008, and the tax-exempt portion matures on May 18, 2018.

**\$ 382,571**

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**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2017**

**Note 6. Long-Term Debt (continued)**

C. A Schedule of Debt Service Requirements, including principal and interest, is as follows:

	<b>Year ending September 30,</b>				
	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Capital Improvement Revenue Bonds, Series 2012A	\$ 136,406	\$ 1,441,406	\$ 7,076,872	\$ 0	\$ 0
Taxable Capital Improvement Revenue Bonds, Series 2012B	6,938,440	5,636,411	0	0	0
Capital Improvement Revenue Refunding Bonds, Series 2017	493,456	494,101	492,662	3,268,180	3,270,062
Note payable	484,514	0	0	0	0
<b>Total Debt Service</b>	<b>\$ 8,052,816</b>	<b>\$ 7,571,918</b>	<b>\$ 7,569,534</b>	<b>\$ 3,268,180</b>	<b>\$ 3,270,062</b>

	<b>2023-2026</b>	<b>Total Payments</b>	<b>Less Interest</b>	<b>Principal</b>
Capital Improvement Revenue Bonds, Series 2012A	\$ 0	\$ 8,654,684	\$ 387,684	\$ 8,267,000
Taxable Capital Improvement Revenue Bonds, Series 2012B	0	12,574,851	392,851	12,182,000
Capital Improvement Revenue Refunding Bonds, Series 2017	9,811,930	17,830,391	1,979,391	15,851,000
Note payable	0	484,514	101,943	382,571
<b>Total Debt Service</b>	<b>\$ 9,811,930</b>	<b>\$39,544,440</b>	<b>\$ 2,861,869</b>	<b>\$36,682,571</b>

**Board of County Commissioners  
Leon County, Florida**  
**Notes to Special-Purpose Financial Statements**  
**Year Ended September 30, 2017**

**Note 7. Employees' Retirement Plan**

GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*, is effective for all fiscal years beginning after June 15, 2014. This Statement establishes standards for measuring and recognizing liabilities, deferred outflows of resources, and deferred inflows of resources, and expense/expenditures. For defined benefit pensions, this Statement identifies the methods and assumptions that should be used to project benefit payments, discount projected benefit payments to their actuarial present value, and attribute that present value to periods of employee service. As described in Note 1, the financial statements of the Board are fund statements considered to be special-purpose financial statements consistent with accounting practices prescribed by the Auditor General, State of Florida. Accordingly, the net pension liability is included in the Leon County CAFR rather than in these Special-Purpose Financial Statements.

All full-time employees of the Board are eligible to participate in the Florida Retirement System (FRS). The FRS includes various plans and programs, including a defined benefit pension plan (Pension Plan), which is primarily a cost-sharing, multiple-employer defined benefit public-employee pension plan. Information as to benefits, contribution rates, and vesting requirements by membership category is provided in the Leon County CAFR. Contributions and benefits are established in Section 121.71, *Florida Statutes*.

Participating employer contributions are based upon actuarially determined blended rates established by the State Legislature that are expressed as percentages of annual covered payroll and are adequate to accumulate sufficient assets to pay benefits when due. Prior to July 1, 2011, the FRS was employee noncontributory. Beginning July 1, 2011, employees who are not participating in the Deferred Retirement Option Plan are required to contribute 3% of their salary to the FRS.

The Board also participates in the Retiree Health Insurance Subsidy (HIS) Program, a cost-sharing, multiple-employer defined benefit pension plan established under Section 112.363, *Florida Statutes*. The benefit is a monthly cash payment to assist retirees of state-administered retirement systems in paying their health insurance costs. Additional information regarding benefits is provided in the Leon County CAFR.

The HIS Program is funded by required contributions from FRS participating employers as set by the State Legislature. Employer contributions are a percentage of gross compensation for all active FRS employees and are reported by employers with monthly payroll reports and included with the amount submitted for retirement contributions. For the fiscal year ended September 30, 2017, the contribution rate was 1.66% of payroll pursuant to Section 112.363, *Florida Statutes*.

**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2017**

**Note 7. Employees' Retirement Plan (continued)**

The total employer retirement contributions for the fiscal years ended September 30, 2017, 2016, and 2015 were \$4,442,375, \$4,178,390, and \$3,895,120, respectively, which is equal to the required contribution for each year.

The Pension Plan and the HIS Program are administered by the State of Florida Department of Management Services, Division of Retirement. The Division of Retirement issues a publicly available FRS Annual Report that includes financial statements and required supplementary information for the Pension Plan and HIS Program. That report may be obtained by writing to the Division of Retirement, P.O. Box 9000, Tallahassee, Florida 32315-9000, or by calling 850-488-5706.

**Note 8. Other Postemployment Benefits**

*Plan Description*

The Board participates in an agent multiple-employer plan administered by the County for all the constitutional officers under which qualified retired employees are permitted to participate in the health and life insurance benefits program (the Program). The health insurance benefits portion of the Program is considered by the County's insurance provider to be community-rated and, therefore, no Other Postemployment Benefit (OPEB) obligation is calculated for healthcare. The Program may be amended by the Board. A stand alone financial report is not issued for the Program. The financial statements of the Board are fund statements considered to be special-purpose financial statements consistent with accounting practices by the Auditor General, State of Florida. Accordingly, the annual OPEB obligation of Constitutional Officers is recognized in the Leon County CAFR rather than in these Special-Purpose Financial Statements.

**Note 9. Risk Management**

The County is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; error and omissions; injuries to employees; and natural disasters. The following is a summary of the County's coverage and exposure relating to the various risks of loss retained as of September 30, 2017.

**General Liability**

Effective December 15, 2012 the Board purchased commercial insurance for general liabilities from OneBeacon. Effective December 15, 2016, the Board purchased commercial insurance for general liabilities from Travelers. This is a zero-deductible policy.

The actuarially determined liability determined below reflects open claims associated with these carriers.

**Board of County Commissioners  
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Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2017**

**Note 9. Risk Management (continued)**

**General Liability (continued)**

Changes in the Board's claim liability amount were as follows:

	<b>Beginning of Fiscal Year Liability</b>	<b>Current Year Claims and Changes in Estimates</b>	<b>Claims Payments</b>	<b>Balance at Fiscal Year End</b>
September 30, 2017	\$ 285,090	\$ (238,953)	\$ 0	\$ 46,137
September 30, 2016	\$ 9,695	\$ 275,395	\$ 0	\$ 285,090

The claims liability of \$46,137 includes an actuarial valuation for incurred but not reported claims of \$40,000.

**Workers' Compensation**

The Board maintains a self-insurance Internal Service Fund (the Fund) to account for insurance activities relating to workers' compensation, which is administered by a third-party administrator, Preferred Governmental Claims Solutions. Under this program, the Board absorbs losses up to a maximum of \$500,000 for each claim. At September 30, 2017, the Board had \$102,670 deposited with the third-party administrator for use against future claims. The Board purchases commercial insurance for claims in excess of coverage provided by the Fund. Settled claims have not exceeded the retention level for this commercial coverage in the current year and any of the past five years.

All funds of the Board participate in this program and make payments to the Insurance Service Fund based on payroll exposure in the amounts needed to pay prior and current year claims and to establish a reserve for catastrophic losses. Net position of the Self Insurance Fund is reserved for anticipated future catastrophic losses pursuant to County policy and GASB Statement No. 10.

The actuarially-determined claims liability for workers' compensation of \$4,392,594, which includes incurred but not reported claims of \$2,536,347, reported in the Fund at September 30, 2017 is based on the requirements of Governmental Accounting Standards Board Statement No. 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred as of the date of the financial statements and the amount of the loss can be reasonably estimated.

**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2017**

**Note 9. Risk Management (continued)**

**Workers' Compensation (continued)**

Changes in the Fund's claims liability amount were as follows:

	<b>Beginning of Fiscal Year Liability</b>	<b>Current Year Claims and Changes in Estimates</b>	<b>Claims Payments</b>	<b>Balance at Fiscal Year End</b>
September 30, 2017	\$ 3,773,824	\$ 1,624,770	\$ (1,006,000)	\$ 4,392,594
September 30, 2016	\$ 3,665,220	\$ 1,158,604	\$ (1,050,000)	\$ 3,773,824

**Automobile Liability**

The Board purchases commercial coverage for automobile liability insurance through the same provider of its general liability insurance. All vehicles are covered for physical damage with a \$1,000 deductible and for liability with a \$10,000 deductible.

All funds of the Board participate in this program and pay premiums to the Insurance Service Fund based on the vehicles used by their personnel. Changes in the Fund's claims liability were as follows:

	<b>Beginning of Fiscal Year Liability</b>	<b>Current Year Claims and Changes in Estimates</b>	<b>Claims Payments</b>	<b>Balance at Fiscal Year End</b>
September 30, 2017	\$ 25,641	\$ (12,599)	\$ 0	\$ 13,042
September 30, 2016	\$ 4,847	\$ 20,794	\$ 0	\$ 25,641

The claims liability of \$13,042 includes an actuarial valuation for incurred but not reported claims of \$10,000.

**Note 10. Leases**

In June 2003, the Board purchased the Bank of America building. There are several noncancellable operating lease agreements for the rental of its building. The lease agreements provide for monthly rentals, which escalate over the lease terms and expire on various dates.

**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2017**

**Note 10. Leases (continued)**

Minimum future rentals to be collected under the terms of the lease agreements as of September 30, 2017, are as follows:

<u>Year ending September 30,</u>	<u>Amount</u>
2018	\$ 1,682,975
2019	1,654,428
2020	1,645,571
2021	1,176,363
2022	937,912
Thereafter	<u>967,006</u>
	<u><u>\$ 8,064,255</u></u>

In October 2009, the Board purchased the Lake Jackson Oaks Huntington Property. There are several noncancellable operating lease agreements for the rental of its building. The lease agreements provide for monthly rentals, which escalate over the lease terms and expire on various dates. Minimum future rentals to be collected under the terms of the lease agreements as of September 30, 2017, are as follows:

<u>Year ending September 30,</u>	<u>Amount</u>
2018	\$ 123,385
2019	96,088
2020	97,138
2021	98,220
2022	99,694
Thereafter	<u>88,093</u>
	<u><u>\$ 602,618</u></u>

**Note 11. Other Required Individual Fund Disclosures**

Interfund balances in the Governmental Funds primarily represent repayments due from other funds responsible for particular expenditures to the funds that initially paid for them. Interfund balances are due and payable within one year.

Interfund receivable and payable balances at September 30, 2017, are as follows:

<u>Fund</u>	<u>Interfund Receivable</u>	<u>Interfund Payable</u>
General Fund	\$2,846,105	\$ 0
Nonmajor Governmental Funds	0	5,207
Agency Fund	0	2,840,898
	<u>\$2,846,105</u>	<u>\$2,846,105</u>

**Board of County Commissioners  
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Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2017**

**Note 11. Other Required Individual Fund Disclosures (continued)**

Each fund has a discrete purpose. However, often, there is a need for one fund to support a portion of another fund's activities. To accomplish this, monies are moved between funds through a process called interfund transfers. Interfund Transfers for the year ended September 30, 2017, consisted of the following:

Transfers to the General Fund from:	
Fine & Forfeiture Fund	\$ 750,000
Special Assessment Paving Fund	172,815
Nonmajor Governmental Funds	531,206
Enterprise Fund	86,918
Internal Service Fund	25,000
Total Transfers to the General Fund	<u>1,565,939</u>
Transfers to the Fire Rescue Service Fund from:	
Nonmajor Governmental Funds	<u>1,224,459</u>
Total Transfers to the Fire Rescue Service Fund	<u>1,224,459</u>
Transfers to the Grants Fund from:	
Nonmajor Governmental Funds	<u>17,352</u>
Total Transfers to the Grants Fund	<u>17,352</u>
Transfers to the Capital Improvement Fund from:	
General Fund	2,025,284
Nonmajor Governmental Funds	<u>2,802,128</u>
Total Transfers to the Capital Improvement Fund	<u>4,827,412</u>
Transfers to the Nonmajor Governmental Funds:	
General Fund	15,432,502
Other Nonmajor Funds	<u>5,623,852</u>
Total Transfers to the Nonmajor Governmental Funds	<u>21,056,354</u>
Total Transfers to Governmental Funds	<u>28,691,516</u>
Transfers to the Enterprise Fund from:	
General Fund	<u>448,670</u>
Total Transfers to Enterprise Funds	<u>448,670</u>
Total Interfund Transfers	<u><u>\$ 29,140,186</u></u>



**Board of County Commissioners  
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Year Ended September 30, 2017**

**Note 12. Closure and Post-closure Care Cost**

State and federal laws and regulations require the Board to place a final cover on each of its landfill cells when it stops accepting waste and to perform certain maintenance and monitoring functions on each cell for thirty years after closure. Although closure and post-closure care costs will be paid only near or after the date that the landfill stops accepting waste, the Board reports a portion of these costs as an operating expense in each period based on landfill capacity used as of each balance sheet date. The \$13,621,973 reported as landfill closure and post-closure care liability at September 30, 2017, represents the cumulative amount reported to date based on the use of 100% of the estimated capacity of the landfill cells placed in use. These amounts are based on what it would cost to perform closure and post-closure care in 2017 on those cells placed in use. Actual costs may be higher due to inflation, changes in technology, or changes in regulations. The landfill is no longer accepting Class I waste, however it is still accepting residuals from a Class III materials recovery facility and recovered screened materials. Since the landfill is permitted as a single permit, until the entire landfill is closed the Board cannot begin to perform closure and post-closure care.

The Board is required by state and federal laws to make annual contributions to an escrow account to finance a minimum of all closure costs. The Board is in compliance with those minimum requirements, and at September 30, 2017, held investments in the amount of \$9,917,987 for these purposes that are reported as restricted assets on the balance sheet. The Board expects that future inflation costs will be paid from interest earnings on these annual contributions. However, if interest earnings are inadequate or additional post-closure care requirements are determined; these costs may need to be covered by charges to future landfill users or from future tax revenue.

Net income of the landfill fund is accumulated in a reserve for rate stabilization. The fund reported a reserve balance of \$2,948,949 at September 30, 2017. The intent of this reserve is to allow for consistent usage fee charges, construction or acquisition of landfill assets and accumulation of closure and post-closure costs. Because funding for closure and post-closure costs associated with unused capacity of landfill cells is to be derived from future usage fees, the rate stabilization reserve does not represent liquid assets available for that purpose.

**Note 13. Commitments and Contingencies**

**A. Contract commitments:**

*Grants*

The Board is currently receiving, and has received in the past, grants which are subject to special compliance audits by the grantor agency that may result in disallowed expense amounts. Such amounts, if any, constitute a contingent liability of the Board. Accordingly, such liabilities are not reflected within the financial statements.

**Board of County Commissioners  
Leon County, Florida**  
**Notes to Special-Purpose Financial Statements**  
**Year Ended September 30, 2017**

**Note 13. Commitments and Contingencies (continued)**

*Long-Term Construction Projects*

The Board is committed to various material long-term construction projects at September 30, 2017. These commitments have been included in the 2016-2017 fiscal year budget and the five-year Capital Improvement Program and certain amounts have been reserved in the capital projects fund. There were no current contracts outstanding as of the report date.

**B. Potential liabilities resulting from litigation:**

The Board is a defendant in various lawsuits arising from the normal course of operations. The outcome of these lawsuits is not presently determinable.

**C. Encumbrances:**

Encumbrances represent commitments related to unperformed contracts for goods or services. They do not constitute expenditures or liabilities. The commitments will be honored in the subsequent year. The Board had no reserved encumbrances as of September 30, 2017.

**Note 14. Subsequent Event**

As of September 30, 2017 the Board estimated a liability for the closure and post closure costs of the Leon County Solid Waste Landfill (the Landfill) of approximately \$14,000,000 based on estimates provided by an independent professional engineer. The portion of this liability applicable to the closure cost of the Landfill was approximately \$9,500,000. Subsequently, in April 2018, the Board awarded the bid for the Landfill closure project in the amount of approximately \$13,000,000. The Landfill closure operation is anticipated to commence in May 2018 and to end in May 2020.

The Board has evaluated subsequent events through April 27, 2018, the date the special-purpose financial statements were available to be issued.

### **Other Schedules**

Board of County Commissioners  
Leon County, Florida  
  
Schedule of Receipts and Expenditures of  
Funds Related to the Deepwater Horizon Oil Spill  
  
Year Ended September 30, 2017

Source	Amount Received during the 2016-17 Fiscal Year	Amount Expended during the 2016-17 Fiscal Year
<b>British Petroleum:</b>		
Agreement No. 134036	\$       -	\$80,000

Note: This schedule does not include funds related to the Deepwater Horizon Oil Spill that are considered Federal awards or State financial assistance. Leon County, Florida did not receive or expend any Federal awards or State financial assistance related to the Deepwater Horizon Oil Spill.

*See independent auditors' report.*

### **Other Reports**

**Independent Auditors' Report on Internal Control Over Financial Reporting and on  
Compliance and Other Matters Based on an Audit of Special-Purpose Financial  
Statements Performed in Accordance with *Government Auditing Standards***

*September 30, 2017*

## Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Special-Purpose Financial Statements Performed in Accordance with *Government Auditing Standards*

The Honorable Board of County Commissioners  
Leon County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Board of County Commissioners of Leon County, Florida (the Board), which comprise the statement of financial position as of September 30, 2017, and the related notes to the financial statements, which collectively comprise the Board's special purpose financial statements, and have issued our report thereon dated April 27, 2017.

### Internal Control Over Financial Reporting

In planning and performing our audit of the special-purpose final statements, we considered the Board's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the special-purpose financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Board's internal control. Accordingly, we do not express an opinion on the effectiveness of the Board's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's special-purpose financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The Honorable Board of County Commissioners  
Leon County, Florida  
Page Two

## Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Board's special-purpose financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Board's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Board's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

We have issued a management letter to the Board of County Commissioners of Leon County, Florida dated April 27, 2017, presenting certain required disclosures and comments pursuant to the *Rules of the Auditor General*, Chapter 10.550.

Thomas Howell Ferguson P.A.



Tallahassee, Florida  
April 27, 2017

Law, Redd, Crona & Munroe P.A.



Tallahassee, Florida



**Independent Accountants' Report on Compliance with Section 218.415,  
*Florida Statutes*, Local Government Investment Policies  
*September 30, 2017***

Independent Accountants' Report on Compliance with  
Section 218.415, *Florida Statutes*, Local Government Investment Policies

The Honorable Board of County Commissioners  
Leon County, Florida

We have examined the Board of County Commissioners of Leon County, Florida's (the Board) compliance with local government investment policies provided in Section 218.415, *Florida Statutes*, during the year ended September 30, 2017. Management is responsible for the Board's compliance with those requirements. Our responsibility is to express an opinion on the Board's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we perform the examination to obtain reasonable assurance about whether the Board complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Board complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the Board's compliance with specified requirements.

In our opinion, the Board complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2017.

This report is intended solely for the information and use of the Board of County Commissioners of Leon County, Florida and the Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

Thomas Howell Ferguson P.A.



Tallahassee, Florida  
April 27, 2017

Law, Redd, Crona & Munroe P.A.



Tallahassee, Florida

**Independent Accountants' Report on Compliance with Sections 365.172  
and 365.173, *Florida Statutes*, Emergency Communications Number  
E911 System Fund  
*September 30, 2017***

Independent Accountants' Report on Compliance with  
Sections 365.172 and 365.173, *Florida Statutes*,  
Emergency Communications Number E911 System Fund

The Honorable Board of County Commissioners  
Leon County, Florida

We have examined the Board of County Commissioners of Leon County, Florida's (the Board) compliance with emergency communications number E911 system fund requirements provided in Sections 365.172 and 365.173, *Florida Statutes*, during the year ended September 30, 2017. Management is responsible for the Board's compliance with those requirements. Our responsibility is to express an opinion on the Board's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we perform the examination to obtain reasonable assurance about whether the Board complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Board complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the Board's compliance with specified requirements.

In our opinion, the Board complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2017.

This report is intended solely for the information and use of the Board of County Commissioners of Leon County, Florida and the Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

Thomas Howell Ferguson P.A.



Tallahassee, Florida  
April 27, 2017

Law, Redd, Crona & Munroe P.A.



Tallahassee, Florida

**Management Letter**  
***September 30, 2017***

## Management Letter

The Honorable Board of County Commissioners  
Leon County, Florida

### Report on the Financial Statements

We have audited the special-purpose financial statements of the Board of County Commissioners of Leon County, Florida (the Board), as of and for the fiscal year ended September 30, 2017, and have issued our report thereon dated April 27, 2018.

### Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and Chapter 10.550, *Rules of the Auditor General*.

### Other Reports and Schedules

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Special-Purpose Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountant's Reports on an examination conducted in accordance with AICPA Professional Standards, Section 601, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports and schedule, which are dated April 27, 2018, should be considered in conjunction with this management letter.

### Prior Audit Findings

Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Corrective actions have been taken to address finding and recommendations in the preceding annual financial report.

### Official Title and Legal Authority

Section 10.554(1)(i)4., *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The name or official title and legal authority for the primary government and each component unit of the reporting entity are disclosed in Note 1 of the Notes to the Special-Purpose Financial Statements. The Leon County Housing Finance Authority, a component unit of Leon County, was authorized pursuant to Chapter 159, Part IV, of the *Florida Statutes* and was created by Leon County Ordinance 80-39.

## **Financial Management**

Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we address in the management letter any recommendations to improve financial management. The following recommendations were made.

### **2017-001 Closing Process**

The closing processes followed in the 2017 fiscal year resulted in errors in the financial statements. The errors were discovered during the audit process, and were properly investigated and corrected by management. We determined that a risk of misstatement existed.

Based on discussions with Management, we determined the issues were caused by significant turnover and vacancies in the Finance Department. These vacancies included the transition and filling of several key positions. The vacancies also included unfilled positions of several key accounting staff positions. This turnover issue led to errors recorded in the financial statements without adequate supporting documentation and adequate review.

We recommend management strengthen the internal controls over the closing process. The added controls would include developing additional review requirements and required review of source documentation prior to approval and recording of entries. The additional controls would mitigate the risk of errors being made and not identified and corrected. We also recommend the Finance Department use this opportunity to evaluate internal processes, assess the organization structure including the current distribution of duties, and recruit qualified personnel to fill identified voids.

#### *Management's response:*

Finance is working toward filling vacancies and cross-training. Further procedures for the year end will be implemented and strengthening of internal controls is already in process and we will continue to improve our procedures.

### **2017-002 Solid Waste Cash Receipts**

We performed cash receipt audit procedures during fieldwork at the Board's Solid Waste Division. We noted several instances of deposits made in an untimely manner and untimely submission of support to the Finance Department. As an example, in the September 2017 bank reconciliation 21 Solid Waste cash receipts were reported as reconciling items. Meaning the receipts had been recorded in Banner, but had not yet been deposited in the bank. One reconciling item was \$175,000 in cash and checks. The receipt was not deposited in the bank for over 30 days.

The Honorable Board of County Commissioners  
Leon County, Florida  
Page Three

The deposits and supporting documentation timeliness issues are not in accordance with current Board policy. The exceptions to policy, noted, increased the risk of misappropriation of assets and errors in the financial statement recording process.

It is recommended that the Solid Waste Division follow the Board's policies for cash receipts and assign separate individuals for receipt, reconciliation, deposits, and submission of supporting documentation to the Finance Department in a timely manner.

*Management's response:*

Cash collection receipts are being immediately addressed at the Division of Solid Waste and will be done in compliance with all policies and procedures. Deposits will be done daily, reconciling will be forwarded to Finance daily, and separate individuals will prepare the deposit and provide review and final sign-off on the deposit bag and reconciling paperwork. In addition, the Division of Solid Waste with the assistance of Finance is reviewing the use of a drop box for the collection of check payments.

**Additional Matters**

Section 10.554(1)(i)3., *Rules of the Auditor General*, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, the matters of noncompliance noted are reported in the *Schedule of Findings and Questioned Costs* as part of the Leon County, Florida government-wide financial reporting package.

**Purpose of this Letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of County Commissioners of Leon County, Florida and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Thomas Howell Ferguson P.A.

Law, Redd, Crona & Munroe P.A.



Tallahassee, Florida  
April 27, 2017

Tallahassee, Florida



**DRAFT**

April 27, 2018

Mr. David W. Martin, CPA  
Auditor General  
Claude Pepper Building  
111 West Madison Street  
Room G74  
Tallahassee, Florida 32399-1450

Dear Mr. Martin:

On April 27, 2018 the County received its audited financial statements for the year ended September 30, 2017. Along with the audit report, the County received the external auditor's management letter. Pursuant to Florida Statutes, Section 11.45, the County's management letter is enclosed.

Leon County continues to focus on efforts to improve the efficiency and effectiveness of operations and to further refine the financial management of the County.

Sincerely,

Nick Maddox  
Chairman

Enclosure

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #3**

# Leon County Board of County Commissioners

## Agenda Item #3

June 19, 2018

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

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

**Title:** Payment of Bills and Vouchers

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

### **Statement of Issue:**

This agenda item requests Board approval of the payment of bills and vouchers submitted June 19, 2018 and pre-approval of payment of bills and vouchers for the period of June 20, 2018 through July 9, 2018.

### **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 June 19, 2018, and pre-approve the payment of bills and vouchers for the period of June 20, 2018 through July 9, 2018.

## **Report and Discussion**

### **Background:**

The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the June 19th meeting, the morning of Monday, June 18, 2018. 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 July 10, 2018, it is advisable for the Board to pre-approve payment of the County's bills for June 20, 2018 through July 9, 2018 so that vendors and service providers will not experience hardship because of delays in payment. OMB will continue to review the printouts prior to payment and if for any reason questions payment, then payment will be withheld until an inquiry is made and satisfied, or until the next scheduled Board meeting. Copies of the bills/vouchers printout will be available in OMB for review.

### **Options:**

1. Approve the payment of bills and vouchers submitted for June 19, 2018, and pre-approve the payment of bills and vouchers for the period of June 20, 2018 through July 9, 2018.
2. Do not approve the payment of bills and vouchers submitted for June 19, 2018, and do not pre-approve the payment of bills and vouchers for the period of June 20, 2018 through July 9, 2018.
3. Board direction.

### **Recommendation:**

Option #1.

**Leon County  
Board of County Commissioners**

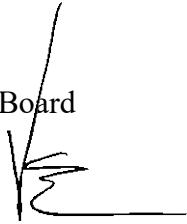
**Notes for Agenda Item #4**

# Leon County Board of County Commissioners

## Agenda Item #4

June 19, 2018

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

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

**Title:** Request to Schedule the Second Public Hearing on a Federal FY 2017 Small Cities Community Development Block Grant Application

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
<b>Lead Staff/ Project Team:</b>	Andrew Johnson, Assistant to the County Administrator Shington Lamy, Director, Human Services and Community Partnerships Nicki Paden, Management Analyst

### **Statement of Issue:**

This agenda item seeks Board approval to schedule the second public hearing to consider a draft Federal FY 2017 Small Cities Community Development Block Grant application for Tuesday, July 10, 2018 at 6:00 p.m.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Schedule the second public hearing on a Federal FY 2017 Community Development Block Grant application for Tuesday, July 10, 2018 at 6:00 p.m.

## **Report and Discussion**

### **Background:**

On June 1, 2017, staff received notification that the Florida Department of Economic Opportunity (DEO) opened the Federal Fiscal Year (FFY) 2017 Florida Small Cities Community Development Block Grant (CDBG) application process with an application deadline of August 13, 2018. The CDBG program provides funding to eligible local governments for housing, community and economic development, and neighborhood revitalization activities. Most recently, in 2014 the County was awarded a CDBG grant in the amount of \$750,000 for housing rehabilitation. The County closed out this CDBG grant in February 2018.

At the January 23, 2018 meeting, the Board adopted a resolution to reauthorize the CDBG Citizens Advisory Task Force (CATF) to improve the competitiveness of the County's application for CDBG funding. Additional points on the grant application are provided to local governments that establish a CATF to make recommendations on community needs prior to drafting an application. The CATF met on May 15, 2018 to receive an overview of the CDBG program and to discuss community needs. Subsequently, the CATF held a public hearing on June 6, 2018 at which it recommended the filing of a CDBG grant application in the Neighborhood Revitalization category in support of renovations to the Concord School in the Miccosukee community. The task force's decision was based upon the need for community facilities in Miccosukee as identified in the County's ongoing Miccosukee Sense of Place Initiative, the County's recent acquisition of the Concord School from the Leon County School Board, and renovation needs at the facility.

### **Analysis:**

Consistent with the recommendation of the CATF at its June 6, 2018 public hearing, staff proposes to apply for \$750,000 in CDBG funding to renovate the Concord School in Miccosukee. The FFY 2017 Small Cities CDBG application process requires the local government to advertise and conduct two public hearings, with one being conducted by the governing body. As indicated above, the first public hearing was conducted by the CATF on June 6, 2018 (Attachment #1) to obtain public input and to recommend a project to the Board for a potential CDBG application. This item seeks the Board's approval to schedule the second public hearing for July 10, 2018 at 6:00 p.m. to present and solicit public input on a draft grant application.

The CDBG grant application also requires the Board of County Commissioners to adopt a Resolution authorizing the submission of the CDBG grant application. The final proposed application and draft Resolution will be presented to the Board at the July 10 public hearing.

**Options:**

1. Schedule the second public hearing on a Federal FY 2017 Small Cities Community Development Block Grant application for Tuesday, July 10, 2018 at 6:00 p.m.
2. Do not schedule the second public hearing on a Federal FY 2017 Small Cities Community Development Block Grant application.
3. Board direction.

**Recommendation:**

Option #1.

**Attachment:**

1. Meeting Notice and materials for the June 6, 2018 CATF public hearing



## **NOTICE OF FIRST PUBLIC HEARING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

Notice is hereby given that Leon County, Florida will conduct a public hearing on Wednesday, June 6, 2018, 6:00PM at the Leon County Office of Human Services & Community Partnerships, Community Room, 918 Railroad Avenue, Tallahassee, Florida 32310, to obtain public comments on potential projects for application to the Florida Department of Economic Opportunity (DEO) for a 2017 Small Cities Community Development Block Grant (CDBG).

Leon County is considering applying to the Florida Department of Economic Opportunity for a FY 2017 Small Cities Community Development Block Grant of up to Seven Hundred Fifty Thousand Dollars (\$750,000). These funds must be used for one of the following purposes:

1. Benefit low- to moderate-income persons;
2. Aid in the prevention or elimination of slums or blight; or
3. Meet other community development needs

The categories of activities for which these funds may be used are in the area of neighborhood revitalization, housing, commercial revitalization or economic development and include such improvement activities as acquisition of real property, loans to private for-profit businesses, purchase of machinery and equipment, construction of infrastructure, and rehabilitation of housing. Additional information regarding the range of activities that may be undertaken will be provided at the public hearing. For each activity that is proposed, at least 70% of the funds must benefit low- and moderate-income persons.

All interested parties are invited to present their comments at the public hearing at the time and place set out above. For more information concerning the public hearing contact Mr. Shington Lamy, Director of the Office of Human Services & Community Partnerships, 918 Railroad Avenue, Tallahassee Florida 32310. Telephone number: (850) 606-1900, Email address: [lamys@leoncountyfl.gov](mailto:lamys@leoncountyfl.gov).

The Public Hearing is being conducted in a handicapped accessible location. Any handicapped person requiring an interpreter for the hearing or visually impaired should contact Mr. Lamy at least five (5) calendar days prior to the meeting and an interpreter will be provided. Any non-English speaking person wishing to attend the public hearing should contact Mr. Lamy at least five (5) calendar days prior to the meeting and a language interpreter will be provided. Any handicapped persons requiring special accommodations should contact Mr. Lamy at least five (5) calendar days prior to the meeting.

Advertise: May 28, 2018

**Leon County Community Development Block Grant (CDBG)  
Citizen Advisory Task Force Meeting**

**PUBLIC HEARING**

**June 6, 2018**

**6:00 p.m.**

**A G E N D A**

- I. Call to Order
- II. Approval of May 15, 2018 Meeting Minutes
- III. Purpose of Public Hearing
- IV. Public Input on Potential Projects for CDBG funding
- V. Additional Information on the Concord School Project
- VI. Committee Discussion on Project Recommendation
- VII. Adjournment

**Leon County Community Development Block Grant (CDBG)  
Citizen Advisory Task Force Meeting  
PUBLIC HEARING  
June 6, 2018  
6:00 p.m.**

**MEETING MINUTES**

Members Present

Talethia Edwards, Chair  
Nita Jackson, Vice-Chair  
Andy Johnson  
Tom Lewis  
Linda Rhyles-Lockley

County Staff Present

Shington Lamy  
Malinda Harris  
Maggie Theriot

**I. Call to Order**

Vice-Chair Nita Jackson called the meeting to order at 6:01 p.m.

**II. Approval of May 15, 2018 Meeting Minutes**

Vice-Chair Jackson requested a motion to approve the minutes of the May 15, 2018 meeting.

**Mr. Andy Johnson moved for the approval of the minutes as presented. Ms. Linda Ryles-Lockley seconded the motion and motion was approved.**

**III. Purpose of Public Hearing**

Mr. Shington Lamy explained the purpose of the public hearing. Mr. Lamy stated on June 1 the Florida Department of Economic Opportunity (DEO) announced the availability of funding for non-entitlement local governments like Leon County through the Florida Small Cities Community Development Block Grant (CDBG). Leon County can apply for funding in one of three categories (Commercial Revitalization, Housing Rehabilitation, and Neighborhood Revitalization) and Economic Development. Leon County is eligible to apply for up to \$750,000. The application window opens for this current cycle which is FY 17-18 on June 28, 2018 and closes August 13, 2018.

Mr. Lamy shared that prior to applying for funding, Leon County must conduct at least two public hearings: one to gather public input on potential projects and one to get public comment after the completion of a CDBG application but before submittal to DEO. Mr. Lamy stated that the purpose of the Task Force's meeting is to conduct the first public hearing which properly noticed in the Tallahassee Democrat on May 28, 2018 and

advertised on the Leon County website. Mr. Lamy also stated that County staff would provide a brief presentation on the Concord School Project which was discussed during the May 15, 2018 Task Force meeting.

Following that, the Task Force will have the opportunity to discuss, ask questions, and finally make a recommendation for the project that the County should apply for CDBG grant funding. Mr. Lamy then opened floor for questions before moving on. Vice-Chair Jackson asked if preparing the application was the responsibility of the Task Force; Mr. Lamy responded that County staff would complete the application once a project is selected. Mr. Tom Lewis asked if the County staff conducts the environmental review for CDBG grants. Mr. Lamy stated that sometimes the County contracts out for such services and sometimes conducts them internally based on staff time, capacity, and skill set.

### **III. Public Input on Potential Projects for CDBG funding**

*Chair Talethia Edwards arrived at 6:10 p.m. and presided over the remainder of the meeting.*

Chair Edwards asked if there were any one from the public present to provide public input on potential projects for the CDBG funding; Mr. Lamy stated that there was not any member of the public present.

### **IV. Additional Information on the Concord School Project**

Mr. Lamy introduced Ms. Maggie Theriot, Director of the Office of Resource Stewardship to make the presentation on the Concord School Project as a potential project for CDBG funding. Ms. Theriot provided a brief history on the Miccosukee Community and the Concord School. The Concord School is approximately 8,000 sq. ft. and was constructed 90 years ago. Although structurally sound, Ms. Theriot shared that the facility which houses the Boys and Girls Club as well as a number of community programming is in need of various repairs, and updates to the exterior (i.e. roof, windows) and interior space (i.e. electrical, HVAC). Additionally, Ms. Theriot presented the County's proposed plan to rehabilitate the Concord School as part of the Miccosukee Sense of Place Initiative. She mentioned that the County has committed \$250,000 to the rehabilitation project thus far. Ms. Theriot stated if the Task Force chose to recommend this project for the CDBG funding, the next steps would be to rehabilitate the building and determine programming. Mr. Lewis asked which category would the County apply for CDBG funding for the Concord School Project. Mr. Lamy stated Neighborhood revitalization.

**V. Committee Discussion on Project Recommendation**

Following considerable discussion by the Task Force, Chair Edwards opened floor for motion to vote for the recommendation of the project for CDBG funding.

**Mr. Johnson moved that the Task Force recommend that Leon County apply for CDBG funding for the Concord School Project. The motion was seconded by Mr. Lewis and passed 5-0.**

Mr. Lamy shared that the Task Force's recommendation would be presented to the County Commission during its June 19, 2018 Board meeting.

**VI. Adjournment**

Chair Edwards adjourned meeting at 6:45 p.m.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #5**

# Leon County Board of County Commissioners

## Agenda Item #5

June 19, 2018

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

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

Herbert W.A. Thiele, County Attorney

**Title:** Request to Schedule a First and Only Public Hearing to Consider a Proposed Resolution Renouncing and Disclaiming any Right of the County in a Portion of the Unimproved Alley Abutting Lots 51, 52, 53, and 54 per the Plat of the Plantation of the Florida Pecan Endowment Company, for July 10, 2018, at 6:00 p.m.

<b>Review and Approval:</b>	Vincent S. Long, County Administrator Herbert W.A. Thiele, County Attorney
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Tony Park, P.E., Director of Public Works Scott Ross, Director, Office of Financial Stewardship
<b>Lead Staff/ Project Team:</b>	Dan Rigo, Assistant County Attorney Mitzi M. McGhin, Real Estate Specialist

### **Statement of Issue:**

As requested by the property owner in order to provide clear title to their property, this agenda item seeks the Board's approval to schedule the first and only public hearing on July 10, 2018 at 6:00 p.m. for the County to disclaim any right of ownership for a portion of an unimproved alley generally located on the west side of Capital Circle Northwest north of West Tharpe Street. The platted alley has never been accepted for use or maintenance by the County, nor has it ever been otherwise used for roadway purposes.

### **Fiscal Impact:**

This item has no fiscal impact to the County

### **Staff Recommendation:**

Option #1: Schedule a First and Only Public Hearing to consider a proposed Resolution renouncing and disclaiming any right of the County in a portion of an unimproved alley abutting Lots 51, 52, 53, and 54 per the plat of the Plantation of the Florida Pecan Endowment Company for July 10, 2018, at 6:00 p.m.

Title: Request to Schedule a First and Only Public Hearing to Consider a Proposed Resolution Renouncing and Disclaiming any Right of the County in a Portion of the Unimproved Alley Abutting Lots 51, 52, 53, and 54 per the Plat of the Plantation of the Florida Pecan Endowment Company, for July 10, 2018, at 6:00 p.m.

June 19, 2018

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## **Report and Discussion**

### **Background:**

This agenda item seeks the Board's approval to schedule the first and only public hearing on July 10, 2018, at 6:00 p.m. to consider the adoption of a resolution renouncing and disclaiming any right of the County in a portion of the unimproved alley abutting Lots 51, 52, 53, and 54 as shown in the plat of the Plantation of the Florida Pecan Endowment Company. The platted alley has never been accepted for use or maintenance by the County, nor has it ever been otherwise used for roadway purposes. The subject property encumbered by the platted alley was owned for decades by the Steele family and was recently sold by family members as part of an estate settlement. In order to provide clear title to the subject property and satisfy one of the title requirements at closing, the seller's attorney submitted a request for the County to renounce and disclaim any rights in the unimproved alley.

The property involved in this request for renunciation and disclaimer (the "Subject Property") is located on the west side of Capital Circle Northwest approximately 290 feet north of West Tharpe Street (Attachment #1). It is identified by the Leon County Property Appraiser as Parcel ID 2119510511111. The Subject Property lies within the plat identified as the Plantation of the Florida Pecan Endowment Company, and contains lots 51, 52, 53, and 54 as shown on the plat (Attachment #2). Most of the lots shown on the plat abut one of the numerous alleys delineated throughout the plat, many of which have never been used or maintained for ingress and egress to the lots. Despite never being improved or otherwise used for roadway purposes, the unimproved alleys have remained in the official record and continue to be shown on surveys and are included in title work as an encumbrance of the properties throughout northwest Leon County. The Subject Property is encumbered with one such alley delineated on the plat as abutting lots 51 through 54 (the "Platted Alley") (Attachment #3).

The Subject Property was owned for decades by the Steele family and was the residence of various family members through the years. As part of the settlement of a probate matter, it was recently sold by family members and is proposed for future development. In order to provide clear title to the Subject Property and satisfy one of the title requirements at closing, a request was submitted by the seller's attorney, Martin Friedman, for the County to renounce and disclaim any rights in the Platted Alley (Attachment #4). The Platted Alley has never been accepted for use or maintenance by the County, nor has it ever been otherwise used for roadway purposes.

Upon the seller's request, Real Estate staff solicited comments from appropriate County and City agencies and addressed any other items of concern. The responses from the agencies indicated there were no objections to the renunciation and disclaimer of the Platted Alley, and confirmed that it would not result in any landlocked parcels.



Title: Request to Schedule a First and Only Public Hearing to Consider a Proposed Resolution Renouncing and Disclaiming any Right of the County in a Portion of the Unimproved Alley Abutting Lots 51, 52, 53, and 54 per the Plat of the Plantation of the Florida Pecan Endowment Company, for July 10, 2018, at 6:00 p.m.

June 19, 2018

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**Analysis:**

Florida Statutes, Sections 336.09 and 336.10, authorizes the Board, on its own motion or upon the request of any person or persons, to renounce and disclaim any right of the County and the public in and to land delineated on any recorded plat as a street, alleyway, or road. In order to accomplish this, the Board is required to hold a public hearing with a notice published at least two weeks prior to the date of the public hearing. After conducting the public hearing, any action of the Board regarding the renunciation and disclaimer must be evidenced with the adoption of a Resolution. The Resolution as adopted must then be recorded in the official records of Leon County.

Staff is requesting that the Board schedule a public hearing for Tuesday, July 10, 2018, at 6:00 p.m. to consider the adoption of a Resolution renouncing and disclaiming any right of the County in the Platted Alley.

**Options:**

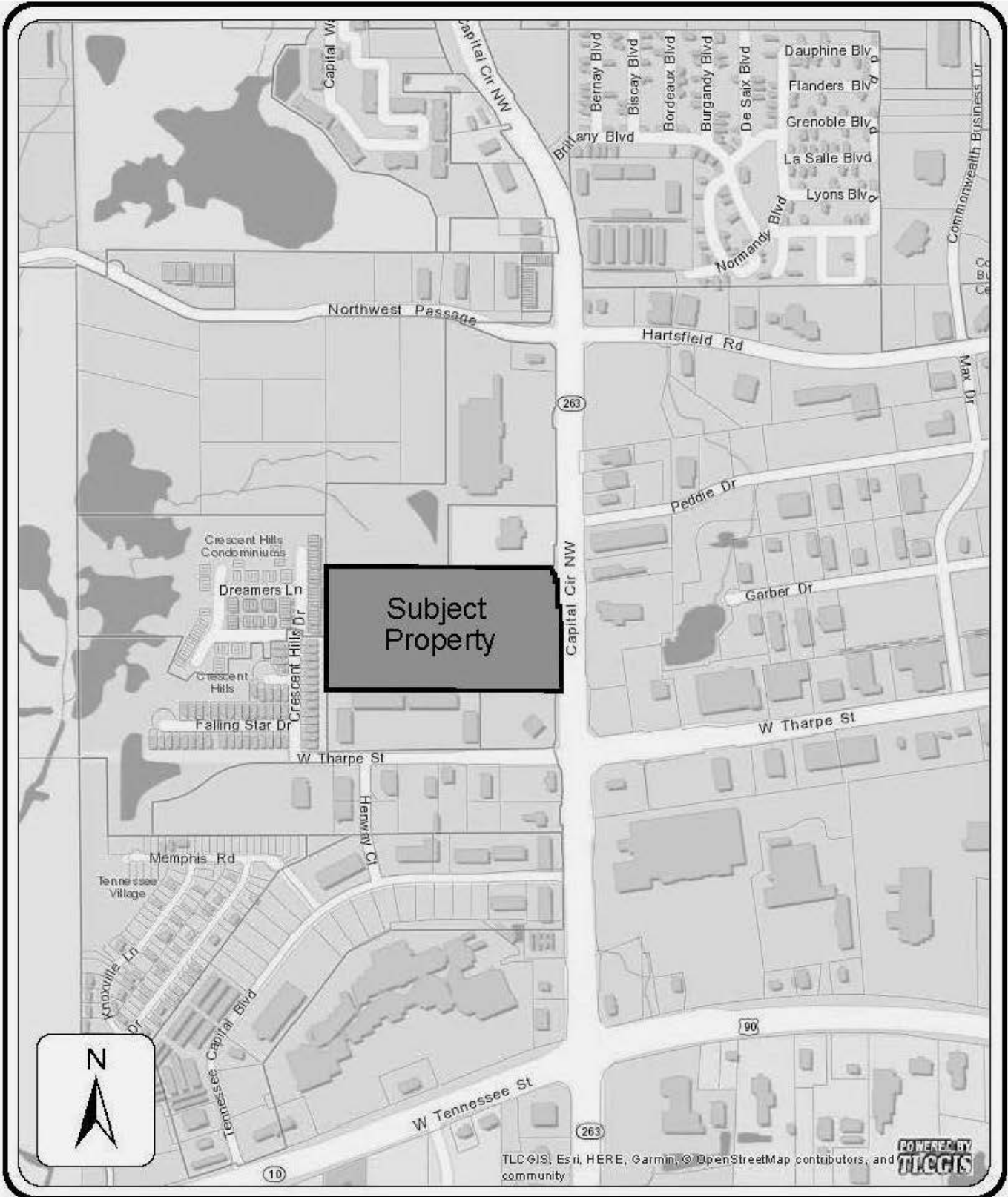
1. Schedule a First and Only Public Hearing to consider a proposed Resolution renouncing and disclaiming any right of the County in a portion of an unimproved alley abutting Lots 51, 52, 53, and 54 per the plat of the Plantation of the Florida Pecan Endowment Company for July 10, 2018, at 6:00 p.m.
2. Do not schedule a public hearing to consider a proposed Resolution renouncing and disclaiming any right of the County in a portion of an unimproved alley abutting Lots 51, 52, 53, and 54 per the plat of the Plantation of the Florida Pecan Endowment Company.
3. Board direction.


**Recommendation:**

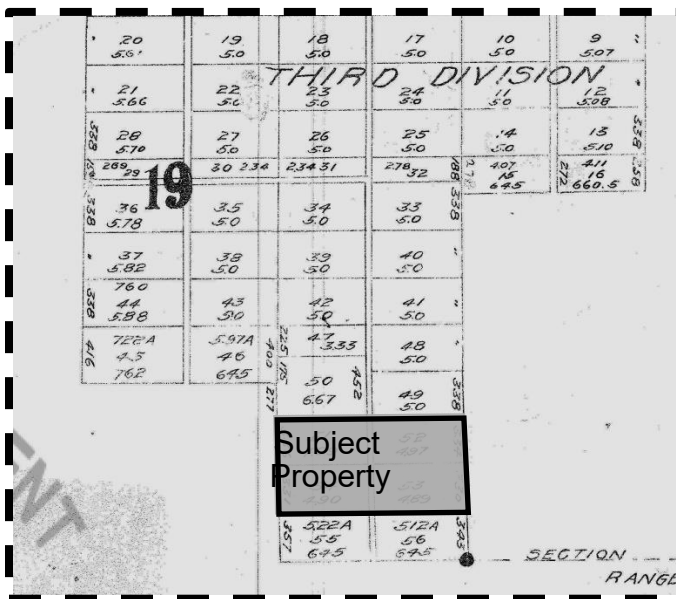
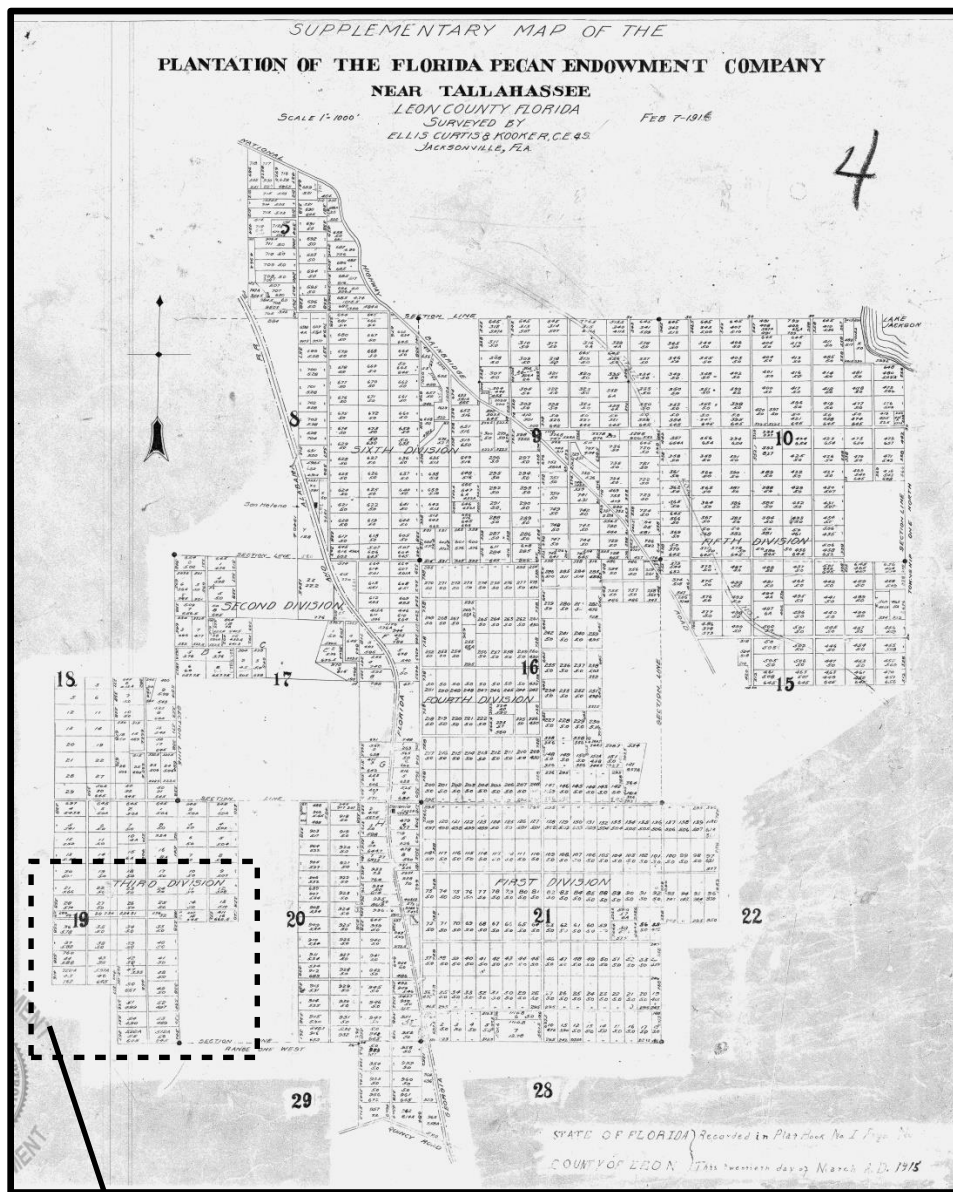
Option #1.

**Attachments:**

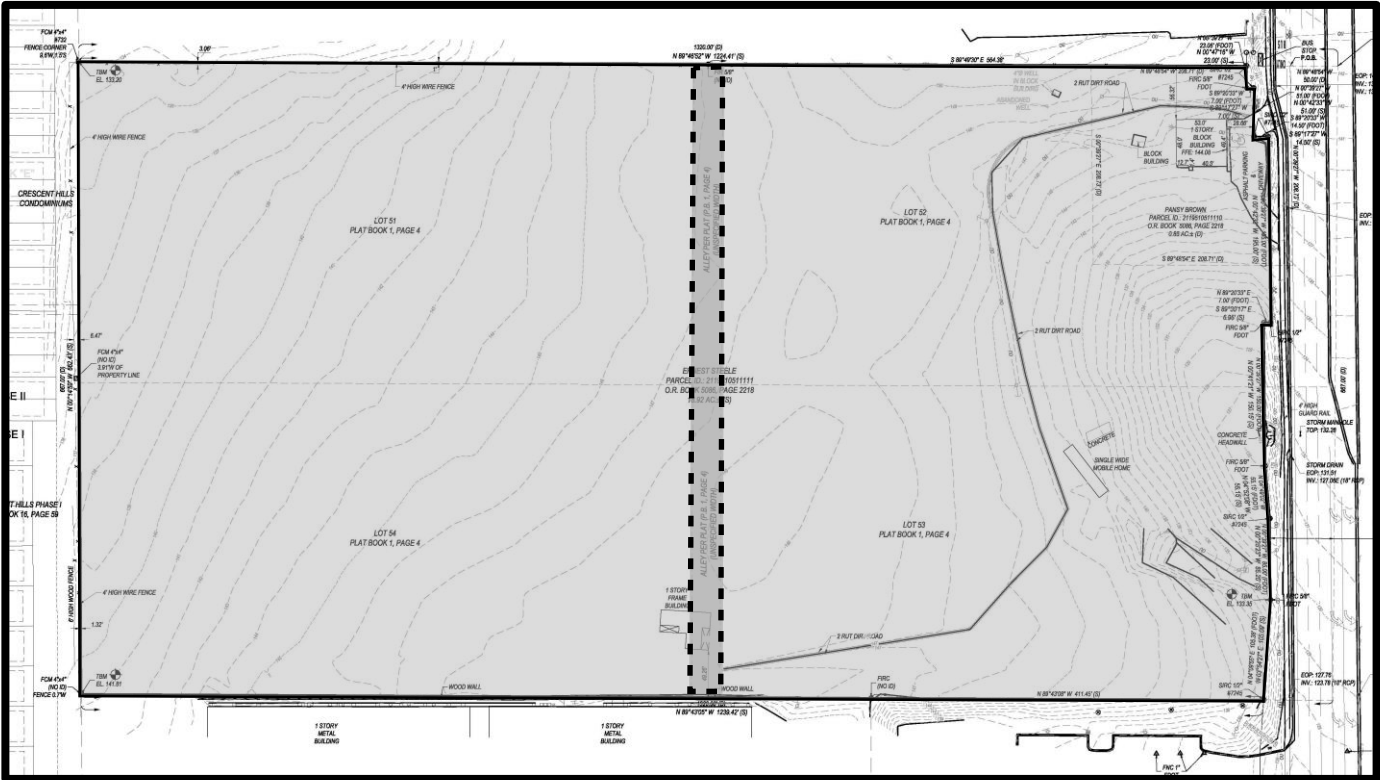
1. Subject Property Location Map
2. Plat of Plantation of the Florida Pecan Endowment Company
3. Subject Property Boundary Survey
4. Request for Disclaimer from Martin Friedman



	<b>Steele Property Map</b>	<b>Scale:</b>	Tallahassee/Leon County GIS
	<b>DISCLAIMER</b>	<b>Not To Scale</b>	Management Information Services
	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.	<b>Date Drawn:</b>	Leon County Courthouse
		<b>May 29, 2018</b>	
			Tallahassee, FL 32301
			850/606-5604
			<a href="http://www.tlegis.org">http://www.tlegis.org</a>



**BOUNDARY SURVEY OF SUBJECT PROPERTY**



Subject Property



Platted Alley

**Daniel Rigo - FW: Steele property [HWHLAW-FirmLive.FID1297531]**

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**From:** "Martin S. Friedman" <mfriedman@ff-attorneys.com>  
**To:** "mcghinm@LeonCountyFL.gov" <mcghinm@LeonCountyFL.gov>, Daniel Rigo <Rigo...>  
**Date:** 1/12/18 6:07 PM  
**Subject:** FW: Steele property [HWHLAW-FirmLive.FID1297531]  
**Cc:** "Jerilyn H. Reed" <Jerilyn.Reed@hwhlaw.com>, "Andy E. Peluso" <Andy.Pelu...>  
**Attachments:** H35.004-BNDRY TOPO 1-12-18.pdf

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Mitzi & Dan,

Attached is the revised survey with the language referencing the alley. Please let me know if that is not sufficient. Also let me know if you need anything else from me to get the disclaimer from the County.

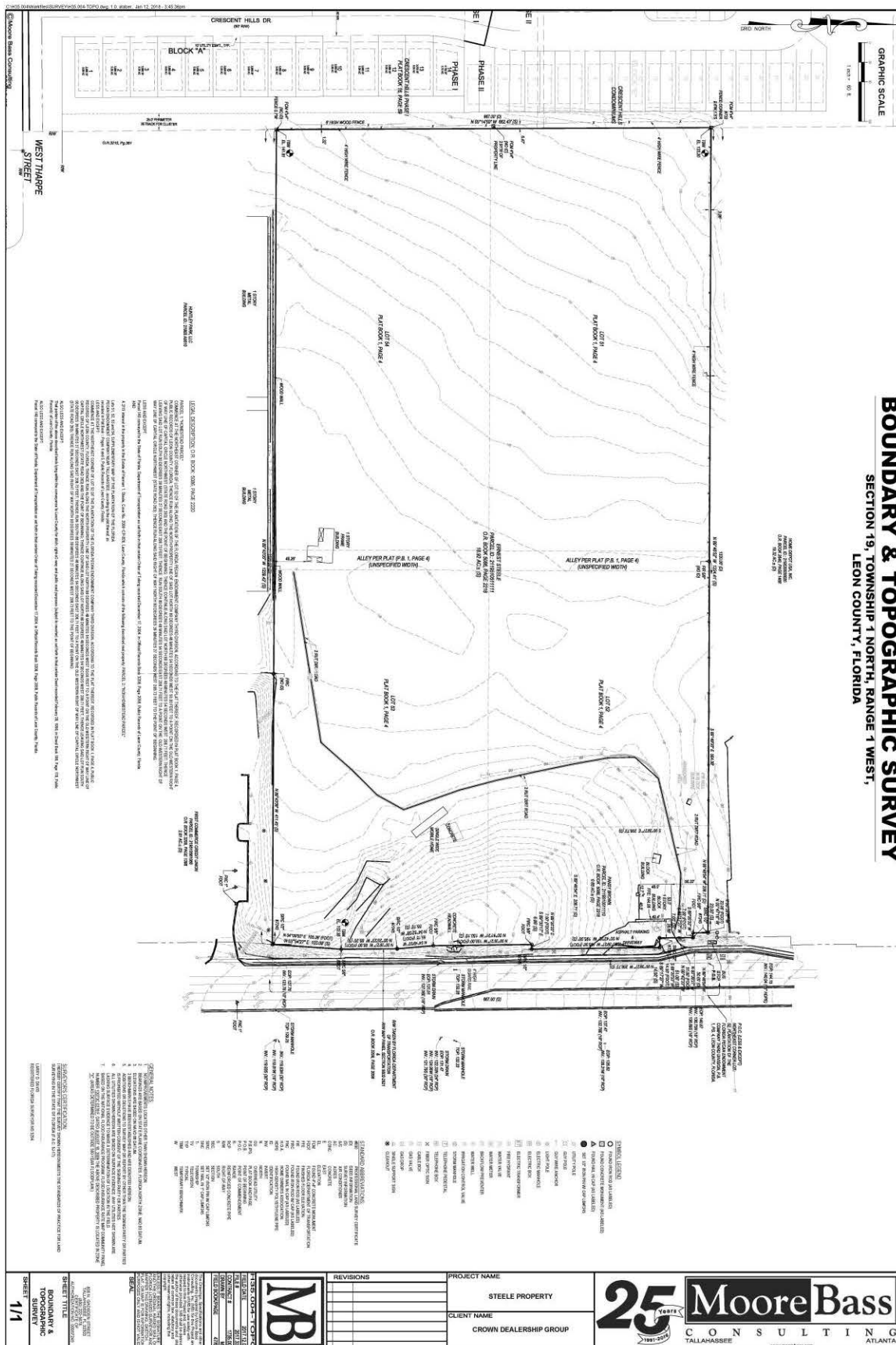
Thanks again for your help on this. Regards, Marty

**MARTIN S. FRIEDMAN, ESQ.**  
*Shareholder*



766 North Sun Drive  
Suite 4030  
Lake Mary, FL 32746  
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**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #6**

# Leon County Board of County Commissioners

## Agenda Item #6

June 19, 2018

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

**From:** Herbert W.A. Thiele, County Attorney 

**Title:** Request to Schedule First and Only Public Hearing to Consider Adoption of Ordinance Amending Chapter 11, Article XXIII of the Code of Laws of Leon County to Establish a Prohibition on Simulated Gambling Devices, for July 10, 2018, at 6:00 p.m.

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<b>Review and Approval:</b>	Herbert W.A. Thiele, County Attorney
<b>Lead Staff/ Project Team:</b>	LaShawn D. Riggins, Deputy County Attorney

### **Statement of Issue:**

This item seeks the Board's approval to schedule the first and only public hearing on July 10, 2018, at 6:00 p.m., to consider the adoption of an ordinance amending Chapter 11, Article XXIII of the Code of Laws of Leon County, to establish a prohibition on simulated gambling devices.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Schedule the first and only public hearing to consider the adoption of an ordinance amending Chapter 11, Article XXIII of the Code of Laws of Leon County, to establish a prohibition on simulated gambling devices, for July 10, 2018, at 6:00 p.m.



Title: Request to Schedule First and Only Public Hearing to Consider Adoption of Ordinance Amending Chapter 11, Article XXIII of the Code of Laws of Leon County to Establish a Prohibition on Simulated Gambling Devices, for July 10, 2018, at 6:00 p.m.

June 19, 2018

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## **Report and Discussion**

### **Background:**

On June 14, 2011, and in response to growing concerns regarding the proliferation of simulated gambling devices at so-called “internet cafés” in Leon County, the Board of County Commissioners adopted Ordinance No. 2011-13, which provided for the regulation of simulated gambling devices and facilities in the County. Ordinance No. 2011-13 was codified at Chapter 11, Article XXIII, of the Code of Laws of Leon County, Florida, entitled “Regulation of Simulated Gambling Devices.”

In 2013 the Florida Legislature took action on the proliferation of simulated gambling devices by adopting House Bill 155, which clarified that electronic gambling devices were prohibited under Chapter 849, Florida Statutes. The legislation clarified the existing laws concerning slot machines, charitable drawings, game promotions, and amusement machines. For example, the definition of “slot machine or device” was expanded to include systems or networks of devices that are adapted for use in such a way that they simulate a game of chance, require “pay to play”, and award something of value. Further, there is now a rebuttable presumption that a device, system, or network is a prohibited slot machine or device if it used to simulate casino-style games in schemes involving consideration and prizes. In response to House Bill 155, “internet cafés” closed down across the State.

However, it has come to the County’s attention that similar operations have opened in recent months throughout the State, including Leon County. As a result, it is advisable to amend Chapter 11, Article XXIII of the Leon County Code of Laws to clearly establish that simulated gambling devices are prohibited in Leon County.

### **Analysis:**

Chapter 11, Article XXIII of the Leon County Code of Laws presently regulates simulated gambling devices. The proposed Ordinance (Attachment #1) would amend several provisions of Chapter 11, Article XXIII of the Code of Laws, and establish that simulated gambling devices are prohibited. The proposed Ordinance will specifically provide the following:

- The title of Article XXIII will be changed from “Regulation of Simulated Gambling Devices” to “Simulated Gambling Devices.”
- Sections 11-800 (authorization and intent) and 11-803 (general prohibition) will be amended to specifically establish the prohibition on simulated gambling devices. For example, Section 11-803 will state that it is unlawful in Leon County for any person to manage, supervise, maintain, provide, produce, possess, or use one or multiple simulated gambling devices.

Title: Request to Schedule First and Only Public Hearing to Consider Adoption of Ordinance Amending Chapter 11, Article XXIII of the Code of Laws of Leon County to Establish a Prohibition on Simulated Gambling Devices, for July 10, 2018, at 6:00 p.m.

June 19, 2018

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- Unnecessary definitions will be removed from Section 11-801, Definitions. In addition, the term “slot machine” is amended to be “slot machine or device” as defined in Section 849.16, Florida Statutes.
- As the County will be prohibiting simulated gambling devices, the provisions in Article XXIII that regulate simulated gambling devices are no longer required and will be repealed, including: Section 11-804 (permitting and fees); Section 11-805 (location of facilities); Section 11-806 (inspections); Section 11-806 (signage requirements); Section 11-808 (limitations on operations); Section 11-807 (security requirements); and Section 11-810 (gambling addiction information).
- Various amendments of an editorial nature will also be made throughout Article XXIII.

Pursuant to Section 125.66, Florida Statutes, the Board must conduct one public hearing to consider and adopt the proposed Ordinance. Should the Board schedule the public hearing, notice will be published as provided by law.

**Options:**

1. Schedule the first and only public hearing to consider the adoption of an ordinance amending Chapter 11, Article XXIII of the Code of Laws of Leon County, to establish a prohibition on simulated gambling devices, for July 10, 2018, at 6:00 p.m.
2. Do not schedule the first and only public hearing to consider the adoption of an ordinance amending Chapter 11, Article XXIII of the Code of Laws of Leon County, to establish a prohibition on simulated gambling devices, for July 10, 2018, at 6:00 p.m.
3. Board direction.

**Recommendation:**

Option #1.

**Attachment:**

1. Proposed ordinance

ORDINANCE NO. 2018-\_\_\_\_\_

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF  
LEON COUNTY, FLORIDA, AMENDING CHAPTER 11, ARTICLE  
XXIII OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA,  
ENTITLED “REGULATION OF SIMULATED GAMBLING DEVICES”;  
ESTABLISHING A PROHIBITION ON SIMULATED GAMBLING  
DEVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR  
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on June 14, 2011, and in response to growing concerns regarding the proliferation of simulated gambling devices at so-called “internet cafés” in Leon County, the Board of County Commissioners adopted Ordinance No. 2011-13, which provided for the regulation of simulated gambling devices and facilities; and

WHEREAS, the provisions of Ordinance No. 2011-13 were codified at Chapter 11, Article XXIII, of the Code of Laws of Leon County, Florida, entitled “Regulation of Simulated Gambling Devices”; and

WHEREAS, in 2013 the Florida Legislature took action on the proliferation of simulated gambling devices by adopting House Bill 155, which clarified that electronic gambling devices were prohibited under Chapter 849, Florida Statutes; and

WHEREAS, the Board wishes to amend Article XXIII of Chapter 11 of the Code of Laws of Leon County, Florida, to establish that simulated gambling devices are prohibited in Leon County;

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

**Section 1.** Article XXIII of Chapter 11 of the Code of Laws of Leon County, Florida, is hereby amended to read as follows:

1           **ARTICLE XXIII. ~~REGULATION OF~~ SIMULATED GAMBLING DEVICES**

2   **Sec. 11-800. Legislative authorization; intent.**

3           (a)     This article is enacted in the interest of the public health, peace, safety, morals  
4   and general welfare of the citizens and inhabitants of Leon County, Florida, pursuant to Article  
5   VIII, Section 1(g), Florida Constitution and F.S. § 125.01, and the Charter of Leon County,  
6   Florida.

7           (b)     This article ~~It~~ is established to ~~prohibit~~ regulate the possession or use of simulated  
8   gambling devices to effect giveaways through drawings by chance, sweepstakes, or game  
9   promotions in violation of ~~that do not otherwise violate~~ Florida law.

10   **Sec. 11-801. Definitions.**

11           The following definitions apply to this Chapter 11, Article XXIII:

12           ~~*Applicant* means the operator for whom a permit application is submitted and in the name~~  
13   ~~of whom, if the permit is granted, the drawing by chance conducted in connection with the sale~~  
14   ~~of a consumer product or service, sweepstakes, or game promotion shall be conducted.~~

15           ~~*Conviction* means a determination of guilt in a criminal case by a court of competent~~  
16   ~~jurisdiction, regardless of whether the defendant pled guilty, no contest, or nolo contendere, or~~  
17   ~~was found guilty by a judge or jury.~~

18           ~~*County administrator* shall mean the Leon County Administrator or his or her designee.~~

19           ~~*De minimis activity facility* means a facility operated by an organization exempt from~~  
20   ~~federal taxation under Section 501(c) of the Internal Revenue Code and with five or fewer~~  
21   ~~electronic or mechanical devices that are used to conduct a drawing by chance, sweepstakes or~~  
22   ~~game promotion utilizing those electronic or mechanical devices, all of which devices were in~~  
23   ~~operation before the passage of this article at that facility.~~

1       ~~Minor means any individual under the age of 18 years.~~

2       ~~Operating as used in this article means to manage and run a simulated gambling facility~~  
3 ~~by doing those things necessary to run a business which may include but are not limited to~~  
4 ~~obtaining a business permit, obtaining a business tax certificate, executing a lease agreement or~~  
5 ~~purchasing contract, leasing or purchasing of simulated gambling devices, hiring employees, or~~  
6 ~~selling a legal consumer product or service.~~

7       ~~Operator means any person in whose name a drawing by chance is being conducted in~~  
8 ~~connection with the sale of a consumer product or service, sweepstakes, or game promotion that~~  
9 ~~utilizes electronic equipment.~~

10       ~~Permit holder means the operator in whose name the county administrator has issued a~~  
11 ~~permit under this article.~~

12       ~~Person means an individual, association, partnership, joint venture, corporation, or any~~  
13 ~~other type of organization, whether conducted for profit or not for profit, or a director, executive,~~  
14 ~~officer or manager of an association, partnership, joint venture, corporation or other organization.~~

15       ~~Rules means the restrictions and covenants governing the operation of the drawing by~~  
16 ~~chance, sweepstakes, or game promotion.~~

17       ~~Security personnel includes any person whose lawful jurisdiction includes Leon County~~  
18 ~~and who either is a sheriff, deputy sheriff, marshal, deputy marshal, or a police officer or any~~  
19 ~~other person authorized by law who holds a Class "G" license issued by the Florida Department~~  
20 ~~of Agriculture and Consumer Services and who is hired to provide security for the simulated~~  
21 ~~gambling facility.~~

1       ~~Senior citizen's center means any public or private center, that is organized and operated~~  
2 ~~exclusively to provide recreational or social services for persons who are 55 years of age or~~  
3 ~~older.~~

4       *Simulated gambling device* means any device that, upon connection with an object, is  
5 available to play or operate a computer simulation of any game, and which may deliver or entitle  
6 the person or persons playing or operating the device to a payoff; or any electronic device that is  
7 used or adapted for use to conduct and/or reveal the results of a drawing by chance conducted in  
8 connection with the sale of a consumer product or service, sweepstakes, or game promotions that  
9 display results by simulating a game or games ordinarily played on a slot machine or device. The  
10 following rules of construction apply to this definition of “simulated gambling device”:

- 11       (1)     The term “device” means any mechanical or electrical contrivance, computer,  
12               terminal, video or other equipment that may or may not be capable of  
13               downloading games from a central server system, machine, computer or other  
14               device or equipment. The term “device” also includes any associated equipment  
15               necessary to conduct the operation of the device.
- 16       (2)     The term “upon connection with” means insertion, swiping, passing in range, or  
17               any other technical means of physically or electromagnetically connecting an  
18               object to a device.
- 19       (3)     The term “object” means a coin, bill, ticket, token, card or similar object, obtained  
20               as a bonus or supplement to another transaction involving the payment of  
21               consideration.
- 22       (4)     The terms “play or operate” or “play or operation” includes the use of skill, the  
23               application of the element of chance, or both.

(5) The term “computer simulation” includes simulation by means of a computer, computer system, video display, video system or any other form of electronic video presentation.

(6) The term “game” includes slot machines, poker, bingo, craps, keno, any other type of game ordinarily played in a casino, a game involving the display of the results of a raffle, sweepstakes, drawing, contest or other promotion, lotto, sweepstakes, and any other game associated with gambling or which could be associated with gambling, but the term “game” does not necessarily imply gambling as that term may be defined elsewhere.

(7) The term “payoff” means cash, monetary or other credit, billets, tickets, tokens, or electronic credits to be exchanged for cash or to receive merchandise or anything of value whatsoever, whether made automatically from the machine or manually.

(8) The use of the word “gambling” in the term “simulated gambling device” is for convenience of reference only. The term “simulated gambling device” as used in this article is defined exclusively by this subsection and does not incorporate or imply any other legal definition or requirement applicable to gambling that may be found elsewhere.

~~*Simulated gambling facility* means the house, building, edifice, or location, along with its grounds in which simulated gambling devices are used, operated, or stored.~~

*Slot machine or device* has the same meaning as specified in F.S. § 849.16 ~~551.102~~, or as amended from time to time.

**Sec. 11-802. Area of enforcement.**

The board is acting herein as the governing body for Leon County, Florida, and this ~~article part~~ shall be effective within the boundaries of Leon County, Florida.

**Sec. 11-803. General prohibition.**

It is unlawful in Leon County for any person to manage, supervise, maintain, provide, produce, possess, or use one or multiple simulated gambling devices. Except as expressly ~~regulated and~~ permitted by this article, no person, ~~other than a De Minimis Activity Facility as defined herein,~~ shall conduct or operate a drawing by chance pursuant to F.S. § 849.0935, sweepstakes, or game promotion pursuant to F.S. § 849.094, or any other game of chance on any simulated gambling device provided by an operator of the game of chance which displays the result by simulating a game or games ordinarily played on a slot machine or device.

**~~Sec. 11-804. Permitting and fees.~~**

~~(a) — *Permit required.* No person shall conduct or operate a simulated gambling facility (facility) in Leon County without having first obtained a permit from the county administrator for each facility. Each permit is valid only for the operator and the facility named in the permit. Each permit is valid for one year. No permit shall be assignable or transferable, either as to person, operator, facility, or location.~~

~~(b) — *Initial permits.* Within 60 days of enactment of this article, all current operators who have been operating a simulated gambling facility on or before June 15, 2011, and which are subject to this article, and which apply for, facially qualify for, and pay required fees for a permit, shall be granted a permit for the facility as provided for in this section. Each such operator shall, in addition to the requirements set forth herein as part of the application, provide proof satisfactory to the county administrator that the operator was lawfully operating a simulated gambling facility, as of June 15, 2011, which such evidence may include a current and~~



1 ~~valid lease, rental agreement, purchase and sale contract, bill of sale or receipt indicating the~~  
2 ~~purchase, lease or use of simulated gambling devices for that particular facility, or other~~  
3 ~~certificates, permits, licenses, receipts or filings issued by the federal, state or local government~~  
4 ~~indicating proof of the uses contemplated by this article.~~

5 ~~(c) — *Permits limited.* Unless greater than ten permits have been issued as provided for~~  
6 ~~in subsection (b) above, the county administrator shall limit the total number of permits issued~~  
7 ~~pursuant to this section to ten. After the permits authorized by subsection (b) are issued, no~~  
8 ~~permits for new businesses shall be issued unless the issuance of the permit will not cause the~~  
9 ~~total number of permits issued to exceed ten permits. All qualifying operators who receive an~~  
10 ~~initial permit as provided for in subsection (b) shall be entitled to renew their permit if they~~  
11 ~~otherwise qualify and pay required fees.~~

12 ~~(d) — Application materials required for permit.~~

13 ~~(1) — Applicant shall file with the county administrator the following materials:~~

14 ~~(i) — A copy of applicant's proposed rules governing the drawing by chance,~~  
15 ~~sweepstakes or game promotion which includes the odds of winning and the prize table;~~

16 ~~(ii) — For a sweepstakes or game promotion operating pursuant to F.S. § 849.094, a~~  
17 ~~copy of applicant's certification of a bond or trust account provided to the Florida Department of~~  
18 ~~Agriculture and Consumer Services, regardless of aggregate prize amount; non-profit~~  
19 ~~organizations operating pursuant to F.S. § 849.0935, are exempt from this provision.~~

20 ~~(iii) — A copy of each simulated gambling facility's surety bond or statement of trust~~  
21 ~~account in an amount equal to the total announced value of prizes offered or \$50,000.00,~~  
22 ~~whichever is less. Non-profit organizations shall not be exempt under this subsection.~~

1       A. ~~A statement of trust account must be printed on the official letterhead of the~~  
2 ~~acknowledging financial institution and contain the following information:~~

3       1. ~~Account number and date account was opened.~~

4       2. ~~Name, location, and phone number of the financial institution.~~

5       3. ~~Name of the game promotion and commencement date.~~

6       4. ~~Dollar amount held in trust account.~~

7       5. ~~Provision that prohibits the money from being withdrawn from the trust account~~  
8 ~~except for verified payments to winners of the listed game promotion.~~

9       B. ~~The surety bond must have Leon County as the obligee on the bond.~~

10       (iv) ~~A complete list of all products and services offered and the prices charged~~  
11 ~~therefor;~~

12       (v) ~~For every principal, officer, shareholder, and director of the operator, a fingerprint~~  
13 ~~card and a letter certifying the results of a national, Level 2 criminal background check; and~~

14       (vi) ~~A copy of the certification report issued by an independent testing laboratory~~  
15 ~~verifying that the computer software that is used by the operator to conduct a drawing by chance~~  
16 ~~or game promotion has been tested and is not a slot machine as defined by Florida law. The~~  
17 ~~certification report must be provided to the county administrator directly from the independent~~  
18 ~~testing laboratory; and~~

19       (vii) ~~A copy of the certification report issued by an independent testing laboratory that~~  
20 ~~describes and verifies the manner in which the software that is used by the operator to conduct a~~  
21 ~~drawing by chance or game promotion works. The certification report must be provided to the~~  
22 ~~county administrator directly from the independent testing laboratory.~~

23       (2) ~~Applicant shall provide a sworn affidavit containing the following:~~

1           ~~(i) — The identity of the applicant and if the applicant is:~~

2           ~~A. — An individual, his name, residence address, and date of birth;~~

3           ~~B. — An unincorporated organization, the names, dates of birth, and residence~~  
4 ~~addresses of its principals; or~~

5           ~~C. — A corporation, the corporate name, state of incorporation and the names, dates of~~  
6 ~~birth, and residence addresses of its principal officers, directors, and shareholders; or~~

7           ~~D. — A limited liability company, the company name, state of incorporation and the~~  
8 ~~names, dates of birth, and residence addresses of its members and managers;~~

9           ~~(ii) — A description, including the number of simulated gambling devices;~~

10          ~~(iii) — A statement of whether any of the individuals listed has, within the five year~~  
11 ~~period immediately preceding the date of the application, been convicted of any felony under the~~  
12 ~~laws of Florida, the United States, or any other state, and, if so, the particular criminal act~~  
13 ~~involved and the place of conviction;~~

14          ~~(iv) — The street address of the simulated gambling facility;~~

15          ~~(v) — If the applicant is a branch, chapter, lodge, or other local unit of a charitable~~  
16 ~~organization or corporation, the name of the primary organization and the street address of its~~  
17 ~~principal office; and~~

18          ~~(vi) — The name and address of an individual in Leon County who is authorized to~~  
19 ~~receive notices from the county;~~

20          ~~(vii) — A statement certifying that all information on the application and any attachments~~  
21 ~~thereto is true and that the applicant understands that any misstatement of material fact in the~~  
22 ~~application may result in the denial of the permit or, if it has been issued, in the suspension or~~  
23 ~~revocation of the permit.~~

1       ~~(e) — Application fee. Each applicant shall remit a non-refundable application fee of~~  
2       ~~\$500.00.~~

3       ~~(f) — Review of application.~~

4       ~~(1) — Duration of review. Within 60 days of receipt of an applicant's completed permit~~  
5       ~~application, the county administrator or a designee shall grant or deny the application. If any~~  
6       ~~principal, officer, shareholder or director of the operator has a pending criminal case for an~~  
7       ~~enumerated crime the county administrator may delay its grant or denial of the permit until 60~~  
8       ~~days after the final judgment.~~

9       ~~(2) — An application may be denied if, during the course of its review, the county~~  
10       ~~administrator determines that:~~

11       ~~(i) — Within five years of the date of the application, applicant has been convicted of~~  
12       ~~any felony under the laws of Florida, the United States, or any other state unless said violation~~  
13       ~~would not constitute a crime in Florida;~~

14       ~~(ii) — Within three years of the date of the application, has had a permit under this~~  
15       ~~article revoked or been convicted for a violation of this article;~~

16       ~~(iii) — The prices to be charged for the product(s) or service(s) offered, as listed on the~~  
17       ~~permit application, do not constitute a reasonable market value; or~~

18       ~~(iv) — The application materials are incomplete or contain a misstatement of material~~  
19       ~~fact.~~

20       ~~(g) — Denial of permit. An applicant whose permit application is denied may reapply~~  
21       ~~within 30 days by completing all steps of the application procedure, including payment of a new~~  
22       ~~application fee.~~

1           ~~(h) — Permit fees. The permit fee for simulated gambling facility shall be in accordance~~  
2 ~~with the following schedule:~~

3           ~~(1) — 1 to 20 devices — \$2,500.00~~

4           ~~(2) — 21 to 40 devices — \$5,000.00~~

5           ~~(3) — 41 to 60 devices — \$7,500.00~~

6           ~~(4) — 61 to 80 devices — \$10,000.00~~

7           ~~(5) — 81 to 100 devices — \$12,500.00~~

8           ~~(i) — Inspection fee. Fifty dollars per simulated gambling device will be assessed~~  
9 ~~annually.~~

10           ~~(j) — Renewal of existing permit. Existing permits shall be renewed upon compliance~~  
11 ~~with this article, notwithstanding the total number of permits issued. The permit holder shall~~  
12 ~~apply for the renewal permit no later than 60 days and no sooner than 120 days before the~~  
13 ~~expiration of the current permit. The renewal permit application shall include all the materials~~  
14 ~~and the application fee required for the issuance of an original permit, and shall include evidence~~  
15 ~~of current lawfully existing operations consistent with the requirements of this article. Renewal~~  
16 ~~permit applications shall be processed using the same procedure and standards as required for~~  
17 ~~review of an original permit application but shall be processed within 30 days. Upon approval,~~  
18 ~~renewal permit applicants shall pay the same fees as set forth in subsection (h) above and said~~  
19 ~~renewals shall be deemed denied if an eligible applicant fails to pay these fees on or before the~~  
20 ~~thirtieth day after approval, availability, and notice of the permit authorization.~~

21           ~~(k) — Lost or destroyed permit. The fee for a replacement permit shall be \$50.00.~~

22           ~~(l) — Revocation of permit. The county administrator or a designee may revoke a~~  
23 ~~permit for violation of any provision of this article, or if it is determined that the application~~

~~contained a misstatement of material fact, or due to a permit holder's cessation of the use of simulated gambling devices during its normal business hours for at least 14 consecutive days. Prior to revocation, the county administrator shall provide to the permit holder, through their individual in Leon County authorized to accept notices from the county, the following:~~

- ~~(1) — A written notice of intent to revoke the permit;~~
- ~~(2) — A 14 calendar day opportunity to cure the alleged violation; and~~
- ~~(3) — An opportunity to be heard prior to revocation.~~

~~Revocation shall not take place before 30 days after receipt of a notice of revocation is delivered to the permit holder and opportunities to cure and to be heard are provided. The decision to revoke a permit shall be considered non-final agency action subject to appellate review by the board of adjustment and appeals ("BOAA"). The decision of the BOAA shall constitute final agency action subject to judicial review. Any appeal of a revocation decision shall be made within 30 calendar days of receipt of a notice of revocation by filing a written notice of appeal with the board of adjustment and appeals, along with an appeal fee of \$960.00. Failure to file written notice of appeal and appeal fee within the prescribed time period constitutes a waiver of the right to appeal.~~

**~~Sec. 11-805. Location.~~**

~~All simulated gambling facilities shall be located in appropriate commercial zoning districts, but in no event may such a simulated gambling facility be located within 500 feet of any real property comprising a child care facility as defined in F.S. § 402.302 or as may be amended from time to time, or a public or private elementary, middle, secondary school, or any private or public college, university, or other post-secondary educational institution, or within 500 feet of real property comprising a church, a county park, a community center, a senior~~

1 ~~citizen center, or publicly owned recreational facility, nor may such a simulated gambling~~  
2 ~~facility be closer than 5,000 feet from another such simulated gambling facility. The distance~~  
3 ~~measurements shall be from the point of edge of property to the next closest edge of property.~~

4 **~~Sec. 11-806. Inspections.~~**

5 ~~During business hours, the county administrator, the Leon County Sheriff's Office, or~~  
6 ~~their agents may enter the facility without any warrant for purposes of inspecting all areas of the~~  
7 ~~facility, to ensure compliance with the provisions of this article or any other ordinances within~~  
8 ~~their authority, including but not limited to the right to enter the facility and to select and remove~~  
9 ~~any simulated gambling device to inspect, test and/or have tested to determine compliance with~~  
10 ~~this article.~~

11 **~~Sec. 11-807. Signage requirements.~~**

12 ~~(a) — *Exterior of facility.* Exterior signage shall be limited to the advertisement of the~~  
13 ~~consumer product and/or service sold at the facility. No signs shall be posted on the exterior of~~  
14 ~~any simulated gambling facility that suggest gambling takes place or display any image~~  
15 ~~commonly associated with slot machines. All signage shall be further subject to all applicable~~  
16 ~~Leon County Code regulations regarding signs.~~

17 ~~(b) — *Interior of facility.* The permit holder shall conspicuously post the name of the~~  
18 ~~permit holder, a description of all products and services sold, and the complete rules for all~~  
19 ~~sweepstakes or game promotions at the main counter. Rules for all promotions shall include the~~  
20 ~~following language in at least 26 point font: "State and local law prohibits this establishment~~  
21 ~~from requiring an entry fee, payment, or proof of purchase as a condition of participating. No~~  
22 ~~donation or contribution is required. You may obtain free entries upon request from any~~  
23 ~~employee on the premises." The permit holder shall also post a sign which shall include the~~

1 following language in at least 26 point type: "The video displays are for amusement and  
2 entertainment only. The video displays do not determine the result of your sweepstakes entries."  
3 The permit holder shall affix signage that shall include the following language in at least ten-  
4 point type on each simulated gambling device: "The video displays are for amusement and  
5 entertainment only. The video displays do not determine the result of your sweepstakes entries."  
6 A complete copy of the rules, prize tables, and odds of winning shall be made available on  
7 request without cost. Any consumer product or service offered for sale shall be identified by  
8 description and price by conspicuous posting. A copy of the permit shall be posted  
9 conspicuously at the main counter or at the entrance.

10 **Sec. 11-808. Limitations on operation of business.**

11 ~~(a) — *Alcoholic beverages.* Permit holders shall not sell or permit any individual to~~  
12 ~~consume or possess any alcoholic beverages within any simulated gambling facility.~~

13 ~~(b) — *Minors.* Minors are prohibited from entering any simulated gambling facility. It is~~  
14 ~~the responsibility of the owner and employees of the facility to ensure no minors are present~~  
15 ~~within the facility. A person's ignorance of minor's age, a minor's misrepresentation of his or her~~  
16 ~~age, a bona fide belief of minor's age may not be raised as a defense for violation of this section.~~

17 ~~(c) — *Limitation on simulated gambling devices.* Permit holders shall not operate more~~  
18 ~~than 100 simulated gambling devices except that permit holders operating on or before June 15,~~  
19 ~~2011, in Leon County may not operate more simulated gambling devices than were in operation~~  
20 ~~on June 15, 2011, and any reduction following the enactment of this article in devices by such~~  
21 ~~permit holders shall be permanent. Replacing an existing simulated gambling device due to a~~  
22 ~~defect or upgrade shall not be deemed a reduction pursuant to this subsection, provided that such~~  
23 ~~replacement occurs within 30 days.~~



1       ~~(d) — Hours of operation. No simulated gambling facility shall be open for business~~  
2       ~~between the hours of 2:00 a.m. and 7:00 a.m.~~

3       ~~(e) — Additional restrictions. No simulated gambling facility shall:~~

4       ~~(1) — Design, engage in, promote, or conduct a game wherein the winner may be~~  
5       ~~predetermined or the game may be manipulated or rigged;~~

6       ~~(2) — Arbitrarily remove, disqualify, disallow or reject any entry;~~

7       ~~(3) — Fail to award any prize offered;~~

8       ~~(4) — Print, publish, or circulate literature or advertising material which is false,~~  
9       ~~deceptive or misleading;~~

10       ~~(5) — Require an entry fee, payment or proof of purchase as a condition of entering any~~  
11       ~~sweepstakes or game promotion.~~

12       ~~(f) — Additional requirements. An operator of a simulated gambling facility shall:~~

13       ~~(1) — Maintain a list of the names and addresses of all persons who have won prizes~~  
14       ~~which have a value of more than \$25.00, the value of such prizes, and the dates when the prizes~~  
15       ~~were won and keep the list at the facility for one year;~~

16       ~~(2) — Display at the point of sale contact information related to gambling addiction~~  
17       ~~treatment.~~

18       ~~(g) — Felony convictions. No person who has at any time in the previous five years been~~  
19       ~~convicted of, or is currently under indictment or information for, any felony, shall be eligible to~~  
20       ~~operate or manage a simulated gambling facility.~~

21       ~~**Sec. 11-809. Safety and security requirements.**~~

22       ~~The permit holder shall maintain the following security devices and standards:~~

1           ~~(a) — Video surveillance. All such simulated gambling facilities shall install a video~~  
2 ~~surveillance system for both the entrance and parking area to the facility and for the cashier area~~  
3 ~~of the simulated gambling facility as well as the interior of the simulated gambling facility. The~~  
4 ~~video surveillance system shall be maintained and kept in working order at all times. The video~~  
5 ~~surveillance system recordings, whether by film or digital, shall be kept for a period no less than~~  
6 ~~14 days and shall be open and accessible to representatives of Leon County, including the Leon~~  
7 ~~County Sheriff's Office, at all times upon reasonable notice. a security camera system capable of~~  
8 ~~recording and retrieving an identifiable image;~~

9           ~~(b) — A drop safe or cash management device for restricted access to cash receipts;~~

10           ~~(c) — At all public entrances to the facility, a conspicuous notice stating cash register~~  
11 ~~contains a limited amount of cash;~~

12           ~~(d) — A cash management policy limiting cash on hand;~~

13           ~~(e) — A silent alarm system capable of notifying law enforcement;~~

14           ~~(f) — Monday thru Friday during the hours of 5:00 p.m. to close and during the entire~~  
15 ~~business day on Saturday and Sunday, maintain at least one armed security person, as defined in~~  
16 ~~section 11-801 of this article; and~~

17           ~~(g) — Permit holder must maintain reasonable safety standards, including but not~~  
18 ~~limited to, lighted parking areas.~~

19           ~~(h) — May not cover facility windows with opaque or reflective window tinting, posters,~~  
20 ~~flyers, or anything else that obstructs the exterior view into the interior of the facility.~~

21           ~~(i) — Ultraviolet (UV) windows, factory tinted windows and privacy windows are~~  
22 ~~acceptable, provided that the interior of the facility is visible at all times from the exterior of the~~  
23 ~~facility to include the curtilage.~~

**~~Sec. 11-810. Addiction information.~~**

~~All simulated gambling facilities shall be required to have displayed in a conspicuous location near cashier, flyers, pamphlets or leaflets that contain a current list of the names, addresses, and phone numbers of local gambling anonymous facilities and treatment centers.~~

**Sec. 11-80411. Exemptions.**

(a) This article part does not prohibit an individual's personal, recreational, and non-commercial ownership, possession, play, operation or use of a device which could be construed to be a simulated gambling device.

(b) This article part does not prohibit the ownership, possession, play, operation or use of any device expressly permitted by the Florida Statutes and not otherwise prohibited by the Florida Constitution, except that devices permitted by Article X, Section 23 of the Florida Constitution and F.S. ch. 551, in Broward and Miami-Dade County only are not permitted by this articlepart.

(c) This article part does not prohibit a religious or charitable organization from conducting a fund raising activity involving gaming, provided the religious or charitable organization does not conduct the activity more than twice in one calendar year, the organization provides advance written notice to the Leon County Sheriff of the date, time, place, and nature of such activity and who will be conducting it, and the activity is not otherwise unlawful.

**Sec. 11-80512. Conflict with state law.**

Nothing in this article part is intended to conflict with the provisions of the Florida Constitution or F.S. ch. 849, concerning gambling. In the event of a direct and express conflict between this article part and either the Florida Constitution or F.S. ch. 849, then the provisions of the Florida Constitution or F.S. ch. 849, as applicable, control.

**Sec. 11-~~806~~13. Applicability to municipalities.**

The provisions of this article ~~part~~ are to be applied and enforced within all unincorporated areas of Leon County as well as within all incorporated areas of Leon County to the extent that there are no conflicting municipal regulations. In the event a municipal regulation conflicts with this article ~~part~~ then the municipal regulation will prevail within the jurisdiction of that municipality.

**Sec. 11-~~807~~14. Enforcement; penalties.**

(a) Any person who violates this article shall be punished as provided in section 1-9 of the Leon County Code of Laws. Each day the violation exists shall constitute a separate violation for the purposes of this article and shall be punishable as such.

(b) The Leon County Attorney's Office is authorized to pursue temporary or permanent injunctive relief or any other legal or equitable remedy authorized by law in courts of competent jurisdiction to cure, remove, or end any activity which violates this article.

**Secs. 11-~~808~~15 – 11-825. Reserved.**

**Section 2. Conflicts.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, except to the extent of any conflicts with the Tallahassee-Leon County Comprehensive Plan as amended, which provisions shall prevail over any parts of this ordinance which are inconsistent, either in whole or in part, with the said Comprehensive Plan.

**Section 3. Severability.** If any provisions or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Section 4. Effective Date.** This ordinance shall have effect upon becoming law.

DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon  
County, Florida this \_\_\_\_ day of \_\_\_\_\_, 2018.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Nick Maddox, Chairman  
Board of County Commissioners

ATTESTED BY:  
GWENDOLYN MARSHALL, CLERK  
OF THE COURT & COMPTROLLER  
LEON COUNTY, FLORIDA

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

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

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

F10-00043

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #7**

# Leon County Board of County Commissioners

## Agenda Item #7

June 19, 2018

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

**From:** Herbert W.A. Thiele, County Attorney 

**Title:** Bid Award Recommendation to Select Akerman LLP as Legal Counsel for the Tallahassee-Leon County Board of Adjustment and Appeals

---

<b>Review and Approval:</b>	Herbert W.A. Thiele, County Attorney
<b>Lead Staff/ Project Team:</b>	Jessica M. Ierman, Assistant County Attorney

### **Statement of Issue:**

This item seeks the Board's approval of the bid award recommendation to select Akerman LLP as legal counsel for the Tallahassee-Leon County Board of Adjustment and Appeals.

### **Fiscal Impact:**

This item has a fiscal impact. Funds for the contracts for services provided by outside counsel for the Tallahassee-Leon County Board of Adjustment and Appeals are budgeted annually and adequate funding is available.

### **Staff Recommendation:**

Option #1: Approve the bid award recommendation to select Akerman LLP as legal counsel for the Tallahassee-Leon County Board of Adjustment and Appeals, and authorize the County Attorney's Office to prepare, negotiate, and execute an agreement setting forth the terms and conditions of the representation.

## **Report and Discussion**

### **Background:**

At the meeting of September 20, 2017, the Board voted to discontinue the contracts of Knowles & Randolph, P.A. as legal counsel for the Tallahassee-Leon County Board of Adjustment and Appeals (BoAA), Code Enforcement Board, and Nuisance Abatement Board, and to pursue replacement legal counsel for these boards via the Request for Proposals (RFP) process. In the interim, the County entered into short-term contracts with Akerman LLP to provide legal counsel for these boards. With the assistance of the Director of Purchasing, an RFP for legal counsel to the BoAA was prepared and issued, and one vendor, Akerman LLP, responded with a bid.

### **Analysis:**

On Thursday, May 17, 2018, an evaluation committee convened to review the proposal submitted by Akerman LLP. The evaluation committee consisted of the following members: Herbert W.A. Thiele, County Attorney; Jessica M. Ierman, Assistant County Attorney; Ken Morris, Assistant County Administrator; and Emma D. Smith, Director, Permit and Code Services. Following review and discussion, the evaluation committee unanimously voted to recommend the selection of Akerman LLP as legal counsel for the BoAA. Akerman LLP indicated that Ms. Silvia Alderman, Esq., would be the lead counsel representing the BoAA. Ms. Alderman is currently serving as the interim lead counsel for the BoAA. The Notice of Intended Decision of Award to Akerman LLP was posted on May 17, 2018 (Attachment #1).

Should the Board approve the recommended selection of Akerman LLP as legal counsel for the BoAA, it is further recommended that the Board direct the County Attorney's Office to prepare, negotiate, and execute an agreement which will set forth the terms and conditions of the representation.

### **Options:**

1. Approve the bid award recommendation to select Akerman LLP as legal counsel for the Tallahassee-Leon County Board of Adjustment and Appeals, and authorize the County Attorney's Office to prepare, negotiate, and execute an agreement setting forth the terms and conditions of the representation.
2. Do not approve the bid award recommendation to select Akerman LLP as legal counsel for the Tallahassee-Leon County Board of Adjustment and Appeals, and direct that the RFP process be recommenced.
3. Board direction.

### **Recommendation:**

Option #1.

### **Attachment:**

1. Notice of Intended Decision of Award to Akerman LLP.





**Leon County Board of County Commissioners  
Notice of Intended Decision of Award**

Solicitation Title: Legal Counsel to the Tallahassee-Leon County Board of Adjustment and Appeals

Solicitation Number: BC-05-03-18-36

Advertised in the legal notices of the Tallahassee Democrat on 03-31-2018

Number of vendors notified via the internet: 50

Number of plan holders: 15

Number of bids/proposals received: 1

The following vendors responded with bids or proposals:

**Akerman LLP**

**INTENDED AWARD**

**Akerman LLP**

**BID PROTEST:**

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 consecutive hours after posting of this Notice of Intended Decision of Award (excluding Saturdays, Sunday and County holidays). 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. Failure to file a notice of intent of bid protest or failure to file a formal written bid protest with the proper bond shall constitute a waiver of all rights granted under the Leon County Purchasing Policy.

**\*\*\*POSTING IS VALID FOR 72 CONSECUTIVE HOURS FROM THE DATE AND TIME  
STATED BELOW, EXCLUDING SATURDAYS, SUNDAYS AND COUNTY HOLIDAYS\*\*\***

**CERTIFICATION:**

I certify that the above statements are correct. I further certify that this award is in accordance with the County Purchasing Policy and applicable Florida statutes.

A handwritten signature in blue ink that reads "Don Lanham".

Signature

Don Lanham, AICP

Name (Printed/Typed)

Contract Compliance Specialist

Title

05/17/2018, 11:00 AM

Date and Time of Posting


**Leon County  
Board of County Commissioners  
Notes for Agenda Item #8**

# Leon County Board of County Commissioners

## Agenda Item #8

June 19, 2018

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

**From:** Herbert W.A. Thiele, County Attorney 

**Title:** Bid Award Recommendation to Select Akerman LLP as Legal Counsel for the Leon County Code Enforcement Board and Nuisance Abatement Board

---

<b>Review and Approval:</b>	Herbert W.A. Thiele, County Attorney
<b>Lead Staff/ Project Team:</b>	Jessica M. Ierman, Assistant County Attorney

### **Statement of Issue:**

This item seeks the Board's approval of the bid award recommendation to select Akerman LLP as legal counsel for the Leon County Code Enforcement Board and Nuisance Abatement Board.

### **Fiscal Impact:**

This item has a fiscal impact. Funds for the contracts for services provided by outside counsel for the Leon County Code Enforcement Board and Nuisance Abatement Board are budgeted annually and adequate funding is available.

### **Staff Recommendation:**

Option #1: Approve the bid award recommendation to select Akerman LLP as legal counsel for the Leon County Code Enforcement Board and Nuisance Abatement Board, authorize the County Attorney's Office to prepare, negotiate, and execute an agreement setting forth the terms and conditions of the representation.

## **Report and Discussion**

### **Background:**

At the meeting of September 20, 2017, the Board voted to discontinue the contracts of Knowles & Randolph, P.A. as legal counsel for the Tallahassee-Leon County Board of Adjustment and Appeals (BoAA), Code Enforcement Board, and Nuisance Abatement Board, and to pursue replacement legal counsel for these boards via the Request for Proposals (RFP) process. In the interim, the County entered into short-term contracts with Akerman LLP to provide legal counsel for these boards. With the assistance of the Director of Purchasing, an RFP for legal counsel to the Leon County Code Enforcement Board and Nuisance Abatement Board was prepared and issued, and one vendor, Akerman LLP, responded with a bid.

### **Analysis:**

On Thursday, May 17, 2018, an evaluation committee convened to review the proposal submitted by Akerman LLP. The evaluation committee consisted of the following members: Herbert W.A. Thiele, County Attorney; Jessica M. Icerman, Assistant County Attorney; Ken Morris, Assistant County Administrator; and Emma D. Smith, Director, Permit and Code Services. Following review and discussion, the evaluation committee unanimously voted to recommend the selection of Akerman LLP as legal counsel for the Code Enforcement Board and Nuisance Abatement Board. Akerman LLP indicated that Ms. Silvia Alderman, Esq., would be the lead counsel representing the Code Enforcement Board and Nuisance Abatement Board. Ms. Alderman is currently serving as the interim lead counsel for the Boards. The Notice of Intended Decision of Award to Akerman LLP was posted on May 17, 2018 (Attachment #1).

Should the Board approve the recommended selection of Akerman LLP as legal counsel for the Code Enforcement Board and Nuisance Abatement Board, it is further recommended that the Board direct the County Attorney's Office to prepare, negotiate, and execute an agreement which will set forth the terms and conditions of the representation.

### **Options:**

1. Approve the bid award recommendation to select Akerman LLP as legal counsel for the Leon County Code Enforcement Board and Nuisance Abatement Board, and authorize the County Attorney's Office to prepare, negotiate, and execute an agreement setting forth the terms and conditions of the representation.
2. Do not approve the bid award recommendation to select Akerman LLP as legal counsel for the Leon County Code Enforcement Board and Nuisance Abatement Board, and direct that the RFP process be recommenced.
3. Board direction.

### **Recommendation:**

Option #1.

### **Attachment:**

1. Notice of Intended Decision of Award to Akerman LLP.



**Leon County Board of County Commissioners  
Notice of Intended Decision of Award**

Solicitation Title: Legal Counsel to the Leon County Code Enforcement Board and Nuisance Abatement Board  
Solicitation Number: BC-05-03-18-37

Advertised in the legal notices of the Tallahassee Democrat on 03-31-2018  
Number of vendors notified via the internet: 50  
Number of plan holders: 16  
Number of bids/proposals received: 1

The following vendors responded with bids or proposals:

**Akerman LLP**

**INTENDED AWARD**

**Akerman LLP**

**BID PROTEST:**

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 consecutive hours after posting of this Notice of Intended Decision of Award (excluding Saturdays, Sunday and County holidays). 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. Failure to file a notice of intent of bid protest or failure to file a formal written bid protest with the proper bond shall constitute a waiver of all rights granted under the Leon County Purchasing Policy.

**\*\*\*POSTING IS VALID FOR 72 CONSECUTIVE HOURS FROM THE DATE AND TIME  
STATED BELOW, EXCLUDING SATURDAYS, SUNDAYS AND COUNTY HOLIDAYS\*\*\***

**CERTIFICATION:**

I certify that the above statements are correct. I further certify that this award is in accordance with the County Purchasing Policy and applicable Florida statutes.

A handwritten signature in blue ink that reads "Don Lanham".

Signature

Don Lanham, AICP

Name (Printed/Typed)

Contract Compliance Specialist

Title

05/17/2018, 11:00 AM

Date and Time of Posting

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #9**

# Leon County Board of County Commissioners

## Agenda Item #9

June 19, 2018

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

**From:** Vincent S. Long, County Administrator  
Herbert W.A. Thiele, Esq., County Attorney

**Title:** Adoption of Proposed Revisions to Policy No. 16-5, "Real Estate Policy"

<b>Review and Approval:</b>	Vincent S. Long, County Administrator Herbert W.A. Thiele, Esq., County Attorney
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship
<b>Lead Staff/ Project Team:</b>	Dan Rigo, Assistant County Attorney Mike Battle, Real Estate Specialist

### **Statement of Issue:**

This agenda item seeks the Board's adoption of revisions to the Real Estate Policy in order to streamline real estate activities particularly with regard to the designation and sale of surplus parcels for affordable housing purposes and the many other recurring transactional activities involving easements, licenses, restrictive covenants and releases.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

- Option #1: Adopt the proposed revisions to Policy No. 16-5, "Real Estate Policy" (Attachment #1).
- Option #2: Repeal Board Policy 98-21, Rights-of-Way/Drainage Easements - Private Improvements (Attachment #2).
- Option #3: Repeal Board Policy 98-20, Rights-of-Way/Drainage Easements - Compensation for Granting (Attachment #3).

## **Report and Discussion**

### **Background:**

In January of 2012, the County Administrator realigned existing staff to be dedicated to handling the needs required for the County’s day-to-day real estate activities, thus establishing the County’s “Real Estate Program.” In June 2016, staff recommended and the Board adopted a comprehensive Real Estate Policy (Policy No. 16-5) to address and clarify the scope of the Real Estate Program and to provide clear direction and authority to the County Administrator and staff in the acquisition, disposition, and management of the County’s real estate interests. The Real Estate Program’s activities continue to grow and evolve, necessitating further streamlining of the Policy, particularly with regard to the designation and sale of the continually increasing number of surplus parcels for affordable housing purposes. In addition, there is a continuing need to streamline the Real Estate Program’s many other recurring transactional activities with County staff involving easements, licenses, restrictive covenants, and releases. Accordingly, this item is a request for the Board’s adoption of further amendments to the Real Estate Policy to address those needs (Attachment #1).

### **Analysis:**

Many of the proposed revisions, as shown in legislative underline/strikeout format, involve only minor changes for clarification and consistency. The substantive changes proposed in the amended Policy are summarized as follows according to subject matter.

#### **Sale of Affordable Housing Parcels and Surplus Parcels**

- Article 2 is amended to add new defined terms and modify others, as follows:
  - modifies the definition of “Surplus Parcel” to clarify that the determination is made solely by the Real Estate Program staff, and adds additional criteria to guide staff in making such determination
  - modifies the definition of “Affordable Housing Parcel” to clarify that the determination is made solely by the Housing Program staff
  - adds a new definition for “Affordable Housing List”
  - adds new definitions for the terms “Pending Affordable Housing Parcel” and “Certified Affordable Housing Parcel” depending on whether the parcel has been included on the Affordable Housing List as adopted by the Board
- Article 9 is amended to clarify the criteria to be used by the Housing Program staff in determining whether a parcel is deemed to be appropriate for use as affordable housing.
- Article 10 is amended to provide a more streamlined process for the County Administrator and staff to sell or lease the County’s increasing inventory of parcels acquired by tax deed, many of which are designated for affordable housing use. Also, amends Section 10.3 regarding Tax Deeds located within the City limits, to make it more consistent with the statutory requirements.



- Article 11 is amended to further streamline the sale or lease of Affordable Housing Parcels consistent with the new and modified definitions as applicable.
- Amends Article 12 to further streamline the disposition of the County’s increasing inventory of Surplus Parcels, as follows:
  - adds a new Section 12.2 to authorize the County Administrator to proceed with the sale of the County’s Surplus Parcels without further Board action, thereby streamlining the transfer of those unused parcels back on the tax roll
  - adds a new Subsection 12.2.1 to clarify the handling of Surplus Parcels located within the City limits consistent with the statutory requirements
  - adds a new Subsection 12.2.2 to add a streamlined process for the disposition of Surplus Parcels located in the unincorporated area by requiring Real Estate Program staff to provide written notice to the adjacent property owners that the Surplus Parcel is available for sale

#### County Administrator’s Authority to Reject Offers and Counteroffers

- Sections 5.2, 8.3, and 12.4 are similarly amended to clarify the County Administrator’s authority to reject an offer or counteroffer in any of the County’s Sales or Purchases, including Eminent Domain Acquisitions.

#### County Administrator’s Scope of Authority for Sales and Leases

- modifies Section 12.4 to clarify that the County Administrator’s threshold of authority for Sales and Leases is based on the Fair Market Value of the Real Estate rather than the sale amount, and increases the threshold for sales from \$50,000 to \$250,000 to be consistent with the threshold for purchases.
- amends Article 2 to add a new definition for “Fair Market Value”.

#### County Administrator’s Authority to Accept Clerk’s Notice

- adds a new Section 3.1.6 to authorize the County Administrator to accept, on behalf the Board, the Clerk’s notice to the County Commission, pursuant to Section 197.502(7), Florida Statutes, as may be amended, that lands have been entered on the List of Lands Available and are available for Purchase by the County. This notice has previously been delivered to the Chairman.

#### County Administrator’s Authority With Regard to Mortgages

- adds a new Section 8.8 to clarify that the County Administrator is authorized to direct the appropriate County staff to proceed with approving, executing, and accepting any documents necessary to complete Mortgage associated with the County’s various relief programs including Affordable Housing programs and the Homestead Loss Prevention Program
- modifies Section 6.1 to include Mortgage liens within the scope of the County Attorney’s authority to commence foreclosure lawsuits
- amends Article 2 to add a new definition for “Mortgage” and to modify the definitions of “Acquisition” and “Real Estate” to include a mortgage.

#### Right-of-Way and Public Works Transactions

- adds a new Section 8.7.4 to include as an example of a Donation any conveyance to the County of Real Estate associated with completed public works projects constructed by governmental agencies, such as Blueprint, the City, or FDOT
- amends Article 2 by adding new definitions for “Right-of-Way” and “Road”
- adds a new Section 13.2 for purposes of replacing and repealing Board Policy 98-21, Rights-of-Way/Drainage Easements - Private Improvements, to authorize the County Administrator to approve the construction, installation, or placement of private improvements within any Right-of-Way; provided that they be limited to improvements associated with an abutting residence or business, and that the use of any Right-of-Way will be governed by a License granted pursuant to the Real Estate Policy
- adds a new subsection 13.2.1 to address the unauthorized placement of private improvements within any Right-of-Way by authorizing the County Administrator to direct County staff to determine the person(s) responsible and request that they be immediately removed, and if they are deemed to be a safety hazard to direct County staff to immediately remove the improvements, with any costs incurred to be billed to the responsible person(s) with a demand for payment
- with the adoption of these amendments, Board Policy 98-21 can be repealed.

#### Miscellaneous Real Estate Transactions

- amends Section 13.3.2, regarding the License of County-owned Real Estate, to authorize a licensee to provide services or other such non-monetary consideration in lieu of a monetary license fee
- adds a new Section 13.5 to authorize the County Administrator to approve the release, disclaimer, and abandonment of easements conveyed to the County, including conservation easements and temporary construction easements
- adds Section 13.6 to authorize the County Administrator to approve the release, satisfaction, disclaimer, and abandonment of liens imposed on a parcel of real estate in favor of the County, including code enforcement liens, public nuisance abatement liens, homestead loss prevention program liens, mortgage liens, special assessment liens, and judgment liens
- adds Section 13.7 to authorize the County Administrator to approve the placement of restrictive covenants on County-owned real estate, while maintaining that the Board Chairman executes the instrument that declares the restrictive covenants
- adds Section 13.8 to authorize the County Administrator to approve, execute, and record the County’s dissent and disclaimer to any deed, easement, or other such conveyance instrument which purports to convey to the County any ostensible or apparent interest in real estate and to which there was no knowing acceptance or acquiescence by the County.

In addition to recommending the approval of the revisions to the Real Estate Policy, staff is recommending that the Board repeal two of its Policies contained in the Public Works section of the Policy Manual. Board Policy 98-21, Rights-of-Way/Drainage Easements - Private

Improvements (Attachment #2) is better suited to be contained in the Real Estate Policy as part of the County Administrator’s responsibilities for managing all County-owned Real Estate, including Right-of-Way. The subject matter of Policy 98-21 has been addressed in the new proposed Section 13.2. The other Policy recommended for repeal is Board Policy 98-20, Rights-of-Way/Drainage Easements - Compensation for Granting (Attachment #3). The subject matter of this Policy is addressed throughout the Real Estate Policy and specifically within Article 5, Acquisition by Eminent Domain, and Article 8, All Other Acquisitions by Purchase, Mortgage, Lease, and Donation.

**Options:**

1. Adopt the proposed revisions to Policy No. 16-5, “Real Estate Policy” (Attachment #1).
2. Repeal Board Policy 98-21, Rights-of-Way/Drainage Easements - Private Improvements.
3. Repeal Board Policy 98-20, Rights-of-Way/Drainage Easements - Compensation for Granting.
4. Do not adopt the proposed revisions to Policy No. 16-5, “Real Estate Policy”.
5. Do not repeal Board Policy 98-21.
6. Do not repeal Board Policy 98-20.
7. Board direction.

**Recommendation:**

Options #1, #2, and #3.

**Attachments:**

1. Proposed revisions to Policy No. 16-5, “Real Estate Policy”
2. Board Policy 98-21, Rights-of-Way/Drainage Easements - Private Improvements
3. Board Policy 98-20, Rights-of-Way/Drainage Easements - Compensation for Granting

2.01.1

## Board of County Commissioners Leon County, Florida

### Policy No. 16-5

Title: Real Estate Policy

Date Adopted: June 19, 2018

Effective Date: June 19, 2018

Reference: Chapters 73, 74, 125, 127, 162, 197, and 420, Florida Statutes; Leon County Administrative Code at Chapter 2, Article X, Leon County Code of Laws; Chapters 6, 10, 14, 16, and 18 Leon County Code of Laws; Tallahassee-Leon County 2030 Comprehensive Plan, Part VI Joint Housing Element

Policy Superseded: Policy No. 03-01 “Approval Authority for the Acquisition, Disposition, and Leasing of Real Estate” adopted January 14, 2003; amended November 18, 2003; amended February 24, 2004; amended August 25, 2009; amended October 13, 2009; amended February 23, 2010; Policy No. 16-5 “Real Estate Policy” adopted June 14, 2016

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It shall be the policy of the Board of County Commissioners of Leon County, Florida (the “Board”), that Policy No. 16-5 “Real Estate Policy” adopted by the Board on June 14, 2016, is hereby amended, and a revised policy is adopted in its place, to wit:

#### Article 1.

##### Intent, Authority, Purpose, and Scope

1.1. The intent of this Policy is to provide for the coordinated administration of County departments to better address the comprehensive nature of the County’s real estate affairs, and to place into the hands of the County Administrator the multitude of details which necessarily arise from the County’s need to transact a wide-ranging variety of purchases, sales, leases, ~~and licenses of,~~ mortgages, easements, releases, and restrictive covenants pertaining to real estate and, thus, enabling the Board to perform freely, without unnecessary interruption, its fundamental intended purpose of making policy. It is the further intent of this Policy to provide a formula and structure for the economic and efficient conduct of the County’s real estate affairs by making the County Administrator responsible for the handling of all things necessary to accomplish and bring to fruition this Policy established by the Board. Further, it is the intent that this Policy shall be followed, along with all applicable laws and professional ethics, in order to insure fair and equitable treatment to the County, the general public, and all affected real estate owners.

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1.2. The authority set forth herein shall be deemed to be as follows:

1.2.1. the Board's pre-approval of the contracts and agreements negotiated by the County Administrator, or his or her authorized designee, for the Acquisition, Disposition, and License of Real Estate pursuant to those specific duties set forth in Section 2-501(b)(8) of the Leon County Administrative Code in LC Code Chapter 2, Article X, as may be amended from time to time;

1.2.2. the County Administrator's specific duty to supervise the care and custody of all County-owned Real Estate pursuant to those specific duties set forth in Section 2-501(b)(4) of the Leon County Administrative Code in LC Code Chapter 2, Article X, as may be amended from time to time;

1.2.3. the County Administrator's specific duty to carry out any other power or duty as may be assigned by the Board pursuant to those specific duties set forth in Section 2-501(b)(13) of the Leon County Administrative Code in LC Code Chapter 2, Article X, as may be amended from time to time;

1.2.4. the County Administrator's specific power and duty to supervise, direct, and control all County departments and offices the responsibility for the operation of County government and the implementation of all Board policies pursuant to Section 2-501(f) of the Leon County Administrative Code in LC Code Chapter 2, Article X, as may be amended from time to time;

1.2.5. the Board's authority to assign to the County Administrator additional administrative and ministerial powers and duties to be carried out subject to, and in accordance with, the limitations and directives set forth in this Policy; and

1.2.6. the Board's authorization for the County Attorney to commence lawsuits and other Court proceedings in accordance with this Policy including, but not limited to, those seeking to acquire Real Estate under the Board's exercise of eminent domain, those seeking possession and/or damages from occupants of County-owned Real Estate and those seeking to quiet title to County-owned Real Estate.

1.3. The purpose of this Policy is to establish a policy and procedure for the following:

1.3.1. the Board's pre-approval of any and all contracts or agreements negotiated by the County Administrator, or his or her authorized designee, for the Acquisition, Disposition, and License of Real Estate; and

1.3.2. the Board's authorization for the County Attorney to commence lawsuits and other Court proceedings in accordance with this Policy including, but not limited to, those seeking to acquire Real Estate under the Board's exercise of eminent domain, those seeking possession and/or damages from occupants of County-owned Real Estate and those seeking to quiet title to County-owned Real Estate.

1.4. The scope of this Policy is as set forth in the following Articles:

- Article 1 - Intent, Authority, Purpose, and Scope
- Article 2 - Definitions
- Article 3 - Responsibilities
- Article 4 - Appraisals and Other County Estimates
- Article 5 - Acquisition by Eminent Domain
- Article 6 - Acquisition by Foreclosure of County Liens
- Article 7 - Acquisition of Tax Deed Parcels
- Article 8 - All Other Acquisitions by Purchase, Mortgage, Lease, or Donation
- Article 9 - Designations for Purposes of Disposition and Management
- Article 10 - Disposition of Tax Deed Parcels
- Article 11 - Disposition of Affordable Housing Parcels
- Article 12 - All Other Dispositions by Sale, Lease, or Donation
- ~~Article 13—Management and Grants of Licenses and County Easements~~
- Article 13—Management of County-owned Real Estate; Miscellaneous Real Estate Transactions

Article 2.  
Definitions

2.1. *Acquisition* means the conveyance of Real Estate to the County from others, as addressed in following Articles: Article 5, Acquisition by Eminent Domain; Article 6, Acquisition by Foreclosure of County Liens; Article 7, Acquisition of Tax Deed Parcels; and Article 8, All Other Acquisitions by Purchase, Mortgage, Lease, or Donation. Upon the valid recordation of the deed, mortgage, easement, certificate of title, order of taking, or other such document that knowingly conveys such Real Estate to the County in accordance with this Policy, the Acquisition shall be deemed accepted by the County.

2.2. *Acquisition Under Threat of Eminent Domain* means an acquisition of Real Estate that has been identified on a Right-of-Way Map as being necessary to implement a Capital Improvements Project, regardless of an owner's unwillingness to sell, and that proceeds to completion in accordance with the pre-suit negotiation process as provided in Section 73.015, Florida Statutes, as may be amended from time to time, without the need for the Board to exercise its power of eminent domain with the commencement of a lawsuit.

2.3. *Acquisition By Exercise of Eminent Domain* means an acquisition of Real Estate under the Board's exercise of its eminent domain power with the commencement of a lawsuit in those instances when the pre-suit negotiations for an Acquisition Under Threat of Eminent Domain are unsuccessful; provided, however, that in accordance with Section 127.02, Florida Statutes, as may be

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amended from time to time, such exercise of eminent domain shall not proceed unless the Board adopts a resolution authorizing such acquisition.

2.4. *Affordable Housing* means housing for which the monthly rents or monthly mortgage payments including taxes, insurance, and utilities do not exceed 30 percent of that amount which represents the percentage of the median adjusted gross annual income for any households with persons qualifying as “extremely-low-income persons,” “very-low-income persons,” “low-income persons,” or “moderate-income persons,” as those terms are defined in Section 420.0004, Florida Statutes, as may be amended from time to time.

2.5. *Affordable Housing List* means the inventory list of all Pending Affordable Housing Parcels as listed in a resolution of approval adopted by the Board in accordance with Section 125.379, Florida Statutes, as may be amended from time to time.

2.5.2.6. *Affordable Housing Parcel* means a parcel of County-owned Real Estate ~~that has been~~ deemed to be appropriate for use as Affordable Housing, as determined by ~~the County Administrator~~ Housing Program staff, and is designated as either a Pending Affordable Housing Parcel or ~~his or her authorized designee~~ a Certified Affordable Housing Parcel.

2.6.2.7. *Capital Improvements Project* means any project which has been approved by the Board in a capital improvements project budget, or which has otherwise been approved by the Board pursuant to an agenda request presented at a meeting of the Board.

2.8. *Certified Affordable Housing Parcel* means an Affordable Housing Parcel contained on the Affordable Housing List.

2.7.2.9. *Code Enforcement Board* means the Leon County Code Enforcement Board created and operated pursuant to Chapter 162, Florida Statutes, as may be amended from time to time, and LC Code Chapter 6, ~~LC Code~~, as may be amended from time to time.

2.8.2.10. *Code Enforcement Lien* means a ~~certified copy of a lien imposed by the~~ Code Enforcement Board ~~order imposing a fine that, upon being recorded in the official records of Leon County, constitutes a lien pursuant to LC Code Section 6-34, as may be amended from time to time,~~ against the ~~Real Estate~~ real property on which the code violation exists and upon any other ~~Real Estate~~ real property or personal property owned by the code violator.

2.9.2.11. *Comprehensive Plan* means the Tallahassee-Leon County 2030 Comprehensive Plan, as may be amended from time to time.

2.10.2.12. *County* means, as indicated by the context used, either Leon County, Florida, as a geographic location, or Leon County, Florida, a charter county and political subdivision of the state of Florida, as a legal entity.

2.11.2.13. *County Easement* means an easement conveyed by the County, as grantor, to a utility provider, as grantee, which grants a permanent or temporary easement interest in a parcel of County-owned Real Estate for the sole purpose of providing utility service to the County. As distinguished

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from other easements in County-owned Real Estate, the conveyance of a County Easement is considered a function of the County Administrator's specific duty to supervise the care and custody of all County Real Estate and, as such, shall be exempt from the Article 12 requirements below.

~~2.12.~~2.14. *Disposition* means the conveyance of Real Estate from the County to others, as addressed in following Articles: Article 10, Disposition of Tax Deed Parcels; Article 11, Disposition of Affordable Housing Parcels; and Article 12, All Other Dispositions by Sale, Lease, or Donation. A Disposition shall not include the grant of a License or a County Easement interest in County-owned Real Estate.

~~2.13.~~2.15. *Donation* means a conveyance of Real Estate by Purchase, Sale, or SaleLease involving no monetary consideration including, but not limited to, any such conveyance of Real Estate to the County required or otherwise authorized pursuant to any Board action, any LC Code provision, or any other federal, state, or local law, regulation, or rule as further specified in Section 8.7 below.

~~2.14.~~2.16. *Eminent Domain Acquisition* means either or both an Acquisition Under Threat of Eminent Domain or an Acquisition By Exercise of Eminent Domain.

~~2.15.~~2.17. *Escheatment* means the reversion of Real Estate to the County, pursuant to Section 197.502(8), Florida Statutes, as may be amended from time to time, resulting from the passage of three years during which such Real Estate remained on the Clerk's List of Lands Available.

~~2.16.~~2.18. *Fair Market Rent* means the reasonable rental rate and other related terms applicable to the Lease of any Real Estate.

2.19. Fair Market Value means the price in cash, or its equivalent, at which Real Estate would change hands between a willing and well-informed buyer and a willing and well-informed seller, neither being under any compulsion to buy or sell the Real Estate.

~~2.17.~~2.20. *Full Compensation* means monetary compensation paid to an owner, pursuant to Chapter 73, Florida Statutes, as may be amended from time to time, and as otherwise provided by law, in consideration for an Eminent Domain Acquisition. Full compensation shall include, but not be limited to, the following:

~~2.17.1.~~2.20.1. \_\_\_\_\_ compensation for the Real Estate acquired;

~~2.17.2.~~2.20.2. \_\_\_\_\_ damages to any remaining Real Estate not acquired;

~~2.17.3.~~2.20.3. \_\_\_\_\_ any legal entitlement to damages to an owner's business caused by the denial of the use of the Real Estate acquired; and

~~2.17.4.~~2.20.4. \_\_\_\_\_ any legal entitlement to an owner's reasonable attorneys' fees, experts' fees, and costs incurred in the defense of the proceedings.

~~2.18.~~2.21. *HLPP* means the Homestead Loss Prevention Program as adopted by the Board and as may be amended from time to time.



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~~2.19-2.22.~~ *HLPP Lien* means the lien imposed on a parcel of Real Estate through a HLPP participant's execution and delivery to the County of ~~Secured Promise to Pay Back Redemption Amount Advanced to Owner~~ a written agreement securing the participant's promise to pay such lien.

2.23. Homestead Exemption means the exemption from taxation granted by the Property Appraiser pursuant to Section 196.031, Florida Statutes, as may be amended, regarding exemption of homesteads.

~~2.20-2.24.~~ *Housing Element* means Part VI of Volume I of the Comprehensive Plan consisting of the Joint Housing Element, the Housing Element of the City of Tallahassee, and the Housing Element of Leon County.

2.25. Housing Program means the collective group of individuals designated by the County Administrator to be responsible for the day-to-day activities involved in the County's Affordable Housing programs including, but not limited to, any individuals retained by contract to provide such services in lieu of County employees.

~~2.21-2.26.~~ *Lake Jackson Town Center* means The Lake Jackson Town Center at Huntington retail plaza, located at 3840 N. Monroe Street, Tallahassee, Florida, and any part thereof.

~~2.22-2.27.~~ *LC Code* means the Leon County Code of Laws, as may be amended from time to time.

~~2.23-2.28.~~ *LC Government Annex* means the Leon County Government Annex building located at 311 and 315 S. Calhoun Street, Tallahassee, Florida, and any part thereof including but not limited to office and parking spaces.

~~2.24-2.29.~~ *Lease* means the conveyance of a leasehold interest in Real Estate. A Lease may be either a conveyance from the County to others or a conveyance from others to the County. A Lease may be by Donation. The term Lease, however, does not include a License or grant of right-of-entry providing for the right of temporary occupancy or use of real or personal property.

~~2.25-2.30.~~ *License* means a grant of permission authorizing the licensee to do a particular act on a parcel of County-owned Real Estate, ~~or Right-of-Way.~~ As distinguished from a Lease, a License merely grants permission to use such Real Estate, does not convey to the licensee any property interest in, or exclusive possession to, the Real Estate, cannot be assigned by the licensee, and is revocable by the County at will. As such, the grant of a License shall be exempt from the Article 12 requirements below.

~~2.26-2.31.~~ *List of Lands Available* or *LOLA* means Clerk's list of lands available for taxes containing, in accordance with Section 197.502(7), Florida Statutes, as may be amended from time to time, those properties for which there were no bidders at the Clerk's public sale by tax deed.

2.32. Mortgage means any written agreement or other such instrument that creates a lien upon Real Estate in favor of the County as security for the payment of a specified debt owed to the County. Examples of Mortgages include, but are not limited to, the agreements associated with the

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loans granted as part of any of the County's Affordable Housing programs and the agreements associated with a HLPP Lien.

~~2.27-2.33.~~ *Public Nuisance Abatement Lien* means a lien filed by the County, pursuant to LC Code Section 14-~~554~~, as may be amended from time to time, against a real property in an amount consisting of the County's cost of abating a public nuisance upon such real property together with the County's costs of inspection and administration, interest, and reasonable attorney's fees and other costs of collecting such amount.

2.34. Pending Affordable Housing Parcel means an Affordable Housing Parcel that is not yet contained on the Affordable Housing List.

~~2.28-2.35.~~ *Policy* means this Real Estate Policy as adopted by the Board and as may be amended from time to time.

~~2.29-2.36.~~ *Purchase* means a purchase of Real Estate by the County that will proceed to closing only if acceptable terms and price and can be negotiated with the owner, and will not proceed as an Eminent Domain Acquisition. A Purchase may be by Donation.

~~2.30-2.37.~~ *Real Estate* means any and all real property interests or rights in land and the improvements attached thereto. Such real property interests and rights may include, but are not limited to, fee simple interests, mortgage or other secured interests, temporary or permanent easement interests, or leasehold interests. ~~The term Real Estate, however, does~~ However, such real property interests and rights do not include the right of temporary occupancy or use of ~~real property~~ County-owned Real Estate pursuant to a License or grant of right-of-entry.

~~2.31-2.38.~~ *RE Program* means the collective group of individuals designated by the County Administrator to be responsible for the day-to-day activities involved in the County's Acquisition and Disposition of Real Estate, and to otherwise implement the provisions of this Policy including, but not limited to, any individuals retained by contract to provide such services in lieu of County employees.

~~2.32-2.39.~~ *RE Manager* means the County employee that heads the RE Program.

2.40. Right-of-Way means any Real Estate acquired by the County for use in constructing and maintaining Roads, stormwater management facilities, sewage disposal systems, or any other such Capital Improvements Project involving public works.

~~2.33-2.41.~~ *Right-of-Way Map* means any boundary survey, sketch of description, or other such map of survey prepared by or on behalf of the County that identifies the Real Estate ~~necessary~~ needed to ~~implement~~ be acquired in order to construct and maintain a Road, stormwater management facility, sewage disposal system, or any other such Capital Improvements Project involving public works.

2.42. Road means a way open to travel by the public, including, but not limited to, a street, highway, or alley. The term includes associated sidewalks, the roadbed, the right-of-way, and all

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culverts, drains, sluices, ditches, water storage areas, waterways, embankments, slopes, retaining walls, bridges, tunnels, and viaducts necessary for the maintenance of travel.

~~2.34.2.43.~~ *Sale* means the sale of County-owned Real Estate by the County. A Sale may be by Donation.

~~2.35.2.44.~~ *Surplus Parcel* means a parcel of County-owned Real Estate for which the RE Manager, with input from appropriate ~~County RE Program~~ staff, has determined that ~~therethe parcel~~ is ~~not needed for any County project, does not contain any environmentally sensitive features, is not appropriate for use as Affordable Housing, and otherwise has no particular~~ intended or proposed County use. Upon designating such Real Estate as a Surplus Parcel, the RE Program may proceed with its Disposition in accordance with this Policy.

~~2.36.2.45.~~ *Tax Deed Parcel* means a parcel of Real Estate owned by the County as a result of either the County's Purchase of such parcel from the Clerk's List of Lands Available or the Escheatment of such parcel to the County.

Article 3.  
Responsibilities

3.1. County Administrator. The County Administrator shall be charged with the following responsibilities:

3.1.1. Designating the RE Manager and the individuals to comprise the RE Program;

3.1.2. Developing uniform and clear procedures for all Real Estate transactions consistent with this Policy;

3.1.3. Approving, executing, and accepting any documents necessary to complete a Real Estate transaction subject to the limits as provided herein; provided, however, that in a Sale or Donation the Board Chairman shall execute any deed, easement, or other such instrument of conveyance. In the County Administrator's absence, the Deputy County Administrator, the Assistant County Administrator, or other member of the County Administrator's management staff may execute and accept such documents on his or her behalf in accordance with Section 3.1.5 below;

3.1.4. Rejecting any initial offer or counteroffer regarding the County's Acquisition, Disposition, or License of Real Estate, subject to the limits as provided herein; ~~and~~

3.1.5. Appointing a member, or members, of the County's Administrator's management staff as authorized designee(s) for approval, execution, and acceptance on his or her behalf of any documents necessary to complete a Real Estate transaction or, as applicable, to reject any Real Estate offers or counteroffers; provided, however, such authorized designation shall be subject to the limits of the County Administrator's authority as provided herein; ~~and~~

3.1.6. Accepting, on behalf the Board, the Clerk's notice to the County commission, pursuant to Section 197.502(7), Florida Statutes, as may be amended, that lands have been entered on the List of Lands Available and are available for Purchase by the County. The

County Administrator's may appoint a member of his or her management staff as an authorized designee for such acceptance.

3.2. County Attorney's Office. The County Attorney, or his or her authorized designee, shall be charged with the following responsibilities:

3.2.1. Commencing an eminent domain lawsuit for an Acquisition By Exercise of Eminent Domain in those instances when the pre-suit negotiations for an Acquisition Under Threat of Eminent Domain are unsuccessful;

3.2.2. Commencing lawsuits and other Court proceedings in accordance with this Policy including, but not limited to, those seeking possession and/or damages from occupants of County-owned Real Estate, those seeking to quiet title to County-owned Real Estate, and those seeking to foreclose County liens; and

3.2.3. Determining the scope of the appraisal assignment and the form of the appraisal report to be prepared for use in the County's Real Estate transactions in accordance with Article 4 below, unless such scope is otherwise established by the Board.

3.2.4. Providing input in the preparation of an estimate of the reasonable attorneys' fees, experts' fees, and costs incurred by the owner in the defense of an Eminent Domain Acquisition in accordance with Article 4 below.

3.2.5. Approving any and all documents related to any transaction pursuant to this Policy.

#### Article 4.

##### Appraisals and Other County Estimates

4.1. For any Purchase or Sale of Real Estate, with the exception of Donations or except as otherwise provided herein, the RE Program staff shall obtain an appraisal report which will provide an estimate of the Fair Market Value of the Real Estate interest involved in the transaction in accordance with the following procedures:

4.1.1. For Purchases or Sales in which the value of the Real Estate is anticipated by the RE Program staff to not exceed \$50,000, one independent state-certified appraiser shall be retained to prepare an appraisal report with an estimate of the Fair Market Value of the Real Estate at its highest and best use. However, in lieu of obtaining an appraisal report, the RE Program staff, at the discretion of the RE Manager, may rely upon an estimate of value provided by the RE Program staff within the scope of their employment with the County.

4.1.2. For Purchases or Sales in which the value of the Real Estate is anticipated by the RE Program staff to be greater than \$50,000 but not exceed \$750,000, one independent state-certified appraiser shall be retained to prepare an appraisal report with an estimate of the Fair Market Value of the Real Estate at its highest and best use.

4.1.3. For Purchases or Sales in which the value of the Real Estate is anticipated by the RE Program staff to exceed \$750,000, two independent state-certified appraisers shall be retained to each prepare an appraisal report with an estimate of the Fair Market Value of the Real Estate at its highest and best use.

4.2. For any Eminent Domain Acquisition, regardless of the estimated value of such Real Estate, the RE Program staff shall obtain one appraisal report to be utilized in determining the County's estimate of Full Compensation for such Acquisition. Nothing herein shall prohibit the RE Program staff, at its discretion, from obtaining a second appraisal report for such Acquisition.

4.3. For any Leases of Real Estate including, but not limited to, any part of the LC Government Annex or the Lake Jackson Town Center, the RE Program staff, at the discretion of the RE Manager, may rely upon an estimate of the Fair Market Rent for the Lease of the Real Estate provided by RE Program staff within the scope of their employment with the County or may obtain such estimate from individuals retained by contract to provide such services.

4.4. For any Purchase that proceeds pursuant to Board Policy 03-10, Flooded Property Acquisition Program, or as that policy may be renamed or amended, the Real Estate shall be appraised in accordance with the scope of appraisal as provided therein.

4.5. For any Eminent Domain Acquisition in which an owner is legally entitled to damages to a business caused by the denial of the use of the Real Estate acquired, the County shall obtain from a certified public accountant an estimate of such business damages. For purposes of this Policy, the estimate of business damages shall be considered a part of the County's estimate of Full Compensation.

4.6. For any Eminent Domain Acquisition in which an owner is legally entitled to Full Compensation for reasonable attorneys' fees, experts' fees, and costs, a County estimate shall be prepared of such fees and costs for which the owner is legally entitled to compensation. The County's estimate shall be based on input from the County Attorney or his or her authorized designee, provided, however, that in contested cases involving a court determination of the reasonable fees and costs the County may retain a qualified expert to prepare the estimate. For purposes of this Policy, the estimate of reasonable attorneys' fees, experts' fees, and costs shall be considered a part of the County's estimate of Full Compensation.

## Article 5. Acquisition by Eminent Domain

### 5.1. Eminent Domain Acquisitions; Authority to Proceed.

5.1.1. Acquisition Under Threat of Eminent Domain. The acquisition of any Real Estate that has been identified on a Right-of-Way Map as being necessary to implement a Capital Improvements Project may, without further Board action, proceed as an Acquisition Under Threat of Eminent Domain; provided, however, that such Acquisition shall comply with the pre-suit negotiation requirements set forth in Section 73.015, Florida Statutes, as may be amended from time to time, and with any other federal, state, and local laws, regulations, and rules as may be applicable.

5.1.2. Acquisition By Exercise of Eminent Domain. In order to timely accommodate the construction schedule for a Capital Improvements Project, the County Attorney may, in accordance with Section 127.02, Florida Statutes, as may be amended from time to time, request

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the Board to adopt a resolution authorizing the exercise of its eminent domain power for the acquisition of Real Estate as necessary to implement such Capital Improvements Project. Upon the Board's adoption of such resolution, the County Attorney may proceed with the commencement of a lawsuit, if necessary, seeking the Acquisition By Exercise of Eminent Domain in accordance with Chapter 73 and 74, Florida Statutes, as may be amended from time to time, as applicable, and with any other applicable federal, state, and local laws, regulations, and rules.

5.2. County Administrator's Scope of Authority. The County Administrator, or his or her authorized designee, may, without further Board action, approve, execute, and accept any and all documents necessary to complete an Eminent Domain Acquisition for which the Full Compensation amount ~~does not exceed~~ is within the ~~limitations~~ scope of approval authority as set forth hereinbelow. ~~Any~~ The County Administrator, or his or her authorized designee, may, at his or her discretion, reject any offer or counteroffer in such Eminent Domain Acquisitions regardless of the amount. If not rejected, any such offers or counteroffers for ~~Eminent Domain Acquisitions in~~ which the Full Compensation amount ~~exceeds such limitations may, at the discretion of the County Administrator, or his or her authorized designee, be rejected or be~~ is beyond the County Administrator's scope of approval authority shall be presented to the Board for consideration. ~~Nothing herein shall be deemed to prohibit the County Administrator, or his or her authorized designee, from also rejecting an offer or counteroffer for a Full Compensation amount that falls within his or her authority.~~ The County Administrator's scope of approval authority granted herein shall be limited to such Acquisitions for which the Full Compensation amount is either:

5.2.1. An amount no greater than the County's estimate of Full Compensation, inclusive of any attorneys' fees, experts' fees, and costs associated with the Acquisition of that parcel;

5.2.2. An amount no greater than \$25,000, inclusive of any attorneys' fees, experts' fees, and costs, regardless of the amount of the County's estimate of Full Compensation associated with the Acquisition of that parcel; or

5.2.3. An amount no greater than \$250,000 inclusive of any attorneys' fees, experts' fees, and costs; provided, however, that such amount of Full Compensation does not exceed the County's estimate of Full Compensation associated with the Acquisition of that parcel by more than 25 percent.

5.3. Extended Possession by Owner After Acquisition. In any Eminent Domain Acquisition in which the Full Compensation to the owner includes an agreement by the County for the owner to remain in possession of the Real Estate for a time certain after the closing date, such agreement for possession shall be deemed not to be a Lease or other Disposition of County-owned Real Estate and shall be exempt from the requirements and other provisions contained in Article 12. In such Acquisitions, the agreement for possession shall be included as part of Full Compensation and transacted in accordance with the terms and provisions contained therein.

5.4. Acceptance of Eminent Domain Acquisitions. Upon the valid recordation of the deed, easement, other such document that knowingly conveys such Real Estate to the County by Eminent Domain Acquisition in accordance with this Policy, the Acquisition shall be deemed accepted by the

County and the Real Estate shall thereafter be held and managed in accordance with Article 13 below.

#### Article 6.

##### Acquisition by Foreclosure of County Liens

6.1. Commencement of Foreclosure Lawsuits; Authority to Proceed. The County Attorney, at his or her discretion, shall be authorized to commence a lawsuit seeking the Acquisition of Real Estate through foreclosure of any valid County lien, subject to the limitations set forth herein. Examples of such County liens include, but are not limited to Code Enforcement Liens, ~~Public~~ Nuisance Abatement Liens, Mortgage liens, and HLPP Liens.

6.2. Prohibition of Foreclosure Lawsuits. The County Attorney shall, without further Board action, be prohibited from commencing such foreclosure lawsuit if any of the following conditions exist with regard to the Real Estate to be acquired:

6.2.1. The Real Estate is occupied as a homestead as provided in Article X, Section 4, Constitution of the State of Florida;

6.2.2. The Real Estate is subject to any lien, other than another County lien, deemed to be superior to the County lien, including, but not limited to, mortgages, judgments, and federal or state liens; provided, however, that the foreclosure lawsuit may be commenced if it is determined that the payoff amount of such superior liens could be satisfied with the proceeds of a Sale of such Real Estate.

6.3. Dismissal of Foreclosure Lawsuits. If, after the commencement of such foreclosure lawsuit and the discovery of additional information, it is revealed that one of the conditions in Section 6.2 above exists, the County Attorney shall proceed to dismiss such lawsuit without prejudice.

6.4. Purchase from LOLA in Lieu of Foreclosure. In lieu of a foreclosure lawsuit, the County Attorney, at his or her discretion, shall be authorized to coordinate with the RE Program to Purchase any Real Estate from the List of Lands Available, in accordance with Section 7.2 below, when the County Attorney deems that it is in the County's best interest to proceed with such Purchase rather than commence, or continue with, a foreclosure lawsuit.

6.5. Acceptance of Acquisition by Foreclosure. Upon the successful completion of the foreclosure lawsuit and the Clerk's recordation of the certificate of title, the Acquisition shall be deemed accepted by the County and the RE Program shall thereafter proceed with designating such Real Estate for purposes of Disposition and management in accordance with ~~Article 9 below~~; Section 1.1 below.

#### Article 7.

##### Acquisition of Tax Deed Parcels

7.1. Escheatment of Tax Deed Parcels. Upon the Clerk's recordation of an Escheatment Tax Deed and subsequent notification to the County of such Acquisition by Escheatment, the Acquisition



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shall be deemed accepted by the County and the RE Program shall thereafter proceed with designating such Tax Deed Parcel for purposes of Disposition and management in accordance with ~~Article 9 below~~, Section 1.1 below.

7.2. Purchase of Tax Deed Parcels from LOLA; Authority to Proceed. The County Administrator, or his or her authorized designee, may, without further Board action, direct the RE Program to proceed with a Purchase of any Real Estate from the List of Lands Available (LOLA) if such Purchase will satisfy one or more of the following conditions:

7.2.1. the Real Estate is suitable for use in an Affordable Housing program in accordance with Article 11 below;

7.2.2. the Real Estate is suitable for use in a planned County project;

7.2.3. the Real Estate is encumbered with a Code Enforcement Lien, ~~Public~~ Nuisance Abatement Lien, or a defaulted County lien that is inferior to a mortgage, judgment, or other such lien, and there are no superior federal or state liens that also encumber the Real Estate; or

7.2.4. the Purchase is in lieu of a foreclosure lawsuit pursuant to Section 6.4 above.

7.3. Acceptance of Acquisitions of Tax Deed Parcels Purchased from LOLA. Upon the Clerk's recordation of the Tax Deed that conveys such Tax Deed Parcel Purchase from the LOLA to the County, the Acquisition shall be deemed accepted by the County and the RE Program shall thereafter proceed with designating such Real Estate for purposes of Disposition and management in accordance with Section 1.1 below.

Article 8.

All Other Acquisitions by Purchase, Mortgage, Lease, or Donation

8.1. Purchases and Leases From Others; Authority to Proceed. If the County Administrator, or his or her authorized designee, deems that the County's Purchase or Lease of any Real Estate owned by others may be in the County's best interest, the matter shall be presented to the Board for consideration unless as otherwise provided in Sections 8.2, 8.6, and 8.7 below, or elsewhere in this Policy. Upon the Board's approval, as applicable, the RE Program staff may proceed with such Purchase or Lease in accordance with Section 8.3 below, or as otherwise applicable elsewhere in this Policy.

8.2. Donations From Others; Authority to Proceed. If the County Administrator, or his or her authorized designee, deems that a Donation to the County of any Real Estate owned by others is in the County's best interest, the County Administrator may, without further Board action, direct the RE Program to proceed with such Donation and may approve, execute, and accept any and all documents necessary to complete such Donation.

8.3. County Administrator's Scope of Authority for Purchases and Leases. Upon the Board's approval, as applicable, to proceed with a Purchase or Lease, the County Administrator, or his or her authorized designee, may, without further Board action, approve, execute, and accept any and all documents necessary to complete such Purchase or Lease for which the consideration amount to be



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paid by the County ~~does not exceed~~ is within the ~~limitations~~ scope of approval authority as set forth hereinbelow. ~~Any~~ The County Administrator, or his or her authorized designee, may, at his or her discretion, reject any offer or counteroffer in such Real Estate transactions regardless of the amount. If not rejected, any such offers or counteroffers for ~~such Purchase or Lease in~~ which the consideration amount to be paid by the County ~~exceeds such limitations may, at the discretion of the County Administrator, or his or her authorized designee, be rejected or be is beyond the County Administrator's scope of approval authority shall be~~ presented to the Board for consideration. ~~Nothing herein shall be deemed to prohibit the County Administrator, or his or her authorized designee, from also rejecting an offer or counteroffer for a consideration amount that falls within his or her scope of authority.~~ The County Administrator's scope of approval authority granted herein shall be limited to such Purchases or Leases for which the consideration amount to be paid by the County is either:

8.3.1. A Purchase amount no greater than \$25,000, regardless of the County's appraisal of the Fair Market Value for the Real Estate;

8.3.2. A Purchase amount no greater than \$250,000, provided, however, that such amount does not exceed the County's appraisal of the Fair Market Value for the Real Estate by more than 25 percent;

8.3.3. An annual Lease payment amount no greater than \$2,500 regardless of the estimate of the Fair Market Rent for the Real Estate provided or otherwise obtained by RE Program staff; or

8.3.4. An annual Lease payment amount no greater than \$25,000 provided, however, that such annual Lease payment amount does not exceed the estimate of the Fair Market Rent for the Real Estate provided or otherwise obtained by RE Program staff by more than 25 percent.

8.4. Leases From Others to County; Statutory Requirements. Pursuant to Section 125.031, Florida Statutes, as may be amended from time to time, any Lease agreement entered into by the County relating to Real Estate owned by others and needed for County purposes shall be for a period not to exceed 30 years at a stipulated rental amount to be paid from current or other legally available funds; provided, however, that when the term of such Lease agreement is for longer than 60 months, the rental shall be payable only from funds arising from sources other than ad valorem taxes.

8.5. Receipt of Inquiries to Purchase, Lease, or Donate From Others.

8.5.1. Any owner desiring to convey Real Estate to the County by Purchase, Lease, or Donation should deliver a written offer to the RE Program staff. In the event another County department is directly contacted with such an offer, the offer shall be forwarded to RE Program staff for handling.

8.5.2. Upon receipt of such offers, the RE Program staff shall circulate the offer to the appropriate departments for their review and comment as to any interest in the Real Estate for planned or future County projects.

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8.5.3. If a County need for the Real Estate is identified, the RE Program staff shall prepare a written report to the County Administrator, or his or her authorized designee, with the following information included:

8.5.3.1. The estimated costs to the County if the offer is accepted;

8.5.3.2. Comments received from County departments identifying the existing and future need for the Real Estate;

8.5.3.3. Recommendations on whether or not to pursue the offer, and on the potential funding source(s).

8.5.4. If the County Administrator, or his or her authorized designee, concurs with the RE Program staff recommendation to pursue the offer, the conveyance of the Real Estate to the County by Purchase, Lease, or Donation shall proceed in accordance with this Article 8.

8.6. Purchases Pursuant to Policy 03-10, Flooded Property Acquisition Program. This Article 8 shall not be applicable to any Purchase that proceeds pursuant to Board Policy 03-10, Flooded Property Acquisition Program, or as that policy may be renamed or amended. In the event of any conflict between such policy and this Policy, the terms of Policy 03-10 shall prevail.

8.7. Other Donations Pursuant to Board Action, LC Code Provision, or Other Law. Except as otherwise provided hereinbelow, a conveyance of Real Estate to the County involving no monetary consideration and required or otherwise authorized pursuant to any Board action, any LC Code provision, or any other federal, state, or local law, regulation, or rule, as may be applicable, shall, for purposes of this Policy, be considered a Donation and shall proceed as authorized without further Board action; provided, however, that a conveyance of ~~the~~ Roads, stormwater management areas and other such common areas by plat dedication shall not be considered a Donation. Examples of ~~such~~ Donations include, but are not limited to:

8.7.1. Conveyances to the County of conservation easements and floodprone property required as a condition to a development permit pursuant to Chapter 10, LC Code, as may be amended from time to time;

8.7.2. Conveyances to the County of Real Estate associated with requests for road improvements, pursuant to Chapter 16, Article II, LC Code, as may be amended from time to time, or water and sewer improvements, pursuant to Chapter 18, Article II, Division 2, LC Code, as may be amended from time to time; ~~and~~

8.7.3. Conveyances to the County of Tax Deed Parcels by Escheatment; ~~and~~ and

8.7.4. Conveyances to the County of Real Estate associated with completed public works projects constructed by the Leon County – City of Tallahassee Blueprint Intergovernmental Agency, the City of Tallahassee, the Florida Department of Transportation, or other such governmental entity.

8.8. Acquisition by Mortgage. If the County Administrator, or his or her authorized designee, deems that a Mortgage to the County of any Real Estate owned by others is in the best interest of the

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County's various relief programs, including, but not limited to, Affordable Housing and HLPP, the County Administrator may, without further Board action, direct the RE Program, Housing Program, or other appropriate County staff, to proceed with such Mortgage and may approve, execute, and accept any and all documents necessary to complete such Mortgage.

8-8.8.9. Acceptance of Real Estate Purchases and Donations. Upon the valid recordation of the deed, mortgage, easement, other such document that knowingly conveys such Real Estate to the County by Purchase, Mortgage, or Donation in accordance with this Policy, the Acquisition shall be deemed accepted by the County and the RE Program shall thereafter proceed with designating such Real Estate for purposes of Disposition and management in accordance with Article 9 below. Section 1.1 below.

Article 9.

Designations for Purposes of Disposition and Management

9.1. Real Estate Inventory. The RE Manager shall be responsible for maintaining an inventory of all Real Estate owned and leased by the County. The inventory shall be organized in a manner which categorizes the Real Estate by such designations for purposes of Disposition and management. The designations shall be based upon the County's particular intended or proposed use, if any, for the Real Estate at the time of its Acquisition, and shall specify whether the Real Estate will be held and managed by the County or will be designated for Disposition in accordance with this Policy.

~~9.1.1. Inventory List of Affordable Housing Parcels. In accordance with Section 125.379, Florida Statutes, as may be amended from time to time, the inventory shall include a list of all County-owned Real Estate designated, pursuant to Section 9.2 below, for use as Affordable Housing Parcels.~~

~~9.1.1.1. In determining whether any County-owned Real Estate should be designated for use as an Affordable Housing Parcel, County staff shall take into consideration the goals, objectives, and policies contained within the Housing Element of the Comprehensive Plan.~~

~~9.1.1.2. The inventory list of Affordable Housing Parcels shall be presented to the Board for review at a public hearing, to be held no less frequently than every three years, at which the inventory list shall be included in a resolution of approval adopted by the Board. The Disposition of the Affordable Housing Parcels contained on the approved inventory list shall proceed in accordance with Article 11 below.~~

9.2. Designation for Disposition. Upon the Acquisition of any County-owned Real Estate, the RE Manager, with input from appropriate County RE Program staff, shall determine if there is ana particular intended or proposed County use for such Real Estate. If it is determined that no such particular intended or proposed County use exists, the RE Manager shall designate such Real Estate as a Surplus Parcel and the County Administrator, or his or her authorized designee, may shall thereafter proceed with its Disposition in accordance with this Policy. Section 12.2 below. The responsibility for management of any County-owned Real Estate during the process of Disposition, shall be as set forth in Article 13 below.

### 9.3. Affordable Housing Parcels.

9.3.1. In determining whether any parcel of County-owned Real Estate is deemed to be appropriate for use as Affordable Housing, Housing Program staff shall take into consideration the goals, objectives, and policies contained within the Housing Element of the Comprehensive Plan.

9.3.2. In accordance with Section 125.379, Florida Statutes, as may be amended from time to time, the RE Program shall, no less frequently than every three years, present to the Board the inventory list of all Pending Affordable Housing Parcels recommended for adoption on to the Affordable Housing List and to thereafter be designated as Certified Affordable Housing Parcels.

9.3.9.4. Management of County-owned Real Estate. The responsibility for management of any Real Estate to be held for use by the County and not designated for Disposition shall be as set forth in Article 13 below.

## Article 10.

### Disposition of ~~Escheatment~~ Tax Deed Parcels

10.1. Sale to Prior Owner Pursuant to Statute; Authority to Proceed. The County Administrator, or his or her authorized designee, ~~may, shall, as applicable and~~ without further Board action, proceed as authorized pursuant to Section 197.592, Florida Statutes, as may be amended from time to time, with the Sale to the prior record fee simple owner of any Tax Deed Parcel ~~acquired by Escheatment.~~ Any such Sale shall proceed in accordance with this Section 10.1.

10.1.1. Homestead Tax Deed Parcels; Sale with HLPP Assistance. Upon the determination by RE Program staff that ~~an Escheatment~~ Tax Deed Parcel is occupied ~~as the homestead of and is subject to the Homestead Exemption for~~ the previous record fee simple owner, it shall, before any designation for Disposition pursuant to Section 1.1 above, be offered for Sale to such previous owner subject to the satisfaction of the conditions as set forth hereinbelow. If such offer of Sale is rejected, the RE Program shall thereafter proceed with designating such Real Estate for purposes of Disposition and management in accordance with Section 1.1 above. The RE Program may thereafter proceed with its Disposition in accordance with this Policy; If such offer of Sale is accepted, it shall be completed subject to the satisfaction of the following conditions:

10.1.1.1. The previous record fee simple owner shall deliver to the RE Program a signed application, in a form prepared by the RE Program in accordance with Section 197.592(1)(a)-(g), Florida Statutes, as may be amended from time to time;

10.1.1.2. The application shall include the offer to pay an amount equal to all taxes, including County and municipal taxes and liens, if any, which had become delinquent, together with interest and costs provided by law, including, if applicable, any taxes for the current year and omitted years that have not yet been assessed, the latter amount to be determined by applicable millage for the omitted years and based on the last assessment of the Real Estate;

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10.1.1.3. If the previous owner is unable to pay the required amount of taxes, the RE Program shall be authorized to offer to the previous owner the opportunity to apply for financial assistance to the extent provided in the County's Homestead Loss Prevention Policy (HLPP); and

10.1.1.4. The County Administrator, or his or her authorized designee, shall approve, execute, and accept any and all documents necessary to complete the Sale; provided, however, that the Board Chairman shall execute the County Deed.

10.1.2. Non-Homestead Tax Deed Parcels; Sale without HLPP Assistance. Upon the determination by RE Program staff that ~~an Escheatment~~ Tax Deed Parcel is not the homestead of the previous record fee simple owner, the RE Program shall thereafter proceed with designating such Real Estate for purposes of Disposition and management in accordance with ~~Article 9 above.~~ Section 1.1 above. The RE Program may thereafter proceed with its Disposition in accordance with this Policy; provided, however, that if it has been designated as a Surplus Parcel it may be offered for Sale to the previous record fee simple owner subject to the satisfaction of the following conditions:

10.1.2.1. The previous record fee simple owner shall deliver to the RE Program a signed application, in a form prepared by the RE Program in accordance with Section 197.592(1)(a)-(g), Florida Statutes, as may be amended from time to time;

10.1.2.2. The application shall include the offer to pay an amount equal to all taxes, including County and municipal taxes and liens, if any, which had become delinquent, together with interest and costs provided by law, including, if applicable, any taxes for the current year and omitted years that have not yet been assessed, the latter amount to be determined by applicable millage for the omitted years and based on the last assessment of the Real Estate.

10.1.2.3. The required amount of taxes shall be paid in its entirety by, or on behalf of, the previous record owner without any financial assistance provided by the County.

10.1.2.4. The County Administrator, or his or her authorized designee, shall approve, execute, and accept any and all documents necessary to complete the Sale; provided, however, that the Board Chairman shall execute the County Deed.

10.2. Writs of Assistance to Obtain Possession. If, upon rejection of an offer of Sale from the County, the previous owner refuses to turn over possession of the Real Estate to the County, the County Attorney shall be authorized to seek a writ of assistance from the Court pursuant to Section 197.562, Florida Statutes, as may be amended from time to time, and to seek any other remedy available by law to obtain possession. Upon obtaining possession, the RE Program shall thereafter proceed with designating such Real Estate for purposes of Disposition and management in accordance with Section 1.1 above.

10.3. Conveyance to City per Statute. ~~If the Escheatment Tax Deed Parcel is not disposed of by Sale to the previous record fee simple owner, and is not designated for Disposition as an Affordable Housing Parcel, it shall, if located within the City limits, Pursuant to Section 197.592(3), Florida Statutes, as may be amended from time to time, any Tax Deed Parcel satisfying the following criteria~~

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shall be conveyed by County Deed to the City of Tallahassee without further Board action ~~pursuant to Section 197.592(3), Florida Statutes, as may be amended from time to time.~~ Such County Deed shall be executed by the Board Chairman. The Tax Deed Parcel shall be so conveyed to the City of Tallahassee if:

10.3.1. It has not been previously disposed of by Sale, was not acquired for infill housing, or has not been designated for a particular County use pursuant to Section 1.1 above;

10.3.2. It will not be disposed of by Sale to the previous record fee simple owner in accordance with Section 10.1 above; and

10.3.3. It is located within the City limits.

For purposes of this Section 10.3, the phrase “acquired for infill housing” shall refer to those Tax Deed Parcels that are inadequate in size for construction of houses and were acquired to assemble with abutting parcels for future development of Affordable Housing (See, Attorney General Opinion 2006-26, June 29, 2006).

Article 11.

Disposition of Affordable Housing Parcels

11.1. Sale or Lease of Affordable Housing Parcels; Authority to Proceed. The County Administrator, or his or her authorized designee, may, without further Board action, proceed with the Sale or Lease of any ~~County-owned Real Estate designated as an~~ Affordable Housing Parcel. Any such Sale or Lease shall proceed in accordance with this Article 11, and shall be further subject to the appraisal report requirements in Section 4.1 above and the County Administrator’s scope of authority for Sales, Leases, and Donations in Section ~~12.3 below~~ 12.4 below.

11.2. HFA Right of First Refusal. In order to encourage the success of the Housing Finance Authority (“HFA”) and its programs, the HFA shall have the right of first refusal to cooperate with the County in the Sale or Lease of any Affordable Housing ~~Parcels in~~ Parcel accordance with this Section 11.2.

11.2.1. Before proceeding, pursuant to Sections 11.3 or 11.4 below, with any Sale or Lease of an Affordable Housing Parcel, the County Administrator, or his or her authorized designee, shall offer the opportunity to the HFA to contribute to the County’s costs associated with preparing such Affordable Housing Parcel for Sale or Lease.

11.2.2. Upon acceptance of such offer by the HFA, the Sale or Lease shall proceed ~~as applicable~~ in accordance with Sections 11.3 or 11.4 below, as appropriate, and any HFA funds shall be used solely for the County’s costs associated with preparing the Affordable Housing Parcel for such Sale or Lease including, but not limited to, obtaining appraisals, insurable title, and surveys, obtaining Court assistance in quieting title or putting the County in possession, ongoing property maintenance, rehabilitation of existing improvements, or construction of new improvements. Such costs shall specifically not include the County’s indirect costs incurred for the salaries or other compensation of the County employees involved in the Sale or Lease.



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11.2.3. Upon the Sale or Lease of any such Affordable Housing Parcel, all proceeds remaining after deducting any direct costs incurred by the County, shall be paid to the HFA for use in its Affordable Housing ~~Programs~~programs.

11.3. Sale or Lease ~~Pursuant to of Certified~~ Affordable Housing ~~Statute~~Parcels; No Published Notice Calling for Bid. The County Administrator, or his or her authorized designee, may, without further Board action, direct the RE Program to proceed with the private Sale or Lease of any Certified Affordable Housing Parcel, requiring no published notice calling for bid, ~~if such parcel is included in the Board's inventory list of Affordable Housing Parcels adopted pursuant to in~~ accordance with Section 125.379(1), Florida Statutes, as may be amended from time to time. The Sale of such Certified Affordable Housing Parcel shall be subject to the appraisal report requirements in Section 4.1 above and the County Administrator's scope of authority in Section 12.4 below, and shall, in accordance with Section 125.379(2), Florida Statutes, as may be amended from time to time, be subject to the following limitations:

11.3.1. The proceeds of such Sale shall be used to Purchase Real Estate for the development of Affordable Housing or to increase the County's fund earmarked for Affordable Housing;

11.3.2. The Sale may proceed with a restriction that requires the development of such Certified Affordable Housing Parcel as permanent Affordable Housing;

11.3.3. The Sale may proceed as a Donation of such Certified Affordable Housing Parcel to a nonprofit housing organization for the construction of permanent Affordable Housing; or

11.3.4. ~~Alternatively, the~~ The Certified Affordable Housing Parcel may be made available by the County for use in the production and preservation of permanent Affordable Housing, including, but not limited to, the Lease of such Certified Affordable Housing Parcel pursuant to any of the County's Affordable Housing programs.

11.4. Sale or Lease of Pending Affordable Housing Parcels; Published Notice Calling for Bids. ~~If an Affordable Housing Parcel has not yet been included in the Board's inventory list of Affordable Housing Parcels adopted pursuant to Section 125.379(1), Florida Statutes, as may be amended from time to time, The~~ County Administrator, or his or her authorized designee, may, without further Board action, direct the RE Program to proceed with the Sale or Lease of any ~~such~~ Pending Affordable Housing Parcel in accordance with Article 12 below. Such Sale or Lease shall proceed by published notice calling for bid in accordance with Section 12.5 below, unless exempted therefrom as applicable, and shall be subject to the appraisal report requirements in Section 4.1 above and the County Administrator's scope of authority in Section 12.4 below.

Article 12.

All Other Dispositions by Sale, Lease, or Donation

12.1. Sales and Leases To Others; Authority to Proceed. If the County Administrator, or his or her authorized designee, deems that a Sale or Lease of County-owned Real Estate may be in the best interest of the County, the matter shall be presented to the Board for consideration unless as

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otherwise provided in ~~Section 11.4 above~~ Article 10 ~~or~~ Article 11 above, ~~in~~ Sections 12.2 ~~and 12.5 below~~, 12.3, ~~or~~ 12.6 below, or elsewhere in this Policy. Upon ~~the Board's~~ approval ~~of the Sale or Lease~~, as applicable, the RE Program staff shall proceed with such Sale or Lease by published notice calling for bid in accordance with Section 12.5 below; provided, however, that such bid process shall not be required if the Sale or Lease is exempted therefrom pursuant to any federal, state, or local law including, but not limited to, the following Sections of the Florida Statutes:

12.1.1. Section 125.35(2), Private Sale or Lease, as addressed in Section 12.6 below;

12.1.2. Section 125.37, Exchange of County Property, as addressed in Section 12.7 below;

12.1.3. Section 125.379, Disposition of County Property for Affordable Housing, as addressed in Article 11 above;

12.1.4. Section 125.38, Sale or Lease of County Property to United States, or State, as addressed in Section 12.8 below;

12.1.5. Section 125.39, Nonapplicability to County Lands Acquired for a Specific Purpose, applicable to any County-owned Real Estate for which a reversionary clause was contained in the deed requiring conveyance back to the Grantor upon the County's failure to use the Real Estate for such specific purpose; or

12.1.6. Section 197.592, County Delinquent Tax Lands; Method and Procedure for Sale by County; Certain Lands Conveyed to Municipalities, as addressed in Article 10 above.

12.2. Sale or Lease of Surplus Parcels; Authority to Proceed. Except as otherwise provided in this Section 12.2 or elsewhere in this Policy, the County Administrator, or his or her authorized designee, may, without further Board action, proceed with the Sale or Lease of any County-owned Real Estate designated as a Surplus Parcel in accordance with this Article 12, and shall be further subject to the appraisal report requirements in Section 4.1 above and the County Administrator's scope of authority for Sales, Leases, and Donations in Section 12.4 below.

12.2.1. Within City Limits; Conveyance to City per Statute. With regard to any Surplus Parcel located within the City limits, the RE Program shall convey such Surplus Parcel to the City of Tallahassee in accordance with Section 10.3 above

12.2.2. Within Unincorporated County; Notice of Availability to Adjacent Owners. With regard to any Surplus Parcel located within the unincorporated area of the County, the RE Program shall provide written notice to the owners of the parcels located adjacent to such Surplus Parcel that it is available for Sale by the County. Upon receipt by the RE Program of any responses expressing interest in the Surplus Parcel, the RE Program shall proceed with the Sale in accordance with this Article 12, subject to the appraisal report requirements in Section 4.1 above and the County Administrator's scope of authority for Sales, Leases, and Donations in Section 12.4 below.

~~12.2.~~12.3. Leases for LC Government Annex or Lake Jackson Town Center; Authority to Proceed. With regard to the conveyance, modification, or termination of a Lease for any part of the LC Government Annex or Lake Jackson Town Center, the County Administrator, or his or her



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authorized designee, may, without further Board action, direct the RE Program staff to proceed in accordance with Section 12.9 below, subject to the scope of the County Administrator's authority and responsibilities as set forth therein.

~~12.3.~~12.4. County Administrator's Scope of Authority for Sales, Leases, and Donations. Upon the Board's approval, as applicable, to proceed with a Sale or Lease, the County Administrator, or his or her authorized designee, may, without further Board action, approve, execute, and accept any and all documents necessary to complete a Sale or Lease, including Donations, for which the consideration amount to be received by the County is ~~not less than~~within the ~~limitations~~scope of approval authority as set forth hereinbelow; provided, however, that in a Sale or Donation the Board Chairman shall execute any deed, easement, or other such instrument of conveyance. ~~Any offers or counteroffers for~~The County Administrator, or his or her authorized designee, may, at his or her discretion, reject any offer or counteroffer in such Real Estate transactions ~~in regardless of the amount. If not rejected, any such offers or counteroffers for~~ which the consideration amount to be received by the County is ~~less than such limitations may, at the discretion of the County Administrator, or his or her authorized designee, be rejected or be beyond the County Administrator's scope of approval authority shall be~~ presented to the Board for consideration. ~~Nothing herein shall be deemed to prohibit the County Administrator, or his or her authorized designee, from also rejecting an offer or counteroffer for a consideration amount that falls within his or her scope of authority.~~ The County Administrator's scope of approval authority granted herein shall be limited to such Sales or Leases, including Donations, for which ~~the consideration amount to be paid by the County is either:~~

~~12.3.1.~~12.4.1. ~~A Sale amount the Fair Market Value of the Real Estate is~~ no greater than \$~~525~~500, regardless of the ~~County's appraisal of the fair market value~~Sale amount for the Real Estate;

~~12.3.2.~~12.4.2. ~~A Sale amount no~~ the Fair Market Value of the Real Estate is no greater than \$~~50250~~500, provided, however, that ~~such the Sale~~ amount is no less than 75 percent of the ~~County's appraisal of the fair market value~~Fair Market Value for the Real Estate;

~~12.3.3.~~12.4.3. ~~An annual Lease payment amount the Fair Market Rent is~~ no greater than \$500 annually regardless of the ~~estimate of the Fair Market Rent~~annual Lease payment for the Real Estate ~~provided;~~ or ~~otherwise obtained by RE Program staff;~~ or

~~12.3.4.~~12.4.4. ~~An annual Lease payment amount the Fair Market Rent is~~ no greater than \$5,000 annually, provided, however, that ~~such the~~ annual Lease payment amount is no less than 75 percent of the ~~estimate of the~~ Fair Market Rent for the Real Estate ~~provided or otherwise obtained by RE Program staff.~~

~~12.4.~~12.5. Sale or Lease; Published Notice Calling for Bids. In accordance with Section 12.1 above, as applicable, any Sale or Lease by published bid shall, pursuant to Section 125.35(1)(c), Florida Statutes, as may be amended from time to time, proceed as follows:

~~12.4.1.~~12.5.1. The RE Program staff shall prepare a notice calling for bids for the Purchase or Lease of the Real Estate so advertised to be conveyed by Sale or Lease to the highest and best bidder satisfying the terms and conditions of such notice. At the discretion of

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the County Administrator, or his or her authorized designee, the bids may be received as sealed bids to be opened on the date and time provided in the notice or may be received at a public auction held on the date and time provided in the notice. The notice shall be published once a week for at least 2 weeks in a newspaper of general circulation published in the County.

~~12.4.2;~~12.5.2. Upon receipt of any bids responsive thereto, the RE Program staff shall compile and summarize the bid information and shall, subject to the County Administrator's scope of authority in Section 12.4 above, convey such Real Estate by Sale or Lease to the highest bidder complying with the terms and conditions set forth in the notice; provided, however, if the highest bid amount is less than the Property Appraiser's market value for the Real Estate, the RE Manager shall reject all offers and bids. A deposit or surety bond may be required to be made or given with each bid submitted.

~~12.5;~~12.6. Private Sale or Lease of Surplus Parcel; No Published Notice for Bids. The County Administrator, or his or her authorized designee, may, without further Board action, direct the RE Program staff, pursuant to Section 125.35(2), Florida Statutes, as may be amended from time to time, to proceed with a private Sale or Lease of a Surplus Parcel, with no published notice calling for a bid, if it is first determined by the RE Program staff that such Surplus Parcel is of insufficient size and shape to be issued a building permit for any type of development to be constructed on the Surplus Parcel or that the County's estimated Fair Market Value of the Surplus Parcel is \$15,000 or less, and that, due to the size, shape, location, and value of the Surplus Parcel, it is of use only to one or more adjacent property owners. Under such circumstances, the Sale or Lease may proceed as follows:

~~12.5.1;~~12.6.1. After sending notice of the intended action to owners of adjacent property by certified mail, the RE Program staff may proceed with a Sale or Lease of the Surplus Parcel without receiving bids or publishing notice.

~~12.5.2;~~12.6.2. If, however, within ten working days after receiving such mailed notice, two or more owners of adjacent property notify the RE Program staff of their desire to Purchase or Lease the Surplus Parcel, the RE Program staff shall accept sealed bids for the Surplus Parcel from such property owners and shall, subject to the County Administrator's scope of authority in Section 12.4 above, convey it by Sale or Lease to the highest bidder complying with the terms and conditions set forth in the notice; provided, however, if the highest bid amount is less than the Property Appraiser's market value for the Surplus Parcel, the RE Manager shall reject all offers and bids.

~~12.6;~~12.7. Exchange of Real Estate. Pursuant to Section 125.37, Florida Statutes, as may be amended from time to time, upon the Board's adoption of a Resolution authorizing the exchange of any Real Estate owned by the County for other Real Estate owned by others, the RE Program staff may proceed with such Real Estate exchange, with no published notice calling for bid, in accordance with the requirements as set forth in Section 125.37, Florida Statutes, as may be amended from time to time. Before such Resolution is adopted by the Board, the RE Program staff shall prepare a notice setting forth the terms and conditions of the Real Estate exchange and arrange for the notice to be published once a week for at least two weeks in a newspaper of general circulation published in the County.

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~~12.7.~~12.8. Sale or Lease to Government or Non-Profit. Pursuant to Section 125.38, Florida Statutes, as may be amended from time to time, upon the Board's adoption of a Resolution approving the request to the Board by the United States, or any department or agency thereof, the State or any political subdivision or agency thereof, or any municipality of this State, or by a corporation or other organization not for profit which may be organized for the purposes of promoting community interest and welfare, of its desire to use County-owned Real Estate, the RE Program staff may proceed with a private Sale or Lease of such Real Estate, with no published notice calling for bid. Such private Sale or Lease of County-owned Real Estate shall be in accordance with the requirements as set forth in Section 125.38, Florida Statutes, as may be amended from time to time.

~~12.8.~~12.9. Lease of LC Government Annex and Lake Jackson Town Center.

~~12.8.1.~~12.9.1. The County Administrator, or his or her authorized designee, may, without further Board action, approve, execute, and accept any and all documents necessary to complete a conveyance, modification, or termination of a Lease for any part of the LC Government Annex or Lake Jackson Town Center for which the consideration amount to be received by the County is not less than the limitations as set forth hereinbelow; provided, however, that such transactions shall be in compliance, as determined by the County Attorney, with the statutory bid requirements as set forth in Section 125.35(1)(c), Florida Statutes, as may be amended from time to time. Any offers or counteroffers for such Lease transactions in which the consideration amount to be received by the County is less than such limitations may, at the discretion of the County Administrator, or his or her authorized designee, be rejected or be presented to the Board for consideration. Nothing herein shall be deemed to prohibit the County Administrator, or his or her authorized designee, from also rejecting an offer or counteroffer for a consideration amount that falls within his or her scope of authority. The County Administrator's authority shall be subject to the following limitations:

~~12.8.1.1.~~12.9.1.1. The agreement for any such Lease conveyance or modification shall include a rental rate of no less than 90 percent of the Fair Market Rent; and

~~12.8.1.2.~~12.9.1.2. Any such Lease modification or termination shall be limited to the following:

~~12.8.1.2.1.~~12.9.1.2.1. increases or decreases in the size of the space;

~~12.8.1.2.2.~~12.9.1.2.2. month-to-month extensions;

~~12.8.1.2.3.~~12.9.1.2.3. decreases in the length of the term; or

~~12.8.1.2.4.~~12.9.1.2.4. any other modifications that result in a financial impact to the County of no more than 25 percent of the lease amount.

~~12.8.2.~~12.9.2. The RE Program staff shall develop and maintain written procedures which shall govern the conveyance, modification, or termination of a Lease for any part of the LC Government Annex or Lake Jackson Town Center.

~~12.8.3.~~12.9.3. The County Administrator, or his or her authorized designee, shall, without further Board action, have the authority to reject any offer to lease LC Government

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Annex Real Estate or Lake Jackson Town Center Real Estate for an intended use or term of use deemed incompatible, by the County Administrator or his or her authorized designee, with the County's use or intended use of the LC Government Annex or the Lake Jackson Town Center.

~~12.9.12.10.~~ Receipt of Inquiries to Sell, Lease, or Donate To Others. If the County is in receipt of an inquiry from an individual or entity interested in buying or leasing from the County any County-owned Real Estate, such individual or entity shall express such interest in the form of a written offer to be delivered to the RE Manager. Upon receipt of such written offer, the RE Program staff shall proceed as follows:

~~12.9.1.12.10.1.~~ A written summary shall be prepared containing the following information about the Real Estate:

~~12.9.1.1.12.10.1.1.~~ When the Real Estate was obtained by the County and the cost, if any, to the County for obtaining it;

~~12.9.1.2.12.10.1.2.~~ The original reason, if any, for the County obtaining such Real Estate;

~~12.9.1.3.12.10.1.3.~~ The site location and description including any improvements and zoning classification;

~~12.9.1.4.12.10.1.4.~~ The size of the Real Estate; and

~~12.9.1.5.12.10.1.5.~~ The current estimate of Fair Market Value.

~~12.9.2.12.10.2.~~ The RE Program staff shall circulate the written summary seeking comments from the County department(s) maintaining the Real Estate or from all County departments if the Real Estate is designated as a Surplus Parcel.

~~12.9.3.12.10.3.~~ Upon the RE Program staff's receipt of any responses to the written summary, the RE Program staff shall prepare a written report to the County Administrator, or his or her authorized designee, which summarizes the responses and recommends whether or not the Real Estate should be conveyed by Sale or Leased as requested.

~~12.9.4.12.10.4.~~ Upon the concurrence of the County Administrator, or his or her authorized designee, of a recommendation that the Real Estate should be conveyed by Sale or Lease, the Sale or Lease shall proceed in accordance with Section 12.1 above.

~~12.10.12.11.~~ Extended Possession in Eminent Domain Acquisitions. In any Eminent Domain Acquisition in which the Full Compensation to the owner includes an agreement by the County for the owner to remain in possession of the Real Estate for a time certain after the closing date, such agreement for possession shall be exempt from this Article 12. In such Acquisitions, the agreement for possession shall be included as part of Full Compensation and transacted in accordance with Section 5.3 above.

**Article 13.**

**Management ~~and Grants of Licenses and County Easements~~ of County-owned Real Estate;  
Miscellaneous Real Estate Transactions**

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13.1. County Administrator's Scope of Authority for Management. The County Administrator, or his or her authorized designee, shall have the authority and responsibility to manage all County-owned Real Estate pursuant to that specific duty to supervise the care and custody of all County property as set forth in Section 2-501(b)(4) of the Leon County Administrative Code in LC Code Chapter 2, Article X, as may be amended from time to time. The assignment of management responsibility for the various designations of County-owned Real Estate shall be as proscribed by the County Administrator at his or her discretion. The scope of authority provided herein shall include the approval ~~and~~, execution, and acceptance of any and all documents necessary to ~~grant a License complete~~ or ~~County Easement permitting otherwise accomplish the use of County-owned Real Estate~~ said transactions, subject to the limitations as set forth hereinbelow.

~~13.2. Private Improvements in Right-of-Way. Unless otherwise provided in any Board action, any LC Code provision, or any other federal, state, or local law, regulation, or rule, no private signs or other private improvements, such as fences and other such structures of any kind, shall be allowed on, in, or under any Right-of-Way unless specifically authorized by the County Administrator, or his or her authorized designee. Any such authorization for use of any Right-of-Way shall be governed by a License granted in accordance with Section~~ 13.3 below.

~~13.2.1. Unauthorized Private Improvements. If private improvements have been constructed, installed, or placed within any Right-of-Way without authorization, the County Administrator, or his or her authorized designee, may direct the appropriate County staff to determine the person(s) responsible for the unauthorized improvements and request that they be immediately removed; provided, however, if the improvements are deemed to be a safety hazard, the County Administrator, or his or her authorized designee, may direct County staff to immediately remove the improvements without first making such request of the responsible person(s). Any costs incurred by the County in removing the unauthorized improvements, including staff time, shall be calculated and billed to the responsible person(s) with a demand for payment.~~

~~13.2.~~ 13.3. License of County-owned Real Estate; Authority to Proceed. Unless otherwise provided in any Board action, any LC Code provision, or any other federal, state, or local law, regulation, or rule, the County Administrator, or his or her authorized designee, may approve, execute, and accept any and all documents necessary to complete the grant of a License of County-owned Real Estate; provided, however, such License shall be subject to the satisfaction of the following conditions:

~~13.2.1.~~ 13.3.1. The licensee's permitted use shall not unreasonably interfere with the County use of the Real Estate;

~~13.2.2.~~ 13.3.2. The licensee shall pay a license fee in consideration for such License in amount considered by the RE Manager, based on input from RE Program staff, to be reasonable for the use permitted; provided, however, that ~~if in lieu of a monetary license fee, the licensee may provide services or other such non-monetary consideration in an amount as deemed sufficient by the County Attorney.~~ If the licensee is the United States, or any department or agency thereof, the State or any political subdivision or agency thereof, or any municipality of this State, or by a corporation or other organization not for profit which may be

organized for the purposes of promoting community interest and welfare, the license fee may be waived upon the approval of the County Administrator, or his or her authorized designee.

13.4. Conveyance of County Easements; Authority to Proceed. Unless otherwise provided in any Board action, any LC Code provision, or any other federal, state, or local law, regulation, or rule, the County Administrator, or his or her authorized designee, may approve, execute, and accept any and all documents necessary to complete the grant of a County Easement; provided, however, that the Board Chairman shall execute the easement or other such instrument of conveyance.

13.5. Release of Easements; Authority to Proceed. Unless otherwise provided in any Board action, any LC Code provision, or any other federal, state, or local law, regulation, or rule, the County Administrator, or his or her authorized designee, may approve, execute, and accept any and all documents necessary to complete the release, disclaimer, and abandonment of easements conveyed to the County, including, but not limited to, the easements set forth below.

13.5.1. Conservation easements pursuant to LC Code.

13.5.2. Temporary construction easements pursuant to the term of the temporary construction easement or upon completion of the project, whichever comes sooner.

13.6. Release of Liens; Authority to Proceed. Unless otherwise provided in any Board action, any LC Code provision, or any other federal, state, or local law, regulation, or rule, the County Administrator or his or her authorized designee, may approve, execute, and accept any and all documents necessary to complete the release, satisfaction, disclaimer, and abandonment of liens imposed on a parcel of Real Estate in favor of the County, including, but not limited to, the liens set forth below.

13.6.1. Code Enforcement Liens pursuant to LC Code.

13.6.2. Nuisance Abatement Liens pursuant to LC Code.

13.6.3. HLPP Liens pursuant to the terms of the written agreement which secured the participant's promise to pay such HLPP Lien.

13.6.4. Mortgage liens, pursuant to the terms of the Mortgage.

13.6.5. Special assessment liens pursuant to the terms of the special assessment.

13.6.6. Judgment liens pursuant to the terms of the judgment.

13.7. Restrictive Covenants on County-owned Real Estate; Authority to Proceed. Unless otherwise provided in any Board action, any LC Code provision, or any other federal, state, or local law, regulation, or rule, the County Administrator, or his or her authorized designee, may approve, execute, and accept any and all documents necessary to place restrictive covenants on County-owned Real Estate pursuant to LC Code; provided, however, that the Board Chairman shall execute the instrument declaring the covenants, conditions and restrictions on County-owned Real Estate.

13.3-13.8. Dissent and Disclaimer of Deed. Unless otherwise provided in any Board action, any LC Code provision, or any other federal, state, or local law, regulation, or rule, the County Administrator, or his or her authorized designee, may approve, execute, and record any and all

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documents necessary to acknowledge the County's dissent and disclaimer to any deed, easement, or other such conveyance instrument which purports to convey to the County any ostensible or apparent interest in Real Estate and to which there was no knowing acceptance or acquiescence by the County.

**Board of County Commissioners**  
**Leon County, Florida**  
**Policy No. 98-21**

Title: Rights-of-Way/Drainage Easements - Private Improvements  
Date Adopted: October 13, 1998  
Effective Date: October 13, 1998  
Reference: n/a  
Policy Superseded: 93-33, Rights-of-Way - Private Improvements; 1/12/93

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It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 93-33, entitled "Rights-of-Way - Private Improvements" adopted by the Board of County Commissioners on January 12, 1993, is hereby repealed and superseded, and a new policy is hereby adopted in its place, to wit:

No private signs or other improvements, such as fences, or structures of any kind, are allowed on any County right-of-way/drainage easements unless specifically authorized by the Board of County Commissioners after recommendations have been received from the Public Works Department, and then only in compliance with the law.

Where such improvements are placed without authorization, the Public Works Department will give appropriate notice to the owner to remove the improvements unless such removal is determined to be a safety hazard. Safety hazards will be removed immediately by the Public Works Department Division of Operations.

If removal is required by the County, the cost of removal shall be tracked on a bill submitted to the owner of the encroachment.



**Board of County Commissioners**  
**Leon County, Florida**

**Policy No. 98-20**

Title: Rights-of-Way/Drainage Easements - Compensation for Granting  
Date Adopted: October 13, 1998  
Effective Date: October 13, 1998  
Reference: n/a  
Policy Superseded: Policy No. 93-32, "Rights-of -Way - Compensation for Granting", 1/12/93

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It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 93-32, "Right-of-Way," adopted by the Board of County Commissioners on January 12, 1993, is hereby repealed and superseded, and a new policy is hereby adopted in its place, to wit:

In order to secure necessary rights-of-way/drainage easements, the County will, if requested, rebuild any existing fences, move any shrubbery which can be moved in the opinion of the right-of-way agent, and reconstruct any driveways which are in existence at the time the rights-of-way are secured where the County presently maintains a road and requires additional rights-of-way/drainage easements for the improvement thereof. Any conditions of accepting rights-of-way/drainage easements shall be put in writing and be kept on file in the office of the Leon County Public Works Department. Efforts to secure rights-of-way deeds/drainage easements on an unconditional basis are to be made, and deeds shall be recorded as soon as they are received by the County.

**Leon County  
Board of County Commissioners**

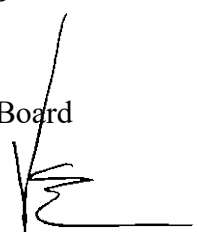
**Notes for Agenda Item #10**

# Leon County Board of County Commissioners

## Agenda Item #10

June 19, 2018

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

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

**Title:** Enabling Resolution Establishing the Miccosukee Citizens Working Group

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Benjamin H. Pingree, Director, Planning, Land Management, and Community Enhancement (PLACE)
<b>Lead Staff/ Project Team:</b>	Cherie Bryant, Director, Tallahassee-Leon County Planning Maggie Theriot, Director of Resource Stewardship Leigh Davis, Director of Parks and Recreation Devan Leavins, Administrator of Special Projects

### **Statement of Issue:**

This agenda item seeks the Board's approval to establish a focus group, the Miccosukee Citizens Working Group, for the further development and implementation of the objectives set forth in the adopted Miccosukee Rural Community Sense of Place Plan. As requested by the Board, this item also provides information regarding the process for unincorporated areas of the County to be recognized by the US Census Bureau for the purpose of enhancing future grant opportunities.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Adopt the Enabling Resolution establishing the Miccosukee Citizens Working Group (Attachment #1).

## **Report and Discussion**

### **Background:**

At the FY 2019 Budget Policy Workshop held on April 24, 2018, the Board accepted the Miccosukee Rural Community Sense of Place Plan, adopted a multiyear funding strategy to implement the plan, and directed staff to bring back an agenda item establishing the Miccosukee Citizens Working Group (Working Group) as a focus group. This agenda item seeks the Board's establishment of the Miccosukee Citizen Working Group to further develop and implement the plan objectives and provide input to staff for prioritizing those objectives.

Also included in this agenda item is a brief update on the process to designate Miccosukee as a separate census tract.

### **Analysis:**

The Miccosukee Rural Community is located in northeastern unincorporated Leon County at the intersections of Moccasin Gap Road (CR 151), Miccosukee Road, and Veterans Memorial Drive (CR 59). The Miccosukee Rural Community Sense of Place study seeks to identify goals and opportunities to help strengthen the connection between Leon County residents in the Miccosukee area with the small, historic community.

In accordance with the adopted Plan, a Miccosukee Citizens Working Group is to be established to further develop and implement objectives of the Plan. More specifically, the first goal of the Miccosukee Rural Community Sense of Place Plan states:

#### *Goal 1: Facilitate Community Engagement While Promoting Identity and History*

The Miccosukee Citizens Working Group will function and operate as a Focus Group in accordance with Board Policy No. 03-15, "Board-Appointed Citizen Committees" for the purpose of facilitating citizen engagement while promoting the identity and history of the Miccosukee Rural Community. The Working Group will be facilitated by staff from the Tallahassee-Leon County Planning Department which worked with area residents in developing the Plan. Staff from the Leon County Office of Resource Stewardship will provide support as well from time to time, as the County owns and maintains several community assets in the area that will be considered for future improvements under the Plan. The Working Group will be comprised of ten (10) community members; at least one (1) member shall be a representative of the Miccosukee Boys and Girls Club, at least one (1) member shall be a representative of the Miccosukee Youth Foundation, and at least one (1) member shall be a representative of the senior population in Miccosukee.

Should the Board adopt the proposed Resolution, the County Administrator will recommend a slate of Working Group members and bring back to the Board for approval. The first meeting of the Working Group is anticipated to be held no later than August 2018. The Working Group will dissolve as a focus group after 18 months, projecting a February 2020 completion of responsibilities, unless at such point the Board warrants an extension. Given the duration of this body, the County Administrator will fill vacancies if needed.

In addition, the Board requested staff explore whether Miccosukee could be designated as a Census tract. For an area to be designated as a Census tract, the minimum population is 1,200 which Miccosukee would not achieve. However, the Census Bureau's Participant Statistical Areas Program (PSAP) allows for the recognition of Census Designated Places (CDP) to provide meaningful statistics for well-known unincorporated localities. The primary criteria for a CDP is that the area constitutes a single, closely settled center of population that is named, so Miccosukee is expected to qualify. The designation process is handled through the regular coordination process between local staff and the Census Bureau which occurs every 10 years. Designation does not require Board action.

Recognition as a CDP would allow Census data to be aggregated specifically for the Miccosukee Community beginning in the 2020 Census, and annually in the Census Bureau's American Community Survey (ACS) and the Economic Census. This additional layer of data will assist in analysis of trends and needs specific to the Miccosukee Community. It may also be useful in limited circumstances for federal and state aid, but it should be noted most federal and state programs only recognize municipal and tract boundaries. Currently, the Woodville Rural Community is the only designated CDP in Leon County. The Office of Economic Vitality has already begun coordinating with the Census Bureau for the 2020 Census and will include a request to designate Miccosukee, as well as Bradfordville, Chaires, Capitola, and Fort Braden as CDPs.

**Options:**

1. Adopt the Enabling Resolution establishing the Miccosukee Citizens Working Group (Attachment #1).
2. Do not adopt the Enabling Resolution establishing the Miccosukee Citizens Working Group.
3. Board direction.

**Recommendation:**

Option #1.

**Attachment:**

1. Proposed Resolution

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, TO ESTABLISH AN ADVISORY COMMITTEE WHICH SHALL BE NAMED THE MICCOSUKEE CITIZENS WORKING GROUP AND WHICH SHALL OPERATE AND FUNCTION AS A FOCUS GROUP.**

**WHEREAS**, the Board of County Commissioners of Leon County, Florida (the Board) recognizes and acknowledges the importance of public involvement and input in County government; and

**WHEREAS**, in order for the Board to consider the input of the public in the matter of the Miccosukee Rural Community Sense of Place Plan, it wishes to establish and appoint an advisory committee to function and operate in accordance with Board Policy No. 03-15, "Board-Appointed Advisory Committees."

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, that:**

1. The Board hereby establishes an advisory committee, to be named the Miccosukee Citizens Working Group, for the purpose of accomplishing the goals and objectives of the Miccosukee Rural Community Sense of Place Plan.
2. The Miccosukee Citizens Working Group shall function and operate as a Focus Group in accordance with Board Policy No. 03-15, "Board-Appointed Advisory Committees."
3. The Miccosukee Citizens Working Group shall have as its goal to facilitate citizen engagement while promoting the identity and history of the Miccosukee Rural Community.

4. The Miccosukee Citizens Working Group shall be charged with further developing and implementing objectives of the Miccosukee Rural Community Sense of Place Plan, and providing input to staff for crafting and prioritizing those objectives.

5. The Miccosukee Citizens Working Group shall have ten (10) members recommended by the County Administrator and appointed by the full Board of County Commissioners, as follows:

- a) Seven (7) Workgroup members shall be residents and community leaders from within the Miccosukee Rural Community area, as defined by the residents who live or work in the community (boundaries include the Georgia State line to the north, Lake Miccosukee to the east, U.S. 90 [Mahan Drive] to the south, and Bradley's Pond at Old Centerville Road to the west) selected without regard to race, creed national origin, age, sex or the presence of a disability, and based upon their qualifications and willingness to serve.
  - b) One (1) Workgroup member from the Miccosukee Boys and Girls Club.
  - c) One (1) Workgroup member from the Miccosukee Youth Foundation.
  - d) One (1) Workgroup member from the senior population in Miccosukee.
6. The members of the Miccosukee Citizens Working Group shall not be subject to full and public disclosure of financial interests.
7. The Miccosukee Citizens Working Group shall be facilitated by staff of the Tallahassee-Leon County Planning Department and, due to the County's ownership and maintenance of several community assets considered for future improvements under the Plan, shall receive support from the Leon County Office of Resource Stewardship as needed.
8. The Miccosukee Citizens Working Group shall be dissolved upon the completion

of the responsibilities of the committee, to occur no later eighteen (18) months from its first meeting. Vacancies shall be recommended by staff and appointed by the County Administrator, as needed, for the remainder of the Workgroup's term. The Workgroup may be extended for a finite period of time at the direction of the Board upon adoption of a new resolution.

9. This Resolution shall become effective immediately upon its adoption.

**DONE, ADOPTED, AND PASSED** by the Board of County Commissioners of Leon County, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2018.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Nick Maddox, Chairman  
Board of County Commissioners

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

BY: \_\_\_\_\_

APPROVED AS TO FORM:  
Leon County Attorney's Office

BY: \_\_\_\_\_  
Herbert W. A. Thiele, Esq.  
County Attorney



**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #11**

# Leon County Board of County Commissioners

## Agenda Item #11

June 19, 2018

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

**From:** Vincent S. Long, County Administrator  
Herbert W.A. Thiele, County Attorney

**Title:** Resolution Adopting the Leon County Rights-of-Way Manual

<b>Review and Approval:</b>	Vincent S. Long, County Administrator Herbert W.A. Thiele, County Attorney
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Tony Park, P.E., Director of Public Works
<b>Lead Staff/ Project Team:</b>	Charles Wu, P.E., Director of Engineering Services Jessica Ierman, Esq., Assistant County Attorney Betsy Thorpe, Chief of Construction Management

### **Statement of Issue:**

This agenda item seeks the Board's approval of a Resolution adopting the Leon County Rights-of-Way Manual to be consistent with current Code requirements and new engineering standards.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Approve the Resolution adopting the Leon County Rights-of-Way Manual (Attachment #1).

## **Report and Discussion**

### **Background:**

This agenda item seeks the Board's approval of a Resolution adopting the Leon County Rights-of-Way Manual to be consistent with current Code requirements and new engineering standards.

On December 12, 2017, staff recommended and the Board adopted Ordinance No. 17-20, thereby, imposing reasonable conditions on communications facilities located within the County rights-of-way. Ordinance No. 17-20, now codified at Sections 16-87 and 16-101, provides that a rights-of-way manual be separately approved and adopted by Resolution of the Board of County Commissioners.

A manual regulating the construction of utilities within the County rights-of-way was last adopted/updated in 1981. Since that time, the *Policies, Specifications, and Procedures for the Construction and Placement of Utilities in Leon County, Florida* has been the guide for utility service providers to perform the utility work within the existing or future County rights-of-way (Attachment #2). During the past 37 years, County Codes and policies, State and Federal regulations, and engineering standards and specifications have changed.

A team of engineering and legal staff, and consultants reviewed the current policy manual and made several necessary revisions and updates to the document. The proposed manual is to be renamed to the "Leon County Rights-of-Way Manual" and is attached to the proposed Resolution (Attachment #1).

### **Analysis:**

The Leon County Rights-of-Way Manual provides guidance to the utility service providers, design consultants, and contractors on how to prepare and proceed with work inside the existing Leon County rights-of-way and within the areas to be dedicated to Leon County after construction and upon acceptance of the maintenance responsibility by the County.

Proposed revisions to the Leon County Rights-of-Way Manual include:

- Revising and adding new definitions based on current laws, standards, and specifications.
- Adding a new chapter specifically addressing the Water and Sewer Agreement with the City of Tallahassee approved in 2005 (Attachment #3), and generally updating references to authorized water and sewer service areas due to the Water and Sewer Agreement granting the City an exclusive franchise to provide water and sewer services to all properties located within the County that were not already located within an existing or applied water and sewer area.
- Updating references and applicability of County regulations on authorized water and sewer service areas as a result of Ordinance No. 17-11, which transferred regulatory control of certain water and sewage disposal systems to the Public Service Commission.

- Expanding the requirements and procedures to obtain a Right-of-Way Placement Permit to include communications facilities and utility poles in accordance with Ordinance No. 17-20.
- Updating the engineering and construction standards and specifications using the current requirements for water and sewer work by City of Tallahassee and Talquin Electric Cooperative.
- Updating all references to current Federal, State, and local laws.

In order to facilitate the licensing, registration, and right-of-way permit application process, five forms have been developed. The forms have been distributed to utility providers and communications services providers and have been posted on the Leon County website. The forms were developed to closely mirror the regulations provided in Ordinance No. 17-20 to allow for ease of use by providers and review by the County. A guidance document was also created to assist providers in determining which form is appropriate for the work being proposed (Attachment #4).

Overall, the adoption of a revised manual is necessary to comply with current laws and engineering practices. Staff recommends the Board approve the Resolution adopting the Leon County Rights-of-Way Manual.

**Options:**

1. Approve the Resolution adopting the Leon County Rights-of-Way Manual (Attachment #1).
2. Do not approve the Resolution, thereby, not adopting the Leon County Rights-of-Way Manual.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Proposed Resolution with the Leon County Rights-of-Way Manual
2. Policies, Specifications, and Procedures for the Construction and Placement of Utilities in Leon County, Florida (1981)
3. City/County Water and Sewer Agreement
4. Leon County Rights-of-Way Placement Application Forms Instructions

RESOLUTION NO. R18-\_\_\_\_\_

**A RESOLUTION OF THE BOARD OF COUNTY  
COMMISSIONERS OF LEON COUNTY, FLORIDA,  
ADOPTING THE LEON COUNTY RIGHTS-OF-WAY  
MANUAL; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Section 337.401, Florida Statutes, authorizes local governments to prescribe and enforce reasonable rules and regulations governing the placement and maintenance of utilities across, on, or within the public rights-of-way; and

WHEREAS, on December 12, 2017, the Leon County Board of County Commissioners adopted Ordinance No. 17-20, thereby amending Section 16-87 and adding Section 16-101 to require the development of a rights-of-way manual to outline engineering requirements and procedures for the placement and maintenance of utilities, communications facilities, and utility poles in the County's rights-of-way; and

WHEREAS, Sections 16-87 and 16-101 of the Code of Laws of Leon County, Florida, provides that a rights-of-way manual be separately approved and adopted by Resolution of the Board of County Commissioners.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Leon County, Florida, that:

1. The Leon County Rights-of-Way Manual, attached hereto, is hereby approved by the Board.
2. This Resolution shall be effective upon adoption by the Board.

DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

LEON COUNTY, FLORIDA

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

Nick Maddox, Chairman  
Board of County Commissioners

ATTESTED BY:  
Gwendolyn Marshall, Clerk of Court

& Comptroller  
Leon County, Florida

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

APPROVED AS TO FORM:  
Leon County Attorney's Office

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

Herbert W. A. Thiele, Esq.  
County Attorney



# Leon County Rights-of-Way Manual

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**Leon County Public Works Department**  
**6/19/2018**

This document is to provide guidance for the utility work to be performed within Leon County Rights-of-Way or areas to be dedicated to Leon County.

**"People Focused. Performance Driven."**

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## **CHAPTER I Overview**

### **1.1.0 Intent and Purpose**

- 1.1.1 It is the intent of the County to promote the public health, safety and general welfare by adopting and administering reasonable rules, regulations, policies and procedures not inconsistent with State and federal law.
- 1.1.2 The purpose of this document is to provide rules, regulations, policies and procedures for the placement, construction, and maintenance of Utilities and Communications Facilities within the Rights-of-way of Leon County. This document:
  - a. Outlines Leon County policies in regard to enforcement, fees and bonds required to construct or place Utilities and Communications Facilities within the Rights-of-way of Leon County;
  - b. Outlines the procedure to obtain a License or to register with Leon County pursuant to Chapter 16, Leon County Code of Laws;
  - c. Outlines the procedure to obtain an Authorized Water or Sewer Service Area and to construct, own, operate, or expand a Water System or Sewage Disposal System within the unincorporated area of Leon County pursuant to Chapter 18, Leon County Code of Laws;
  - d. Outlines Utility construction standards and minimum material Specifications for the construction of Water Systems and Sewage Disposal Systems in the unincorporated area of Leon County;
  - e. Outlines the procedure to obtain a Facility Construction Permit or Right-of-way Placement Permit; and
  - f. Outlines the construction standards for all work performed within the Right-of-way of Leon County.
- 1.1.3 This document shall be referred to as the "Leon County ROW Manual."
- 1.1.4 Nothing herein shall excuse a Utility Provider, Communications Services Provider or Communications Facility Provider from complying with all applicable local, State, and federal laws and regulations.
- 1.1.5 The Code of Laws, as amended, shall prevail over the provisions of this Leon County ROW Manual to the extent of any conflict therewith.

### **1.2.0 Applicability**

- 1.2.1 This Leon County ROW Manual applies to all Persons seeking to construct, maintain, repair, operate, and/or remove lines for the transmission of public Utilities under, on, over, across, or within the Rights-of-way, including but not

limited to gas, power, and television, or as regulated by a franchise, as applicable.

1.2.2 This Leon County ROW Manual applies to all Persons seeking to transmit Communications Services under, on, over, across, or within the Rights-of-way or to construct, place, install, maintain or operate a Communications Facility or Utility Pole under, on, over, across, or within the Rights-of-way, unless otherwise exempt by operation of federal, State or local laws or regulations.

1.2.3 This Leon County ROW Manual applies to all Persons seeking to perform work within the Rights-of-way.

### 1.3.0 **General**

1.3.1 Applications for Permits, Registrations, Licenses, and Authorized Water and Sewer Service Areas shall be submitted to the Department by electronic mail, U.S. mail, or by hand-delivery, with the applicable fee. Payment by credit card (VISA or MasterCard) is the preferred method of payment. The County will accept checks or money orders, payable to Leon County, Florida, when payment by credit card is not possible. For frequent applicants, pre-authorized credit cards may be held on file to accelerate the Permit process.

1.3.2 If a Permit application package is submitted to the Department by U.S. mail or hand-delivery, one (1) copy of this permit application with two (2) sets of the physically signed and sealed engineering documents, including the Plans and drawings, must be provided, except that a Facility Construction Permit request shall be submitted with four (4) sets of the proposed construction Plans. If a Permit application package is submitted by electronic mail, the engineering documents, including the Plans, must be electronically or digitally signed and digitally sealed in compliance with Chapter 61G15-23 of the Florida Administrative Code. The Plans shall be in accordance with the Leon County Code of Laws and this Leon County ROW Manual.

1.3.3 The Permittee shall be in possession of Permit, as applicable, prior to construction and shall have the Permit posted at the construction site during construction.

1.3.4 The Permittee, upon receiving a Facilities Construction Permit or Right-of-Way Placement Permit, is authorized to perform only the work outlined in the Permit application and attachments, and any conditions prescribed by the Department or FDEP. The Permittee, while in the process of accomplishing the permitted activity, shall follow and perform all requirements promulgated by this Leon County ROW Manual, Chapter 16 and Chapter 18 of the Leon County Code, and all State and federal laws and regulations.

**1.3.5** The contractor shall not employ the Engineer of Record as the contractor's Engineer of Record or as a specialty engineer.

**1.4.0 Existing Policies and Procedures**

The policies, procedures, and Specifications outlined in this Leon County ROW Manual supersede any previous policies, procedures, or guidelines for the construction or expansion of Water Systems or Sewage Disposal Systems in the County, and for the construction or placement of Utilities in the unincorporated area of Leon County or in the Rights-of-way of Leon County.

**1.5.0 Leon County Facility Construction Permit**

Any Person who desires to obtain a Leon County Facility Construction Permit to construct or extend a Public Water System or Public Sewage Disposal System within the County is required to follow and conform to those procedures outlined in Chapters III, IV and V of this document.

**1.6.0 Leon County Right-of-Way Placement Permit**

Any Person who desires of obtain a Leon County Right-of-way Placement Permit to place or maintain a Utility or a Communications Facility within the Rights-of-way is required to follow and conform to those procedures outlines in Chapter VI of this document.

**1.7.0 Minimum Material Standards and Specifications**

Any Person who obtains a Facility Construction Permit or Right-of-way Placement Permit is required to meet minimum material standards set by the local, State and federal agencies and the Specifications as outlined in Chapter VII of this document.

**1.8.0 Construction Standards and Specifications**

Any Person who obtains a Facility Construction Permit or Right-of-way Placement Permit is required to follow County approved construction standards as outlined in Chapter VII of this document.

**1.9.0 Appeals**

Appeals of decisions shall be as provided in Section 16-110 or Section 18-32(a)(2) of the Leon County Code, as applicable.

**1.10.0 Enforcement**



1.10.1 The Department, following review of the non-compliance, shall be authorized to initiate any or all of the following enforcement procedures:

- a. Penalties as provided in Section 18-329(e), Leon County Code;
- b. Enforcement as provided in Section 16-109, Leon County Code;
- c. Grant an extension period and repeat a follow-up inspection;
- d. Issue a stop work order and revoke the Permit or authorization to construct the facility or perform work within the Right-of-way;
- e. Call on the Performance Bond or Surety for completion of the necessary Corrective Measures; and/or
- f. Perform such Corrective Measures when immediate Corrective Measures are required to prevent possible injury to the public, the cost of which shall be paid by the Permittee prior to being allowed to continue work on any portion of the project.

1.10.2 Unauthorized Right-of-Way Placements

- a. The Inspector, upon discovery of an unauthorized placement within the Right-of-way, shall determine the nature of the violation. If the party responsible for the activity cannot demonstrate that the activity is an emergency, the Inspector shall notify the Department.
- b. The Department shall discuss and consider the circumstances and severity of the violation and shall be authorized to take any or all of the following enforcement procedures:
  1. Enforcement measures as provided in Section 1.10.0;
  2. Allow the completion of the activity and officially record the violation accordingly;
  3. Have the Inspector instruct the responsible party of the activity to submit a Right-of-Way Placement Permit application within two (2) days following the violation;
  4. Issue a stop work order and instruct the violator to perform the necessary measures to prevent a hazard to the public and restore the Rights-of-way;
  5. Notify the Sheriff's Office and request assistance in resolving the violation; and/or

6. Impose a fine up to ten (10) times the Permit fee.
- c. When it comes to the attention of the Department that an unauthorized placement has occurred, the Department shall make every attempt to determine the party responsible for the activity and to recover any costs of such actions from the responsible party.
- d. Nothing herein shall preclude the County from seeking an injunction or other legal relief to obtain compliance with the requirements of the Leon County Code or this Leon County ROW Manual.

#### 1.10.3 Stop Work Orders

- a. The construction and operation of permitted facilities shall be discontinued, except for remedial work, when found in violation of County policies and procedures, or if in non-compliance of the permit:
  1. When the Department issues a stop work order, no further work shall be performed from that moment on, except the required work to alleviate the deficiencies and safety hazards. The stop work order shall remain in effect until the Department issues a written authorization to lift the order.
  2. A stop work order shall be posted at the job site.
  3. Upon completion of the required work, the Department shall provide written authorization to proceed with the operation and remove the stop work order, which has been posted at the job site.
  4. If unauthorized construction activities persist at any time after the notification to shut down the operation, the Department shall notify the Permittee and Project Supervisor that they are in violation of the stop work order, and may request the arrest and prosecution thereof if the work persists.
  5. The stop work order is directed not only to the Permittee, but also to the person or firm actually performing the physical labors or the person responsible for the construction or maintenance of the facility in violation of the Permit. Continued work in violation of the stop work order shall be punishable in accordance with Section 1-9, Leon County Code. Each day work is performed in violation of the stop work order is a separate violation.
  6. If the required work is not performed within twenty (20) days following the issuance of the stop work order, it shall be determined that the

project is incapable of being completed by the Permittee; and the Permit may be revoked and the Performance Bond may be called to complete the project, as determined by the County.

#### **1.11.0 Performance Bonds**

- 1.11.1 Prior to commencing the construction of infrastructure to be dedicated to the County upon completion, the Permittee shall obtain and deliver to the County a Performance Bond in the amount of 110% of the total estimated cost of construction with a Surety approved by the County. The County may waive the requirement for a Performance Bond upon the receipt of other adequate means of assuring the Permittee's ability to perform its obligation under the Permit granted by the County.
- 1.11.2 Prior to commencing any construction pursuant to a Right-of-way Placement Permit for a Utility, the Permittee shall obtain and deliver to the County a Performance Bond in an amount of 100% of the total estimated cost of Right-of-way restoration. The County may waive the requirement for a Performance Bond upon the receipt of other adequate means of assuring the Permittee's ability to perform its obligation under the Permit granted by the County.
- 1.11.3 Prior to the issuance of a Right-of-way Placement Permit for the placement or maintenance of a Communications Facility, the Permittee shall obtain and deliver to the County a Performance bond in accordance with Section 16-113, Leon County Code.
- 1.11.4 The use of the Performance Bond shall not preclude the County from determining a default pursuant to Section 18-32(c), Leon County Code.
- 1.11.5 The County Engineer may require Performance Bonds beyond the requirements set forth herein to ensure compliance with this Leon County ROW Manual or the Code of Laws.

#### **1.12.0 Maintenance Bonds**

- 1.12.1 After completion of the construction of infrastructure to be dedicated to the County and prior to the approval of a plat or replat, the Permittee shall obtain and deliver to the County a Maintenance Bond in the amount of 10% of the total estimated cost of construction with a Surety approved by the County.
- 1.12.2 Any Right-of-Way Placement Permit Permittee who has violated a provision of the Leon County Code or this Leon County ROW Manual during a prior project may be required to obtain and deliver to the County a Maintenance Bond for any subsequently issued Permits.



1.12.3 When a Maintenance Bond is required, it shall be set at an amount or equal to 10% of the total estimated cost of construction, or 100% of the Right-of-way restoration cost, whichever is greater, and shall last a period of two (2) years from the date of final inspection and acceptance.

1.12.4 The County Engineer may require Maintenance Bonds beyond the requirements set forth herein to ensure compliance with this Leon County ROW Manual or the Code of Laws.

#### **1.12.5 Permittee Liability and Guarantee**

1.12.6 The Permittee is responsible for all construction and work performed within the Right-of-way or on County approved systems as determined by the Permit application and attachments during the actual placement for one (1) full year following the date of final inspection and approval. The Permittee will typically hold a Performance Bond during construction and the period of guarantee.

1.12.7 The Permittee shall not be responsible for damage and/or conditions created by other Persons.

#### **1.13.0 Definitions**

ANSI: the American National Standard Institute.

ASTM: the American Society for Testing and Materials.

Authorization Holder: a Person that has obtained approval for an Authorized Water or Sewer Service Area.

Authorized Water or Sewer Service Area: a legally described area located within the County in which there exists either an exclusive or non-exclusive sewer and/or water service agreement between a Person and Leon County for the rights and responsibility to construct, operate, and/or maintain a Public Water System and/or a Public Sewage Disposal System.

AWWA: the American Water Works Association.

Board of County Commissioners (Board): the Board of Commissioners of Leon County, Florida.

Casing: a pipe surrounding a carrier pipe and designated to resist potential impacts and carry imposed loads.

City: Tallahassee, Florida, as a geographic location, or Tallahassee, Florida, a Florida municipal corporation, as a legal entity, as indicated by the context used.

Communications Facility: Communications Facility as defined in Section 16-102,

Leon County Code.

Communications Services: Communications Services as defined in Section 16-102, Leon County Code.

Communications Services Provider: Communications Services Provider as defined in Section 16-102, Leon County Code.

Comprehensive Plan: the Tallahassee-Leon County 2030 Comprehensive Plan, as amended.

Conduit: an enclosure for protecting a Utility (e.g., wires, cables, or pipes).

Corrective Measures: a task or action required to correct a deficiency.

County or Leon County: Leon County, Florida, as a geographic location, or Leon County, Florida, a charter county and political subdivision of the State of Florida, as a legal entity, as indicated by the context used.

County Administrator: the chief administrative officer of the county, or the county administrator's designee. The term County Administrator also includes his or her designee.

County Engineer: the licensed engineer designated by the Board of County Commissioners to furnish engineering assistance for the administration of these regulations. The term County Engineer also includes his or her designee.

Culvert: any structure not classified as a bridge or casing which provides an opening under a roadway.

Day(s): for purposes of computing any period of time expressed in day(s), the day of the act, event or default from which the designated period of time begins to run shall not be included and the last day of the period so computed 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 neither a Saturday, Sunday, or legal holiday.

Default: conditions set forth in Section 18-32, Leon County Code, which conveys to the County the right to enter upon the premises of a system; possess, keep and maintain all system records; and transfer the system to County ownership.

Department: the Leon County Department of Public Works.

Engineer: a professional engineer licensed in the State of Florida.

Engineer of Record: the Professional Engineer or Engineering Firm registered in the State of Florida that develops the criteria and concept for the project,

performs the analysis, and is responsible for the preparation of the Plans and Specifications.

**Exclusive Authorized Service Area:** an Authorized Water of Service Area granted to one Person, to the exclusion of any other Persons.

**Facility Construction Permit:** a Permit authorizing the construction of a Public Water System and/or a Public Sewage Disposal System or the expansion of a previously permitted and constructed system and/or the placement of such facilities within the Rights-of-way.

**FDEP:** Florida Department of Environmental Protection.

**Florida Building Code:** the Florida Building Code promulgated under Chapter 553, F.S., including the Leon County amendments thereto, as both may be amended.

**Grace Period:** a specified time established by the Inspector, which will allow the Permittee to delay the performance of Corrective Measures necessary to address deficiencies found in the permitted construction operations, typically not to exceed 72 hours.

**Inspector:** an authorized representative of the Leon County Public Works Department who acts within the scope of the duties assigned to ascertain that construction and restoration is in accordance with the approved Permit application, conditions of the Permit, County policies and procedures, and the health, safety and welfare of the public.

**Leon County Code:** the Code of Laws of Leon County, Florida, as amended from time to time.

**License:** an initial authorization or renewal thereof issued by the County, whether such authorization is designated as a franchise, Permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the occupation and use of the Rights-of-way for Utilities.

**Maintenance Bond:** the financial guarantee of the completed construction or Utility placement for a period of time to be determined by the County Engineer following the approval of the final inspection.

**Pass-through Provider:** Pass-through Provider as defined in Section 16-102, Leon County Code.

**Performance Bond:** the financial guarantee of the proper performance of the requirements of the Leon County Code, this Leon County ROW Manual, the

Permit, and other County policies and procedures, including but not limited to the guarantee of site restoration.

Permit: the authorization issued by the County that must be obtained before a Person may construct, place, install or maintain Utilities, Communications Facilities, or other structures within the Rights-of-way or construct a Public Water System or Public Sewage Disposal System and shall include, but not be limited to, a Facility Construction Permit and a Right-of-way Placement Permit.

Permittee: the Permit applicant or holder and authorized agent of the Permit applicant or holder.

Person: any natural person or corporation, business association or other business entity, including, but not limited to a partnership, a sole proprietorship, a governmental entity, a public or private agency of any kind, a Utility Provider, a successor or assign of any of the foregoing or any other legal entity.

Plans: drawings, including reproductions thereof, showing the location, character, dimensions, and details of the work to be accomplished.

Project Supervisor: a person experienced in the type of work being performed and who has the authority to represent the Permittee in a routine decision making capacity concerning the manner and method of carrying out the work authorized by Permit.

Public Rights-of-way or Rights-of-way means land in which the County owns the fee or has an easement devoted to or required for use as a Transportation Facility and may lawfully grant access pursuant to applicable law, and includes the surface, the air space over the surface and the area below the surface of such rights-of-way. For the purposes of this definition, Transportation Facility means any means for the transportation of people or property from place to place which is constructed, operated, or maintained in whole or in part from public funds. The terms Public Rights-of-way or Rights-of-way shall not include: (1) City, State, or federal rights-of-way unless the County has been properly delegated authority to issue Permits for structures within those rights-of-way, unless prohibited by State or federal law; or (2) platted utility easements that are not part of a dedicated public rights-of-way.

Public Sewage Disposal System: any Sewage Disposal System within the County serving more than eight (8) residential, commercial, or industrial units.

Public Water System: any Water System within the County serving more than eight (8) residential, commercial, or industrial units.

Record Drawings: a set of drawings in a format as specified by the County Engineer submitted upon completion of a project reflecting all deviations from the Permit, and showing the exact dimensions, geometry and location of all elements



of the work completed under the Permit.

**Registration or Register:** Registration or Register as defined in Section 16-102, Leon County Code.

**Right-of-way Placement Permit:** a Permit authorizing the construction and/or placement of a Utility, Communications Facility, or other structure or facility within the Rights-of-way.

**Roadbed:** that portion of the Right-of-way occupied by the subgrade and supporting Shoulder material.

**Road Surface:** the portion of the roadway providing for the movement of vehicles, exclusive of shoulders, consisting of edge of pavement to edge of pavement.

**Sewage Disposal System:** any plant, system, facility or property used or useful or having the present capacity for future use in connection with the collection, treatment, purification or disposal of sewage, and, without limiting the generality of the foregoing definition, shall embrace treatment plants, pumping stations, intercepting sewers, pressure lines, mains, and all necessary appurtenances and equipment and shall include all property, rights, easements and franchises relating to any such system and deemed necessary or convenient for the operation thereof. The term "sewage disposal system" shall also include all sanitary sewers within the County and shall embrace sewer mains and laterals for the reception of sewage from premises connected therewith and for carrying such sewage to some part of the sewage disposal system.

**Shoulders:** that portion of the right-of-way outside the edges of the traveled way extending to the top of the front slopes. The Shoulders may either be paved or unpaved.

**Specifications:** the directions, provisions, casting work plans, and all stipulations contained in the plans or in the Permit setting out or relating to the method and manner of performing work, or the quantities and qualities of materials and labor to be provided under the Permit.

**State:** either Florida, as a geographic location, or the State of Florida, as a legal entity.

**Substantial Change:** a substantial deviation from the approved Plans that results in a conflict with other Utility structures, a hazard to public health, safety, or welfare, or does not conform to County or Permit Specifications, or, in the opinion of the Inspector, a change that warrants review and approval by the Department.

**Surety:** the Person that agrees to become responsible and liable by executing, as surety, a Performance Bond or Maintenance Bond and who guarantees the faithful performance of the Performance Bond.

**Total Estimated Cost of Construction:** the pre-determined total estimated cost of the project excluding those costs incurred from engineering, legal, and land acquisition.

**Utility:** electric, gas, water, sewer, television, or other essential services provided to the public at large.

**Utility Pole:** a pole or similar structure used in whole or in part to provide Communications Services or electric distribution, lighting, traffic control or similar function. Street signs shall not be considered a Utility Pole for the purposes of this Leon County ROW Manual.

**Utility Provider:** any Person that is an electric, gas, water, sewer or other public Utility, and who owns or operates appurtenant facilities or equipment for transmission of such Utility's goods, commodities or services. This term does not include a Communications Services Provider, Wireless Infrastructure Provider, or Pass-through Provider.

**Water System:** Any plant, wells, pipes, tanks, reservoirs, system, facility or property used or useful or having the present capacity for future use in connection with the obtaining and supplying water for human consumption, fire protection, irrigation, consumption by business, or consumption by industry, and, without limiting the generality of the foregoing definition, shall embrace all necessary appurtenances and equipment and shall include all property, rights, easements and franchises relating to any such system and deemed necessary or convenient for the operation thereof. The term "water system" shall also include all water pipes or lines, valves, meters and other water-supplying equipment within the County and shall embrace water mains and laterals for the carrying of water to the premises connected therewith and for carrying such water from some part of the water supply system.

**Wireless Infrastructure Provider:** Wireless Infrastructure Provider as defined in Section 16-102, Leon County Code.

## **CHAPTER II**

### **Water and Sewer Agreement**

#### **2.1.0 Water and Sewer Agreement**

- 2.1.1 The Water and Sewer Agreement, dated May 10, 2005, as amended, is hereby adopted and incorporated herein ("Water and Sewer Agreement").
- 2.1.2 The County shall be the sole local governmental entity to authorize the planning, construction and operation of Water Systems and Sewage Disposal Systems within the County.
- 2.1.3 The City is responsible for providing water and/or sewer service to all properties located within its franchise area, except as provided in the Water and Sewer Agreement. The City shall have the exclusive right to manage and operate its Water System and Sewage Disposal System in the unincorporated area of the County, except as provided in the Water and Sewer Agreement.
- 2.1.4 The City water and sewer construction standards, as amended, shall apply to all City water and sewer franchise areas.
- 2.1.5 County standards and Permit procedures apply to the City for any water and/or sewer construction that impact County-maintained facilities, such as roads or drainage facilities.
- 2.1.6 The terms and requirements of the Water and Sewer Agreement shall prevail over the provisions of this Leon County ROW Manual to the extent of any conflict therewith.

## **CHAPTER III**

### **Authorized Water or Sewer Service Areas**

#### **3.1.0 Jurisdiction**

- 3.1.1 The County has invoked the jurisdiction of the Florida Public Service Commission pursuant to Section 367.171, Florida Statutes, by and through Resolution No. 17-12.
- 3.1.2 The Florida Public Service Commission has regulatory authority over all Public Water Systems and Public Sewage Disposal Systems serving or proposing to serve over 100 persons, unless exempt from the jurisdiction of the Florida Public Service Commission, such as the City of Tallahassee, Talquin Electric Cooperative, Inc., and Talquin Water and Wastewater, Inc.
- 3.1.3 The County retains sole regulatory authority over all Public Water Systems and Public Sewage Disposal Systems serving or proposing to serve 100 or less persons but more than eight (8) persons within the County, and those systems exempt from the jurisdiction of the Florida Public Service Commission unless otherwise provided in Chapter 18 of the Leon County Code.
- 3.1.4 The County retains all regulatory authority over the abandonment of any system within the County.

#### **3.2.0 General**

- 3.2.1 Any Person not regulated by the Florida Public Service Commission who desires to construct, operate, or own a Public Water System or Public Sewage Disposal System shall first obtain an Authorized Water or Sewer Service Area by following the application procedure outlined in this Chapter.
- 3.2.2 Any Authorized Holder who desires to expand outside its Authorized Water or Sewer Service Area shall first apply for and receive approval for an amended Authorized Water or Sewer Service Area. The application procedure outlined in Chapter may be used for the purpose of amending the existing Authorized Water or Sewer Service Area.
- 3.2.3 Any Person who desires to construct, operate, or own a Public Water System or Public Sewage Disposal System within the County is required to follow and perform those procedures outlined in this Leon County ROW Manual or such other regulatory document as may be agreed to between the County and other units of local government.

#### **3.3.0 Determination of Water and Sewer Service Provider**



- 3.3.1 It shall be the primary responsibility of the property developer, owner, or other property representative to approach and secure the services of capable water and sewer providers.
- 3.3.2 The Department shall, upon request, assist the property developer, owner, or other property representative in identifying potential water and sewer service providers. The property developer, owner, or other property representative is responsible for negotiating the terms leading to an obligation of the provider(s) to furnish water and sewer service.
- 3.3.3 In the event an agreement cannot be reached to the satisfaction of the property developer, owner, or other property representative and any potential water or sewer service providers identified, or through some alternate source, the development proposal may be re-evaluated to bring the proposed development within the allowances and abilities of both the Comprehensive Plan and the available providers of water and sewer service.
- 3.3.4 Development shall not proceed, in application or otherwise, if a water or sewer service provider has not been established. The use of septic tanks shall only be allowed as provided in the Leon County Land Development Code.

#### **3.4.0 Applying for an Authorized Water or Sewer Service Areas**

- 3.4.1 It shall be the responsibility of the selected provider to make application for the particular Authorized Water or Sewer Service Area sought to support of the proposed development.

#### **3.5.0 Nature of Authorized Water and Sewer Service Areas**

- 3.5.1 Authorized Water or Sewer Service Areas shall be granted for such time as may be established by the County.
- 3.5.2 Authorized Water or Sewer Service Areas will grant the Public Water System or Public Sewage Disposal System owner the right within a specific geographical area to own, acquire, construct, operate, and maintain the system specified in the authorization.
- 3.5.3 The Authorization Holder shall be required to serve, upon request, any owner, tenant, or occupant on any parcel of land within the Authorized Water or Sewer Service Area adjacent to any publicly dedicated right-of-way or easement wherein a Public Water System or Public Sewage Disposal System is constructed or, pursuant to the terms of the authorization, will be constructed.
- 3.5.4 Authorized Water or Sewer Service Areas may be made exclusive or non-exclusive upon such reasonable terms and conditions as established by the County.

3.5.5 Acceptance of an Authorized Water or Sewer Service Area by the Authorization Holder conveys to the County, in the event of a default as defined by Chapter 18 of the Leon County Code, the right to enter upon the premises, possess, keep and maintain all system records, operate the system and perform such maintenance and repairs as are necessary to provide the services required by the system. In the event of a default, the County may revoke the Authorized Water or Sewer Service Area from the Authorized Holder after written notice and an opportunity to cure the default. Upon such revocation, the Public Water System or Public Sewage Disposal System shall become the property of the County.

### **3.6.0 Application Procedure**

3.6.1 Any Person not regulated by the Florida Public Service Commission who desires to obtain an Authorized Water or Sewer Service Area within the unincorporated area of Leon County, or who desires to amend an existing Authorized Water or Sewer Service Area, shall first submit a pre-application, except that the provisions of this Section shall not apply to applications to construct, operate or own a Water System or Sewage Disposal System within the unincorporated area of the County, which rights are granted pursuant to an interlocal agreement with another governmental entity.

3.6.2 The following data shall be submitted with the pre-application:

- a. A boundary description on a copy of the Leon County Property Appraiser's map of the geographical area for which authorization to operate such system is sought.
- b. A copy of the most recent assessment roll of the Leon County Property Appraiser showing the name, address, parcel identification number and description of all property within the area for which the authorization is sought.
- c. Conceptual drawings indicating tentatively the system to be constructed, plant location, location of collection system, and any other general information that will determine when and where services will be supplied within the area described.
- d. Information as to the proposed method of financing the Public Water System or Public Sewage Disposal System for which authorization to construct or operate such system is sought.

3.6.3 Where required by Florida law, a Professional Engineer competent in the area of sanitary engineering (specifically potable water systems and sanitary sewer systems), shall provide the preliminary planning and design of all systems proposed for the installation on the property to within the required levels of service.

- 3.6.4 Upon the Department receiving a completed pre-application with all of the pertinent data and pre-application fee, the Department shall schedule a public hearing.
- 3.6.5 All property owners listed on the tax rolls within the area for which authorization is sought shall be notified by mail by the Department of such pre-application and the time and place set for the public hearing at least ten (10) days prior to the date of the hearing. The post mark date shall be at least ten (10) days before such hearing.
- 3.6.6 The County shall provide the public notice of the hearing on the pre-application, which shall be published once each week for two (2) successive weeks in a newspaper of general circulation published in the County. The first publication shall be no sooner than twenty (20) days prior to the hearing and in substantially the following form:

NOTICE IS HEREBY GIVEN THAT \_\_\_\_\_  
has applied to the Board of County Commissioners of Leon, County,  
Florida, for the authorization to operate a water/sewage disposal system,  
embracing the follow described lands in Leon County, Florida to-wit:

(Description of area by area map, public road, street, or landmark)

Said Board of County Commissioners will hold a public hearing at  
\_\_\_\_\_ o'clock \_\_.m., on said application in the meeting room of the  
Board of County Commissioners of Leon County, Florida, on the \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_, and all persons affected or interested in such  
application are invited to be present at said time and place to voice their  
approval or disapproval of said application.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Chairman, Board of County Commissioners  
Leon County, Florida

- 3.6.7 Upon the completion of the pre-application procedure and upon receiving approval of the conceptual Plans by the Department, the applicant may proceed to submit an application for an Authorized Water or Sewer Service Area in the area for which the pre-application has been approved or any portion thereof, along with the required application fee.
- 3.6.8 As part of the application, the applicant shall be required to obtain a Facilities Construction Permit in accordance with the policies and procedures outlined in Chapter V.

3.6.9 The following data shall be submitted with the application.

- a. Legal description of all properties upon which treatment facilities, wells, lift stations, pump stations, or other portions of the Water System or Sewage Disposal System will be located other than mains and lines;
- b. A description of the facilities to be provided, including a construction implementation schedule showing dates upon which the facilities will be constructed in each portion of the geographical area for which authorization is sought;
- c. A set of Plans and Specifications prepared under the direction and supervision of a Professional Engineer, along with a copy of the operating procedures for such system (where applicable);
- d. A list of the proposed rates and fees to be charged to users of the system.
- e. An estimate of operating costs and revenues on an annual basis for the first three (3) years of operation;
- f. An estimate of the total capital requirements of the system and the amount of anticipated indebtedness, terms for repayment of the indebtedness, and the security required thereafter;
- g. Copies of any agreements between the system owner and other persons relating to the construction or operation of the system;
- h. Instruments of transfer in the event the system is to be transferred to the County at the end of the authorization period; and
- i. Such other data as the County may deem appropriate.

3.6.10 Upon the County receiving all of the required application information to the satisfaction of the County Administrator, the County shall process the Facilities Construction Permit application following the procedures outlined in Chapter V.

3.6.11 The applicant's failure to implement the Plans according to the approved construction schedule may lead to default under Section 18-33 of the Leon County Code.



## **Chapter IV**

### **Water and Sewer Standards and Specifications**

#### **4.1.0 Applicability**

- 4.1.1 This Chapter shall apply to all water and sewer projects within Leon County that are not within the City of Tallahassee or Talquin Electric Cooperative, Inc. franchise areas as identified in "Appendix B – Franchises", as amended.
- 4.1.2 All work associated with water and sewer projects completed within the City of Tallahassee or Talquin Electric Cooperative, Inc. franchise areas shall be completed using the approved Specifications of that entity.

#### **4.2.0 Water Distribution**

##### **4.2.1 Polyvinyl Chloride (PVC) Pipe**

- a. *Material Requirements.* All PVC pressure piping shall conform to National Sanitation Foundation (NSF) requirements. All PVC piping shall be less than six (6) months in age based on the manufacturer date as identified on the piping.

1. *Small PVC pressure piping.* PVC pressure pipe smaller than 4 inch nominal diameter shall be Schedule 80 PVC in accordance with ASTM D1785. Schedule 80 pipe shall have either solvent welded or threaded joints. PVC pressure pipe shall bear the approval seal of the NSF.

PVC solvent cement shall be in compliance with ASTM D2564 and in accordance with the pipe manufacturer's recommendations. Lubricant for Schedule 80 threaded joints shall be Teflon tape only.

Socket type, solvent welded fittings for Schedule 80 PVC pipe shall be in conformance with ASTM D2467. Threaded type fittings for Schedule 80 PVC pipe shall be in conformance with ASTM D2464. All solvent welded or threaded joints shall be watertight.

2. *Large PVC pressure piping.* PVC pressure pipe 4 inch nominal diameter and greater shall conform to the latest version of AWWA C900 and shall have standard Dimensional Ratio (DR) of DR-18 and a pressure class of 235 psi per AWWA C900-07 [150 psi per AWWA C900-97/Factory Mutual (FM) 1612].

Pipe joints shall be made with integral bell and spigot pipe ends. The bell shall consist of an integral thickened wall section designed to be at least as strong as the pipe wall. The bell shall be supplied with factory glued rubber ring gasket that meets the requirements of ASTM F477.

Pipe using push-on joints shall be in strict accordance with AWWA C111 and ANSI A21.11. Push-on joints shall be made in strict accordance with manufacturer's instructions. Push-on joints shall conform to ASTM D3139 and gaskets shall conform to ASTM F477.

Lubricant, if required, shall be an inert, non-toxic, water soluble compound incapable of harboring, supporting, or culturing bacterial life.

- b. *Installation Requirements.* Excavation, drilling and boring shall be in accordance with Sections 7.5.0, 7.6.0, and 7.7.0 of Chapter 7. Bedding material for PVC force main shall be in accordance with Section 7.5.12 of Chapter 7. All PVC pipe shall be laid in accordance with the pipe manufacturer's published installation guide, the AWWA Manual M23 and the Uni-Bell Plastic Pipe Association installation recommendations. PVC pipe for below ground installation shall be supplied in nominal lengths no greater than 20 feet.

1. *Small PVC pressure piping.* (smaller than 4 inch nominal diameter), all threaded and solvent welded joints shall be made watertight in accordance with ASTM D2855, ASTM D2564, and AWWA Manual M23. All pipe cutting, threading, and jointing procedures for threaded and solvent welded PVC pipe joints shall be in accordance with pipe and fitting manufacturer's printed installation instructions.

Flanges for Schedule 80 PVC pipe shall be rated for a 150 psi working pressure with ANSI B16.1 dimensions and bolting pattern. Flanges shall be connected to PVC piping with either solvent welded or threaded joints in accordance with ASTM D2467 or ASTM 2464, respectively. At threaded joints between PVC and metal pipes, the metal side must contain the socket end and the PVC side the spigot.

Gaskets shall be neoprene, full faced type with a minimum thickness of 1/8 inch. Nuts and bolts shall be hexagonal with machine threads, manufactured of Type 316 stainless steel in accordance with ASTM A320, Class 2. Type 316 stainless steel flat washers w/lock washers shall be used against PVC flanges.

2. *Large PVC pressure piping.* (4 inch nominal diameter and greater), the bell and spigot joint shall be assembled in accordance with the pipe manufacturer's installation instructions, ASTM D2774, and AWWA Manual M23.

#### 4.2.2 Ductile Iron Pipe

- a. *Material Requirements.* All piping and fittings shall be new and unused, no refurbished piping or fittings shall be accepted. All ductile iron pipes shall be designed in accordance with the latest version of ANSI A21.50 and AWWA C150, and meeting the mechanical properties as specified in ANSI A21.51 and AWWA C151. Pipe shall have a minimum rated water working pressure of 150 psi and shall be furnished in laying lengths of 20 feet or less.

The minimum thickness class for underground pipe shall be Pressure Class 150. Flanged pipe shall have a minimum thickness of Class 50.

- b. *Coating and Linings.* Outside coating shall be an asphaltic coating with a minimum of 1 mil thick. Ductile iron pipe and fittings to be installed aboveground shall be furnished with a shop applied epoxy primer to a thickness of 5 mils and a top coat of epoxy to a minimum thickness of 15 mils, on the exterior. Ductile iron pipe shall be cement-mortar lined per ANSI/AWWA C104/A21.4.

- c. *Installation Requirements.*

- 1. Excavation, drilling and boring shall be in accordance with Sections 7.5.0, 7.6.0, and 7.7.0 of Chapter 7. Bedding shall be in accordance with Section 7.35.12 of Chapter 7. Ductile iron pipe and fittings shall be installed in accordance with the requirements of ANSI/AWWA C600 and AWWA Manual M41. Ductile iron pipe for below ground installation shall be supplied in nominal lengths no greater than 20 feet.
- 2. Cutting shall be done in accordance with approved methods stated in the Ductile Iron Pipe Research Association's "Installation Guide for Ductile Iron Pipe", leaving a smooth cut at right angles to the axis of the pipe. Cut ends and rough edges shall be ground smooth. For push-on or mechanical joints, cut pipe shall be beveled and de-burred.

#### 4.2.3 High Density Polyethylene (HDPE) Pipe

- a. *Material Requirements.* HDPE pipe shall be furnished in standard laying lengths not to exceed 50 feet and no shorter than 20 feet.
  - 1. *Small diameter piping:* HDPE piping smaller than 4 inch nominal diameter shall conform to AWWA C901 and ASTM D3035 and have minimal working pressure of 160 psi at 73.4 degrees meeting the requirements of SDR 11.
  - 2. *Large diameter piping:* HDPE piping for nominal diameters of 4 inches and larger shall conform to AWWA C906 and ASTM D3035 and have

minimal working pressure of 160 psi at 73.4 degrees meeting the requirements of SDR 11.

- b. *Installation Requirements.* HDPE shall be installed in accordance with the manufacturer's instructions. HDPE shall be installed either by open trench construction or directional bore method.
1. Excavation, drilling and boring shall be in accordance with Sections 7.5.0, 7.6.0, and 7.7.0 of Chapter 7. Bedding shall be in accordance with Section 7.5.12 of Chapter 7.
  2. The pipe shall be joined with butt, heat fusion joints as outlined in ASTM D2657 and conform to the Generic Butt Fusion Joining Procedure for Field Joining of Polyethylene Pipe, Technical Report TR-33/2005, published by the Plastic Pipe Institute (PPI).
  3. All transition from HDPE pipe to ductile iron pipe or PVC pipe shall be a molded flange connector adapter within a carbon steel back-up ring assembly. Ductile iron back-up rings shall mate with cast iron flanges per ANSI B16.1. A 316 stainless steel back-up ring shall mate with a 316 stainless steel flange per ANSI B16.1.

#### 4.2.4 Service Connections

- a. New service lines shall be 1 inch in size from the tap to the meter box location. Service piping shall be 1 inch HDPE conforming to ASTM-3035 or Schedule 80 PVC in accordance with ASTM D1785 with minimum working pressure of 160 psi.
- b. New service taps on water main shall have a minimum 7/8 inch (opening cut) in the saddle clamp. The saddle clamp shall be double strap, nylon saddle with stainless steel straps, with cc tap. Single strap clamps will not be accepted. New service taps shall be located no closer than 18 inches to the existing taps on the main.
- c. Corporation stop shall be 1 inch minimum, bronze with Mueller cc threads and compression joint outlet, or approved equal.
- d. Service lines shall have a minimum of 36 inch cover in the roadway areas and 36 inch cover in the ditches.



#### 4.2.5 Flushing and Disinfection

- a. Distribution and transmission system piping, valves, and appurtenances shall be totally flushed and cleaned prior to final acceptance. Flushing velocity shall be a minimum of 2.5 fps. All water generated during flushing shall be discharged or disposed of in a manner meeting all State and federal regulations.
- b. Prior to be placed into service, all potable water system piping, valve and appurtenances shall be chlorinated in accordance with AWWA C651. All potable water piping, fitting, valves, and appurtenances shall be disinfected with a chlorine solution with a sufficient concentration such that the initial chlorine concentration in the water line shall be a minimum of 50 mg/l available chlorine, at any point in the line.
- c. Chlorine used for the purpose of disinfection shall be high test granular calcium hypochlorite which contains approximately 65 to 70 percent available chlorine by weight. Water service lines shall be disinfected in a similar manner as that for water mains. Chlorine solution shall remain in the water lines for no less than 24 hours, unless directed by the engineer. After 24 hours, the free residual chlorine concentration in the water line at the pipe extremities shall be at least 10 mg/l. If not, the water line shall be re-disinfected.

#### 4.3.0 Sewer Force Main Distribution

##### 4.3.1 Polyvinyl Chloride (PVC) Pipe

- a. *Material Requirements.* PVC pressure piping for sewer force main shall have nominal diameters of 4 inches or greater and shall conform to the requirements of the Nation Institute of Standards and Technology (NIST) PS 22-70, with Standard Dimensional Ratio of DR-18 for both the barrel and bell, and shall be pressure rated at 100. PVC pressure pipe shall be of the bell and ring type integral bell or gasket coupling conforming to the requirements of AWWA C905.

Pipe joints shall be made with integral bell and spigot pipe ends. The bell shall consist of an integral thickened wall section designed to be at least as strong as the pipe wall. The bell shall be supplied with factory glued rubber ring gasket that meets the requirements of ASTM F477.

- b. *Installation Requirements.* Excavation, drilling and boring shall be in accordance with Section s 7.3.0, 7.4.0, and 7.5.0 of Chapter 7. Bedding material for PVC force main shall be in accordance with Section 7.3.12 of Chapter 7. All PVC pipe shall be laid in accordance with the pipe

manufacturer's published installation guide, the AWWA Manual M23 and the Uni-Bell Plastic Pipe Association installation recommendations.

The bell and spigot joint shall be assembled in accordance with the pipe manufacturer's installation instructions, ASTM D2774, and AWWA Manual M23.

#### 4.3.2 Ductile Iron Pipe

- a. *Material Requirements.* All piping and fittings shall be new and unused, no refurbished piping or fittings will be accepted. All ductile iron pipes shall be designed in accordance with the latest version of ANSI A21.50 and AWWA C150, and meeting the mechanical properties as specified in ANSI A21.51 and AWWA C151. Pipe shall have a minimum rated water working pressure of 150 psi and shall be furnished in laying lengths of 20 feet or less.

The minimum thickness class for underground pipe shall be Pressure Class 150. Flanged pipe shall have a minimum thickness of Class 50.

b. *Coating and Lining.*

1. For sanitary sewer applications, line the interior surface of all ductile iron pipe and fittings to a minimum thickness of 40 mils (DFT) with a high solids (97% minimum) coal-tar free ceramic epoxy.
2. For buried applications, coat the exterior surface of all buried fittings with a 1.0 mil thick asphaltic coating in accordance with ANSI A21.51.
3. For exposed or above-ground applications, coat the exterior surface with an epoxy primer to a thickness of 5 mils and apply a top coat of epoxy to a minimum thickness of 15 mils.

c. *Installation Requirements.*

1. Excavation, drilling and boring shall be in accordance with Sections 7.5.0, 7.6.0, and 7.7.0 of Chapter 7. Bedding shall be in accordance with Section 7.5.12 of Chapter 7. Ductile iron pipe and fittings shall be installed in accordance with the requirements of ANSI/AWWA C600 and AWWA Manual M41. Ductile iron pipe for below ground installation shall be supplied in nominal lengths no greater than 20 feet.
2. Cutting shall be done in accordance with approved methods stated in the Ductile Iron Pipe Research Association's "Installation Guide for Ductile Iron Pipe", leaving a smooth cut at right angles to the axis of the pipe. Cut ends and rough edges shall be ground smooth. For push-on or mechanical joints, cut pipe shall be beveled and de-burred.

3. Fittings for ductile iron pipe shall be flanged joint with a minimum working pressure of 150 psi. All ductile iron fittings shall be manufactured in accordance with ANSI/AWWA C110/A21.10 or C153/A21.53.

#### 4.3.3 High Density Polyethylene (HDPE) Pipe

- a. *Material Requirements.* HDPE pipe is an approved material for all 4 inch to 12 inch installation of sanitary sewer collection system components. HDPE pipe shall be manufactured using PE4710 resin and shall conform to the latest version of AWWA C906 and ASTM D3035 and have a minimal working pressure of 160 psi at 73.4 degrees meeting the requirements of DR 11.
- b. *Installation Requirements.*
  1. Excavation, drilling and boring shall be in accordance with Sections 7.5.0, 7.6.0, and 7.7.0 of Chapter 7. Bedding shall be in accordance with Section 7.5.12 of Chapter 7. HDPE shall be installed in accordance with the manufacturer's instructions. HDPE shall be installed either by open trench construction or directional bore method.
  2. The pipe shall be joined with butt, heat fusion joints as outlined in ASTM D2657 and conform to the Generic Butt Fusion Joining Procedure for Field Joining of Polyethylene Pipe, Technical Report TR-33/2005, published by the Plastic Pipe Institute (PPI).
  3. All transition from HDPE pipe to ductile iron or PVC shall be a molded flange connector adapter within a carbon steel back-up ring assembly. Ductile iron back-up rings shall mate with cast iron flanges per ANSI B16.1. A 316 stainless steel back-up ring shall mate with a 316 stainless steel flange per ASNI B16.1.

#### 4.4.0 Gravity Sewer Distribution

- 4.4.1 *Material Requirements.* PVC pipe is an approved material for 4 inch through 15 inch pipe installations, HDPE pipe is an approved material for 4 inch through 12 inch pipe installations, and Ductile Iron pipe is an approved material for 4 inches and larger pipe installations.
  - a. *Polyvinyl Chloride (PVC) Pipe.* All PVC sewer pipe shall be manufactured from extra strength polyvinyl chloride pipe conforming to ASTM D3034, and shall meet or exceed the requirements of ASTM D1784, Type 1, Grade 1 (12454-B). Standard PVC pipe for gravity sewer applications shall be DR-26. Thick-wall PVC for installation depths greater than 16 feet shall be C-900,

DR-18. PVC sewer pipe shall be supplied in nominal standard laying lengths no greater than 20 feet.

- b. *Ductile Iron Pipe.* All ductile iron pipes shall be designed in accordance with the latest version of ANSI/AWWA C150/A21.50 for a rated water working pressure which is adequate for the rated working pressure plus a surge allowance of 100 psi, using a 2-to-1 factor of safety on the sum of working pressure plus surge allowance. The minimum thickness class for underground pipe shall be Pressure Class 150. Ductile Iron pipe shall be manufactured in accordance with the latest revision of ANSI/AWWA C151/A21.51.
- c. *High Density Polyethylene (HDPE) Pipe.* All HDPE pipe shall be manufactured using PE4710 resin and shall conform to the latest version of AWWA C906. HDPE pipe for gravity sewer applications shall be iron pipe size (IPS) with a wall-thickness dimension ratio (DR) of 17, and a minimum pressure rating of 125 PSI.

4.4.2 *Installation Requirements.* PVC and HDPE gravity sewer lines shall be laid according to applicable portions of ASTM D2321. Ductile iron pipe shall be installed in accordance with the requirements of Section VII of the Handbook of Ductile Iron Pipes. The laying of the sewer pipe shall be commenced at the lowest point, with all bell ends upstream.

#### 4.5.0 Fittings

##### 4.5.1 Thrust Restraints and Blocks

- a. Restraining gaskets and/or mechanical thrust restraints shall be used to provide resistance to thrust forces generated in pressurized pipelines at all valves, bends, tees, reducers, and caps or plugs.
- b. When restrained joints are required for below ground installations, restrained joint pipe and/or mechanical joint restraints shall be provided. Except for PVC Push-on joint restraints, split-design mechanical thrust restraints shall only be considered for adding restraint to existing ductile iron and PVC pipes. Bolts and nuts for mechanically restrained joints shall be hot dipped galvanized, low alloy, high-strength steel. All-thread rods and associated washers and nuts for restrained joints shall be Type 304 Stainless Steel.
- c. All plugs, caps, tees, and bends of force lines shall be provided with thrust blocks, restraint joints, or other approved thrust restraint method.



#### 4.5.2 Flanged Fittings

- a. All distribution, collection and transmission pipe fittings for installation above ground shall be flanged joint type ductile iron fittings and shall be Class 125 per ANSI B16.1 with a minimum working pressure of 150 psi. All ductile iron fittings shall be manufactured in accordance with ANSI/AWWA C110/A21.10 or C153/A21.53.
- b. Flange gaskets shall be full-face, 1/8 inch thick, cloth-inserted rubber and shall be suitable for a water pressure of 150 psi at a temperature of 150°F.
- c. Bolts and nuts for flanges located indoors, in enclosed vaults, in structures, and outdoors aboveground shall be carbon steel, ASTM A307, Grade B. Bolts and nuts for buried and submerged flanges and flanges located below grade in open vaults and structures shall be Type 316 stainless steel conforming to ASTM A193, Grade B&M for bolts and ASTM A194, Grade 8M for nuts.

#### 4.5.3 Mechanical Fittings

- a. All distribution and transmission pipe fittings for installation below ground shall be mechanical joint type ductile iron fittings. All ductile iron fittings shall be manufactured in accordance with ANSI/AWWA C110/A21.10 or C153/A21.53. Materials assembly and bolting shall be in strict accordance with ANSI/AWWA C111 and ANSI/AWWA C153. Tee head bolts and nuts for mechanical joints shall be manufactured of CORTEN, high strength, low alloy, corrosion resistance steel.
- b. Rubber gasket joints for mechanical joint type ductile iron fitting shall conform to ANSI/AWWA C111/A21.11.

#### 4.5.4 Flexible Expansion Joints

- a. *Ductile Iron.* Flexible expansion joints manufactured of ductile iron shall conform to the material requirements of ASTM A536 and ANSI/AWWA C153/A21.53. Each flexible expansion joint shall be pressure tested against its own restraint to a minimum of 350 psi (250 psi for flexible expansion joints 2 inches in diameter or 30 inches in diameter and larger). A minimum 2:1 safety factor shall apply.

Each flexible expansion joint shall consist of an expansion joint designed and cast as an integral part of a ball and socket type flexible joint, having a minimum per ball deflection of 20°, 2 inches to 12 inches; 15°, 14 inches to 36 inches; 12°, 48 inches and 4 inch minimum exposure.

- b. *Rubber.* Rubber expansion joints shall be molded wide double arch design manufactured of neoprene rubber with polyester and steel reinforcement.

Neoprene body shall be supplied with a Hypalon coating. Joints shall be flanged suitable for 150 psi water working pressure in accordance with ANSI B16.1 dimensions and bolting patterns.

#### **4.6.0 Valves and Other Mechanical Components**

**4.6.1 General.** For potable water and reclaimed water source, all brass and bronze components shall be designed and manufactured in accordance with AWWA C800. Metal surfaces in contact with potable water shall be "lead free" and conform to NSF 372. A component that may come into contact with potable water shall meet both NSF 61 and 372.

#### **4.6.2 Gate Valves**

- a. Valves for distribution and transmission system pressure piping 4 inches and larger shall be cast iron or ductile iron body and bonnet, resilient wedge gate type valves with a water service pressure rating of 250 psi. All valves shall be manufactured to meet the requirements of AWWA C509 (cast iron) or AWWA C515 (ductile iron).
- b. The valve wedge shall be constructed of ductile iron and shall be fully encapsulated with a resilient EPDM rubber and provided with male type guides and polymer guide covers.
- c. Buried valves shall have non-rising stems and a 2 inch square operating nut. For valves 4 inches through 12 inches, the operating nut shall attach directly to the valve stem. For valves 14 inches and greater, the operating nut shall operate a spur gear or bevel gear actuator to open and close the gate. Valves shall open by turning counter-clockwise (left) with arrow cast in metal to indicate direction of opening.
- d. Valve stems shall be copper/bronze or manganese/bronze alloy and shall be sealed by at least three O-rings with two of the O-rings located above the thrust collar. The thrust collar shall have upper and lower thrust washers to reduce friction and minimize operating torque.
- e. All internal and external ferrous surfaces of the valve body and bonnet shall have fusion-bonded epoxy coating, complying with ANSI/AWWA C550. Epoxy coating for potable water system valves shall be certified to NSF/ANSI Standard 61/372.
- f. Each valve shall be tested to a hydrostatic pressure of 350 psi.

#### 4.6.3 Check Valves

- a. Check valves shall be the rubber flapper swing check type, designed to minimize slamming during the rapid reversal of flow in the piping system. All check valves shall fully comply with all provisions of AWWA C508 and shall be rated for a cold working pressure of 250 psi. All internal check valve components shall be capable of being replaced without removing the valve body from the piping system.
- b. The check valve shall be ductile iron meeting ASTM A536, Gr. 65-45-12. The check valve seating component shall be mounted at a 45-degree angle to the centerline of the pipe with a full flow opening equivalent to the pipe flow area. The valve disc shall be Buna-N rubber encapsulated steel disc flapper with a maximum swing opening angle (disk stroke) of 35-degrees. The check valve body exterior and interior shall be coated with fusion-bonded epoxy. For potable water applications, the interior epoxy surface in contact with water shall be NSF-61/372 approved. For sewage applications, all exposed bolts for mounting and maintenance shall be stainless steel.
- c. The check valve shall be equipped with a visual disk positing indicator.

#### 4.6.4 PVC Valves

- a. *Ball valves.* All PVC ball valves ½ inch through 4 inches in size shall be of one piece capsule type manufactured of Type 1, Grade 1 PVC. Ball valves shall be true union design with two-way blocking capability and shall have solvent welded socket or NPT threaded ends. Ball valves shall have Teflon seats with Viton backing cushions and Viton O-ring seals, and shall be designed for a 150 psi water working pressure at 120°F. Valves shall be supplied with ABS lever operating handles.
- b. *Ball check valves.* All PVC ball check valves ½ inch through 4 inches in size shall be of a solid thermoplastic construction manufactured of Type 1, Grade 1 PVC. Ball valves shall be true union design with solvent welded socket or NPT threaded ends. Ball check valves shall be furnished with a solid thermoplastic ball and stainless steel spring to assist ball in seating faster. Ball check valves shall have Teflon seats with Viton. The same seal shall function as both the ball seat and the union seal. The ball check valve shall be designed for a 150 psi water working pressure at 120°F.

#### 4.6.5 Corporation Stops

- a. Except for HDPE water mains, all water service taps shall be made using a brass or bronze quarter-turn ball-type valve at the connection to the main.

- b. For 1<sup>1</sup>/<sub>2</sub> inch or 2 inch services a 2 inch square operating nut shall be provided and installed with a valve box.
- c. For services on HDPE water mains, the corporation stop shall be an integrated valve contained within the electro-fusion tapping tee.

#### 4.6.6 Air Release Valves

- a. Combination air valves for sewage and effluent (non-public access reclaimed water) applications shall be specifically designed to operate with liquids carrying solid particles. The combination air valve shall be made with a composite body and select corrosion-resistant polymer and stainless steel internal operating parts. The combination air valve shall be rated for a working pressure range of 3 PSI to 150 PSI, with a test pressure rating of 250 PSI.
- b. Combination air valves for potable and reclaimed water (public access) applications shall be specifically designed to operate with clean liquids (no solid particles). The combination air valve shall be made with an epoxy-coated ductile iron body and select corrosion-resistant polymer and stainless steel internal operating parts. The combination air valve shall be rate for a working pressure range of -3 PSI to 285 PSI. All valves shall be NSF 61/372 approved for potable water applications.

#### 4.6.7 Valve Boxes

##### a. *Material Requirements.*

- 1. An adjustable two-piece screw-type asphalt-dipped cast iron valve box and heavy-duty drop-in lid rated for HS-25 loading shall be provided for all valves larger than 1 inch. Valve boxes in high traffic areas shall have a drop-in lid with an extra-deep 4 inch skirt.
- 2. All distribution and transmission system valves larger than 1 inch shall be installed with a two-piece adjustable cast iron valve box and lid. The castings shall be manufactured of clean, even grain, gray cast iron conforming to ASTM A48, Class 30B for Gray Iron Castings.
- 3. The valve boxes shall be coated inside and outside with an asphaltic coating prior to machining, so that the machined seating surfaces will be free of any coating.

##### b. *Installation Requirements.*

- 1. Valve boxes and lids shall be installed so as not to transmit shock or stress to the valve or pipe. Valve boxes will be centered on the operating nut and plumb with the finished surface.



2. For valves located in roadways that will be paved, the top of the valve boxes shall have a minimum of one foot of cover. After the roadway is paved, contractor shall raise valve boxes flush with pavement. The cut for raising the valve boxes shall be two feet square, the soil compacted to existing road standards, and the valve boxes encased in asphalt a minimum of six inches thick.
3. For valve boxes located in areas other than roadways, the valve boxes shall be flush with the existing terrain and encased in force concrete collars (3,000 psi), two feet square and six inches thick.

#### **4.7.0 Testing**

- 4.7.1 A pressure piping test shall be performed prior to final inspection. The testing shall be performed in the presence of the Inspector, and the Inspector shall be notified in accordance with Section 7.1.3 of Chapter VII.

#### **4.7.2 Water and Sewer Force Main Hydrostatic Testing**

- a. After the pipe is laid and flushed, the system shall be hydrostatically tested in accordance with AWWA Standard C600 for ductile iron pipe, AWWA Standard C605 for PVC pipes, and ASTM F2164 for HDPE piping. The Inspector is to be present during the examination.

#### **4.7.3 Gravity Sewer Low Pressure Testing**

- a. Generally, the sewers will be tested from manhole to manhole or from manhole to the end of the sewer if there is no manhole at the end. Service connections along the sewer main will be included in the testing.
- b. After the pipe is laid and flushed, the system shall be tested using a low-pressure air test in accordance with ASTM C924 for ductile iron piping and ASTM F1417 for PVC and HDPE piping.
- c. An infiltration/exfiltration test will only be allowed when site conditions and circumstances demonstrate that the test would evaluate the structural integrity of the system more effectively than the low-pressure examination. Department approval is required and the test procedure will be outlined by the Department. Maximum allowable infiltration/exfiltration shall be less than 100 gallons per day per inch diameter per pipe mile.

## **Chapter V**

### **Facility Construction Permits**

#### **5.1.0 General**

- 5.1.1 Any Authorized Holder who desires to construct or extend a Public Water System or a Public Sewage Disposal System shall first acquire a Facilities Construction Permit from the Department, except that the provisions of this Chapter shall not apply to Authorized Holders governed by an interlocal agreement (i.e. City of Tallahassee). An Authorized Holder who desires to replace or upgrade an existing system located within the Rights-of-way shall be required to obtain a Right-of-way Placement Permit in accordance with Chapter VI.
- 5.1.2 Routine Taps and Minor Maintenance Repairs on existing Public Water Systems and/or Public Sewage Disposal Systems shall be exempt from having to obtain a Facilities Construction Permit but shall be required to obtain a Right-of-way Placement Permit in accordance with Chapter VI when such work affects the Roadbed.
- 5.1.3 As used in this Chapter, the term *Minor Maintenance Repairs* shall mean any repairs to the well and/or associated appurtenances, and repairs to a wastewater treatment facility, or any repairs to the distribution/collection system involving three or less continuous joints of pipe.
- 5.1.4 As used in this Chapter, the term *Routine Taps* shall mean a normal service connection between a service customer and a readily accessible and adjacent water main or sewer main.

#### **5.2.0 Permitting Requirements**

- 5.2.1 An Authorization Holder who desires to construct a Public Water System or a Public Sewage Disposal System shall submit a letter to the Department requesting a Facility Construction Permit and must identify the project, location, and Utility, along with four (4) copies of the signed and sealed proposed construction Plans and the applicable fee.
- 5.2.2 The following data shall be submitted with the request;
- a. Demonstration that proposed work will be performed in Authorization Holder's Authorized Water or Sewer Service Area;
  - b. Legal descriptions of all properties upon which treatment facilities, wells, lift stations, pump stations, or other portions of the Water System or Sewage Disposal System will be located other than mains and lines;
  - c. Description of the facilities to be provided, including a construction schedule showing dates upon which the facilities will be constructed in each portion of the geographical area for which authorization is sought;

- d. Design Specifications of the Plans commensurate with generally accepted design standards and all technical reference manuals and publications listed in Chapters 62-600 and 62-555, Florida Administrative Code;
  - e. Completeness of the engineer's report commensurate with the scale of the project submitted;
  - f. Plans for the project approved by the engineer of the Utility Provider;
  - g. Source and storage capacity (new or existing systems);
  - h. Operator records and reports for the previous 12 months (if applicable);
  - i. Most recent chemical analysis (existing systems only);
  - j. Bacterial Analysis for the previous 12 months (existing systems only);
  - k. Certification of operators;
  - l. Chlorination system;
  - m. Utility corridors in accordance with Chapter VI of this document;
  - n. Capacity of the existing system lines;
  - o. Capacity of the existing treatment plant;
  - p. Parameters of operation with reference to Section 18-31 of the Leon County Code;
  - q. Metering devices;
  - r. Flood plain locations;
  - s. Areas of possible cross-connections;
  - t. Distance between the proposed treatment facility, lift station, pre-treatment facility and nearest residential or commercial structure;
  - u. Systems site plan and layout;
  - v. Well placement and the procurement of all State and federal Permits; and
  - w. Such other data as the County may deem appropriate.
- 5.2.3 Cooperatives with Water Systems and Sewage Disposal Systems regulated by FDEP (i.e. Talquin Electric Inc., and Talquin Water and Wastewater, Inc.) are exempt from providing the requested information in subparagraphs c., e., g., h., i., j., k., and l., in Section 5.2.2.
- 5.2.4 The Department shall actively review a completed Permit request within thirty (30) days and shall notify the applicant of approval or denial of the application. A Permit shall not be issued until all known deficiencies have been resolved.
- 5.2.5 Upon approval, the County shall issue a letter of authorization to the Authorization Holder along with the appropriate Permit. Special conditions may be set out in the letter of authorization.
- 5.2.6 When a hardship can be demonstrated by the applicant, the County may expedite review of the request for a Facility Construction Permit.
- 5.2.7 Prior to the commencement of construction, the Permittee shall obtain and deliver to the County a Performance Bond in an amount to be determined by the County and with a Surety approved by the County or other acceptable security which shall guarantee the completion of all construction and the payment for all labor and materials used in such construction. The County may waive the

requirement for a Performance Bond upon the receipt of other adequate assurance of the Permittee's ability to perform its obligations under the Facility Construction Permit.

- 5.2.8 The applicant, upon receiving the Facilities Construction Permit along with the approved plan, may proceed to construct the facility in accordance with the standards and Specifications outlined in Chapters IV and VII.
- 5.2.9 The Public Water System or Public Sewage Disposal System may be placed in operation after the completion of the construction as outlined in Chapter IV.
- 5.2.10 Approved plans will have an effective life of three (3) years or a life equal to the approved construction, whichever is less, following the approved date stamped on the approved Plans by the Department.
- 5.2.11 Time limit extensions to previously approved Plans may be allowed upon written request to the Department. If the Department determines that the extension does not adversely conflict with changes that have occurred within the Right-of-way within the three (3) previous years, and will not create an adverse impact on the community in relation to previous conditions agreed upon, the extension request will be granted for a period to be determined by the County Engineer.
- 5.2.12 Substantial Changes to the approved facilities construction Plans will be approved only after review and concurrence by the Department.
- 5.2.13 Within ninety (90) days following completion of any construction authorized by the County, the Permittee shall submit the following: a signed and sealed Record Drawings certifying that the system, as installed, is in substantial compliance with the approved application and meets or exceeds the minimum construction standards set forth in Section 18-31 of the Leon County Code and Chapter IV; a certificate of construction completion and clearance for public water system components issued by FDEP, if applicable; and an approval letter or confirmation of acceptance of the system by the Authorized Holder, if applicable.
- 5.2.14 The Performance Bond shall be released upon final inspection and approval by the County.



## **CHAPTER VI**

### **Right-of-way Placement Permit**

#### **6.1.0 Right-of-Way Placement License**

- 6.1.1 Any Person who desires to construct, maintain, repair, operate, or remove lines for transmission of water, sewage, gas, power, other public Utilities, and television under, on, over, across, or within the Rights-of-way shall first obtain a License. A License provides the ability to apply for a Permit, if applicable, and the ability to place or maintain utilities in the Rights-of-way.
- 6.1.2 Although the Florida Public Service Commission has regulatory authority over all Public Water Systems and Public Sewage Disposal Systems serving or proposing to serve over 100 persons, unless exempt from the jurisdiction of the Florida Public Service Commission, the County maintains authority to enforce reasonable rules or regulations regarding the placement, construction or maintenance of all facilities under, on, over, across, or within the Rights-of-way.
- 6.1.3 An Authorized Water or Sewer Service Area shall constitute such License.
- 6.1.4 A License to place Utilities within the Rights-of-Way must be submitted to the Department with the applicable fee.
- 6.1.5 By submitting the application, the applicant agrees to:
- a. Prevent the creation of any obstructions or conditions which are or may become dangerous to the traveling public;
  - b. Require the licensee to repair any damage or injury to the road or highway created during the installation of a Utility facility and to repair said road or highway promptly, restoring the same to a condition at least equal to that immediately prior to the infliction of such damage or injury; and
  - c. Hold the Board and its members, officers, agents, and employees thereof harmless from the payment of any compensation or damages resulting from the exercise of the privileges granted in any instrument creating such License.
- 6.1.6 The following information and documentation shall be submitted with the application for License to place Utilities within the Rights-of-Way:
- a. Contact information, including an emergency contact;
  - b. The type of Utility;
  - c. A copy of licensee's business registration issued by the State of Florida and any other licenses required by the Florida Public Service Commission, Florida Department of Business and Professional Regulations, or other State or federal agencies;
  - d. Proof of general liability insurance;

- e. A Performance Bond of no less than fifty thousand dollars (\$50,000), or other amount as determined by the County Engineer;
  - f. A brief history and background of licensee; and
  - g. If the Utility Provider is a pass-through Utility (does not serve Leon County residents), state to whom the Utility is to be intended to serve.
- 6.1.7 A licensee shall provide updated information to the County within thirty (30) days of any change in the information required to be submitted for this License.
- 6.1.8 Each licensee shall renew its License by October 1 of years ending in "1" or "6" (such as 2021, 2026, 2031, etc.) in accordance with the licensing requirements of Article IV, Chapter 16, Leon County Code. Failure to renew a License may result in the County restricting the issuance of additional Permits until the Utility Provider has complied with the License requirements of Article IV, Chapter 16, Leon County Code.
- 6.2.0 Registration**
- 6.2.1 Any Communications Services Provider, Wireless Infrastructure Provider, or Pass-through Provider that desires to place or maintain a Communications Facility, conduit, backhaul facility, or Utility Pole intended to support the Collocation of a Small Wireless Facility in the Public Rights-of-way shall first Register with the Department.
- 6.2.2 The following information and documentation shall be submitted with the application for Registration:
- a. The name of the applicant under which it will transact business in the County and, if different, in the State;
  - b. The name, address, electronic mail address, and telephone number of the applicant's primary contact person and the person to contact in case of an emergency;
  - c. A copy of the applicant's certificate of authorization, public convenience and necessity, or other similar certification or license(s) issued by the Florida Public Service Commission, the Florida Department of State, the Federal Communications Commission, or other federal authority; and
  - d. Proof of the applicant's insurance coverage as required pursuant to Section 16-111, Leon County Code.
- 6.2.3 A Registrant shall provide updated information to the County within thirty (30) days of any change in the information required to be submitted for this Registration.
- 6.2.4 Each Registrant shall renew its Registration by October 1 of years ending in "0" or "5" (such as 2020, 2025, 2030, etc.) in accordance with the registration requirements of Article IV, Chapter 16, Leon County Code. Failure to renew a

Registration may result in the County restricting the issuance of additional Permits until the provider has complied with the registration requirements of Article V, Chapter 16, Leon County Code.

#### **6.3.0 General**

- 6.3.1 Any Person who desires to place or maintain a Communications Facility within the Rights-of-way is required to obtain a Right-of-way Placement Permit in accordance with the procedures outlined in Article V, Chapter 16, Leon County Code. Chapter 6 shall apply to all Persons who desire to place or maintain a Communications Facility within the Rights-of-way, with the exception of Section 6.4.0.
- 6.3.2 Any Person who desires to construct or maintain any Utility lines within the Rights-of-way is required to obtain a Right-of-way Placement Permit in accordance with the procedures in this Chapter.
- 6.3.3 Any Person who desires to perform any work within the Rights-of-way, including but not limited to obtaining soil samples or constructing improvements, is required to obtain engineering approval from the Department, unless otherwise exempt by federal, State or local law.

#### **6.4.0 Right-of-way Placement Permit**

6.4.1 A Right-of-way Placement Permit is not required for:

- a. Repairs under emergency conditions, such as service failures or public hazards. An after-the-fact Permit application shall be submitted within seven (7) days following the repairs;
- b. Removal, relocation, or adjustments of a Utility in accordance with a project initiated by the County;
- c. Authorized Holders that have obtained a Facility Construction Permit;
- d. Any Person that has obtained a Driveway Connection Permit; or
- e. Any Person that has obtained engineering approval.

6.4.2 Plans submitted with the Right-of-way Placement Permit application shall include:

- a. The type of proposed facility, location of the proposed facility, and the dimensions and the height/depth;
- b. The existing site conditions;

- c. The distance between the proposed facility and nearby pavement, sidewalks, driveways, ramps, trees, underground Utilities and other above-grade and below-grade structures and Utilities;
- d. Sufficient specificity demonstrating compliance with the Florida Building Code, the Florida Department of Transportation's Manual of Minimum Standards, the Utility Accommodation Guide, and the National Electric Safety Code, as amended and as applicable;
- e. Attestation that the proposed facility is to be located within the Rights-of-way, except that if the County Engineer reasonably disagrees the Applicant shall submit a survey;
- f. Trees or landscaping to be removed or impacted.
  - 1. For a proposed tree removal of a protected tree within the Canopy Road Tree Protection Zones, provide additional information and documentation in accordance with Sections 10-4.206(b)(2) and 10-4.206(c)(1) of the Code of Laws.
  - 2. For a proposed tree removal of a protected tree outside of the Canopy Road Tree Protection Zone, provide additional information and documentation in accordance with Section 10-4.206(c)(1) of the Code of Laws.
- g. Description of the installation or construction, such as jack and bore, open cut, or trenching;
- h. Description of the type of material used for the pipes, casing, etc.
- i. Type of soils to be employed and information as to the backfill and compaction operation and type and method of final dressing and road restoration; and
- j. Additional information pursuant to Sections 16-201(c) and 16-302(d), as applicable.

6.4.3 Cross-sections, profiles, key maps, etc. shall be used as needed to provide the above required information.

#### **6.5.0 Coordination with Other Utilities**

6.5.1 The applicant is responsible for notifying all other Utility Providers or Persons located in the proposed construction area, list the Utility Providers notified on the application, and certify on the permit application that such Utility Providers have been notified in writing. Prior to construction, the Permittee is responsible for contacting Sunshine 811 and notifying the appropriate Utility Providers when construction will begin.

6.5.2 Notified Utility Providers and Persons must submit their objections to the proposed construction to the Department within seven (7) days following the date the application was submitted. To expedite the permitting procedure, the applicant may submit along with the application, signed letters of concurrence from the Utility Providers located in the proposed construction area. The seven (7) day waiting period may be waived by the Department upon receipt of all



appropriate signed letters of concurrence. If objections to the construction are received by the applicant, the objections shall be noted on the Permit application. All correspondence regarding the Permit or construction procedures will be handled directly by the Permittee or their agent.

#### **6.6.0 Proper Corridor for Placements**

- 6.6.1 Where reasonably possible, Utilities and Communications Facilities shall be placed in the corridors and at depths or heights established in Figures 6.1 and 6.2. Unless otherwise approved by the Department, minimum vertical clearance for underground Utilities will be in accordance with Figures 6.1 and 6.2. Minimum clearance for all aerial Utilities shall be eighteen (18) feet above the Road Surface.
- 6.6.2 Gas mains shall not be less than 36 inches below the top of the pavement or ditch bottom. When the 36 inch minimum depth cannot be obtained below a ditch bottom without causing technical transmission difficulties, a four (4) inch concrete slab or ditch liner which is two (2) feet wider than the diameter of the transmission line may be utilized; thus not requiring the 36 inch minimum depth. The gas main shall not be less than 18 inches below the concrete slab or liner.
- 6.6.3 Utility platform structures, such as terminals, transformers, and amplifiers, shall be placed within two (2) feet of the edge of the Right-of-way if possible. Variances from this standard must be approved by the Department.
- 6.6.4 All Plans accompanying a Permit application shall reflect the use of the appropriate corridors where possible. Approval by the Department shall be on a case-by-case basis when slopes or buffer areas are insufficient to accommodate the Utility in its appropriate corridor, if another Utility is already occupying the corridor, or if another circumstance exists to preclude the Utility from being located in the appropriate corridor.
- 6.6.5 Communications Facilities shall comply with the locational standards provided in Sections 16-203 and 16-304, Leon County Code.

#### **6.7.0 Existing Drainage Structures**

Drainage culverts, drain pipes, driveway culverts, or other facilities installed for drainage purposes shall not be cut, modified, or removed without obtaining approval from the Department. Drainage structures are sized and installed to accommodate a design flow rate. The placement of facilities should not decrease or otherwise impede the design flow capability of such structures.

#### **6.8.0 Removal and relocation of Facilities from the Right-of-Way**

6.8.1 All abandoned Utility transmission lines and any associated Utility appurtenances shall be removed from the Right-of-way and backfilled to specification, at the Utility's expense, upon the request of the Department.

6.8.2 All abandoned Communications Facilities shall be governed by Section 16-115, Leon County Code.

6.8.3 Removal or relocation of any Utility shall be governed by the provisions of Chapter 337, F.S., as amended, and applicable State or federal laws or regulations.

#### **6.9.0 Duration of the Right-of Way Placement Permit**

6.9.1 A Right-of Way Placement Permit for a Utility or a Communications Facility (other than the collocation of a Small Wireless Facility) shall remain effective for and construction must be completed within ninety (90) days. The Department may extend the expiration of the Permit for good cause. The work permitted by the Right-of-Way Placement Permit shall commence within sixty (60) days of issuance, unless a Permit extension request is submitted in writing fourteen (14) days prior to the expiration date and approved by the Department. Permits will also become void if the installation is not completed within thirty (30) days of commencement, unless this period is extended in writing by the Department.

6.9.2 A Right-of Way Placement Permit for a repurposed structure, as defined in Section 16-102, Leon County Code, or Utility Pole intended to support the collocation of small wireless facilities shall remain effective for and construction must be completed within one (1) year. The Department may extend the expiration of the Permit for good cause. A Permit extension request must be submitted in writing prior to the expiration date.

6.9.3 A Right-of Way Placement Permit for the collocation of a small wireless facility shall remain effective for and construction must be completed within one (1) year. The Department may extend the expiration of the Permit for good cause. A Permit extension request must be submitted in writing prior to the expiration date.

6.9.4 Permits shall not be granted for an indefinite period. If a Permit extension is not timely requested, the Permit shall be void and a new Permit application must be submitted.

#### **6.10.0 Performance Bond**

6.10.1 Prior to the Department issuing the Right-of Way Placement Permit, the applicant shall deliver to the County a Performance Bond as outlined in Chapter I of this document. Typically, the bond will be returned after final inspection and approval.

#### **6.11.0 Material Specifications and Construction Standards**

6.11.1 Minimum material standard and Specifications for the construction of Utilities within the Rights-of-way shall be in accordance with minimum standards and Specifications outlined in Chapter VI of this document.

6.11.2 The standards of construction, safety precautions, and road and site restoration shall be in accordance with minimum standards and Specifications outlined in Chapter VII of this document.

#### **6.12.0 Unauthorized Placement**

6.12.1 Any Person who places a Utility, or is in the process of placing a Utility, within the Rights-of-way without first acquiring a Right-of-way Placement License and/or Permit is in violation Section 16-81 and this Leon County ROW Manual and is not authorized to commence the placement of the Utility.

6.12.2 Any Person who is in possession of a Right-of-way Placement Permit, but fails to notify the Department in accordance with Section 7.1.3, is in violation of this Leon County ROW Manual, and is not authorized to commence the placement of the Utility.

#### **6.13.0 Enforcement**

6.13.1 The County, upon discovering an unauthorized placement of a Utility or the completed placement of a Utility is authorized to act in accordance with the enforcement policies and procedures set forth in Chapter I of this document.

#### **6.14.0 Permittee Liability**

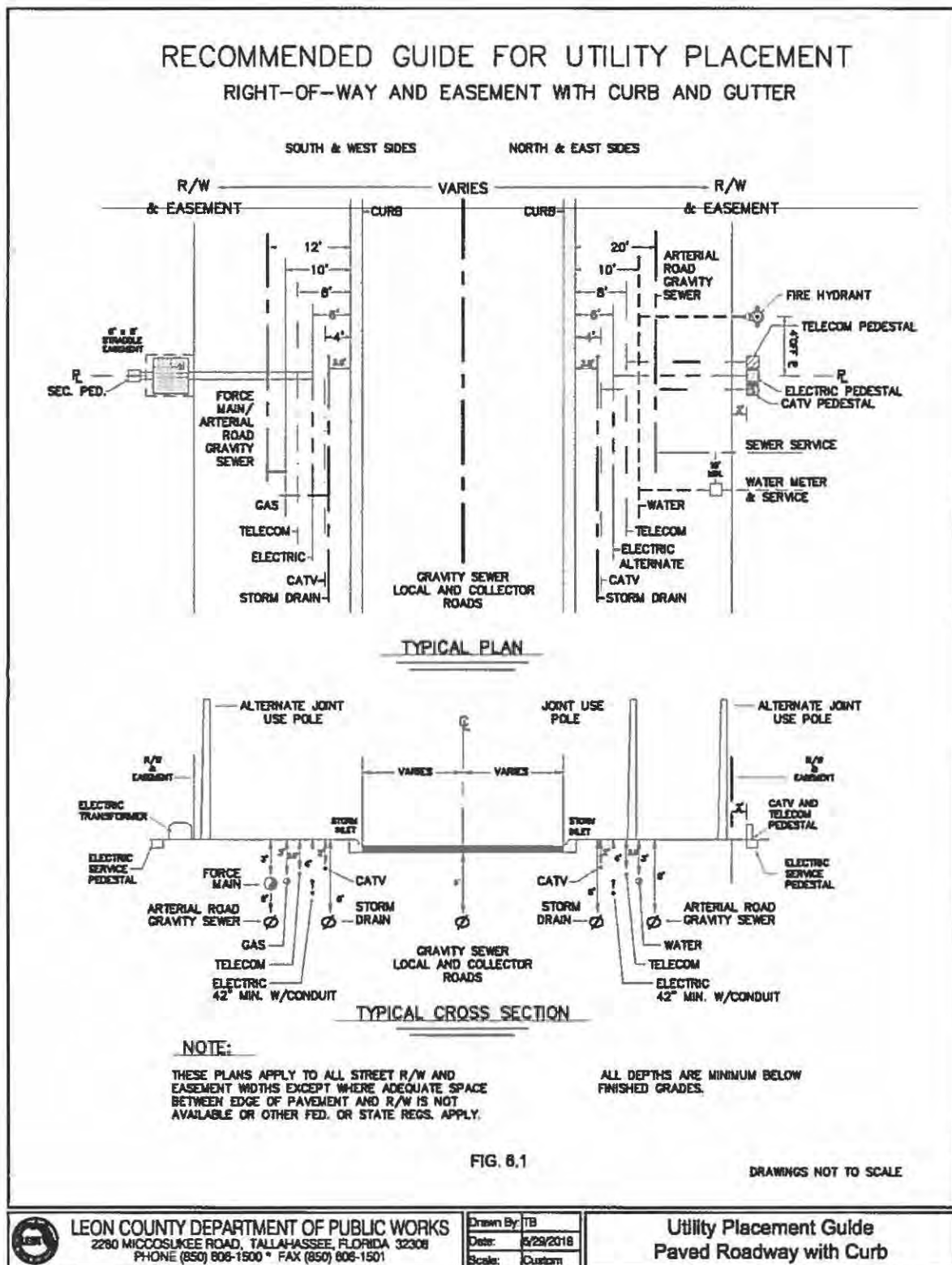
6.14.1 The Permittee is responsible for all construction and work performed within the Rights-of-way as determined by the Permit application and attachments during the actual placement and for one (1) year following the date of the final inspection and approval. The Permittee will typically hold a Performance Bond during the construction of the Utility.

6.14.2 Within one (1) year following the date of the final inspection and approval, the Inspector may require repairs due to inferior materials and/or workmanship. The Inspector shall notify the Permittee of the required repairs and arrange a time to inspect the work performed. The Permittee shall not be responsible for damages and/or creations created by other developers, contractors, or local residents.

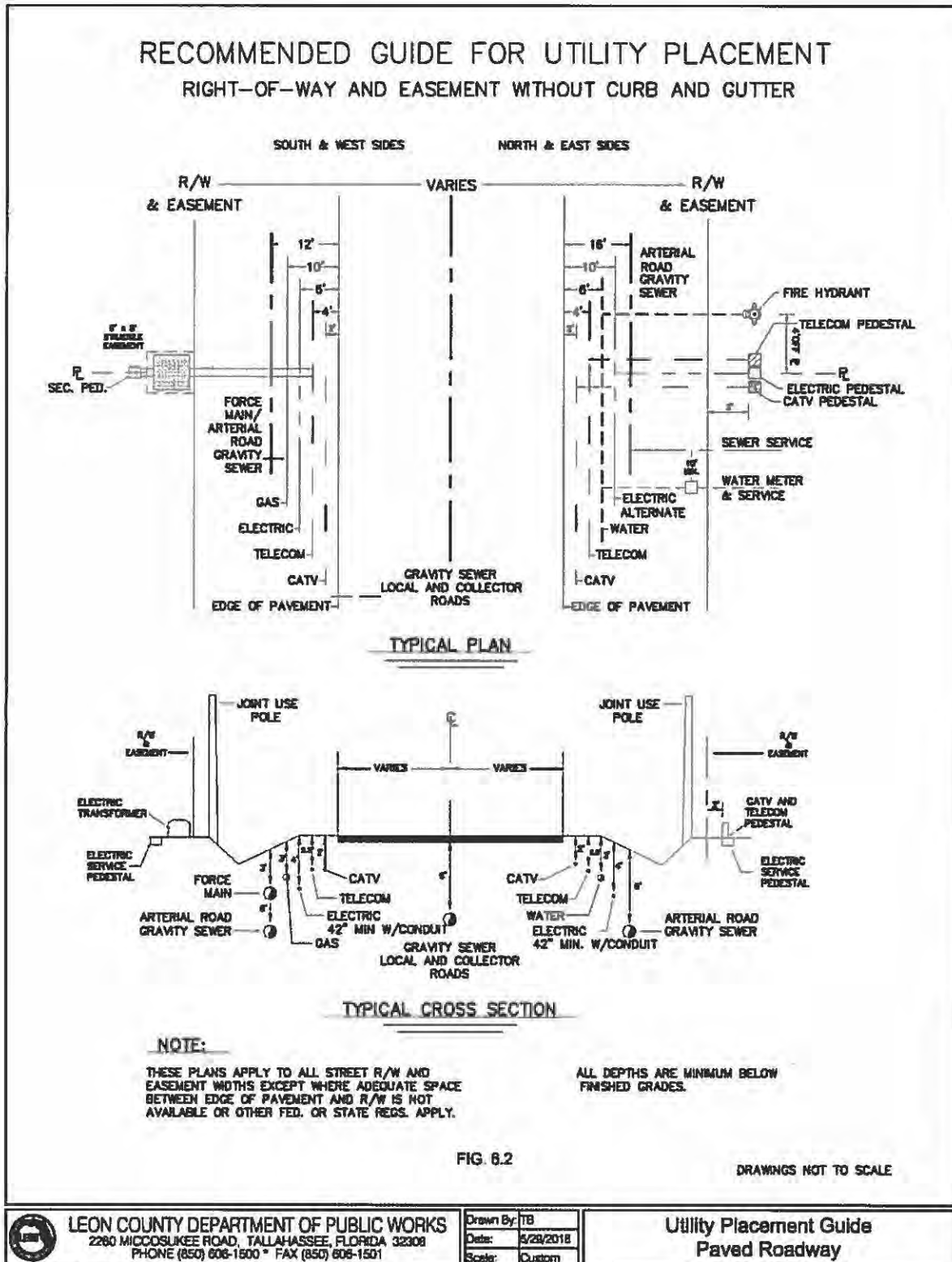
#### **6.15.0 Non-compliance with Placement Permit**

6.15.1 If upon being notified, the Permittee fails to perform Corrective Measures to address a deficiency, the Permittee shall be in non-compliance of the Right-of-way Placement Permit. The Permittee shall be required to post a Maintenance

Bond and retribute any and all cost that the County has incurred to restore the Right-of-way prior to securing another Right-of-way Placement Permit, as outlined in Chapter I of this document.







## **Chapter VII**

### **Construction Standards and Specifications**

#### **7.1.0 Construction Coordination with the Department**

The Permittee shall coordinate with the Department prior to performing any construction activities authorized in a Permit. The Permittee shall notify the Department, schedule a pre-construction conference and inspection, and notify the Inspector upon completion of the construction.

#### **7.1.1 Pre-Construction Notification**

The Permittee shall adhere to the following schedule when notifying the Department of the Permittee's desired time of construction beginning.

<u>Day</u>	<u>Minimum Prior Notification Time</u>
Tuesday-Saturday	24 hours
Sunday	48 hours
Monday	72 hours

#### **7.1.2 Pre-Construction Conference**

A pre-construction conference between the Department and the Permittee's contractor is required prior to construction. Pre-construction conferences will be held at a location specified by the County. These conferences are generally held to discuss plan alternatives, routes, substitutions of materials, and any other topics that might affect the quality, time of construction, and public health, safety, and welfare.

#### **7.1.3 Inspection**

- a. Prior to the commencement of the construction, the Inspector shall ensure that the construction personnel are in possession of approved Plans and Permit, discuss any matters concerning the project, and inspect the site. The Inspector may verbally approve the construction to begin and so note on the Plans if requested.
- b. The Permittee and the Inspector may schedule meetings throughout the pre-construction, construction, and post-construction phases of the project. If the Permittee is 1/2 hour or more late to the agreed upon time and place, the Permittee is required to contact the Inspector to schedule another meeting time. If the Inspector is 1/2 hour or more late to the agreed upon time, the Permittee may begin work without an inspection; however, the Permittee is

not relieved of the responsibility to comply with the Permit, Leon County Code, this Leon County ROW manual, or other State and local laws and regulations; and should subsequent inspections reveal deficiencies, the Permittee must correct the deficiencies immediately.

- c. During construction, the Inspector shall monitor the work for compliance with the approved Plans and Specifications. If a deviation or potential deviation is discovered that would require a Substantial Change, all work shall stop except for any Corrective Measures necessary to address the deficiency or to prevent a hazard to the public or any Utility or structure.
- d. The daily log maintained by the Department shall list the notification of construction; and the Permittee shall be bound by the entries made within this log.

#### 7.1.4 Field Changes to Plan

Substantial Changes to the Plans are only permitted after obtaining permission from the Department and the changes have been noted on the previously approved Plans and signed off by the Engineer of Record.

#### 7.1.5 The Project Supervisor

During construction, the Inspector shall monitor the work for compliance with the approved Plans and Specifications. Deficiencies found by the Inspector will be made known to the Project Supervisor. The Project Supervisor shall cause immediate corrections to be made. A Project Supervisor shall be present at all times during the actual construction.

#### 7.1.6 Completion of Construction

The Permittee shall notify the Inspector within one (1) day after the completion of the construction and restoration work and arrange to meet the Inspector at the work site. The Inspector shall inspect the project area and, if no further work is indicated at the time, shall note on the construction Plans that the final inspection has been completed. If either construction or restoration deficiencies are noted, the Inspector shall inform the Permittee and the Permittee shall immediately cause the deficiencies to be corrected and request a re-inspection. A repeat inspection fee may be charged.

#### 7.1.7 Project Completion

If, upon final inspection, the Department has determined that the work site has been restored to a condition equal to or better than that which existed immediately prior to construction, the Inspector shall notify the Permittee that no



further restoration action is required at the time and enter the project completion in the official log.

#### **7.2.0 Non-compliance with Facilities Construction Permit**

- 7.2.1 Should the Inspector determine that a deficiency in materials or workmanship exists, or Substantial Change from the approved Plans has occurred, the Corrective Measures necessary due to a deviation from the Plans, materials, or workmanship, shall be accomplished by the Permittee immediately upon notification by the Inspector. The Inspector may approve a Grace Period, for Corrective Measures to be completed if the Inspector determines that said deficiency does not place other Utilities, private property, or any structure in jeopardy, nor creates a hazard to the public.
- 7.2.2 A Grace Period shall not be approved when the Inspector determines that further construction of the facility will cause the required Corrective Measures to become more technically or financially impractical to complete at a later date than if the Corrective Measures were completed immediately.
- 7.2.3 The Inspector shall record the specifics of the deficiency or deviation and Grace Period in the Inspector's daily log and on the Department's and Permittee's set of approved Plans.
- 7.2.4 The Permittee assumes any and all liabilities created by the permitted construction and any deficiencies or deviations from the permitted construction.
- 7.2.5 Upon completion of the work to correct the deficiency, and/or at the end of the Grace Period, the Inspector shall review the site to determine if the deficiency has been corrected.
- 7.2.6 If the Inspector determines that the specified Corrective Measures have not been initiated or satisfactorily completed by the end of the Grace Period, the Permittee shall be deemed in non-compliance of the issued Permit. The Inspector shall notify the Department of such non-compliance.

#### **7.3.0 Non-compliance with Right-of-Way Placement Permit**

- 7.3.1 The Inspector shall monitor the permitted work for compliance according to the Permit application and attachments and for any conditions set forth by the County. If a deficiency or deviation from the Plans is found during construction or during the final inspection, the Inspector shall notify the Permittee or Project Supervisor of the deficiency, and the Permittee or Project Supervisor shall make Corrective Measures of the deficiency specified by the Inspector. It shall be recorded in the Inspector's daily log that the Permittee is not in compliance with the approved Plans and Specifications. A project shall not be considered

complete, and the Inspector shall not sign off on any project, until all deficiencies have been corrected.

- 7.3.2 If the Inspector determines that Corrective Measures are needed immediately to protect the County or private property, or for the protection of the public, the Inspector shall instruct the Permittee to complete the Corrective Measures immediately. If immediate Corrective Measures are not taken by the Permittee, and the state of construction is such that there is a danger or hardship to the public, the Inspector shall arrange for the completion of the Corrective Measures. The County may complete the Corrective Measures and call the Performance Bond. When the County completes the Corrective Measures, the cost incurred by the County to complete the Corrective Measures shall be reimbursed to the County from the Performance Bond proceeds.
- 7.3.3 If the Corrective Measures are not initiated within the time provided to perform the Corrective Measures, the County may complete the Corrective Measures and call the Performance Bond. When the County completes the Corrective Measures, the cost incurred by the County to complete the Corrective Measures shall be reimbursed to the County from the Performance Bond proceeds.
- 7.3.4 If, during the one year following the final inspection and approval, the Inspector finds that further work is required for reasons such as, but not limited to, erosion, backfill subsiding, inferior materials and/or workmanship, the Inspector shall determine the urgency of the Corrective Measure as specified in this Section and notify the Permittee accordingly. The Inspector shall arrange a time to inspect the Corrective Measures.
- 7.3.5 If the Corrective Measures are not completed satisfactorily by the Permittee, the Permittee shall be in non-compliance of the Permit. The County may complete the Corrective Measures and call the Performance Bond. When the County completes the Corrective Measures, the cost incurred by the County to complete the Corrective Measures shall be reimbursed to the County from the Performance Bond proceeds. The Permittee may be required to post a Maintenance Bond prior to the issuance of another Permit by the Department.

#### **7.4.0 Traffic Control**

##### **7.4.1 Public Safety**

- a. Safety devices and the detouring of traffic are utilized to prevent the creation of any obstruction or conditions which may become dangerous to the traveling public, pedestrians, and personnel working at the construction site. The devices are normally visual aids in the form of information, instructional, warning and prohibition signs, barricades, torches, use of flagmen and detour signs.

- b. Maintaining the continuous and safe control of traffic in the permitted work area is the responsibility of the Permittee. Do not maintain traffic over those portions where no work is to be accomplished or where construction operations will not affect existing roads. Do not obstruct or create a hazard to any traffic during the performance of work, and repair any damage to existing pavement open to traffic. Normal working hours within the County's right-of-ways shall be from 9:00 a.m. to 4:00 p.m., Monday through Friday to avoid conflicts with peak traffic flows. The Permittee may request a deviation from this schedule, which shall be considered by the Department on a case-by-case basis. An exception to the normal working hours will be made for emergency repairs. Failure to follow scheduled work hours may result in revocation of all issued Permits.

#### 7.4.2 Road and Lane Closure Request

Full road or lane closure request shall comply with Policy No. 17-1 – Public Notification of Road Closing.

#### 7.4.3 Initial Signs and Placements

- a. The appropriate above mentioned public safety devices (Section 7.4.1) shall be in place prior to the placement of material or equipment on a work site that would require such safety precautions.
- b. As work begins and progresses, signs and flagmen shall be placed, replaced, moved or taken down, accordingly, to provide maximum information and safe road conditions for the traveling public. The instruction set forth in the *Manual on Uniform Traffic Control Devices for Streets and Highways* by the U.S. Department of Transportation will be strictly adhered to as minimum requirements. The Permittee may voluntarily increase sign requirements as a situation warrants or the Inspector may direct additional signs or relocation of existing signs.
- c. The placement of signs for convenience to the Permittee and which are detrimental to the traveling public is prohibited.

#### 7.4.4 Detour Routes

- a. Detour routes may not be established where the public would be unreasonably inconvenienced as determined by the Department. Plans to detour traffic must be included in construction and Right-of-way Permit applications.
- b. The responsibility to place the necessary signs, flagmen, and other safety devices on approved detour routes is the same as for the work area.

#### 7.4.5 County Public Road Signs and Property

The Permittee shall be responsible for removal and replacement of any existing County road signs or property that interferes with the authorized construction operation. Any damaged property shall be replaced by the Permittee at the Permittee's expense. Damage to the paved surfaced shall be repaired to the satisfaction of the County, which may include milling and overlaying the full width of the Road Surface as determined by the Department.

#### 7.4.6 Aerial Utility Installation over Roadways

- a. When lines are being placed over traffic lanes, warning signs shall be placed at appropriate distances on each end of the work area. Flagmen will be posted to warn on-coming motorists during the entire crossing operation. After all conductors have been pulled in and secured, the bucket truck, flagmen, and warning signs will be removed from the roadway. Conductors will not be energized for any reason during construction.
- b. At no time will the road be open to traffic when over-head lines are less than eighteen (18) vertical feet from the Road Surface.
- c. Procedures for crossings of high voltage lines across major County roads when guard poles are needed will be approved by the Department on an individual basis.

#### 7.4.7 Use of Signs

- a. Street and highway construction and maintenance signs fall into three major categories: regulatory signs; warning signs; and guide signs. Many signs normally used elsewhere will find application for signing construction and maintenance operations.
- b. Construction and maintenance signs shall follow basic standards for all highway signs as to shape. Warning signs in construction area shall have a black legend on an orange background. Existing yellow warning signs already in place within these areas may remain in use. Color for other signs shall follow the standard for all highway signs. the use of striped (other than the standard border) or other geometric patterns or contrasting colors on or around any sign in an attempt to make it more conspicuous, distracts attention from the message and defeats the purpose of maintaining uniformity and simplicity of design. Such practice is contrary to standards and is accordingly disapproved. However, warning lights in conjunction with signs is permitted, so long as they do not interfere with a clear view of the sign face.
- c. After daylight hours, signs are to remain erected, but illuminated or reflectorized.



- d. Design and color of regulatory and warning signs shall be in conformance with the *Manual of Uniform Traffic Control Devices for Streets and Highways* published by the U.S. Department of Transportation.

#### **7.4.8 Drums, Barricades, and Other Commonly Used Signs**

- a. The design, color, and application of drums, barricades, and all other regulatory and information signs shall be in conformance with the *Manual of Uniform Traffic Control Devices for Streets and Highways* published by the U.S. Department of Transportation.
- b. The "ROAD CLOSED" sign shall be used where the roadway is closed to all traffic except contractor's equipment or officially authorized vehicles. The sign is to be erected at or near the center of the roadway on or above the appropriate barricade. The "ROAD CLOSED" sign shall not be used where traffic is maintained or where the actual closure is some distance beyond the sign.
- c. The "LOCAL TRAFFIC ONLY" sign should be used where through traffic must detour to avoid closing of the road or street some distance beyond, but where the road or street is open for traffic up to the point of closure. It shall carry the legend "ROAD CLOSED (10) MILES AHEAD--LOCAL TRAFFIC ONLY" or optionally for urban use, "STREET CLOSED TO THROUGH TRAFFIC," and shall be accompanied by the appropriate detour signing.

#### **7.5.0 Excavation-Pipe Installation-Backfilling**

##### **7.5.1 Clearing and Grubbing**

- a. Vegetation such as trees, shrubs, and grass, which interferes with construction, may be removed, except for certain trees and shrubs which are designated to remain undisturbed. Vegetation removal shall be minimized to the extent practicable. All shrubbery, ornamental trees, and other such plantings including those within construction areas shall be satisfactorily replaced before the final approval of construction. All areas disturbed during construction shall be restored to a condition equal to or better than that existing prior to beginning work. All clearing and grubbing shall be performed in accordance with Leon County's Environmental Management Act (Chapter 10, Article IV, Leon County Code).
- b. Trimming of branches or roots shall be limited to minimum clearance necessary, and accomplished by making clean, unbroken cuts. Wounds on limbs or roots ½ inch in diameter or greater shall be painted with a suitable protective compound. Tree impacts and any necessary mitigation shall be conducted consistent with applicable requirements outlined within the Tree

Protection Subdivision of the Environmental Management Act (Reference Sections 10-4.361 through 10-4.364, Leon County Code).

#### 7.5.2 Control of Water

- a. Control of ground water shall be such that softening of the trench floor or of visible water shall be prevented. Dewatering systems shall be designed and operated so as to prevent removal of natural soils. All water discharged from the site shall meet all State and federal regulations and proper permits shall be obtained by contractor and displayed onsite prior to discharge activates.
- b. Static water level shall be drawn down below bottom of excavation so as to maintain undisturbed state of natural soils and allow placement of backfill to required density. A dewatering system shall be installed and operated so that the ground water level adjacent to the excavation is not reduced to the extent which would damage or endanger nearby structures or property.
- c. Release of ground water to its static level shall be performed in a manner so as to maintain an undisturbed state of natural foundation soils, prevent disturbance of compacted fill or backfill, and prevent floatation or movement of all structures and pipelines.
- d. Deviation from these procedures shall only be allowed when a suitable alternative, approved by the Inspector, is used which will adequately address the problem.
- e. Dewater and dispose of water so as not to cause injury to the public or private property or to cause a nuisance or a menace to the public. The Contractor shall at all times have on hand sufficient pumping equipment and machinery in good working condition for all ordinary emergencies and shall have available at all times competent workmen for operation of pumping equipment. Dewatering systems shall not be shut down between shifts, on holidays or weekends, or during stoppages without written approval from the Department.

#### 7.5.3 Excavation

- a. All construction activities shall strictly adhere to the Occupational Safety and Health Administration ("OSHA"), Department of Labor regulations, 29 CFR Part 1926, for trenching and excavation.
- b. All excavated material retained for backfill shall be piled in a manner so as not to endanger the work or obstruct sidewalks, driveways, or drainage. Fire hydrants, valves boxes, Utility boxes and other Utility controls shall be unobstructed and assessable at all times during construction.

- c. Trenches shall be excavated to the required depth and to a width sufficient to provide the necessary working room only. If the trench is on or along a Roadbed, saw cut the pavement in a neat, straight line. Trench sides shall be vertical up to at least the mid-point of the horizontal pipe. Loose pavement materials must be removed from the immediate area, taking precautions not to mix with soils intended for backfill. If excavation is carried below what is required, the overcut depth shall be backfilled with suitable bedding material and compacted to 95% of maximum density. Voids of ample size shall be cut under and around all joints to assure that the barrel of the pipe rests uniformly and in continuous with the supporting ground for its entire length.
- d. The compaction of fill material for Utility trenches under improved areas shall be 100% of density, as measured by Standard Proctor.
- e. When rock is encountered, the excavation shall continue to a depth of at least six (6) inches below the required grade and backfilled to grade with six (6) inches of suitable fill.
- f. Where pipe laying ceases at the end of the day or for any cause, the end of the pipe shall be securely closed in order to prevent the entrance of water, mud, or any other objectionable matter.

#### 7.5.4 Sheeting and Bracing

- a. It is the responsibility of the Permittee and/or Engineer of Record to provide for support of the trench walls when needed.
- b. Where sheet pilings, shoring, sheeting, bracing or other supports are necessary to protect adjacent property or the work and necessary for safety of the workmen or the public, they shall be designed, furnished, maintained and removed by the Permittee or their designee.
- c. Design, planning, installation and removal of all sheeting, shoring, sheet piling and bracing shall be accomplished in a manner so as to maintain required trench or excavated section with an undisturbed state of soils at and below excavation bottom and must adhere to OSHA and Florida Trench Safety Act requirements.
- d. Movable trench boxes may be used and must comply with OSHA and Florida Trench Safety Act requirements.

#### 7.5.5 Pipe Laying and Jointing

- a. With the exception of the requirements specified in Chapter 6 for all water and sewer piping, the following standards for pipe laying shall be adhered to where applicable:

<u>Material</u>	<u>Standard</u>
Cast or Ductile Iron Pipe	ANSI/AWWA C600 (except testing and sterilization), AWWA Manual M41
PVC Pipe	ASTM D2321
HDPE Pipe	ASTM D2321

- b. Pipe shall be laid either on a prepared bed or undisturbed earth in bottom of trench shaped as required to fit pipe or upon a layer of properly placed bedding material.

#### 7.5.6 Unsuitable Material below Pipe Grade

- a. Unsuitable materials are soils exposed at the trench bottom of obtained from the Permittee's excavations that are compressible, expansive, contain extraneous rubble, offer uneven foundation support or have natural moisture content three percent or greater in excess of its optimum moisture content. Unsuitable materials/soils include, but are not limited to mulch, expansive clays, boulders, muck, rubble, any portion of trees or similar vegetation, wood or unyielding material such as rock.
- b. Whenever excavation exposes unsuitable materials, which in the opinion of the Inspector is unsuitable foundation to support the pipe, the material shall be removed to a depth necessary to reach material having adequate bearing capacity. The unsuitable material shall be replaced with 6 inch minimum of select backfill (Type "B", Section 7.3.9) up to the bottom of the pipe envelope.

#### 7.5.7 Placing Backfill

- a. After the pipe has been properly laid and inspected, suitable backfill (Type "B", Section 7.5.9) shall be carefully placed and compacted around the pipe up to the spring line of the pipe. Backfill materials shall be carefully placed in loose horizontal layers not exceeding six (6) inches in loose depth and equally on both sides of the pipe and shall be spaded, "walked in" and compacted to obtain a minimum density of 90% of maximum density as determined by ASTM D698 (Standard Proctor Density), except for depths ten (10) feet or less, where the minimum density allowed shall be 95% minimum density. When one layer is completed on both sides of the pipe, a second layer shall be started. Backfill materials shall not be obtained from trench walls.
- b. The Permittee may elect to place material in thicker lifts of no more than twelve (12) inches compacted thickness above the soil envelope if the Permittee can demonstrate with a successful test section that density can be achieved. The Permittee must notify the Inspector prior to beginning construction of the test section.



#### 7.5.8 Subsequent Backfill

- a. Above the level of the initial backfill, the trench shall be filled with material placed in accordance with one of the following Specifications: Florida Department of Transportation, Leon County, or Specifications by other overseeing authorities. In improved areas, or areas proposed to be improved, the Utility trench shall be backfilled with select backfill (Type "B", Section 7.5.9) only; and the surface of the trench shall be prepared to receive base construction.
- b. The compaction of fill material for Utility trenches under improved areas shall be 100% of density, as measured by Standard Proctor.
- c. In unimproved areas, and areas not proposed to be improved, the excavated top soils shall be used last in the backfill, and the surface of the trench restored to its original elevation and condition.
- d. The compaction of fill material for Utility trenches under unimproved areas shall be 95% of density, as measured by Standard Proctor, within the pipe envelope. The compaction of fill material for the remainder of the trench shall be compacted to firmness approximately equal to that of the soil adjacent to the pipe trench.

#### 7.5.9 Type "B" Material

- a. Type "B" material, per OSHA, 29 CFR 1926 Subpart P Appendix A, shall be a select granular material free from organic matter and of such a size and gradation that desired compaction can be readily attained. When tested in accordance with the latest ASTM D6913, it shall conform to the following requirements:
  1. Maximum size not to exceed three (3) inches.
  2. At least 95% shall pass through a one and one-half (1-1/2) inch sieve and not more than 10% shall pass through a No. 200 sieve.
  3. Uniformity Coefficient shall be six (6) or greater.
  4. Material shall have a sand equivalent of 35% or greater.
- b. Material may be clean, natural sand or gravel, imported quarry waste, select excavation or mixture thereof.

#### 7.5.10 Type "D" Material

Type "D" material shall be obtained from the contractor's excavations. Such backfill material shall be free of debris, deleterious materials, organic materials, and expansive soils, and shall contain no material larger than four (4) inches.

#### 7.5.11 Gravel Base

Gravel base shall be clean, washed, well-graded rounded gravel or crushed rock of one and one-half (1-1/2) inch maximum size and three-eighths (3/8) inch minimum size.

#### 7.5.12 Bedding Material

- a. Bedding material shall be three-fourths (3/4) inch nominal size coarse aggregate. When tested in accordance with latest ASTM D6913, it shall conform to the following gradation requirements:

Passing 1 inch sieve	100%
Passing 3/4 inch sieve	90-100%
Passing 3/8 inch sieve	20-55%
Passing No. 4 sieve	0-10%

- b. Bedding material for PVC force main shall be free from any rock, stone, or gravel larger than three-fourths (3/4) inch for a distance of twelve (12) inches from the pipe.
- c. Material shall be free from soft, laminated, or thin pieces.

#### 7.5.13 Backfill for Structures

Backfill for structures shall be compacted select sand backfill as specified above for a minimum distance of ten (10) feet from the outside wall of the structure or to undisturbed excavation wall if nearer.

#### 7.5.14 Use of Shrinkless Grout

In lieu of the use of backfill materials stated above, the County Engineer may require shrinkless grout if adequate coverage of pipe cannot be achieved.

In order to allow grasses and other natural cover to establish itself, the final six (6) inches of trench located off of the travelled surface of the right-of-way shall be filled with the excavated topsoils and shall be compacted.

#### 7.5.15 Compaction by Flooding

The Permittee may compact granular backfill materials above level of initial backfill materials above level of initial backfill by flooding provided he has secured prior approval from the Inspector for each location. When compaction by flooding is to be done, backfill materials shall be coarse grained gravel, gravel-sand or sand, free of clay, having not more than five percent by weight which passes a No. 100 U. S. standard sieve and no material which passes a No. 200 U. S. standard sieve. In addition, the character of soil through which trench passes shall be clay-gravel or gravel-sand-silt mixtures which possess permeability sufficient to result in flooding water being drained away in a reasonable time not to exceed three days. All tests required to determine if backfill material or soil adjacent to the trench is suitable for compaction by flooding shall be the sole responsibility of the Permittee.

#### 7.5.16 Disposal of Surplus Materials

The unauthorized disposal of surplus material on private property or with the Rights-of-way or easements is strictly prohibited. The Permittee shall indicate to the Inspector the area to be used for the disposal of surplus material and provide evidence of authorization to the Inspector showing that the Permittee has the right to use this area. If no area is available for this purpose, the County Landfill is to be used.

#### 7.5.17 Dust Control

Pursuant to Leon County Land Development Code, construction sites with land disturbance activity shall adhere to a dust control plan sufficient to prevent: off-site nuisance conditions; hazardous on-site conditions; and adverse impacts to stormwater runoff. Dust control plans shall follow standard best management practices. If the Inspector determines that dust has become a nuisance during the construction period, the Permittee shall employ additional measures as necessary to mitigate the condition.

### 7.6.0 Jack and Bore

The work shall include the installation of casing pipe by the method of boring and jacking as specified within this Section. The work shall include, but not limited to, boring and jacking pits, equipment, sheeting, steel casing pipe, casing spacers, coatings, location signs as required, and miscellaneous appurtenances to complete the entire work.

#### 7.6.1 Material Requirements

- a. **Steel Casing Pipe.** Steel casing shall conform to the requirements of ASTM A139 Grade B with minimum yield strength of 35,000 psi. Field and shop welds shall conform to American Welding Society (AWS) standard specifications. Field welds shall be complete penetration, single-bevel groove type joints. Welds shall be leak-proof, airtight, and continuous over the entire

circumference of the pipe and shall not increase the outside pipe diameter by more than three-fourths (3/4) inch.

- b. **Carrier Pipe.** All pressurized carrier pipes for jack and bore installations shall be restrained joint ductile iron pipe, and shall be lined and coated in accordance with Chapter IV Section 4.2.2 (b.) for water services or Section 4.3.2 (b.) for sewer services. Gravity sewers with bore lengths less than sixty (60) feet can be DR 26 PVC sewer pipe. Gravity sewers sixty (60) feet or greater in length must be restrained joint ductile iron pipe, lined for sanitary sewer application.
- c. **Casing Spacers.** Carrier pipes, inside of steel casing pipe shall be supported by casing spacers at no more than six and one-half (6.5) feet between spacers with double spacers on each end of the casing at a maximum of two (2) feet behind the bell. Each spacer shall be a minimum of eight (8) inches wide for twelve (12) inch diameter or less carrier pipes and a minimum of twelve (12) inches wide for sixteen (16) inch diameter or greater carrier pipes.

The spacer shall be manufactured of a minimum of 14-gauge Type 304 stainless steel. A minimum of three casing spacers per carrier pipe segment is required. Spacers on the spigot end shall be positioned at the line marking the insertion limit into the bell, such that the casing spacer is in contact with the bell face when the pipe is properly seated. Each spacer shall have a minimum of four runner supports manufactured of an ultra-high molecular weight polyethylene or glass reinforced polymer. The runner supports shall be of adequate height to position the carrier pipe in the center of the casing with a minimum top clearance of one and one-half (1.5) inches. All nuts, bolts and washers shall be Type 304 stainless and compatible with the respective Type 304 stainless steel shell and band.

- d. **Casing End Seals.**
  - 1. **Mechanical link-type casing end seal:** Shall be interlinked rubber sealing elements that are compressible to create a water-tight seal between the casing pipe and the carrier pipe. The seal shall be manufactured from EPDM rubber elements with composite compression plates and stainless-steel nuts and bolts.
  - 2. **Skirt-type casing end seal:** Shall be seamless rubber with stainless steel straps for securing the seal to the carrier pipe and the casing pipe. End seals shall be constructed of one-eighth (1/8) inch thick, specially compounded synthetic rubber with stainless steel banding straps.

## 7.6.2 Installation Requirements



- a. Pit Excavation. The construction shall not interrupt traffic on the roadway. The pit shall be no closer than four (4) feet from the edge of pavement or two (2) feet from a curb section, unless otherwise authorized by the Department. The pit shall also be excavated and backfilled in the manner described in Section 7.5.0 of this Chapter.
- b. Casing Pipe Installation. The installation of the casing pipe shall proceed from a pit excavated no closer than four (4) feet from the edge of the roadway, railroad, or other structure. Construction shall not interrupt traffic on the roadways or railroads. All horizontal and vertical locations of underground utilities shall be verified in the field. Maintain dry jacking and receiving pits and boreholes, free from groundwater infiltration or stormwater runoff. Dewatering through the casing pipe is not permitted.

Casing pipe shall be installed in accordance with approved jacking and boring methods. Install suitable reaction blocks for the jacking operation, as required. Jacking operations shall be continuous and precautions shall be taken to avoid interruptions that might restrict or prohibit the advancement of the casing pipe. Earth within the casing shall not be removed too close to the cutting edge in order to prevent the formation of void outside the casing. If voids are formed, they shall be satisfactorily filled with grout by pumping. Installation of the casing pipes shall be at a horizontal and vertical alignment that will allow installation of the carrier pipe.

The joining of sections of steel casing shall be field welded in accordance with applicable portions of AWWA C206 and AWS D7.0 for field welded pipe joints. The contractor shall wire brush the welded joints and paint with an approved material.

- c. Carrier Pipe Installation. All carrier pipes shall be installed with approved casing spacers meeting the requirements of Section 7.6.1 (c) of this Chapter. All casing spacers shall be installed in accordance with the manufacturer's recommendations.

#### **7.7.0 Directional Bore**

The contractor shall furnish and install underground pressure mains using the horizontal directional drilling (HDD) method of installation, or directional boring. The work shall include all drilling equipment, materials, piping, appurtenances, and labor for the complete and proper installation, testing, and placing into service of pressurized mains.

##### **7.7.1 Material Requirements**

- a. Drilling fluid shall be a gel-forming colloidal fluid consisting of at least 10% high-grade bentonite, which is totally inert and contains no environmental risk, or equal.

- b. Pressure Main Pipe shall be fusible HDPE or PVC pipe with ductile iron pipe size (DIPS) outside diameters (OD) in accordance with AWWA C906 or C900, respectively. The DR of the pipe shall be based on the pipe material, joint type, drilling rig specifications, and in-situ conditions, and shall be suitable to withstand the pull-back forces required for the directional drilling without permanent deformation in the pipe section or strength.
- c. 4 inch or greater HDPE pipe (AWWA C906), the maximum DR shall be DR11. For 4 inch through 12 inch PVC pipe (AWWA C900), the maximum DR shall be DR18.
- d. Fusible HDPE and PVC pipe for horizontal directional drilling applications shall be joined by means of zero leak-rate thermal butt-fusion welds. Joints shall provide axial pullout resistance. The bending radius shall not exceed 80% of the manufacturer's recommended maximum bending radius for the size and type of pipe.

#### 7.7.2 Installation Requirements

- a. Erosion and sedimentation control measures and on-site containers shall be installed to prevent drilling mud from spilling out of entry and/or exit pits. Drilling mud shall be disposed of off-site in accordance with local, State, and federal requirements and/or Permit conditions. No other chemicals or polymer surfactant shall be used in the drilling fluid without written consent of the County and after a determination is made that the chemicals to be added are not harmful or corrosive to the facility and are environmentally safe.
- b. Pilot Hole: Pilot hole shall be drilled on bore path with no deviations greater than 2% of depth over a length of 100-feet. In the event that pilot does deviate from bore path more than 2% of depth in 100-feet, the Contractor shall notify the County. The County may require the Contractor to pullback and re-drill from the location along bore path before the deviation.
- c. Reaming: Upon successful completion of pilot hole, the Contractor will ream borehole to a minimum of 25% greater than outside diameter of pipe using the appropriate tools. Contractor will not attempt to ream at one time more than the drilling equipment and mud system are designed to safely handle.
- d. Pullback: After successfully reaming borehole to the required diameter, Contractor shall put the pipe through the borehole. In front of the pipe shall be a swivel and barrel reamer to compact bore-hole walls. Once pullback operations have commenced, operations must continue without interruption until pipe is completely pulled into borehole. During pullback operations, the Contractor shall not apply more than the maximum safe pipe pull pressure at

any time. A break away head rated at the maximum safe pull pressure shall be utilized.

- e. The pipe entry area shall be graded to provide support for the pipe to allow free movement into the borehole. The pipe shall be guided in the borehole to avoid deformation of, or damage to, the pipe.
- f. If unexpected subsurface conditions are encountered during the bore, the procedure shall be stopped. The installation shall not continue until the County has been consulted.
- g. The pipe shall be pulled back through the borehole using the wet insertion construction technique. The pipe shall be installed full of water.
- h. The pipe shall be installed in a manner that does not cause upheaval, settlement, cracking, movement or distortion of surface features.
- i. A boring log shall be kept with horizontal and vertical location every 10 feet. The horizontal location of the bore shall be marked in the field during the bore. The Surveyor shall locate these marks and include this information with the bore depths in the Record Drawings. The Surveyor may make a note on the drawing page containing the directional drill and provide an exception for the directional drill only, as the directional drill route cannot be uncovered and physically located.
- j. The pipe shall be installed at a depth of no more than fifteen (15) feet below pavement, as measured from the top of pipe.

#### **7.8.0 Casings**

7.8.1 Casings are required for underground crossings of utilities where the carrier conduit is on insufficient strength due to composition or cover or such that it cannot reasonably be jacked.

7.8.2 When casing is used for transporting flammable gasses or fluids, the casing should extend to the top of the slope and be vented at the outside of the right-of-way line.

#### **7.9.0 Codes and Standards**

The latest edition of the established standards of the following organizations shall be followed as if they were fully written herein and constitute a part of the specification requirements, except where otherwise specified:

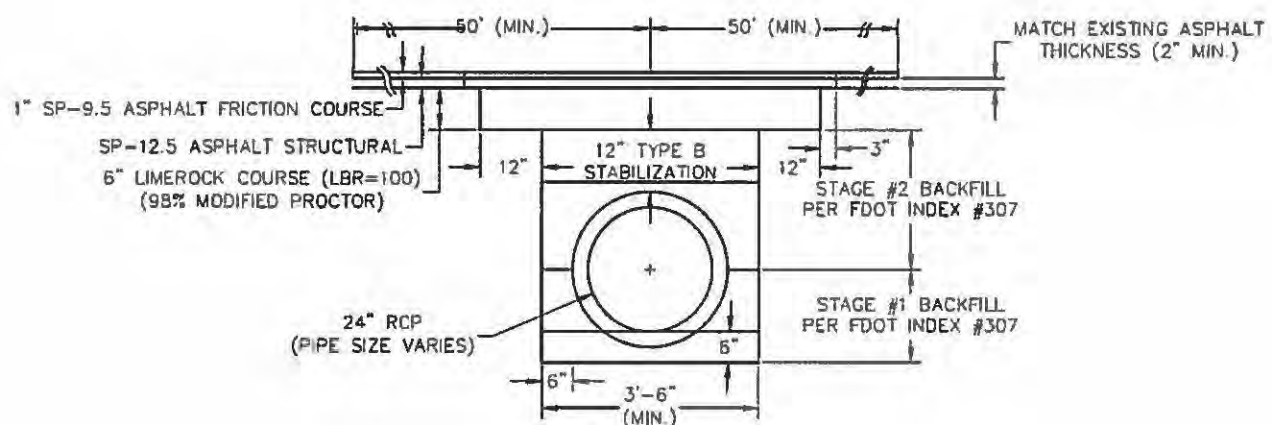
- a. National Fire Protection Association - "National Electrical Code".

- b. Occupational Safety and Health Administration - "O.S.H.A."
- c. Appropriate Leon County Ordinances, Policies, Rules, and Regulations.

## 7.10.0 Road Restoration

### 7.10.1 General

- a. Restoration of pavement cuts will be handled in the following manner (Refer to Figures 7.1 for details).
- b. Full road width paving is required when a cut is made in a paved road for more than 50 linear feet. The area beginning 50 feet before the cut and 0 feet beyond the cut must be paved the full width of the existing pavement with a minimum of one inch of Type SP-9.5 asphalt in addition to normal patching.
- c. Full road width paving shall also be required when multiple lateral cuts are made on a section of road and it is determined by the Department that the number of cuts and closeness of cuts accumulated and/or proposed severely reduce the structural integrity of the Road Surface or subgrade. Roads that have been resurfaced in the past 5 years shall be milled and overlaid 50 feet each side of the open cut/patch.
- d. Restoration of the road base is accomplished by placing 6 inches of 100 LBR limerock base, and compacted to 98% modified proctor. It is then capped with 2 inches of super paved asphalt. Edges of the cut must be tacked prior to asphalt placement.



**FIGURE 7.1 TRENCH CUT TYPICAL DETAILS**

N.T.S.



### **7.11.0 Surface Preparation**

Prepare the surface by cutting back the pavement 12 inches on both sides of the trench to a total depth of 6 inches, exposing the road base. Immediately remove all loose materials, storing them away from the work area. The cut is made with tools approved by the Inspector.

### **7.12.0 Asphalt Patch**

7.12.1 It is important that the bonding surface is clean and free of all loose material so that the tack material seals properly. Before the asphalt can be placed, the bonding area must be uniformly tacked with RS-2 emulsified asphalt or other comparable materials approved by the Inspector. Rate of tack application is 0.10 gallons per square yard. The coat may be applied by hand methods using cloth materials such as mops or rags for linear cuts or longitudinal cuts of less than 50 linear feet. Pressure distribution must be used when cuts are more than 50 feet in length to prevent the tack materials from solidifying and losing adhesive characteristics prior to applying the asphalt. Normally, the patch material will be placed and compaction begun within 15 minutes after tacking.

7.12.2 All asphalt materials must arrive at the work site at 230° to 310° and not less than 205° prior to the compaction operation.

7.12.3 The patch job is complete when the appropriate patch material is placed back in one-inch compacted lifts, if using a small upright compactor, or two-inch compacted lifts, if using a layer type compactor, until the seams of the patched surface area are level with the existing pavement and the patch is crowned ¼ inch to prevent the patch from sinking below the existing pavement due to settling.

### **7.13.0 Manhole Openings and Other Appurtenances**

When a manhole, valve box, or other appurtenance is placed in a County right-of-way, it shall not be recessed or project more than ¼-inch above the finished pavement or restoration grade.

To restore a road cut around a manhole, cut the pavement back to subgrade 12 inches from the manhole or appurtenance leaving clean, even margins. Backfill the excavated area around the manhole riser and frame with compacted fill, sub-base, and road base material to match the typical road section. DO NOT USE CONCRETE COLLAR. Install matching asphalt mix patch to bring the final surface flush with the finished Road Surface.

7.13.1 Top slabs of manholes will not be located closer than one (1) foot beneath the surface of the road unless an acceptable alternative to secure the manhole structure is provided. Prior approval by the Department is required for an

exception to the one (1) foot rule. Overlays performed in the area of the manholes, valve boxes, etc. will require the advanced raising of these items in conjunction with the Utility Provider and the Department. Suitable riser ring inserts may be allowed upon approval by the Department.

#### **7.14.0 Unpaved Roads**

When unpaved roads or any portion of a right-of-way is cut, the cut area must be compacted back to obtain equal or greater density of the adjacent undisturbed soils.

The Permittee shall be responsible for and maintain the immediate completed restoration work for a period of one year from the date of final inspection. The Permittee shall not be responsible for damages or conditions created by a third party, except if caused by inferior work by the Permittee.

The area cut must be leveled and any soil evenly distributed. Seeding, sodding, and shrubbery procedures are found in Sections 7.16.0 through 7.20.0 of this Chapter.

- 7.14.1 The tops of manholes will not be located closer than one-foot beneath the surface of the road unless an acceptable alternative method which will secure the manhole structure is provided. Prior approval by the Department is required for an exception to the one-foot rule.

#### **7.15.0 Final Dressing**

- 7.15.1 Cleanup is an essential part of the work. As work progresses and is completed, the Permittee shall clean the site of all signs of operation. The cleanup shall be done as promptly as practical and shall not be left until the end of the construction period. The final inspection will not be complete until all areas are restored to original or better condition.

- 7.15.2 Included in cleanup is protection of road Shoulders, ditch banks, and other natural or artificial slopes subject to rapid erosion. Except where there is soil-cement riprap, this protection shall be by grassing and mulching. A sufficient stand of grass shall be obtained by sprigging, sodding or seeding over the entire work site.

#### **7.16.0 Grassing and Mulching**

When applicable, grassing and mulching of all disturbed areas shall begin immediately after construction is completed and before inspection. Any yards or parts of the Rights-of-way in front of private property which have a grass mat will be re-sodded with like sod, or to the satisfaction of the Inspector.

### **7.17.0 Sodding**

Immediately before sod is placed, an appropriate fertilizer shall be applied at the rate specified by the manufacturer to promote fast healthy growth. Fertilizer shall be applied consistent with the County's fertilizer requirements as outlined within Article 14 of the Land Development Code including presence of at least one person holding a current county-approved best management practices training certificate during fertilizer application. The sodded area shall be watered appropriately. Water shall be provided by the Permittee at his expense and whenever necessary to assure sustained growth and vitality.

### **7.18.0 Seeding**

All areas to be seeded shall be fertilized at the rate specified by the manufacturer to promote fast healthy growth and thoroughly worked into the soil. All seed and fertilizer used shall meet the requirements of the State Department of Agriculture and all applicable State laws. Fertilizer shall be applied consistent with the County's fertilizer requirements as outlined within Article 14 of the Land Development Code including presence of at least one person holding a current county-approved best management practices training certificate during fertilizer application.

Erosion prevention, repairs, replanting, reseeding, and re-sodding of the construction area shall be the responsibility of the Permittee until the soils and surface are stabilized.

### **7.19.0 Mulching**

Seeded area shall be uniformly mulched in a continuous blanket immediately following seeding at a rate of 1 ½ tons of hay or straw per acre. Hay with noxious seeds or plants is not acceptable. Decayed, moldy, or brittle hay is not acceptable. The thickness shall be adequate to hold the soil, but loose enough to favor the development of grass. Immediately following the mulch distribution, the mulch shall be anchored to the soil by means of a seed drill, disk harrow set to cut only slightly, or other suitable equipment which will secure the mulch and prevent loss or bunching by wind or rain. String lines placed at sufficient intervals is also acceptable.

On slopes where machinery cannot be used, mulch may be anchored in place by hand or spading, string lines, or non-metallic open weave fabric. Mulched areas shall be watered immediately after distribution and anchoring.

### **7.20.0 Hydro-Seeding**

7.20.1 Under this method, the seed, fertilizer, and mulch are mixed with water which produces a slurry. The slurry shall be distributed over the area to be seeded. The type of seed and fertilizer and the requirements for seed, fertilizer, and water as specified shall apply to this work. Fertilizer shall be applied consistent with the County's fertilizer requirements as outlined within Article 14 of the Land

Development Code including presence of at least one person holding a current county-approved best management practices training certificate during fertilizer application.

The equipment for mixing the slurry and for applying the slurry over the areas to be seeded shall be capable of applying uniform slurry over the entire area and shall meet the approval of the Inspector.

7.20.2 The mulch material shall be included in the slurry mixture and shall be applied at a rate of 1,000 pounds of mulch mixture per acre. Mulch material shall consist of wood cellulose fiber material especially prepared for this purpose. It shall be prepared in such a manner that it will contain no growth-inhibitors or germination-inhibiting factors and shall be dyed an appropriate color for readily determining the rate of spread by visual observation. The slurry shall be uniform and homogenous, forming a blotter like ground cover and impregnated uniformly with grass seed. Rainfall and water shall be able to percolate to the undersoil. Other types of mulch material may be used after review by the Engineer or Inspector.

7.20.3 The Permittee shall, at his expense, maintain the grassed areas in a satisfactory condition until the grass has reasonably sprouted and taken hold.

#### **7.21.0 Record Drawings**

7.21.1 Utility work performed in Rights-of-way shall not be accepted until certified Record Drawings are delivered to the Department and approved by the County Engineer. The delivered Plans will be certified by the Engineer of Record for accuracy of the installation in accordance with both the Plans and the required Specifications.

7.21.2 The Record Drawings shall be reflective of the actual details of the installation and include plan views descriptive of all fittings, valves, and appurtenances placed in the pipelines. This can usually be accomplished on a revised set of the original construction Plans. The Record Drawings shall be professionally drafted, and delivered on reproducible media, to a scale of not less than 1 inch = 50 feet. Linear pipeline dimensions shall be indicated for all piping branches, valves, appurtenances, or changes in size along the pipeline, from verifiable points of reference. Differing materials used shall be indicated. Changes in elevation information shall be recorded where such differs from typical installation details, such as recording significant changes in depth of cover.



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POLICIES, SPECIFICATIONS, AND PROCEDURES  
FOR THE CONSTRUCTION AND PLACEMENT  
OF UTILITIES IN LEON COUNTY, FLORIDA

Prepared by  
The Department of Public Works  
Division of Utilities

May 15, 1981

RETURN TO CHARLES W. FRA  
LEON COUNTY COURTHOUSE RM. 5

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## CHAPTER I

### INTRODUCTION, OVERVIEW, AND DEFINITIONS

#### SECTION 1.1.0. - Introduction and Purpose

- A. The purpose of this document is to outline the procedure any person, firm, corporation, utility, or governmental entity would need to follow to obtain a County authorized water and sewer service area and to construct, own, and operate, or expand a water or sewer system within the unincorporated area of Leon County pursuant to Leon County Ordinance 80-29. Also, this document and the policies promulgated by the Leon County Board of County Commissioners delineates procedures for other units of local government to acquire contiguous areas to the Water and Sewer Zone pursuant to Sanitary Sewer and Water Agreement(s) and Leon County Ordinance 80-29.
- B. In addition, this document outlines the procedures any person, firm, corporation, utility, or governmental entity would need to follow to obtain a facility construction permit or right-of-way placement permit.
- C. Also, this document outlines Leon County approved utility construction standards and minimum material specifications for the construction of water/sewer systems in the unincorporated area of Leon County and the construction and placement of utilities on Leon County rights-of-way.
- D. Finally, this document outlines Leon County policies in regard to enforcement, fees, and bonds required to construct or place utilities in Leon County rights-of-way pursuant to Leon County Ordinance 81-17.

#### SECTION 1.2.0. - Existing Policies and Procedures

The policies, procedures, and specifications outlined in this document supersede any previous policies, procedures, or guidelines for the construction or expansion of water or sewage disposal systems in the County Water and Sewer Zone, and for the construction or placement of utilities in the unincorporated area of Leon County.

#### SECTION 1.3.0. - Authorized Utility Service Areas

Any person, firm, corporation, utility, or governmental entity who desires to obtain an authorized area to construct, operate, or own a public water system or public

sewage disposal system within the unincorporated area of Leon County pursuant to Leon County Ordinance 80-29 is required to follow and perform those procedures outlined in Chapter II of this document or such other regulatory documents as may be agreed to between the County and other units of local government.

SECTION 1.4.0. - Regulatory Responsibilities Within City/County Water and Sewer Zones

The County shall regulate all non-City owned public water and sewer systems within the exterior boundaries of the City Water and Sewer Zone and all public water and sewer systems within the County Water and Sewer Zone. The City shall regulate all City-owned water and sewer systems within the City Water and Sewer Zone. Specific regulatory responsibilities and procedures pursuant to the City/County Agreement and County Ordinance 80-29 are outlined in Chapter III of this document.

SECTION 1.5.0. - Leon County Facility Construction Permits

Any person, firm, corporation, utility, or governmental entity who desires to obtain a Leon County Facility Construction Permit to construct or extend a public water or sewage disposal system within the Leon County Water and Sewer Zone is required to follow and conform to those procedures outlined in Chapters IV and VI of this document.

SECTION 1.6.0. - Leon County Right-of-Way Placement Permits

Any person, firm, corporation, utility, or governmental entity who owns and/or operates a utility in the unincorporated area of Leon County shall first obtain a Leon County Right-of-Way Placement License and Permit pursuant to Leon County Ordinance 81-17 and in accordance with those policies, procedures, and specifications outlined in Chapters V and VI of this document.

SECTION 1.7.0. - Minimum Material Standards and Specifications

Any person, firm, corporation, utility, or governmental entity who desires to obtain a permit to construct a public water or sewer facility in the Leon County Water and Sewer Zone or place a utility on any County rights-of-way is required to meet minimum material standards and specifications as outlined in Chapter VI of this document.

SECTION 1.8.0. - Construction Standards and Specifications

Any person, firm, corporation, utility, or governmental entity who has obtained a permit to construct a public



water or sewer facility in the Leon County Water and Sewer Zone or has obtained a permit to construct or place a utility on any County right-of-way is required to follow County approved construction standards outlined in Chapter VII of this document.

SECTION 1.9.0. - Definitions

<u>ANSI</u>	The American National Standards Institute.
<u>ASTM</u>	The American Society for Testing and Materials.
<u>Authorized Water/Sewer Service Area</u>	A legally described area located within the County Water and Sewer Zone in which there exists either an exclusive or nonexclusive sewer and/or water service agreement between a person, firm, corporation, utility, or governmental entity and Leon County for the rights and responsibility to deliver such service.
<u>AWWA</u>	The American Water Works Association.
<u>Board of County Commissioners (Board)</u>	The Leon County Board of County Commissioner Leon County, Florida.
<u>Casing</u>	Conduit placed in or under road surfaces for the purpose of supporting the grade design.
<u>City</u>	The City of Tallahassee, Florida.
<u>City Zone</u>	The initial City Water and Sewer Zone and contiguous area additions approved pursuant to the 1980 City-County Sanitary Sewer and Water Agreement, excluding all non-City owned water/sewer service areas located within the exterior boundaries of the City Zone.
<u>Corrective Measures</u>	A task or action required to correct a deficiency.
<u>County</u>	A political subdivision of the State of Florida known as "Leon County" and its governing body and staff representatives.
<u>Culvert</u>	Any structure not classified as a bridge or casing which provides an opening under the roadway.



<u>Default</u>	Conditions set forth in County Ordinance 80-29 which conveys to the County the right to enter upon the premises of a system; operate the system; possess, keep, and maintain all system records; and transfer the system to County ownership.
<u>Deficiency</u>	A deviation from County approved material specifications, construction standards, or a deviation from the approved plans.
<u>Department</u>	The Leon County Division of Utility Services Department of Public Works, and its representatives.
<u>Engineer</u>	A professional engineer registered in the State of Florida.
<u>Equipment</u>	The machinery, public safety devices, employee safety devices, support items, and supplies necessary for the acceptable completion of the task.
<u>Exclusive Authorized Service Area</u>	A defined geographical area of the Leon County Water and Sewer Zone which is provided water and/or sewage disposal service by one County approved system owner.
<u>Facility</u>	A public sewage disposal or water system.
<u>Facility Construction Permit</u>	A Leon County authorization to construct a public water or public sewer facility or to expand an existing facility.
<u>Facility Construction Permit Application</u>	The completed Leon County application form with the appropriate attachments submitted under the provisions of County Ordinance 80-29 and the policies of the Board of County Commissioners.
<u>FDER</u>	The Florida Department of Environmental Regulation.
<u>Grace Period</u>	A specified time established by the Inspector which will allow the permittee to delay the performance of corrective measures necessary to address deficiencies found in the permitted construction operation.
<u>Inspector</u>	An authorized representative of the County and the Department who acts within the scope of the duties assigned to ascertain that construction is according to the approved



Inspector  
(continued)

application and attachments, the conditions of the permit, and the safety and welfare of the public.

Leon County Water  
and Sewer Zone

The geographical area of Leon County except the City Water and Sewer Zone as outlined in the City/County Sanitary Sewer and Water Agreement.

Maintenance Bond

The financial guarantee of the completed water or sewer system construction or utility placement for a period of one year following the approval of the final inspection.

Minor Maintenance  
Repairs

Any repairs to the well and/or associated well site appurtenances, and repairs to a wastewater treatment facility, or any repairs to the distribution/collection system involving three or less continuous joints of pipe.

NSF

The National Sanitation Foundation.

Nonexclusive  
Authorized Service  
Area

A defined geographical area of the Leon County Water and Sewer Zone that may be supplied water and/or sewage disposal service by more than one person, firm, corporation, or governmental entity.

Performance Bond

The financial guaranteeing of work and conditions of the issued water or sewer facility construction permit or right-of-way placement permit.

Permittee

The utility owner or the authorized representative who has been empowered by the utility owner to bind the utility owner to the terms and conditions of the facility construction permit or right-of-way placement permit.

Plans

One or more drawings including reproductions thereof showing the location, character, dimensions, and details of the work to be accomplished, bearing the signature, date, and the relationship to the permittee of the person preparing the plans.

Potentially  
Hazardous Roads

A list of Leon County maintained roads which are determined by the Department of Public Works to be potentially hazardous to the traveling public, should the flow of traffic be hindered or impeded.

Potentially  
Hazardous Roads  
(continued)

The following criteria shall be used to designate a major County thoroughfare:

- (a) Legal Speed Limit;
- (b) Volume of Traffic;
- (c) Adverse Geographic Features.

The list shall be maintained and updated regularly by the Department of Public Works.

Project Supervisor

A person experienced in the type of work being performed and who has the authority to represent the permittee in a routine decision making capacity concerning the manner and method of carrying out the work authorized by the issued permit.



Public Sewage  
System

Any sewage disposal system serving more than eight (8) residential, commercial, or industrial units.

Public Water  
System

Any water system serving more than eight (8) residential, commercial, or industrial units.

Right-of-Way

All properties deeded or leased to the County, easements dedicated to the public County maintained roads, and any areas that shall become one of the above mentioned areas via recorded subdivisions dedicated to the County.

Right-of-Way  
Placement License  
Application

A completed Leon County application form with appropriate attachments submitted under the provisions of Florida Statute 125.42 and the policies of the Board of County Commissioners.

Right-of-Way  
Placement Permit  
Application

A completed Leon County application promulgated by Ordinance 81-17, and under the provisions of Leon County policies and procedures for the construction and placement of utilities.

Roadbed

That portion of the right-of-way occupied by the road surface and subgrade.

Road Surface

Surfaces of the thoroughfare, edge of pavement to edge of pavement, and the subgrade underneath.

Routine Service  
Drops and Taps

A normal service connection between a service customer and a readily accessible and adjacent utility pole, water main, sewer main, gas main, or utility service outlet.

Service Area  
Application

A completed Leon County Application form for a Water/Sewer Service Area with appropriate attachments submitted under the purview of County Ordinance 80-29, and County policies and procedures. The application is submitted after the pre-application is complete and the applicant has received written notification of approval of the conceptual plans.

Service Area  
Pre-Application

A completed Leon County pre-application form with the appropriate attachments submitted by any firm, utility, corporation, or governmental entity who desires to construct, own, or operate a water/sewer facility within a defined area of the



Service Area Pre-Application  
(Continued)

Leon County Water and Sewer Zone under the purview of County Ordinance 80-29 and County policies, specifications, and procedures. The pre-application procedure must be complete and be approved prior to the applicant submitting a Service Area Application.

Shoulders

That portion of the right-of-way outside the edges of the traveled way extending to the top of the front slopes. The shoulders may be either paved, as with sidewalks, or unpaved.

Sewage Collection System

Pipes, conduits, manholes, lift stations, and any other appurtenances or equipment used in the conveyance of wastewater.

Sewage Disposal System (Sewer Facility)

Any plant, system, facility, property, or pipes used in the conveyance or treatment of wastewater, excluding septic tank systems.

Specifications

The directions, provisions, casting work plans, and all stipulations contained in the plans or in the permit setting out or relating to the method and manner of performing work, or the quantities and qualities of materials and labor to be provided under the permit.

Substantial Change

A substantial deviation from the approved plans that may conflict with other utility structures; create a hazard to the public; does not conform to County specifications; or in the opinion of the Inspector, a plan deviation that warrants the review and approval of the Department.

Surety

The corporate body or individual which is bound by the performance bond with and for the permittee, or the permittee when cash deposit is the method of guaranteeing performance of work, adequacy of materials, safety, liability for debts, and liability for claims and compensation and damages.

System Owner

The person, firm, cooperative, company, or municipality, who has the Board of County Commissioners' written approval to construct, own, and operate a public water or sewage disposal system in the Leon County Water and Sewer Zone.



Total Estimated Cost  
of Construction  
(TECC)

The pre-determined total estimated cost of the project excluding those costs incurred from engineering, legal and land acquisition.

Utility

Person, firm, cooperative, company, corporation, or municipality using County right-of-way to collect, distribute, or transmit water, sewage, gas, electricity, telephone messages, or television signals.

Utility Corridor

A specific portion of Leon County right-of-way specifically provided for the placement of utility lines and appurtenances.

Water System  
(Water Facility)

Includes any plant, wells, pipes, tanks, reservoirs, systems, facilities, properties, valves, and meters used in the treatment and distribution of potable water.

Unincorporated Area

All areas of Leon County excluding the corporate limits of the City of Tallahassee.

## CHAPTER II

### AUTHORIZED UTILITY SERVICE AREAS

#### SECTION 2.1.0. - General

- 2.1.1. Any person, firm, corporation, utility, or governmental entity who desires to construct, operate, or own a public water system or public sewage disposal system shall first obtain a Leon County authorized service area by following the application procedure outlined in this chapter.
- 2.1.2. Any owner of an authorized water or sewer service area who desires to expand outside the authorized area shall first apply for and receive approval for an amended County authorized service area. The application procedure outlined in this chapter may be used for the purpose of amending an existing authorization service area.

#### SECTION 2.2.0. - Nature of Authorization

- 2.2.1. Such authorization shall be granted for such time as may be established by the County.
- 2.2.2. Such authorization shall normally grant to the public water or sewage disposal system owner the exclusive right within a specific geographical area to own, acquire, construct, operate, and maintain the system specified in the authorization.
- 2.2.3. The owner of such authorized system shall be required to serve upon request any owner, tenant, or occupant on any parcel of land within the authorized area which abuts upon a public easement or right-of-way wherein is constructed, or pursuant to the terms of the authorization will be constructed, a public water or sewage disposal system.
- 2.2.4. Such authorization may be made exclusive or nonexclusive upon such reasonable terms and conditions as are established by the County.
- 2.2.5. Acceptance by the owner of the authorization for the system from the County conveys to the County in the event of default by the owner as defined by Leon County Ordinance 80-29, the right to enter upon the premises, possess, keep and maintain all system records, operate the system, and perform such repairs and maintenance of the system as are necessary to provide the services required by the system. At such time as the County assumes the operation of the system, it shall become the owner of the system and thereafter shall receive all revenues from the system.



SECTION 2.3.0. - Application Procedure

- 2.3.1. Any person, firm, corporation, utility, or governmental entity who desires to construct, operate, or own a public water system or public sewage disposal system within the unincorporated area of Leon County, or who desires to amend an existing County authorized service area, shall first submit a pre-application.
- 2.3.2. The following data shall be submitted with the pre-application:
  - a. A boundary description on a copy of the Leon County Property Appraiser's map of the geographical area for which authorization to operate such system is sought.
  - b. A copy of the most recent assessment roll of the Leon County Property Appraiser showing the name, address, item number, and description of all property within the area for which authorization is sought.
  - c. Conceptual drawings indicating tentatively the system to be constructed, plant location, location of collection system, and any other general information that will determine when and where services will be supplied within the area described.
  - d. Information as to the proposed method of financing the public water or sewage disposal system for which authorization to construct or operate such system is sought.
- 2.3.3. Upon the Board receiving a completed pre-application with all pertinent data and the \$200 pre-application fee, the County will have 30 calendar days to schedule a public hearing.
- 2.3.4. All property owners listed on the tax rolls within the area for which authorization is sought shall be notified by the Department of such a pre-application and of the time and place set for the public hearing at least ten (10) days prior to the date of the hearing by mail. The post mark date shall be at least ten (10) days before such hearing.
- 2.3.5. The County shall provide the public notice of the hearing on the pre-application, which shall be published once each week for two (2) successive weeks in a newspaper of general circulation published in Leon County, the first publication to be no sooner than twenty (20) days prior to the hearing and in substantially the following form:



NOTICE IS HEREBY GIVEN THAT \_\_\_\_\_ has applied to the Board of County Commissioners of Leon County, Florida, for the authorization to operate a water/sewage disposal system, embracing the following described lands in Leon County, Florida, to-wit:

(Description of area by public road, street, or landmark) Said Board of County Commissioners will hold a public hearing at \_\_\_\_\_ o'clock \_\_\_\_\_ .m., on said application in the meeting room of the Board of County Commissioners of Leon County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and all persons affected or interested in such application are invited to be present at said time and place to voice their approval or disapproval of said application.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Chairman, Board of County Commissioners  
Leon County, Florida

- 2.3.6. Upon the completion of the pre-application procedure and the administration's approval of the conceptual plans, the applicant upon receiving written notice may proceed to submit an application for authorization to construct and operate a public water or sewage disposal system in the area for which a pre-application has been approved.
- 2.3.7. The applicant may submit the application for a "unit" or "phase" of the authorized service area in accordance with the conceptual plans, schedules, and section 3.3.9. below.
- 2.3.8. A separate application shall be submitted by the applicant for each additional "unit" or "phase" of the authorized service area in accordance with the conceptual plans, schedules, and section 2.3.9. below.
- 2.3.9. As a part of the application, the applicant shall be required to obtain a Leon County Facilities Construction Permit in accordance with the policies and procedures outlined in Chapter IV.
- 2.3.10. The following data shall be submitted with an application fee of \$150 plus \$2 per proposed tap.
  - a. Legal descriptions of all properties upon which treatment facilities, wells, lift stations, or other portions of the water or sewage disposal systems will be located other than mains and lines.



2.3.10 (continued)

- b. A description of the facilities to be provided, including a construction implementation schedule upon which the facilities will be constructed in each portion of the geographical area for which authorization is sought.
- c. A set of plans and specifications prepared under the direction and supervision of an engineer for the system to be built, together with a copy of the operating procedures for such systems (where applicable).
- d. A list of the proposed rates and fees to be charged to users of the system.
- e. An estimate of operating costs and revenues on an annual basis for the first three (3) years of operation.
- f. An estimate of the total capital requirements of the system and the amount of anticipated indebtedness, terms for the repayment of the indebtedness, and the security required thereafter.
- g. A completed Leon County Facilities Construction Permit Application and a completed FDER Construction Permit Application, if the application is for the construction of a biological wastewater treatment facility.
- h. Copies of any agreements between the system owner and other persons relating to the construction or operation of the system.
- i. Instruments of transfer in the event the system is to be transferred to the County at the end of the authorization period.
- j. Such other data as the County may deem appropriate.

2.3.11. Upon the County receiving all the required application information to the satisfaction of the County Administrator: the County shall process the Leon County Facilities Construction permit application following those procedures outlined in Chapter IV of this document.

2.3.12. When the County has determined that all areas of the authorization application and the Leon County facilities construction permit application have been satisfied, the applicant will be notified that the facilities construction permit will be issued upon the County receiving the appropriate performance bond, surety, and when applicable, the approval from FDER.

- 2.3.13. A letter of authorization to construct the system will be granted along with the appropriate permit. Special conditions may be set out in the letter of authorization.
- 2.3.14. When a hardship can be demonstrated by the applicant, the normal calendar for the Department to review the permit application may be amended by notifying the Public Works Administrator. If the Administrator concurs, the Department may be directed to immediately process the application.
- 2.3.15. The utility may be placed in operation after the completion of the construction as outlined in Chapter IV of this document.

SECTION 2.4.0. - Appeals

- 2.4.1. Any aggrieved person may appeal a decision by the County Administrator pursuant to this chapter as outlined in Section 5.B. of Leon County Ordinance 80-29.
- 2.4.2. The procedure for such appeals shall be as follows:
  - a. The aggrieved party shall in writing request an appeal to the Board of County Commissioners designating the specific activity of the County Administrator sought to be reviewed.
  - b. At least twenty (20) days notice of the time and place of such hearing shall be given. Each party at such hearing shall have the opportunity to present evidence, cross-examine witnesses and submit such information as they deem appropriate supporting their respective positions. Any party is entitled to be represented by an attorney at such hearing.
  - c. In lieu of hearing the appeal itself, the Board of County Commissioners may appoint a hearing examiner who shall promptly render to the Board written findings of fact and conclusions of law with regard to the issue presented.
  - d. Probative effect shall be given to evidence which would be admissible in civil proceedings in the Courts of this state, but in receiving such evidence, the exclusionary rules of evidence shall not be used to prevent the receipt of evidence having substantial probative effect.
  - e. When the appeal is heard by the Board of County Commissioners, the Board shall render its final order in writing within ninety (90) days of the final hearing or in the event that the matter was heard by a hearing examiner, the Board shall render its final order within forty-five (45) days of the receipt of the hearing examiner's findings of fact and conclusions of law.

- 2.4.3. An aggrieved party will be deemed to have exhausted his administrative remedies upon the rendition of the Board's final order.



### CHAPTER III

#### REGULATORY RESPONSIBILITIES WITHIN CITY/COUNTY WATER AND SEWER ZONES

##### SECTION 3.1.0. - Specific Responsibilities

- 3.1.1. The City shall be the management and regulatory agency for the City water and sanitary sewer service within the City Zone, and Leon County shall be the water and sewer management and regulatory agency for all public facilities located in the County Water and Sewer Zone including those non-City owned facilities located within the exterior boundaries of the City Zone.
- 3.1.2. Leon County Ordinance 80-29 and Leon County Policies, Specifications, and Procedures for the Construction and Placement of Utilities in Leon County, excluding Leon County right-of-way placement permits, shall not apply to the City within the City Zone. County policies, specifications, and procedures for the permitting and placement of utilities on County rights-of-way do apply to the City within the City Zone.
- 3.1.3. The City of Tallahassee shall not be required to obtain a Facilities Construction Permit on expansions to City systems within authorized service areas located within the County Zone.
- 3.1.4. Leon County Ordinance 80-29; Leon County Policies, Specifications, and Procedures for the Construction and Placement of Utilities in Leon County; and the City/County Sanitary Sewer and Water Agreement shall apply to all non-City owned public water and sewage disposal facilities located within the exterior boundary of the City Zone.
- 3.1.5. Leon County Ordinance 80-29 and Leon County Policies, Specifications, and Procedures for the Construction and Placement of Utilities in Leon County shall apply to all public water and sewage disposal facilities located in the County Water and Sewer Zone.
- 3.1.6. A City application to acquire a Leon County authorized service area in the County Water and Sewer Zone shall conform to all applicable Leon County policies, specifications and procedures; Leon County Ordinance 80-29; and the City/County Sanitary Sewer and Water Agreement.
- 3.1.7. Expansions of water or sewer systems within County approved water or sewer service areas located within the exterior boundary of the City Zone will be in accordance with the County Ordinance 80-29 and the City/County Sanitary Sewer and Water Agreement.



- 3.1.8. Expansions of County approved water or sewer service areas outside the City Zone will be in accordance with County Ordinance 80-29.
- 3.1.9. Expansions of the City Zone into the County Water and Sewer Zone shall be in accordance with the City/County Sanitary Sewer and Water Agreement and all applicable portions of County Ordinance 80-29.
- 3.1.10. Expansions of the County Zone into the City Water and Sewer Zone shall be in accordance with the City/County Sanitary Sewer and Water Agreement and all applicable portions of the City Code.

**SECTION 3.2.0. - Sewer and Water Zone Expansion Procedures**

- 3.2.1. A completed Contiguous Area Application shall contain the following information:
  - a. A Boundary description on a copy of the Leon County Property Appraiser's map of the geographical area for which authorization to operate such system is sought.
  - b. Conceptual drawings indicating:
    - (1) The system to be constructed;
    - (2) Plant location;
    - (3) Collection or distribution system details;
    - (4) Implementation schedule; and
    - (5) Any other general information that will determine when and where services will be supplied within the area described.
  - c. Information as to the proposed method of financing the system.
  - d. An application fee of \$350 plus \$2 per proposed tap.
- 3.2.2. The application will be delivered to the County Administrator.
- 3.2.3. When the application is determined to be complete by the Department, the Board of County Commissioners shall approve or deny the request within thirty (30) days of receipt of the completed application.
- 3.2.4. Approved applications will be processed by the Department and the applicant notified as to the approval.
- 3.2.5. If the applicant desires, the application may be delivered to the Department for review, comments, modifications,

and recommendations prior to the application being submitted to the County Administrator. At which time, the Board of County Commissioners shall approve or deny the request within thirty (30) days of receipt of the application.

- 3.2.6. Upon written certification by the City Engineer that the water and sewer system is substantially complete in accordance with the application for authorization and submission of as-built drawings, it shall become a part of the City Water and Sewer Zone.

## CHAPTER IV

### LEON COUNTY FACILITIES CONSTRUCTION PERMITS

#### SECTION 4.1.0. - General

- 4.1.1. Any person, firm, corporation, utility, or governmental entity who desires to construct a public water system or a public sewage collection system in the Leon County Water and Sewer Zone shall first acquire a Leon County Facilities Construction Permit from the Department.
- 4.1.2. The possession of a valid Leon County Facilities Construction Permit authorizes the construction of a public water system and/or a public sewage collection system or the expansion of a previously permitted and constructed public water system and/or public sewage collection system, and the placement of such facilities on County rights-of-way. A Right-of-Way Placement License may be a part of a Facilities Construction Permit.
- 4.1.3. Routine taps and minor maintenance repairs on existing water systems or sewage collection systems shall be exempt from having to obtain the Leon County Facilities Construction Permit but shall be required to obtain a Right-of-Way Placement Permit when such work affects the pavement or roadbed in accordance with Chapter V.
- 4.1.4. Projects that involve the installation of up to 500 feet of 6-inch diameter water distribution line or less, or 8-inch sewage collection line or less, for the purpose of making no more than four (4) service connections may be allowed to proceed with such construction upon obtaining verbal approval from the Department; however, the notification and inspection procedures and the standards and specifications in Chapters VI and VII shall still be adhered to.
- 4.1.5. The Utility Owner who utilizes Section 4.1.4. to expand a facility shall be responsible to submit a completed Right-of-Way Placement Permit Application, in lieu of a Facilities Construction Permit Application, within seven (7) calendar days following the verbal approval.
- 4.1.6. The Utility Owner who utilizes 4.1.4. to expand a facility shall submit as-built drawings on all such expansions to the Department once each year and/or prior to a second Section 4.1.4. expansion on the same section of line.

#### SECTION 4.2.0. - Permitting Procedure

- 4.2.1. Qualified applicants who desire to construct a public water system or public sewage collection system that



is intended to be connected to a County-owned facility shall submit four (4) copies of the Leon County Facilities Construction Permit Application along with four (4) blue-line copies of the proposed construction drawings if the system lines are 10-inches in diameter or less.

To construct a public water distribution or public sewage collection line that is greater than 10-inches in diameter, the applicant shall submit six (6) blue-line copies of the proposed construction drawings.

- 4.2.2. Qualified applicants who desire to construct, extend, or modify a privately owned public water system or public sewage collection system shall submit six (6) copies of the Leon County Facilities Construction Permit Application along with six (6) blue-line copies of the proposed construction drawings.
- 4.2.3. The Department shall review the permit application for compliance with Ordinance 80-29, County approved design specifications, FDER rules and regulations, and coordinate the application with the Leon County Division of Environmental Services.
- 4.2.4. The County, upon completing the initial review, shall advise the applicant of the status of the permit application.
- 4.2.5. When approval of FDER is required, a check in the amount of \$20 made out to the Florida Department of Environmental Regulations shall be accompanied with the permit application.
- 4.2.6. The review process will include, but is not limited to, the following areas:
  - (1) Conformance with the approved pre-application conditions for the non-county owned systems;
  - (2) County application form completed by the utility owner;
  - (3) Material Specifications of the plans;
  - (4) Design specifications of the plans commensurate with generally accepted design standards and all technical reference manuals and publications listed in Chapter 17-6, Florida Administrative Code;
  - (5) Completeness of the engineer's report commensurate with the scale of the project submitted.
  - (6) Plans for the project approved by the engineer of the utility owner;
  - (7) Source and storage capacity (new or existing systems);

- (8) Operator records and reports for the previous 12 months (if applicable);
- (9) Most recent chemical analysis (existing systems);
- (10) Bacterial analysis for the previous 12 months (existing systems);
- (11) Certification of operator(s);
- (12) Chlorination system;
- (13) Utility corridors (4.1.6.);
- (14) Capacity of the existing system lines;
- (15) Capacity of the existing treatment plant;
- (16) Parameters of operation with reference to Chapter 17-16; Florida Administrative Code;
- (17) Metering devices;
- (18) Flood plain locations;
- (19) Areas of possible cross-connections;
- (20) Appropriate application fee(s);
- (21) Distance between the proposed treatment facility, lift stations, pre-treatment facility, and the nearest residential or commercial structure;
- (22) Systems site plan and layout;
- (23) Well placement and the procurement of a Northwest Florida Water Management District's well permit; and
- (24) Other drawings or data which may be required by State and Federal agencies.

4.2.7. A Facilities Construction Permit Application to modify or expand an existing system, other than to improve unit operation or capacity of the system, shall be denied without further considerations if the existing facility under review is in violation of FDER Primary Drinking Water Standards; or is functioning at 95% or more of its design capacity; or extends beyond the boundaries of an Authorized Service Area or the City Zone.

4.2.8. The Department shall actively review all completed permit applications within thirty (30) calendar days and shall notify the applicant of approval or denial of the application or extend the review process so that any



unresolved deficiencies may be addressed. A permit application shall not be approved until all known deficiencies are resolved.

- 4.2.9. Any aggrieved person may appeal a decision by the Department by requesting in writing an appeal by the County Administrator.
- 4.2.10. Upon completion of the appeal procedure in Section 4.2.9., an aggrieved person may then appeal a decision by the County Administrator by following the appeal procedure outlined in Section 2.4.0. of Chapter II.
- 4.2.11. Plans shall be forwarded by the Department to FDER as necessary for FDER approval.
- 4.2.12. The Department shall be responsible to review and process the application according to the information and data attached. The Department is not responsible for the accuracy of the statements and data submitted.
- 4.2.13. Upon forwarding a County approved application to FDER, the County shall become the permit agent between the applicant and FDER, and subsequently deal with FDER in the processing of the application. In this manner, the permit application review process is facilitated; and the time required to process the application is greatly reduced.
- 4.2.14. The Department will immediately notify the applicant, by telephone, upon the approval of the application.
- 4.2.15. After approval of the application by the County and/or FDER, Leon County will issue the permit plus one copy of the approved plans back to the applicant upon receiving a performance bond in the amount of 100% of TECC and with a surety approved by the County.
- 4.2.16. The applicant may retrieve the application from the Department prior to the approval of FDER. However, FDER shall retain the \$20 application fee.
- 4.2.17. The approved construction schedule submitted with the application for authorization to construct and operate a system will commence upon the applicant's receipt of the Leon County Facilities Construction Permit. The

applicant's failure to implement the plans according to the approved construction schedule may lead to default under Section 3.B.6.a., Leon County Ordinance 80-29.

- 4.2.18. The approved plans for non-federally funded projects will have an effective life of two (2) years or a life equal to the approved construction schedule, whichever is less, following the approved date stamped on the approved sets of blue-line drawings by the Department.
- 4.2.19. Time limit extensions to previously approved plans may be allowed upon written request to the Department. If the Department determines that the extension does not adversely conflict with changes occurring within two (2) previous years, and will not create an adverse impact on the community in relation to previous conditions agreed upon, the extension request will be granted for a period not to exceed the approved construction schedule. The Department shall coordinate time limit extensions with FDER as necessary.
- 4.2.20. Substantial changes to approved facilities construction plans will be approved only after review and concurrence by the Department.
- 4.2.21. The applicant, upon receiving the signed Facilities Construction Permit along with the approved set of plans, will proceed to construct the facility in accordance with the standards and specifications outlined in Chapters VI and VII of this document and any provisos which may be attached by FDER or the Department.
- 4.2.22. Within ninety (90) days following the final inspection by the County, the owner shall submit as-built plans (drawing certified by the owner that the system as installed is in substantial compliance with the plans and specifications outlined in the approved application).
- 4.2.23. Upon completion of the final inspection and approval by the Department, approved chemical and/or bacterial analysis by the Department, and when all water distribution lines are disinfected and flushed, the County shall issue a written authorization to place the system in service. The performance bond shall be released upon receipt of the "as-built" plans.



## CHAPTER V

### LEON COUNTY RIGHT-OF-WAY PLACEMENT LICENSES AND PERMITS

#### SECTION 5.1.0. - Right-of-Way Placement License

- 5.1.1. Any person, firm, individual, association, partnership, trust, public, private or not-for-profit corporation, governmental entity, or any other group of combination thereof which desires to construct, maintain, repair, operate, or remove lines for the transmission of water, sewer, gas, power, telephone, other public utilities, and television under, on, over, across, and along any Leon County highway or right-of-way shall obtain a license from Leon County in accordance with Leon County Ordinance 81-17, and any and all policies promulgated thereto.

For those water and sewer systems authorized pursuant to Leon County Ordinance 80-29, the authorization may constitute such license.

- 5.1.2. Applications for a Right-of-Way Placement License may be obtained from the Department; and, when submitted, the application shall contain a list of those County roads for which such license is requested, or a map of the general area for which the license is sought.
- 5.1.3. By submitting the application, the applicant (if the license is granted) agrees to repair any damage or injury to the right-of-way and to repair the right-of-way promptly, restoring the same to a condition at least equal to that immediately prior to the infliction of such damage or injury; and, the license shall hold the Board of County Commissioners of Leon County, Florida, and members thereof, harmless from the payment of any compensation or damages resulting from the exercise of the privileges granted in the license or the placement permit promulgated thereto.
- 5.1.4. Upon issuance of the license, the licensee agrees to move or remove such water, gas, sewage, power, telephone, other utility, and television lines at no cost to the County.
- 5.1.5. The fees for the Right-of-Way Placement Permit License shall be as follows:
- a. For water and sewer facilities authorized under Leon County Ordinance 80-29, the license fee is included in the fees set forth in Section 2.3.10. of Chapter II of this document.
  - b. For all other utilities and entities, the fee shall be \$10.00.

## SECTION 5.2.0. - Right-of-Way Placement Permits

### 5.2.1. General

A County right-of-way placement permit shall be obtained from the Department and posted at the work site prior to any utility construction or placements on or over any County rights-of-way. There are six exceptions to this requirement.

1. Repairs under emergency conditions, such as service failures or public hazards. An after-the-fact permit application shall be submitted within seven (7) calendar days following the repairs.
2. Routine service drops and taps not affecting the pavement, roadbed, drainage structures, or the flow of traffic.
3. Routine service line change-outs not affecting the pavement, roadbed, drainage structures, or the flow of traffic.
4. Routine utility system maintenance not affecting the pavement, roadbed, drainage structures, or the flow of traffic.
5. A utility system repair not affecting the pavement, roadbed, drainage structures, or the flow of traffic.
6. When the permittee possesses a valid Facilities Construction Permit.

### 5.2.2. The Right-of-Way Placement Short Form

Certain types of minor road surface and subgrade disturbances such as service connections, minor maintenance operations and repairs may not require the submission of the full Leon County Right-of-Way Placement Permit Application and attachments. Such activities shall only require the submission of, and approval of, a Leon County supplied Right-of-Way Placement Short Form, prior (except for emergencies) to the start of the job. Activities eligible for the Short Form must meet the following criteria as applicable.

1. The job is not to disturb more than 27 square feet (3 square yards) of pavement surface.
2. The job cannot close off the total flow of traffic.
3. Manhole installations and/or adjustments.
4. Items 2-5 of Section 5.2.1. above that only hinder or impedes the flow of traffic on Potentially Hazardous Roads.

The rights acquired by submitting the Right-of-Way Placement Short Form does not relieve the Permittee in adhering to all other applicable areas of this document and as defined by the Department.

5.2.3. Application

The permit application package consists of the completed permit application form provided by the County, accompanying plans, drawings, and a check for the permit fee made payable to the Board of County Commissioners, Leon County. The original and two (2) copies of the permit form with three (3) copies of the drawings and other pertinent documents shall be submitted. Two (2) copies are retained for use by the Department. The original application, plans, drawings, and a permit are returned to the applicant. The applicant shall be in possession of the permit prior to construction and shall have the permit readily available at the construction site during construction.

5.2.4. Preparation of Plans and Drawings

Plans and drawings shall adequately describe the existing site conditions where the proposed construction or maintenance operation is to take place. The plans shall contain detailed information as to the type and location of other utilities and physical structures; such as bridges, driveways and culverts, and any other physical item that would be of concern. The plans shall also describe the proposed operation; such as, jack and bore, open cut, trenching, with specifics on such things as the type of pipe, casing material, and soils to be employed. Finally, the plans shall contain information as to the backfill and compaction operation and type and method of final dressing and road restoration. Cross-sections, profiles, key maps, etc. shall be used as needed to describe the above required information.

5.2.5. Coordination with Other Utilities

The applicant has the responsibility to notify all other utilities located in the projected construction area, list the utilities notified on the application, and certify on the permit application that such utilities have been notified. Prior to construction, the permittee is responsible to notify the appropriate utilities when construction will begin.

5.2.6. Objections from Other Utilities

The Department will date all applications as they are received, and there will be seven (7) calendar days following this date for other notified right-of-way users to register their objections to the proposed construction with the Department.

To expedite the permitting procedure, the applicant may submit along with the application, signed letters of concurrence from the other notified right-of-way users. The seven day waiting period may be waived by the Department upon receipt of all applicable letters.

If objections to the construction are received by the applicant, the objections shall be noted on the permit application.

All correspondence regarding the permit or construction procedures will be handled directly with the permittee, his delegate, or the project supervisor of the job.

5.2.7. Proper Corridors for Placements

Where reasonable possible, transmission lines will be placed in the corridors and at depths or heights established in figures 5.1. and 5.2.

All plans and drawings accompanying a permit application shall reflect the use of the appropriate corridors where possible. When slopes or buffer areas are insufficient to accommodate the utility in its normal place, or if another utility is already occupying that corridor, considerations for approval by the Department shall be on an individual basis.

5.2.8. Existing Drainage Structures

Drainage culverts, drain pipes, driveway pipes, or other facilities installed for drainage purposes shall not be cut, modified, or removed without first obtaining approval by the Operations Division or Engineering Division of the Department of Public Works. Drainage structures are sized and installed to accommodate a design flow rate. The placement of utilities lines should not decrease or otherwise impede the design flow capability of such structures.

5.2.9. Placement Depth

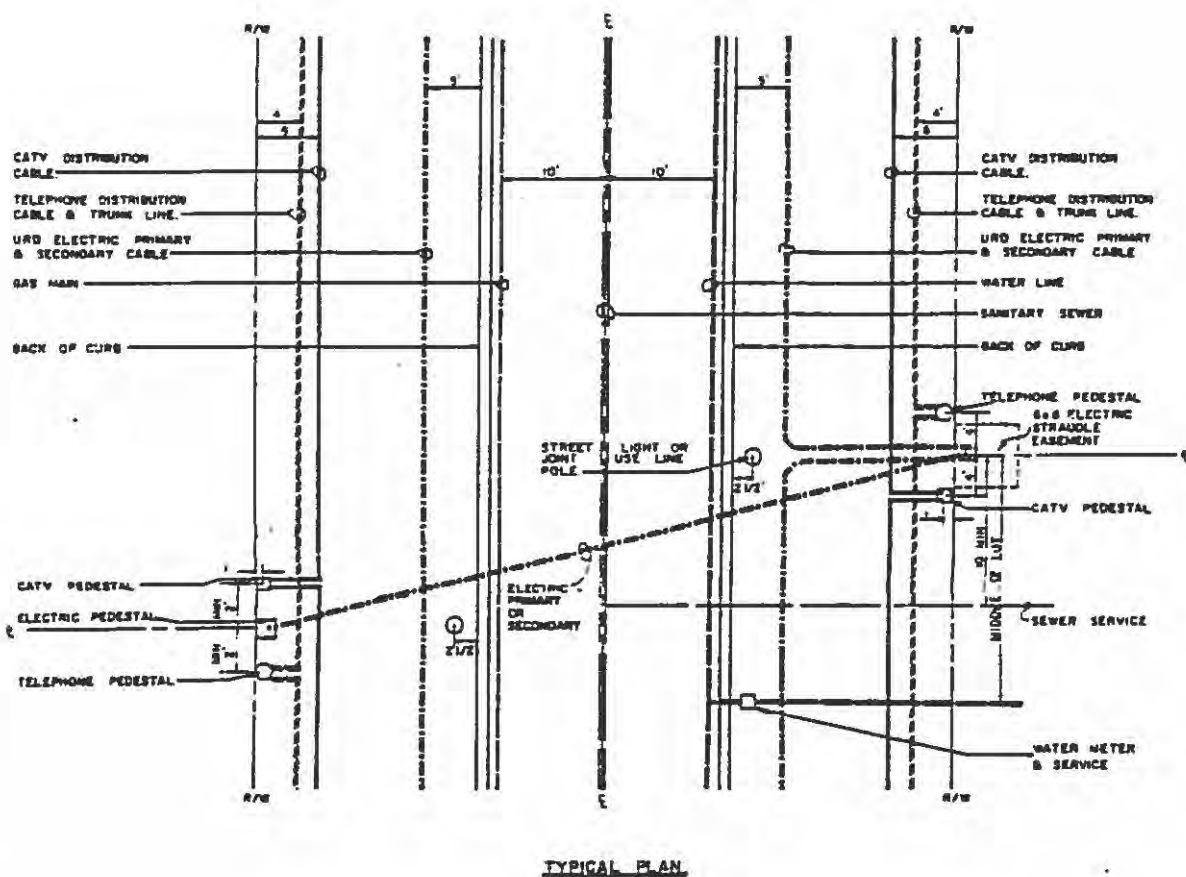
Unless otherwise approved by the Department, minimum vertical clearance for underground utilities will be in accordance with the utility placement guides in Figures 5.1. and 5.2.

5.2.10. Gas Mains and Lines

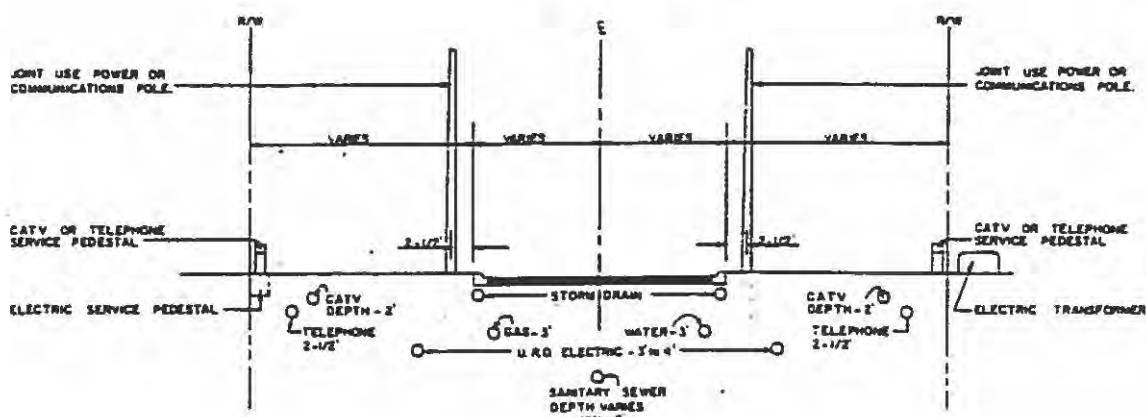
Gas mains shall not be less than 36-inches below the top of the pavement or ditch bottom. When the 36-inch minimum depth cannot be obtained below a ditch bottom without causing technical transmission difficulties, a 4-inch



RECOMMENDED GUIDE  
for  
UTILITY PLACEMENT  
WITHIN A PUBLIC RIGHT-OF-WAY  
WITH CURB AND GUTTER



TYPICAL PLAN



TYPICAL CROSS SECTION

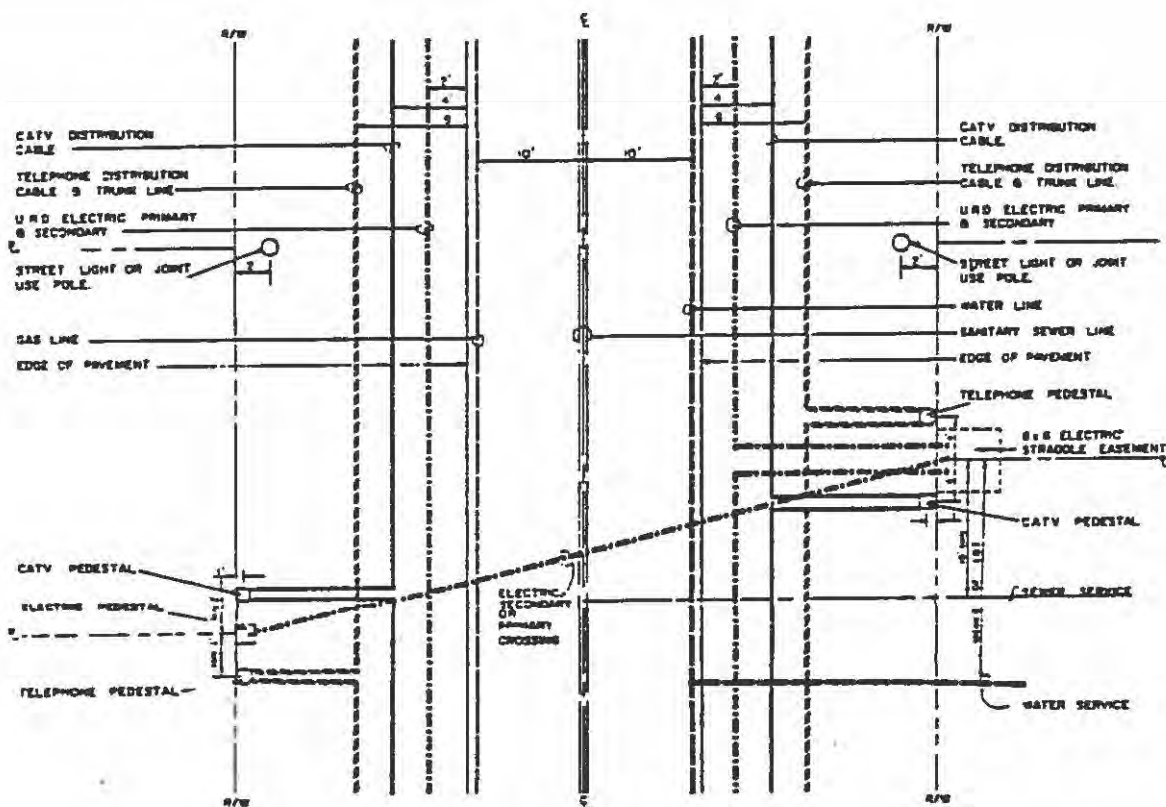
NOTE  
THESE PLANS APPLY TO ALL STREET AND R/W  
EXCEPT WHERE ADEQUATE SPACE BETWEEN  
EDGE OF PAVEMENT & R/W IS NOT AVAILABLE  
OR WHERE OTHER FEDERAL OR STATE REGULATIONS  
APPLY

ALL DEPTHS ARE MINIMUM UNLESS OTHERWISE SPECIFIED  
STORM DRAIN ALIGNED WITH CURB, NOT MORE THAN  
2' IN FRONT OF OR BEHIND CURB

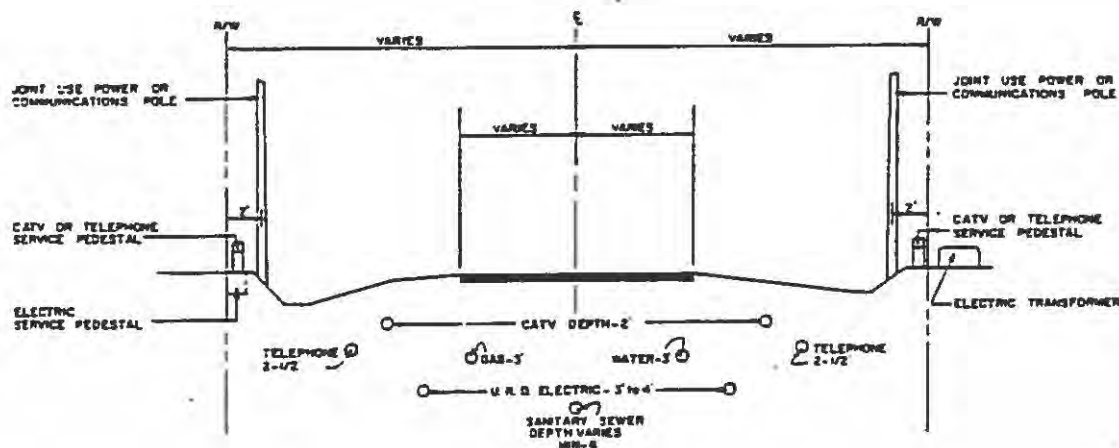
WATER METER TO BE INSTALLED 10' NORTH AND EAST  
OF 1' SEWER MANHOLE TO BE INSTALLED ON  
CURVES AT INTERSECTIONS TO ALLOW LINES NOT TO RUN  
OUTSIDE CURB. GAS MAIN IS TO BE INSTALLED 10'  
SOUTH AND WEST OF 1'

FIGURE 5.1.

RECOMMENDED GUIDE  
for  
UTILITY PLACEMENT  
WITHIN A PUBLIC RIGHT-OF-WAY  
WITHOUT CURB AND GUTTER



TYPICAL PLAN



TYPICAL CROSS SECTION

NOTE:  
THESE PLANS APPLY TO ALL STREET AND R/W  
EXCEPT WHERE ADVERSE THICKS BETWEEN  
EDGE OF PAVEMENT & R/W IS NOT AVAILABLE  
OR WHERE OTHER FEDERAL OR STATE REGULATIONS  
APPLY

ALL DEPTHS ARE MINIMUMS BELOW ESTABLISHED GRADES  
STORM DRAIN ALIGNMENT WILL NOT BEYOND ROAD  
2' IN FRONT OF OR BEHIND CURB

WATER MAIN TO BE INSTALLED IN NORTH AND EAST  
OF S. 1st MAIN TO BE INSTALLED IN SOUTH  
AND WEST OF S.

NOVEMBER 10, 1991

FIGURE 5.2.

concrete slab or ditch liner which is 2-feet wider than the diameter of the transmission main may be utilized; thus not requiring the 36-inch minimum depth. But the gas main shall not be less than 18-inches below the concrete slab or liner.

The placement of gas service lines should not be less than 18-inches in depth on County rights-of-way.

5.2.11. Removal of Facilities from the Right-of-Way

Abandoned transmission lines and any associated utility appurtenances shall be removed from the right-of-way and backfilled to specifications, at the owner's expense, upon the request of the Department or the County Engineer.

Whenever the construction, repair, improvement, maintenance and efficient operation, alteration, or relocation of all or any portion of poles, wires, pipes, cables, casings, or other facilities and appurtenances authorized hereunder is necessary, they shall be immediately removed from said right-of-way, reset or relocated thereon by the utility owner, as required by the Department; and at the expense of the owner, unless full reimbursement for such work is authorized by the owner and the County agrees to accomplish the work for the owner.

5.2.12. Utility Platform Structures

Utility Platform Structures, such as terminals, transformers, and amplifiers, shall be placed within two (2) feet of the edge of the right-of-way if possible. Variances from this standard must be approved by the Department.

5.2.13. Application Fee

The required Leon County Right-of-Way Placement Application shall be accompanied with an application review and inspection fee. A check or money order is to be made out to the Board of County Commissioners, Leon County. The Right-of-Way Placement Permit Application Fee shall be based on the following schedule:

(a) Road Pavement Disturbance:

\$25	Less than 3 square yards
\$75	3 sq.yds. to 50 sq.yds.
\$150	50 sq.yds. to 100 sq.yds.
\$1.50/sq.yd.	100 square yards and over

(b) Unpaved Right-of-Way Surfaces:

\$10	Less than 20 linear feet
\$20	20 linear feet to 100 linear feet
\$20+10¢ per foot over 100 feet	100 linear feet and over



- (c) Power Pole Installation: \$5 per pole set
- (d) Above Ground Line Installation: \$10 per permit and One permit per job site
- (e) All Other Disturbances: \$10 per permit

5.2.14. The work permitted by the Placement Permit shall commence within 60 days of issuance. Issued and outstanding permit that have been executed within 60 days will be void.

#### SECTION 5.3.0. - Performance Bond

Prior to the Department issuing the Placement Permit, the applicant shall deliver to the County a performance bond as outlined in Chapter VIII of this document. Normally, the bond will be returned after final inspection and approval. The performance bond submitted for the acquisition of a Facilities Construction Permit shall satisfy the bonding requirement under this section.

#### SECTION 5.4.0. - Material Specifications and Construction Standards

##### 5.4.1. Material Specifications

Minimum material standards and specifications for the construction of utilities on County rights-of-way will be in accordance with those minimum standards and specifications outlined in Chapter VI of this document.

##### 5.4.2. Construction Standards

The standards of construction, safety precautions, and road/work site restoration will be in accordance with minimum standards and specifications outlined in Chapter VII of this document.

#### SECTION 5.5.0. - Unauthorized Placements

##### 5.5.1. Without an Approved Placement Permit

Excluding those exceptions described in Section 5.2.0., any person, firm, corporation, utility, or governmental entity who places a utility, or is in the process of placing a utility, on a County right-of-way without first acquiring a County Right-of-Way Placement License and Permit, in accordance with Sections 5.1.0. and 5.2.0., is in violation of County Policy and Leon County Ordinance 81-17.

5.5.2. With Approved Placement Permits

Any person, firm, corporation, utility, or governmental entity who is in possession of a right-of-way placement permit but begins the placement project without first notifying the Department in accordance with Section 7.1.2., is in violation of County Policy and Leon County Ordinance 81-17, and is not authorized to commence the utility placement.

5.5.3. Enforcement Policy

The Inspector upon discovering an unauthorized placement operation or the unauthorized and completed placement operation is authorized to act in accordance with the enforcement policies and procedures set forth in Chapter VIII of this policy document.

SECTION 5.6.0. - Permittee Liability

5.6.1. General

The permittee is responsible for all construction and work performed within County rights-of-way as determined by the permit application and attachments during the actual placement and for one full year following the date of the final inspection and approval. The permittee will normally be covered by a performance bond during the construction and placement period.

5.6.2. Permit Period

If during the one year following the final inspection and approval, the Inspector finds that further work is required for such reasons as reasons, backfill subsidence, inferior materials or workmanship, the Inspector shall notify the permittee accordingly and arrange a time to inspect the corrective measures performed by the permittee. The permittee shall not be responsible for damages and/or conditions created by other developers, contractors, or local residents.

5.6.3. Placement Permit Non-Compliance

If upon being notified, the permittee fails to perform corrective measures to address a deficiency during the permit period, the permittee shall be in non-compliance of the right-of-way placement permit. The permittee shall then be required to post a maintenance bond and reconstitute any and all cost that the County incurred to restore the right-of-way prior to ever securing another right-of-way placement permit, as outlined in Chapter VIII of this document.

## CHAPTER VI

### MINIMUM MATERIAL STANDARDS AND SPECIFICATIONS

#### SECTION 6.1.0. - Polyvinyl Chloride Pipe (PVC)

##### 6.1.1. Water Distribution

- a. Pipe - PVC pipe shall meet all requirements of ASTM D-2241 and Material Code (PVC 1120), Schedule 40, pressure rating 160 psi, ASTM Resin Specification D-1784 and made to SDR 26 dimensions. All PVC pipe shall be either coupled or belled at one end.
- b. Fittings - All plastic joints under 2-inches in diameter shall be in accordance with the manufacturer's specifications. All piping joints for pipes 2-inches or larger in diameter shall be rubber gasket type joints.
- c. Service Connections - Service connections on plastic mains shall be made by use of a plastic tee or double strap saddles (Mueller H13014 or equivalent). All service tubing shall either be manufactured from ultra-high molecular weight density polybutylene ASTM-D-2666 standards, copper tubing, or galvanized.

##### 6.1.2. Sewage Gravity System

- a. Pipe - Pipe shall conform to the latest revision of D-3033 or D-3034. Four inch pipe shall be SDR 33.5. Pipe eight inches and larger shall be SDR 35.
- b. Fittings and Joints - Fittings shall have an SDR equal to that of the same size pipe. Pipe shall be jointed similar to "Plas-Tyton," "Bell-Ring," or "Ring-Tite". Fittings for PVC pipe shall have bell or spigot rubber ring joints identical to that of the pipe as specified by ASTM D-3033 or D-3034.

##### 6.1.3. Sewage Force Mains

- a. Pipe - PVC shall be pressure rated at a minimum of 160 psi. Pipe shall be manufactured from approved Type 1, Grade I, PVC conforming to ASTM D-1784 and shall meet all requirements of ASTM D-2241 with standard dimension ratio of SDR 26.
- b. Fittings and Joints - Pipe joints shall have thickened wall integral bells or extruded, machine couplings. Pipe shall be joined using compression type joints similar to "Plas-Tyton," "Bell-Ring," or "Ring-Tite". Each joint shall have a pressure rating equal to or greater than the pipe with which it is used.



Pipe and coupling shall be approved by NSF. Fittings for use with PVC pipe shall be either PVC or cast iron for fittings 4-inches or smaller. For fittings 6-inches and larger, joints shall be suitable for pipe being used and in accordance with NSF. All fittings shall be pressure rated in excess of the rated pipe being used.

SECTION 6.2.0. - Cast Iron Pipe, Valves, Fittings, and Joints

6.2.1. Water Distribution

- a. Valves - Valves shall conform to AWWA Standard C500-80, "Gate Valves - 3-inches through 48-inches for Water and Other Liquids". Valves shall be of cast iron construction with mechanical joint ends (AWWA C111). Valves shall be of the non-rising stem type and furnished with a two-inch operating nut. Valves may be furnished with "O" ring packing or conventional stuffing box packing. Valves shall open counter-clockwise and close clockwise.
- b. Fittings (crosses, tees, bends, etc.) - may be of either cast iron or ductile iron conforming to ANSI A 21.20 and AWWA C110-77. Fittings shall have all mechanical joint bells unless otherwise permitted. Fittings shall be coated inside and outside with bituminous coating approximately 1 MIL thick. All bursting, hydrostatic tests of 3.0 times the rated working pressure.

6.2.2. Sewage Gravity System

- a. Pipe - Cast iron pipe shall conform to latest ANSI Specification A21.1, latest edition, using 45,000 psi ring modulus of rupture; 21,000 psi bursting tensile strength.

Design shall conform to ANSI Specifications A21.6 or A21.8.

Pipe shall be cement lined in conformance with latest ANSI Specification A21.4.

- b. Joints - Cast iron pipe joints shall conform to applicable portions of the latest amendment to Federal Specifications WW-P-421b, Type II or Type III

For Type II joints, rubber rings and joint lubricant furnished by pipe manufacturer shall be used.

For Type III joints, high strength annealed cast iron bolts and either plain or duck tipped gaskets shall be used.

- c. Fittings - Fittings for use with cast iron pipe shall conform to latest ANSI Specification 21.10.

6.2.3. Sewage Force Mains

- a. Pipe - Cast iron pipe shall conform to latest ANSI Specification A21.6 or A21.8 and shall be suitable for 100 psi working pressure. Pipe thickness shall be in conformance with latest ANSI Specification A21.1. Cast iron metal shall have tensile strength of 18,000 psi and modulus of rupture of 40,000 psi. All pipe shall be coated on outside with coal tar pitch and the inside shall be cement lined. Cement lining shall conform to latest ANSI Specification A21.4.
- b. Joints - Joints shall be the push-on or mechanical type conforming to ANSI Specification A21.11 when it is to be installed below grade. When it is to be installed above ground or in buildings, ANSI B16.1 shall be followed.
- c. Fittings - Fittings shall be rated for not less than 150 psi working pressure, be suitable for the service required and shall conform to the requirements of the latest edition of AWWA Specification C-110, ANSI Specification A21.10 or ANSI Specification B16.1 with 125 pound flanges as applicable. Joints shall be in accordance with the type of pipe being used. Fittings shall be lined and coated as specified for pipe.

6.2.4. Gate Valves Used With Polyvinyl Chloride Pipe (PVC)

- a. Two-inches and Larger - All gate valves shall comply with AWWA Standard C-500-61, and the following design specifications:

All gate valves are to be iron body, bronze mounted double disc, non-rising stem, paralleled seat type. Gate valves shall have a minimum working pressure of 200 psi and be tested at 400 psi. Non-gearred valves shall be furnished with "O" ring packing (two "O" rings). The disc mechanism shall be designed so the seating pressure is applied equally at four separate contact points near the outer edge of each disc. The type of end connection shall be determined by the type of pipe used. Two (2) inch and three (3) inch pipes can have a two-point wedging mechanism.

- b. One and one-half inch and smaller - One and one-half inch and smaller gate valves shall be equivalent to Mueller H-10915.

SECTION 6.3.0. - Ductile Iron Pipe

6.3.1. Water Distribution System

- a. Pipe - Ductile Iron Pipe shall be a minimum Class 50, manufactured to meet ANSI A21.51 and AWWA C151 latest revision. Pipe shall be cement-mortar lined with seal coat specified in ANSI 21.4 and AWWA C104. Pipe shall have push-on compression type joints, whose only accessory is molded rubber gaskets. All ductile iron pipe shall be listed by Underwriters Laboratory, Inc.; each piece of pipe shall be hydrostatically tested to 500 psi by the manufacturer.
- b. Joints - Same as specified under 6.2.3.b.
- c. Fittings - Same as specified under 6.2.1.b.

6.3.2. Sewage Gravity System

- a. Pipe - Ductile iron pipe shall conform to latest ANSI Specification A21.50 and A21.51 using 60,000 psi minimum ultimate strength; 42,000 psi minimum yield strength; and 10% minimum elongation metal.  
  
All pipe shall be cement-mortar lined. Cement lining shall conform to latest ANSI Specification A21.4. Cement-mortar lining shall be coated with bituminous seal coat applied as soon as possible after cement lining has been completed.
- b. Joints - Joints shall be push-on or mechanical joint types conforming to latest ANSI Specification A21.11. Mechanical joint glands for ductile iron pipe may be gray cast iron.
- c. Fittings - Fittings for use with Ductile Iron pipe shall conform to latest ANSI Specification B16.1. Mechanical joint glands for ductile iron pipe may be grey cast iron.

Joints for fittings shall be mechanical or slip-type for buried use, and shall be flanged, Class 125, for use in above-grade piping.

6.3.3. Sewage Force Mains

- a. Pipe - Ductile iron pipe shall conform to latest ANSI Specification A21.50 or A21.51 using 60,000 psi minimum ultimate strength; 42,000 psi minimum yield strength; and 10% minimum elongation type metal. Thickness shall be as required for Class 50, laying condition "B," with 30-inches of cover. All pipe shall be coated on outside with coal tar pitch, and the inside shall be cement-lined. Cement lining shall conform to latest ANSI Specification A21.4.

- b. Joints - Joints shall be of Push-on or Mechanical Joint Type conforming to the latest ANSI Specification A21.11 where pipe is installed below grade. Where pipe is installed above ground or in buildings, joints shall be according to latest ANSI B16.1 with 125 pound flanges. Mechanical joint glands for ductile iron pipe may be grey cast iron.
- c. Fittings - Fittings shall be Class 250 and shall conform to latest ANSI Specification A21.10. Joints shall be suitable for use with type of pipe furnished. Fittings shall be lined and coated as specified for pipe.

#### SECTION 6.4.0. - Galvanized Pipe

Pipe in two (2) and four (4) inch sizes may be galvanized steel with threaded ends to be joined by galvanized steel couplings. Pipe shall meet ASTM Specification A120-68a. The galvanized pipe shall be coated with zinc inside and outside by the hot dip process. The weight of zinc coating shall be greater than 1.802 pounds per square foot. The pipe shall have a working pressure of 150 psi and a minimum hydrostatic bursting strength of 600 psi.

#### SECTION 6.5.0. - Vitrified Clay Pipe

- a. Pipe - Vitrified clay pipe and fittings shall be extra strength, salt-glazed or unglazed, manufactured in accordance with and meeting requirements of ASTM C700.
- b. Joints - Joints at a minimum, shall meet the requirements of ASTM C425. Detached compression ring for joints shall be either natural rubber or Neoprene and shall be either extruded or continuous molded type.

#### SECTION 6.6.0. - Backfill Material

##### 6.6.1. Type "B"

Type "B" material shall be a select granular material free from organic matter and of such size and gradation that desired compaction can be readily attained. When tested in accordance with latest ASTM D422, it shall conform to the following requirements"

- a. Maximum size not to exceed 3 inches.
  - b. At least 95% shall pass 1-1/2 inch sieve and not more than 10% shall pass No. 200 sieve.
  - c. Uniformity Coefficient shall be six or greater.
  - d. Material shall have a sand equivalent of 35% or greater.
- Material may be clean natural sand or gravel, imported quarry waste, select excavation or a mixture thereof.



6.6.2. Type "D"

Type "D" Material shall be material obtained from the contractor's excavations. Such backfill material shall be free of debris, deleterious materials, organic materials, and expansive soils, and shall contain no material larger than four (4) inches.

6.6.3. Gravel Base

Gravel base shall be clean, washed, well-graded rounded gravel or crushed rock of 1-1/2 inch maximum size and 3/8 inch minimum size.

6.6.4. Bedding

Bedding material shall be 3/4 inch nominal size coarse aggregate. When tested in accordance with latest ASTM D422, it shall conform to the following gradation requirements:

Passing 1 inch sieve	100%
Passing 3/4 inch sieve	90-100%
Passing 3/8 inch sieve	20-55%
Passing No. 4 sieve	0-10%

Bedding material for PVC force main shall be free from any rock, stone, or gravel larger than 3/4 inch for a distance of 12 inches from the pipe.

Material shall be free from soft, laminated, and thin pieces.

SECTION 6.7.0. - Casing Materials

- (a) The selected casing shall be compatible with any material it is to transport or otherwise contact.
- (b) All encasement pipes or uncased carrier pipes shall be new and of round, smooth wall, leakproof construction. Used pipe in good condition may be used if approved by the Inspector prior to beginning the work.
- (c) The use of casings (not encased carriers) with wrapped protective covers will not be allowed.
- (d) All steel casings shall conform to the following minimum thickness requirements:

<u>Nominal Outside Diameter Inches</u>	<u>Minimum Wall Thickness Inches</u>
3/4	0.113
1	0.133
1-1/4	0.140
1-1/2	0.145
2	0.154
4	0.188
6	0.188
10	0.188
12	0.188
24	0.250
30	0.312
36	0.375
42 or greater	0.500

Minimum thickness for pipe diameters not shown shall be the same as required for the next larger size listed above.

- (e) All plastic pipe must meet or exceed the following strength and composition standards:

PVC (Polyvinyl Chloride) ASTM D 1785  
 PE (Polyethylene) ASTM D 2447  
 PE for pipes over 3-1/2 inches diameter  
 ASTM D 2513  
 PV (Polybutylene) ASTM D 2662  
 CAB (Cellulose Acetate Butyrate) ASTM D 1503  
 ABS (Acrylonitrile-Butadiene-Styrene)  
 ASTM D 1527  
 RTRP (Reinforced Thermosetting Resin Pipe)  
 ASTM D 2996 or D 2997

#### SECTION 6.8.0. - Steel Liner Pipe

Steel liner pipe shall be welded steel pipe conforming to the requirements of AWWA C202-64 Grade B.

#### SECTION 6.9.0. - PVC Carrier Pipe

Pipe for gravity sewer shall conform to the requirements of ASTM D3033 or D3034 and SDR 35/

Pipe for force main crossings or for water main crossings shall conform to the requirements of ASTM D-1784 and meet all requirements of ASTM D-2241 and SDR 26.

#### SECTION 6.10.0. - Concrete

- (a) Concrete for cradles shall be Class A.
- (b) Concrete for construction of manhole bases shall be Class A.
- (c) Concrete for encasement of lines for drop connection for manholes shall be Class B.

- (d) The required minimum 28-day compressive strength for the various classes of concrete shall be as follows:

Class A	3500 psi
Class B	3000 psi
Class C	2500 psi

- (e) Concrete shall conform to the requirements of the following table:

<u>Class of Concrete</u>	<u>Minimum Cement Content (lbs/cu.yd.)</u>	<u>Maximum Water/Cement Ratio (lbs/lb)</u>	<u>Slump (Inches)</u>
A	564	0.51	2 - 4
B	517	0.58	2 - 4
C	470	0.62	2 - 4

SECTION 6.11.0. - Prestressed Concrete Pressure Pipe

Pipe shall be in accordance with AWWA C301-79.

## CHAPTER VII

### CONSTRUCTION STANDARDS AND SPECIFICATIONS

#### SECTION 7.1.0. - Construction Coordination with the Department

##### 7.1.1. Pre-Construction Conferences

At any time prior to construction, a pre-construction conference may be requested by the Department or the permittee. Pre-construction conferences will be held at a location specified by the County. These conferences are generally asked for and held to discuss plan alternatives, routes, substitutions of materials, and any other topics that might affect the quality, time of construction, safety, or the health and welfare of the public. It is expected that the permittee's contractor will attend any pre-construction conference called by the permittee or the Department.

##### 7.1.2. Inspector

- (a) The permittee shall adhere to the following schedule when notifying the Department of the applicant's desired time of construction beginning.

<u>Day</u>	<u>Minimum Prior Notification Time</u>
Tuesday-Saturday	24 hours
Sunday	48 hours
Monday	72 hours

- (b) The Inspector shall check the work site to insure that the construction personnel are in possession of approved plans and permit, that safety devices are in place, and discuss any matters concerning the project. If all is in order, the Inspector will verbally approve the construction to begin and so note on the plans if requested.
- (c) If the permittee does not appear within 1/2 hour of the agreed upon time and place, the permittee is required to contact the Inspector again and set up another meeting time. If the Inspector fails to show within 1/2 hour of the agreed upon time, the permittee may begin work without inspection; however, the permittee is not relieved of the responsibility to comply with the permit or County Ordinances and Policies; and if subsequent inspections reveal deficiencies, then the permittee must correct the same immediately. The official log, maintained in the Department, is the document listing notification of construction; and all parties shall be bound by the entries made within this log.

7.1.3. Field Changes to Plans

Substantial changes to the plans are only permitted after obtaining permission from the Department and the changes have been noted on the previously approved plans and signed off by the Engineer of Record.

7.1.4. The Project Supervisor

During construction, the Inspector shall monitor the work for compliance with the approved plans. Deficiencies found by the Inspector will be made known to the Project Supervisor. The Project Supervisor shall cause immediate corrections to be made. A Project Supervisor shall be present at all times during the actual construction.

7.1.5. Construction Completion

The permittee shall notify the Inspector within one (1) day after construction and resotration work is completed and arrange to meet the Inspector at the work site. The Inspector shall inspect the affected area, and if no further work is indicated at this time, shall note on the construction plans that the final inspection has been completed. If either construction or restoration deficiencies are noted, the Inspector shall inform the permittee; and the permittee shall immediately cause the deficiencies noted to be corrected and again call the Inspector for re-inspection.

7.1.6. Project Completion

If, upon final inspection, the Department has determined that the work site has been restored to a condition equal to or better than that which existed immediately prior to construction, the Inspector shall notify the permittee that no further restoration action is required at this time and enter the project completion in the official log.

SECTION 7.2.0. - Traffic Control

7.2.1. Public Safety

Safety devices and the detouring of traffic are utilized to prevent the creation of any obstruction or conditions which may become dangerous to the traveling public, pedestrians, and personnel working at the construction site. The devices are normally visual aids in the form of information, instructional, warning and prohibition signs, barricades, torches, use of flagmen and detour signs.



#### 7.2.2. Initial Signs and Placements

- (a) The appropriate above mentioned public safety devices shall be in place prior to the placement of material or equipment on a work site that would require such safety precautions.
- (b) As work begins and progresses, signs and flagmen shall be placed, replaced, moved, or taken down, accordingly, to provide maximum information and safe road conditions for the traveling public. The instructions set forth in the Manual on Uniform Traffic Control Devices for Streets and Highways by the U.S. Department of Transportation will be strictly adhered to as minimum requirements. The permittee may voluntarily increase sign requirements as a situation warrants or the Inspector may direct additional signs or relocation of existing signs. Illustrations for most of the signs required are presented in Figures 7.1 and 7.4.
- (c) The placement of signs for convenience to the permittee and which are detrimental to the traveling public is prohibited.

#### 7.2.3. Detour Routes

Detour routes may not be established where the public would be unreasonably inconvenienced as determined by the Department. Plans to detour traffic must be included in construction and right-of-way permit applications.

The responsibility to place the necessary signs, flagmen, and other safety devices on approved detour routes is the same as for the work area.

#### 7.2.4. County Public Road Signs and Property

The permittee shall be responsible for removal and replacement of any existing County road signs or property that interferes with the authorized construction operation. Any damaged property shall be replaced by the permittee at the expense of the permittee.

#### 7.2.5. Electric Powerline Installation

When lines are being placed over traffic lanes, warning signs shall be placed at appropriate distances on each end of the work area as illustrated in Figure 7.1. Flagmen will be posted to warn on-coming motorists during the entire crossing operation.



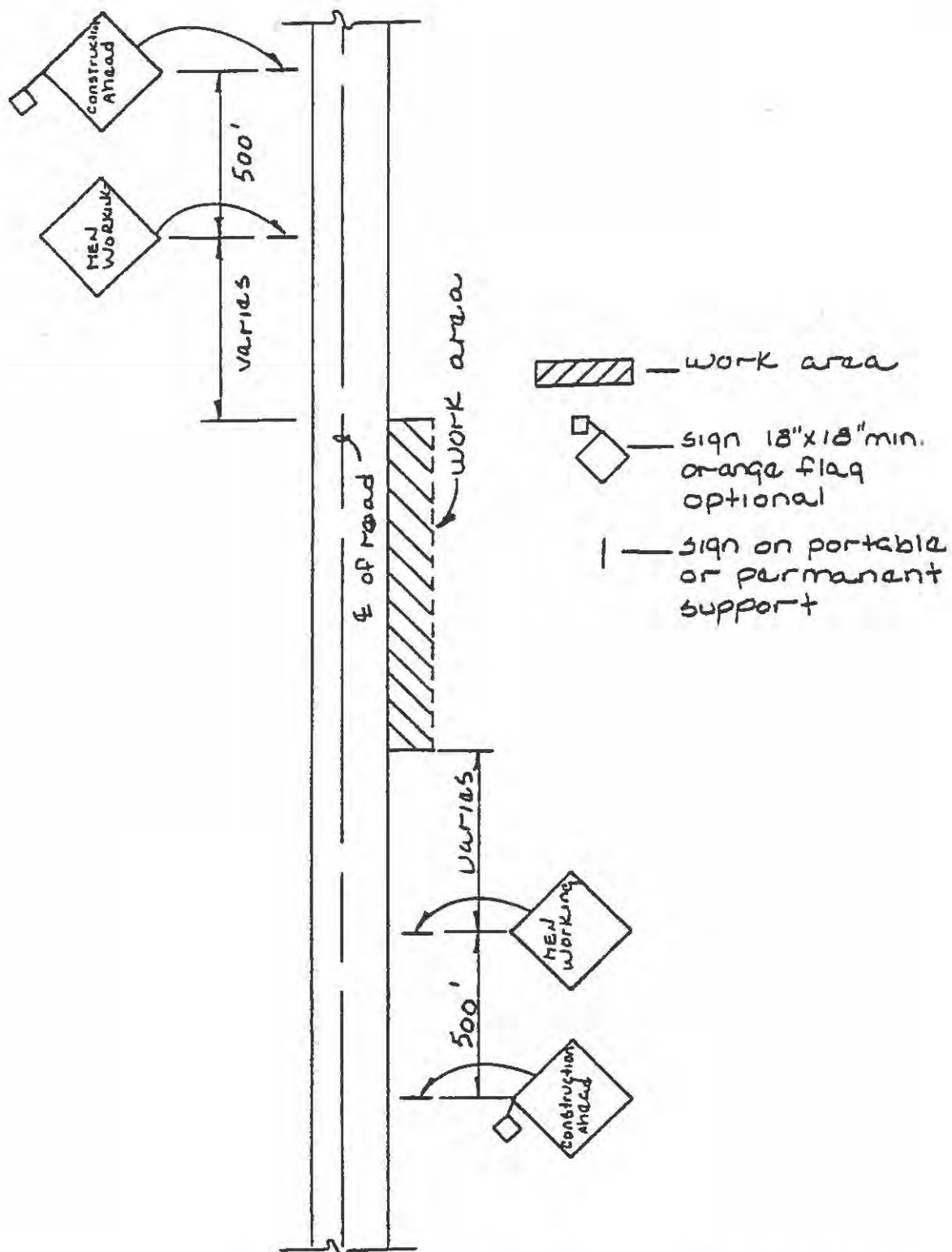
After all conductors have been "pulled-in" and secured, the bucket-truck, flagmen, and warning signs will be removed from the roadway.

At no time will the road be open to traffic when over-head lines are less than eighteen (18) vertical feet from the road surface.

Procedures for crossings of high voltage lines across major County roads when guard poles are needed will be approved by the Department on an individual basis.

7.2.6. Use of Signs

- (a) Street and highway construction and maintenance signs fall into three major categories, which are Regulatory Signs, Warning Signs, and Guide Signs. Many signs normally used elsewhere will find application for signing construction and maintenance operations.
- (b) Special construction and maintenance signs follow the basic standards for all highway signs as to shape. Warning signs in construction area shall have a black legend on an orange background. Existing yellow warning signs already in place within these areas may remain in use. Color for other signs shall follow the standard for all highway signs. The use of striped (other than the standard border) or other geometric patterns or contrasting colors on or around any sign in an attempt to make it more conspicuous, distracts attention from the message and defeats the purpose of maintaining uniformity and simplicity of design. Such practice is contrary to standards and is accordingly disapproved. However, warning lights in conjunction with signs is permitted, so long as they do not interfere with a clear view of the sign face.
- (c) After daylight hours, signs shown in Figure 7.2 are to remain erected, but illuminated or reflectorized.
- (d) Design and color of regulatory and warning signs shall be in conformance with the Manual of Uniform Traffic Control Devices for Streets and Highways published by the U.S. Department of Transportation.



TYPICAL APPLICATIONS - SHOULDER WORK  
UTILITY OPERATIONS  
FIG. 7.1 VII-5



Posted June 11, 2018

Figure 7.3 and Figure 7.4 are typical applications of the use of the appropriate traffic control devices on a two-lane highway where one lane is closed and flagging is provided.

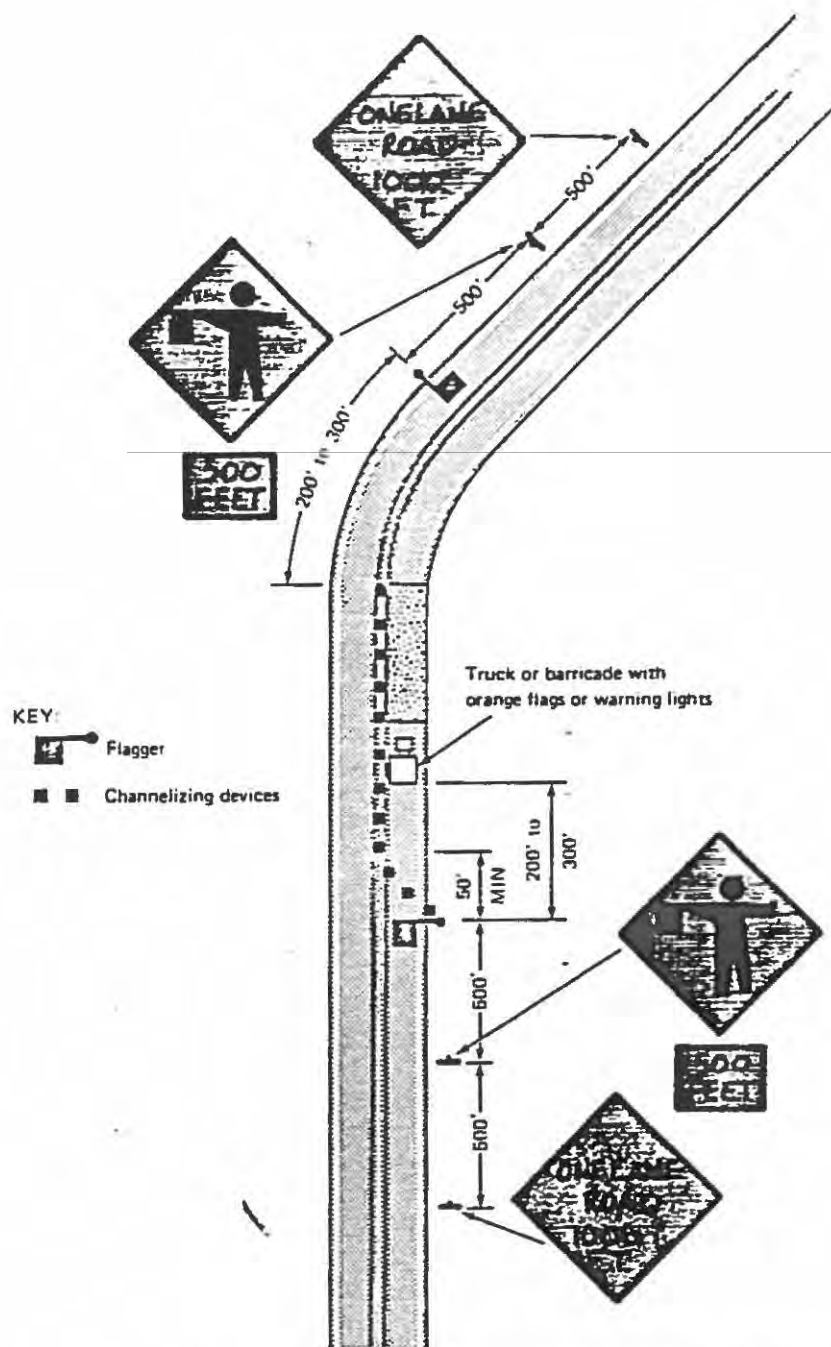
7.2.7. Drums, Barricades, and Other Commonly Used Signs

- (a) The design, color, and application of drums, barricades, and all other regulatory and information signs shall be in conformance with the Manual of Uniform Traffic Control Devices for Streets and Highways published by the U.S. Department of Transportation.
- (b) The "ROAD CLOSED" sign shall be used where the roadway is closed to all traffic except contractor's equipment or officially authorized vehicles. The sign is to be erected at or near the center of the roadway on or above the appropriate barricade. The "ROAD CLOSED" sign shall not be used where traffic is maintained or where the actual closure is some distance beyond the sign.
- (c) The "LOCAL TRAFFIC ONLY" sign should be used where through traffic must detour to avoid a closing of the road or street some distance beyond, but where the road or street is open for traffic up to the point of closure. It shall carry the legend "ROAD CLOSED (10) MILES AHEAD--LOCAL TRAFFIC ONLY" or optionally for urban use, "STREET CLOSED TO THROUGH TRAFFIC," and shall be accompanied by the appropriate detour signing.

SECTION 7.3.0. - Excavation-Pipe Installation-Backfilling

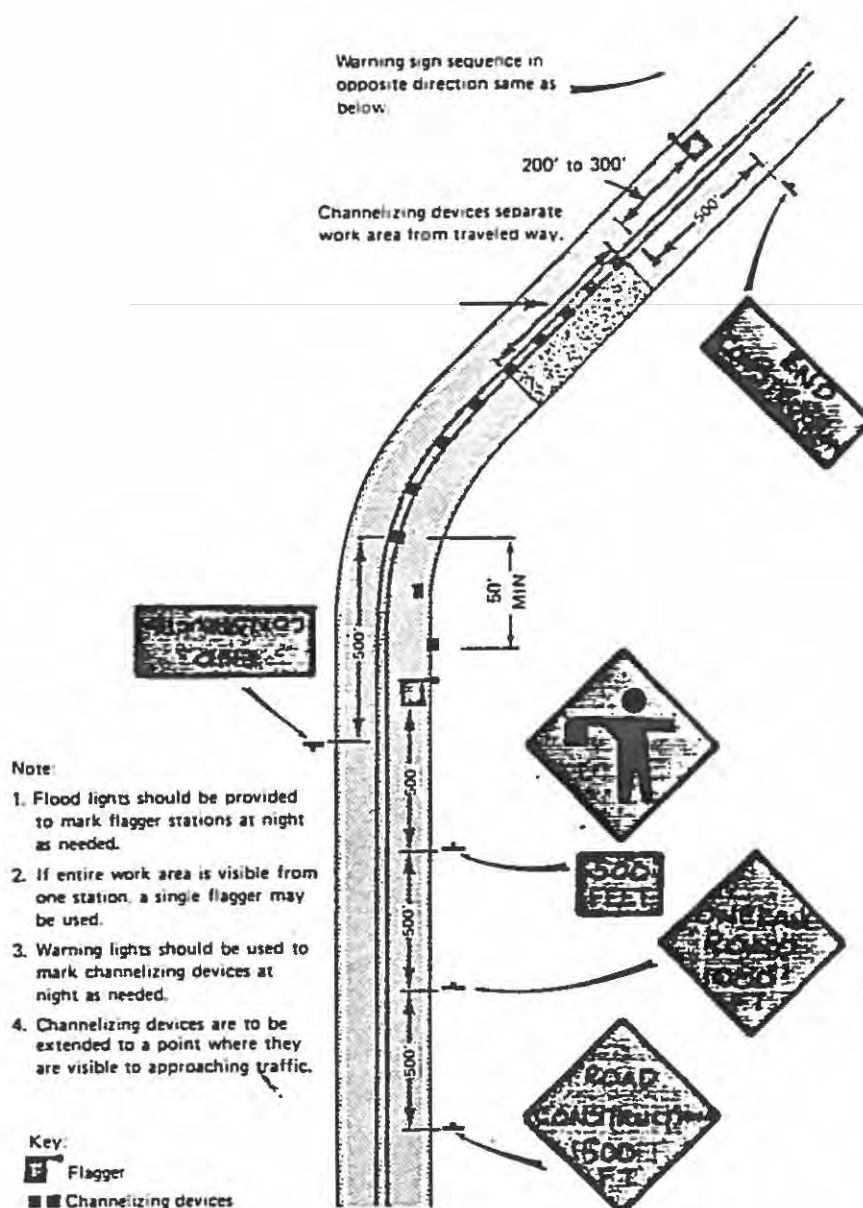
7.3.1. Clearing and Grubbing

Vegetation such as trees, shrubs, and grass, which interferes with construction, may be removed, except for certain trees and shrubs which are designated to remain undisturbed. All shrubbery, ornamental trees, and other such plantings including those within construction areas shall be satisfactorily replaced before the final approval of construction. All areas disturbed during construction shall be restored to a condition equal to or better than that existing prior to beginning work. All clearing and grubbing shall be performed in accordance with Leon County Environmental Ordinance 73-10, as amended by 73-57 and 75-5, and Leon County Tree and Landscape Ordinances 78-7 and 78-8.



Typical application—daytime maintenance operations of short duration on a 2-lane roadway and flagging is provided.

FIGURE 7.3 VII - 8



*Typical applications of traffic control devices on 2-lane highway where one lane is closed and flagging is provided.*

FIGURE 7.4 VII - 9



Trimming of branches or roots shall be limited to minimum clearance necessary, and accomplished by making clean, unbroken cuts. Wounds on limbs or roots 1/2-inch in diameter or greater shall be painted with a suitable protective compound. Leon County Tree Ordinance 78-7 shall be adhered to.

7.3.2. Control of Water

Control of ground water shall be such that softening of the trench floor or formation of "quick" conditions or "boils" shall be prevented. Dewatering systems shall be designed and operated so as to prevent removal of natural soils.

Static water level shall be drawn down below bottom of excavation so as to maintain undisturbed state of natural soils and allow placement of backfill to required density. A dewatering system shall be installed and operated so that the ground water level adjacent to the excavation is not reduced to the extent which would damage or endanger nearby structures or property.

Release of ground water to its static level shall be performed in a manner so as to maintain an undisturbed state of natural foundation soils, prevent flotation or movement of all structures and pipelines.

Deviation from this procedure shall only be allowed when a suitable alternative, approved by the Inspector, is used which will adequately address the problem.

7.3.3. Excavation

- a) All excavated material retained for backfill shall be piled in a manner so as not to endanger the work or obstruct sidewalks, driveways, or drainage. Fire hydrants, valve pit covers, utility boxes, and other utility controls shall be unobstructed and accessible at all times during the construction.
- b) Trenches shall be excavated to the required depth and to a width sufficient to provide the necessary working room only. If the trench is on or along a roadbed, saw the pavement along a neat, straight line a width to exceed that width of the bucket that would be used to excavate underlying soils. Trench sides shall be vertical up to at least the mid-point of the horizontal pipe. Loose pavement materials must be removed from the immediate construction site, taking precautions not to mix with soils intended for backfill use (Type "D" soils). If excavation is carried below what is required, the overcut depth shall be backfilled with Type "B" bedding material and compacted to within 95% of the original density. Holes

of ample size shall be cut under and around all joints and to assure that the barrel of pipe rests uniformly and in continuous contact with the supporting ground for its entire length.

- c) When rock is encountered, the excavation shall continue to a depth at least 6-inches below the required grade and backfilled to grade with 6-inches of Type "B" material.
- d) Where pipe laying ceases at the end of the day or for any cause, the end of the pipe shall be securely closed in order to prevent the entrance of water, mud, or any other objectional matter.

#### 7.3.4. Sheeting and Bracing

The applicant shall maintain safe working conditions at all times. If the Inspector determines that the sides of the trench are in need of structural support to protect the workmen, the Inspector will suggest sheeting and bracing, or some other method to adequately support the trench walls, to the project supervisor and so note the suggestion in his daily log. It is the responsibility of the permittee and/or Engineer of Record to provide for support of the trench walls when needed.

#### 7.3.5. Pipe Laying and Jointing

The following standards for pipe laying shall be adhered to where applicable:

<u>MATERIAL</u>	<u>STANDARD</u>
Clay Pipe	ASTM C12
Cast or Ductile Iron Pipe	AWWA C600 except testing and sterilization
PVC Pipe	ASTM D2321

Pipe shall be laid either on a prepared bed or undisturbed earth in bottom of trench shaped as required to fit pipe or upon a layer of properly placed bedding material.

#### 7.3.6. Unsuitable Material Below Pipe Grade

Wherever excavation exposes unsuitable materials such as muck, clay, quicksand, or other unstable material at the trench bottom, which in the opinion of the Inspector, is unsuitable foundation upon which to lay or support pipe, the material shall be removed to a depth necessary to reach material having adequate bearing capacity. Space created by removal of this unsuitable material shall be backfilled using Type "B" backfill or bedding material as determined in Section 5.6.0. Backfill material shall

be placed in 6-inch layers and compacted, using mechanical compaction equipment, to a density equal to 95% of maximum density determined by the Standard Proctor Compaction Test, ASTM D598, latest edition, each layer being compacted to required density prior to placing next layer. The expense for a proctor test performed shall be borne by the permittee.

7.3.7. Thrust Blocks and Anchors

All plugs, caps, tees, and bends of force lines shall be provided with thrust blocks, restraint joints, or other approved thrust restraint method.

7.3.8. Backfilling

Backfill soils will conform to the minimum standards for Class "D" type material as specified in Section 6.6.0. Soft and yielding materials which will not compact readily shall be removed from the work site and suitable materials will be brought in to be used as backfill materials. The Inspector at his discretion may require the permittee to provide a soils report at the expense of the permittee from a certified soils testing agency or other agency acceptable to the County which provides laboratory testing indicating the soils intended for backfill comply with those standards specified for Class "D" materials. A copy of this report shall be furnished to the Inspector.

7.3.9. Initial Backfill

After pipe has been properly laid and inspected, Type "D" backfill shall be carefully placed around the pipe to a depth of twelve inches over the pipe. Backfill material shall be carefully placed in horizontal layers not exceeding six inches in loose depth, and equally on both sides of pipe, and shall be spaded, "walked-in," and compacted to obtain a minimum density of 95% of maximum density as determined by ASTM D698 (Standard Proctor Density). When one layer is completed on both sides of a pipe, a second layer shall be started. Backfill material shall not be obtained from trench walls. Mechanical tamping equipment may be used as approved by the Inspector.

7.3.10. Subsequent Backfill

Above the level of initial backfill, the trench shall be filled with material placed in accordance with one of the following classifications. The excavated top soils shall be used last in the backfill, and the surface of the trench restored to its original elevation.

a. Compacted Backfill

Trenches within street right-of-way, paved areas, and areas frequently subjected to vehicular traffic shall be backfilled with minimum soil Type "D" backfill material compacted as indicated in Section 7.8.0. on road restoration.

b. Plain Backfill

Material for plain backfill shall be Type "D". Backfill material shall be placed in horizontal layers and compacted following a procedure approved by the Inspector such that settlement forming a depression along the excavated area will not result.

c. Backfill for Structures

Backfill for structures shall be compacted backfill, as specified in paragraph (a) above, for a minimum distance of five feet from the outside wall of structure or to undisturbed excavation wall if nearer.

d. Compaction by Flooding

The permittee may compact granular backfill materials above level of initial backfill by flooding provided he has secured prior approval from the Inspector for each location. When compaction by flooding is to be done, backfill material shall be coarse grained gravel gravel-sand, or sand, free of clay, having not more than 5% by weight which passes a No. 100 U.S. Standard sieve and no material which passes a No. 200 U.S. Standard sieve. In addition, the character of soil through which trench passes shall be clayey-gravel or gravel-sand-silt mixtures which possess permeability sufficient to result in flooding water being drained away in a reasonable time not to exceed three days. All tests required to determine if backfill material or soil adjacent to trench is suitable for compaction by flooding shall be the sole responsibility of the permittee.

7.3.11. Disposal of Surplus Material

The unauthorized random "dumping" of surplus materials on private property or County rights-of-way or easements is strictly prohibited.

The permittee shall indicate to the Inspector what area is to be used for the disposal of surplus material and show evidence of authorization to the Inspector that he has the right to use this area.

If no area is available for this purpose, the County Sanitary Landfill is to be used.



#### 7.3.12. Dust Control

If it is determined by the Inspector that dust has become a safety hazard or nuisance during the construction period, the permittee shall utilize water or calcium chloride to reduce the dust concentration.

### SECTION 7.4.0. - Field Testing of Water Distribution and Wastewater Collection Systems

#### 7.4.1. Water Main and Sewer Force Main Pressure Test

After the pipe is laid and flushed, the system shall be hydrostatically tested in accordance with AWWA Standard C600. The Inspector is to be present during the examination.

#### 7.4.2. Gravity Sewer Test

A low pressure test shall be performed prior to final inspection. The testing shall be performed in the presence of the Inspector, and the Inspector shall be notified in accordance with 7.1.1. Generally, the sewers will be tested from manhole to manhole or from manhole to the end of the sewer if there is no manhole at the end. Service connections along the sewer main will be included in the testing.

The test procedure shall be conducted in the following manner:

- (1) The permittee shall clean and remove all debris, silt, earth, or other material from the sewer prior to the testing. The sewer shall be flushed with water by the permittee.
- (2) Test plugs will be installed within the pipe at each manhole.
- (3) If the pipe to be tested is below the ground water table, the permittee shall determine, in a manner suitable to the Inspector, the depth of the ground water above the pipe invert immediately prior to testing the sewer. All gauge pressures in the test shall be increased by the amount of this back pressure due to ground water submergence.
- (4) Air shall be added slowly to the test portion of the pipe until the internal air pressure is raised to 4.0 psig. A stabilization time of five minutes will be used to allow entering air to equalize with the temperature of the pipe wall.
- (5) If the internal air pressure decreases, the time required for the pressure drop from 3.5 to 2.5 psig will be observed and recorded. This time interval shall be compared with the established standards.

The minimum times for pressure drop from 3.5 to 2.5 psig shall be the times derived from the following equations from ASTM C828.

(1) Single pipe size:

a.  $t = (0.085/q) \times d$

where:

$t$  = minimum time for pressure to drop from 3.5 to 2.5 psig., sec.

$q$  = 0.003 = permissible air loss per square foot of internal pipe surface, ft.<sup>3</sup>/min.

$d$  = nominal inside diameter of pipe, inch.

b.  $t = (0.022/Q) \times d^2 L$

where:

$Q$  = 2.0 = allowable total air loss, ft.<sup>3</sup>/min.

$L$  = Length, ft.

(2) Two pipe sizes in the test section:

a.  $t = (0.085/q) \times (d_1^2 L_1 + d_2^2 L_2) / (d_1 L_1 + d_2 L_2)$

b.  $t = (0.022/Q) \times (d_1^2 L_1 + d_2^2 L_2)$

An infiltration/exfiltration test will only be allowed when site conditions and circumstances demonstrate that the test would evaluate the structural integrity of the system more effectively than the low pressure examination. Department approval is required and the test procedure will be outlined by the Department. Maximum allowable infiltration/exfiltration shall be less than 100 gallons per day per inch diameter per pipe mile.

SECTION 7.5.0. - Boring and Jacking

7.5.1. General

Crossings shall be made under the existing pavement unless trenching has been approved by the Department. It shall be the responsibility of the utility provider to contact the Department, prior to the design of the utility installation, and request and receive a variance from this policy.

A request for variance from this policy, after the design and construction bidding procedure has been completed, will not be approved on the basis of cost, time delays, or required contract changes because of the required subgrade crossing operation.



7.5.2. Closed End Jacking

Closed end jacking is permitted for pipes or casings up to three (3) inches (O.D.). Closed end jacking is permitted up to five (5) inches (O.D.) below six (6) feet of overburden. Larger pipes shall be jacked only with the end open for clean out purposes as jacking progresses.

Closed end jacking of plastic pipe, or open end jacking without an auger for continuous clean out of the bore as jacking progresses, will not be allowed.

7.5.3. Mechanical Boring

Mechanical boring may be used for any pipe size or in conjunction with the installation of a liner pipe. Jetting or water sluicing methods, jetting with compressed air, or tunneling devices with vibrating type heads that do not have positive control of the conduit displacement and grade shall not be allowed.

7.5.4. Liner Pipe Installation

The liner pipe shall be installed in accordance with standard jacking and boring procedures unless otherwise approved by the Inspector.

7.5.5. Pit Excavation

The construction shall not interrupt traffic on the roadway. The pit shall be no closer than four (4) feet from the edge of pavement or two (2) feet from a curb section, unless otherwise authorized by the Department. The pit shall also be excavated and backfilled in the manner described in Section 3 of this Chapter.

SECTION 7.6.0. - Casings

7.6.1. Casings are required for underground crossings of utilities where the carrier conduit is of insufficient strength due to composition or cover or such that it cannot reasonably be jacked.

7.6.2. When casing is used for transporting flammable gasses or fluids, the casing should extend to the top of the slope and be vented at the outside of the right-of-way line.

An air pressure test for leaks shall be conducted in the presence of the Inspector upon completion of each crossing at a minimum test pressure of 20 psi in accordance with FDOT's Utility Accommodation Guide. In all cases, (with or without cases) the construction will be as specified by Federal Standards as listed in

Florida Public Service Commission Rule 25-12.03, as amended by Order No. 5221 issued by the Commission on September 17, 1971, together with any subsequent modifications thereto. In addition, gas lines with an operating pressure equal to or greater than 60 psi, and all other flammable fuel lines shall be covered by a four (4) inch concrete slab when the depth from the top of the pipe to the earth surface is less than 36 inches.

#### SECTION 7.7.0. - Codes and Standards

The latest edition of the established standards of the following organizations shall be followed as if they were fully written herein and constitute a part of the specification requirements, except where otherwise specified:

- (a) National Fire Protection Association - "National Electrical Code".
- (b) Occupational Safety and Health Administration - "O.S.H.A.".
- (c) Appropriate Leon County Ordinances, Policies, Rules, and Regulations.

#### SECTION 7.8.0. - Flushing and Disinfecting

All new water systems, or extensions to existing systems shall be flushed and disinfected before being authorized to be placed in service. AWWA Standard C601-68 and State of Florida Health Standards shall be followed. Flushing rate for mains eighteen (18) inches and smaller shall be at 2.5 fps.

#### SECTION 7.9.0. - Road Restoration

##### 7.9.1. General

In addition to those specifications outlined in Section 7.3.3., the following procedure will be adhered to when a trench is located within a roadbed, any paved area or other areas frequently subjected to vehicular traffic.

##### (a) Trench Bottom Excavation

The trench bottom for the installation of water mains may be flat bottom. The trench bottom for all other pipes shall be shaped to conform to the shape of the bottom 120-degrees of bell and pipe barrel.

(b) Backfill

The initial backfill operation shall be according to Section 7.3.8.(a). The remainder of the trench will be backfilled and compacted in size to nine inch layers to within five (5) inches of the existing pavement as depicted in Figures 7.5 and 7.6. The compaction shall meet 95% of the original density when using the Standard Proctor Test.

7.9.2. Restoration of Roadbeds

(a) General

Restoration of pavement cuts will be handled in the following manner (Note Figures 7.5 and 7.6 for the specifics).

Full road width paving is required when a cut is made in a paved road for more than 50 linear feet. The area beginning 25 feet before the cut and 25 feet beyond the cut must be repaved the full width of the existing pavement with one (1) inch of Type II asphalt in addition to normal patching.

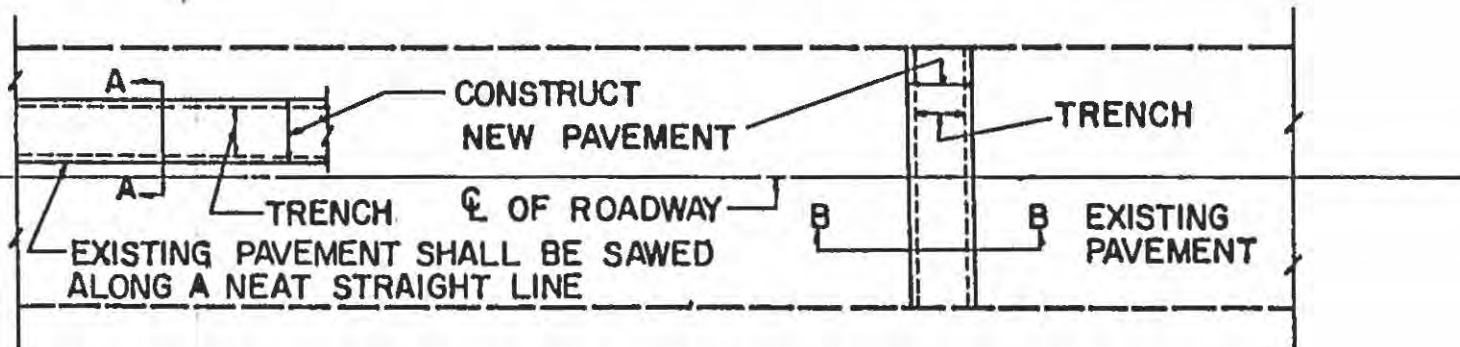
Full road width paving shall also be required when multiple lateral cuts are made on a section of road, and it is determined by the Department that the number of cuts and closeness of cuts accumulated and/or proposed severely reduces the structural integrity of the road surface or subgrade.

Restoration of the road base is accomplished by placing sand asphalt upon the compacted backfill in two (2) inch compacted lifts; or 2,500 psi compressive concrete may be used. In either case, the trench will be filled up to one (1) inch of the top of the pavement. When sand asphalt is used and tacking has been accomplished, Type II asphalt may immediately be placed to complete the patch. When 2,500 psi concrete has been used, 24 hours of curing time is required and the final tacking and patch will not be placed prior to 24 hours from when the concrete was placed.

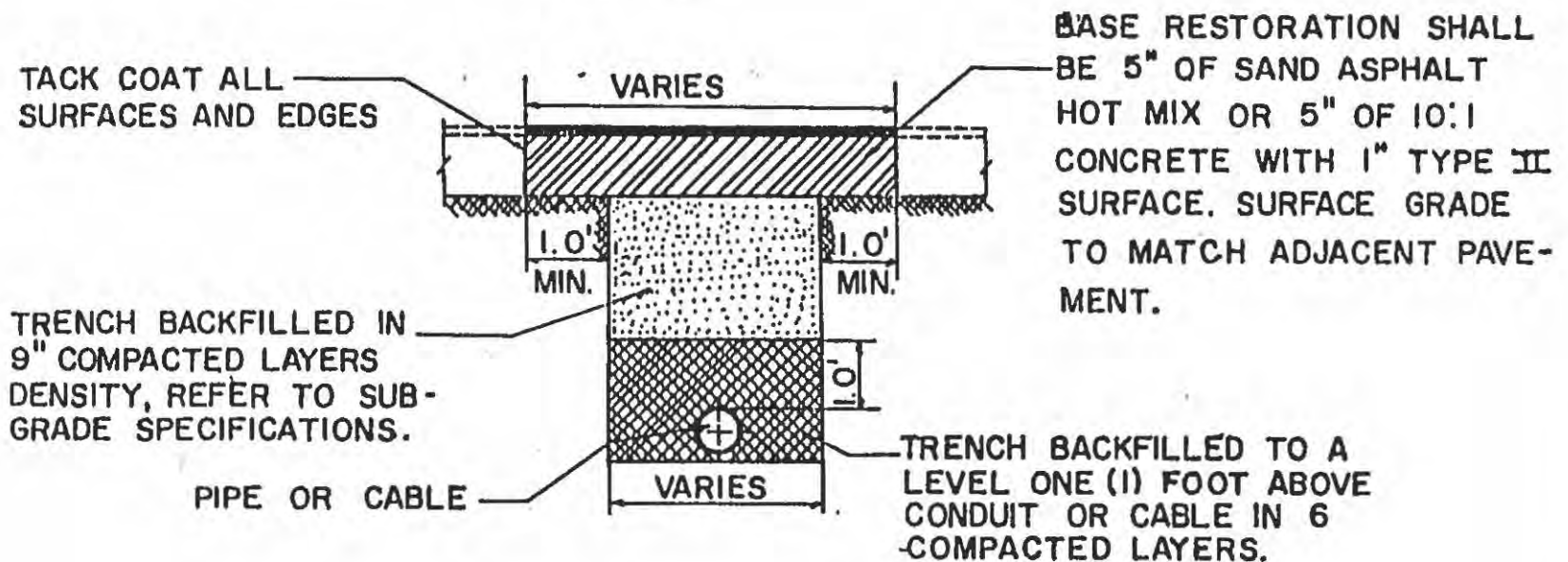
(b) Surface Preparation

To increase the surface size of the patch area, which increases the weight bearing capacity of the area patched, cut back the pavement 12 inches on both side of the trench to a total depth of six (6) inches, exposing the road base, and immediately remove all loose materials, storing them away from the work area. The cut shall be made with tools approved by the Inspector.

PAVEMENT RESTORATION FOR TRENCHES



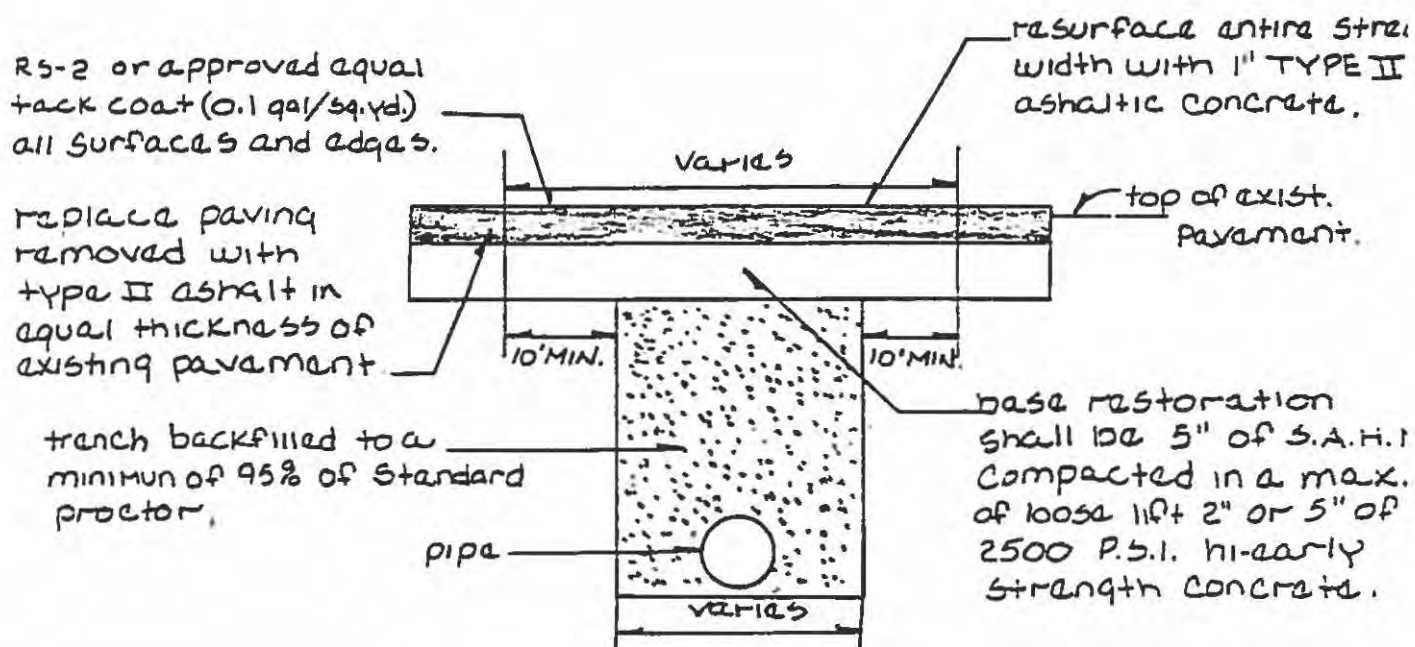
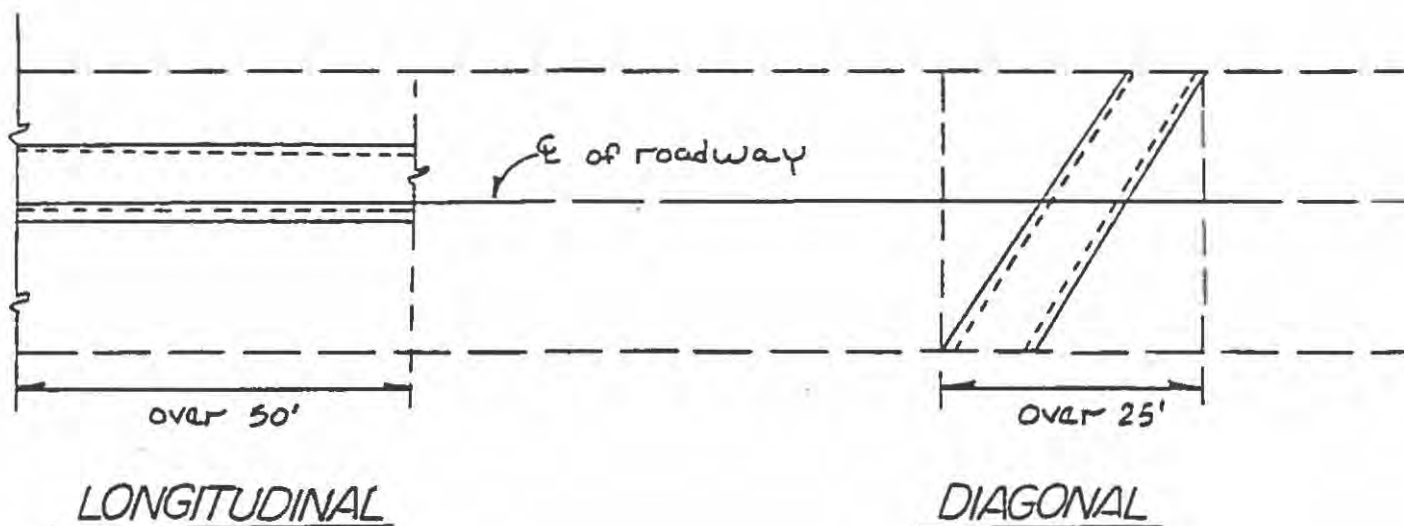
PLAN



SECTION A-A & B-B

NOTE: PAVEMENT RESTORATION FOR LONGITUDINAL CUTS IN COUNTY STREETS SHALL INCLUDE FULL LANE WIDTH RESURFACING FOR EACH LANE WITHIN WHICH THE CUT EXTENDS.





## PAVEMENT RESTORATION FOR TRENCHES

IN LONGITUDINAL CUTS OVER 50' AND DIAGONAL CUTS OVER 25'.

FIG. 7.6 VII-20

(c) Asphalt Patch

It is important that the bonding surface be as clean as practical, and free of all loose material that tack materials may seal properly. Before the asphalt may be placed, the bonding area must be uniformly tacked with RS-2 emulsified asphalt or other comparable materials approved by the Inspector. Rate of tack application is 0.1 gallons per square yard. The coat may be applied by hand methods using cloth materials such as mops or rags for linear cuts or longitudinal cuts of less than 50 linear feet are made. Pressure distribution must be used when cuts are more than 50 feet in length to prevent the tack materials from solidifying and losing adhesive characteristics prior to applying the asphalt. Normally, the patch material will be placed and compaction begun within 15 minutes after tacking.

All asphalt materials delivered to the job must arrive at the work site at 230° to 310° and not be less than 205° prior to the compaction operation.

The patch job is complete when the appropriate patch material is placed back in one (1) inch compacted lifts, if using a small upright compactor, or two (2) inch compacted lifts, if using a layer type compactor, until the seams of the patched surface area are level with the existing pavement and the patch is crowned 1/4 inch to prevent the patch from sinking below the existing pavement due to settling.

(d) Manhole Openings and Other Appurtenances

When a manhole or any utility appurtenance of this order is placed within a County right-of-way, the top of the structure may be even with, but not greater than 1/4 of an inch above, the adjacent surface. The backfilling of the structure shall conform to those standards outlined in Section 7.3.8. To restore the road base and existing paving, cut the pavement back to subgrade 12 inches from the manhole or appurtenance leaving clean, even margins. Restore by using 2,500 psi concrete to refill the road base area and paving cut. Appropriate hand tools such as a float or trowel shall be used to cause a smooth surface and to slope the concrete from the top of the structure to the margin of the cut.

(e) Unpaved Roads

When unpaved roads or any portion of a right-of-way is cut, the cut area must be compacted back to obtain equal or greater density of the adjacent undisturbed soils.



The permittee shall be responsible for and maintain the immediate completed restoration work for a period of one year from the date of final inspection. The permittee shall not be responsible for damages or conditions created by a third party, except if caused by inferior work by the permittee.

The area cut must be leveled and any soil evenly distributed. Seeding, sodding, and shrubbery procedures are found in Section 7.9.0. of this chapter.

The top of manholes will not be located closer than one (1) foot beneath the surface of the road unless an acceptable alternative method which will secure the manhole structure is provided. Prior approval by the Department is required for exception to the one (1) foot rule.

#### SECTION 7.10.0. - Final Dressing

##### 7.10.1. General

Clean up is an essential part of the construction job.

Clean up shall be completed as promptly as practical. The final inspection will not be complete until all areas covered under "clean up" are fulfilled. The following areas are to be completed as they apply to the specific construction area.

##### 7.10.2. Grassing and Mulching

When applicable, grassing and mulching of all disturbed areas shall begin immediately after installation is completed and before inspection. Any yards or parts of rights-of-way in front of private property which have a grass mat will be re-sodded with like sod, or otherwise to the satisfaction of the Inspector.

##### 7.10.3. Sprigging

Apply 4-8-4 fertilizer at the rate of six hundred pounds per acre to those areas to be sprigged. Use only live sprigs which match the existing grass and which have uninjured roots. The sprigs are to be placed in rows and the distance between rows shall not exceed one (1) foot. The sprigged area shall be watered appropriately.

##### 7.10.4. Sodding

Immediately before sod is placed, 4-8-4 fertilizer shall be applied at the rate of six hundred pounds per acre by mechanical spreaders or broadcasting and raking. The sodded area shall be water appropriately.

#### 7.10.5. Seeding

All areas to be seeded shall be fertilized with 12-8-8 NPK dry fertilizer applied at the rate of 400-600 pounds per acre and thoroughly worked into the soil. Grass seed shall be a mixture of 20 parts of bermuda and 80 parts of pensacola bahia seed, applied with mechanical distributors at the rate of 100 pounds per acre. During the months from October to January, the grass seed mixture shall be 50 parts winter rye and 50 parts pensacola bahia seed. All seed and fertilizer used shall meet the specifications of the State Department of Agriculture.

Erosion prevention, repairs, replanting, reseeding, and resodding of the construction area shall be the responsibility of the permittee until the soils and surfaces are stabilized.

#### 7.10.6. Mulching

When mulching is determined to be necessary by the Department, seeded areas shall be uniformly mulched in a continuous blanket immediately following seeding at a rate of 1-1/2 tons of hay or straw per acre. Hay with noxious seeds or plants is not acceptable. Decayed, moldy, or brittle hay is not acceptable. The thickness shall be adequate to hold the soil but loose enough to favor the development of grass. Immediately following the mulch distribution, the mulch shall be anchored to the soil by means of a seed drill, disk harrow (set to cut only slightly), or other suitable equipment which will secure the mulch but prevent the loss of mulch from wind and rain. String lines placed at sufficient intervals is also acceptable for this purpose.

On slopes where machinery cannot be used, mulch may be anchored in place by hand or spading, string lines, or non-metallic open weave fabric. Mulch areas shall be watered immediately after distribution and anchoring.

#### 7.10.7. Hydro-Seeding

Under this method, the seed, fertilizer, and mulch are mixed with water which produces a slurry. The slurry shall be distributed over the area to be seeded. The concentration of seed and fertilizer are specified in Section 7.9.5.

The equipment for mixing the slurry and for applying the slurry over the areas to be seeded shall be capable of applying a uniform slurry over the entire area and shall meet the approval of the Inspector.

The mulch material shall be included in the slurry mixture and shall be applied at the rate of 1,000 pounds of mulch material per acre. Mulch material shall consist of wood cellulose fiber material especially prepared for this purpose. It shall be prepared in such a manner that it will contain no growth-inhibiting or germination-inhibiting factors and shall be dyed an appropriate color for readily determining the rate of spread by visual observation. The slurry shall be uniform and homogenous, forming a blotter-like ground cover and impregnated uniformly with grass seed. Rainfall and water shall be able to percolate to the under-fiber material. Other types of mulch material may be used upon the Inspector's review and approval.

The permittee shall maintain the grassed areas in a satisfactory condition until the grass has reasonably sprouted and taken hold.

## CHAPTER VIII

### ENFORCEMENT AND BONDING POLICIES AND PROCEDURES

#### SECTION 8.1.0. - General

- 8.1.1. The permittee, upon receiving a Leon County Facilities Construction Permit or Right-of-Way Placement Permit, is authorized to perform only the work outlined in the permit application and attachments, and any conditions prescribed by F.D.E.R. and the Department as a requisite to the granting of the permit. The permittee, while in the process of accomplishing the permitted activity, is legally obligated to follow and/or perform all requirements promulgated by Ordinance 80-29, Ordinance 81-17, State Statutes, and all County policies relating to utilities construction and placement.
- 8.1.2. During the construction or placement operation, the Inspector shall monitor the work for compliance with the approved plans and specifications. Deficiencies found by the Inspector shall be made known to the permittee or project supervisor. The permittee or project supervisor shall cause immediate corrections to be made.
- 8.1.3. A project supervisor shall be present at all times during construction. When a deviation or potential deviation is discovered that would require a substantial change, all work shall stop except any corrective measures necessary to address a deficiency or to prevent a hazard to the public or any structure.

#### SECTION 8.2.0. - Facilities Construction Permit--Non-Compliance

- 8.2.1. When the Inspector determines that a deficiency in materials or workmanship exists, or substantial deviations from the approved plans has occurred, and if the Inspector determines that said deficiency does not place other utilities, private property, or any structure in jeopardy, nor creates a hazard to the public, the Inspector may approve a grace period, normally up to 72-hours, for the corrective measures to be completed. Otherwise, the corrective measures necessary due to a deviation from the plans, materials, or workmanship, shall be accomplished by the permittee immediately upon notification by the Inspector.
- 8.2.2. A grace period shall not be approved when the Inspector determines that further construction of the facility will cause the required corrective measures to become more technically or financially impractical to complete at a later date than if corrective measures were completed immediately.



- 8.2.3. The Inspector shall record the specifics of the deficiency or deviation and grace period in the Inspector's field journal and on the Department's and permittee's sets of approved plans.
- 8.2.4. The permittee assumes any and all liabilities created by the permitted construction and any deficiencies or deviations from the permitted construction.
- 8.2.5. Upon completion of the work to correct the deficiency, and/or at the end of the grace period, the Inspector shall review the site to determine if the deficiency has been corrected.
- 8.2.6. If the Inspector determines that the specified corrective measures have not been initiated or satisfactorily completed by the end of the grace period, the permittee shall be deemed in non-compliance of the issued permit. The Inspector shall notify the Department of such non-compliance.
- 8.2.7. The Department, following review of the non-compliance, shall be authorized to initiate any or all of the following enforcement procedures:
  - a) Grant an extended grace period and repeat a follow-up inspection;
  - b) Issue a Stop Work Order and request the Board to revoke the authorization to construct the facility. See Section 8.5.0.;
  - c) Call on the performance bond surety for completion of the necessary corrective measures; or
  - d) When immediate repairs are required to prevent possible injury to the public, the Department shall cause such repairs to be made, the cost of which shall be paid by the permittee prior to being allowed to continue work on any portion of the project.

SECTION 8.3.0. - Right-of-Way Placement Permit or Short Form Non-Compliance

- 8.3.1. The Inspector shall monitor the permitted work for compliance according to the permit application and attachments and for any conditions set forth by the Department. If a deficiency or deviation from the plans is found during the placement operation, the Inspector shall notify the permittee or project supervisor of the deficiency, and the permittee or project supervisor shall make corrective measures of the deficiency specified by the Inspector, normally the same day.

- 8.3.2. If the Inspector determines that corrective measures are needed immediately to protect the County and private property, or for the protection of the public, the Inspector shall instruct the applicant to complete the corrective measures immediately.
- 8.3.3. If, upon final inspection, the Inspector determines that further corrective measures are required to complete the placement in accordance with County policies, the Inspector shall notify the permittee and inform him of the deficiency found and establish the date of another inspection. The project shall not be considered complete, and the Inspector shall not sign off on the project, until the deficiency has been corrected.
- 8.3.4. If immediate corrective measures are not taken by the permittee, and the state of construction is such that there is a danger or hardship to the public, the Inspector shall notify the Division of Operations and arrange for the completion of the corrective measures. It shall be recorded in the Inspector's journal that the permittee is in non-compliance of the approved plans and specifications. The Department shall then notify the County Administrator and agenda a recommendation by the Board to call the Performance Bond. When the Division of Operations completes the corrective measures, the cost incurred to the County to complete the corrective measures shall be reimbursed to the County from the bond proceeds.
- 8.3.5. If after the established date of a follow-up inspection the corrective measures are not initiated, the Inspector shall notify the Department; and the Department shall arrange for the Division of Operations to complete the corrective measures. It shall be recorded in the Inspector's journal that the permittee is in non-compliance of the approved permit. The Department shall notify the County Administrator and agenda a recommendation to the Board to call the Bond.
- 8.3.6. If, during the one year following the final inspection and approval, the Inspector finds that further work is required for such reasons as erosion, backfill subsiding, inferior materials and/or workmanship, the Inspector shall determine the urgency of the corrective measures as specified in this section and notify the permittee accordingly. The Inspector shall arrange a time to inspect the corrective measures.
- 8.3.7. If the corrective measures are still not completed satisfactorily by the permittee, the Inspector shall notify the Department; and the Department shall have the corrective measures completed. The permittee shall be in non-compliance of the placement permit; and the



Department shall require the permittee to reimburse to the County the cost to perform the corrective measures and to post a Maintenance Bond prior to the issuance of another Right-of-Way Placement Permit to that permittee.

**SECTION 8.4.0. - Unauthorized Right-of-Way Placements**

**8.4.1. Unauthorized Placement**

The Inspector, upon discovery of an unauthorized placement operation, shall determine the nature of the violation. If the party responsible for the activity cannot demonstrate that the activity is an emergency, the Inspector shall notify the Department.

8.4.2. The Department shall discuss and consider the circumstances and severity of the violation and shall be authorized to take any and all of the following enforcement procedures:

- a) Allow the completion of the activity and officially record the violation accordingly;
- b) Have the Inspector instruct the responsible party of the activity to submit a Right-of-Way Placement Application within two (2) days following the violation;
- c) Order the work to stop and instruct the violator to perform the necessary measures to prevent a hazard to the public and restore the right-of-way;
- d) Notify the Sheriff's office and request assistance in resolving the violation. The County Administrator's office shall be so notified.

8.4.3. When it comes to the attention of the Department that an unauthorized placement has occurred, the Department shall make every attempt to determine the party responsible for the activity.

8.4.4. If the Department is not able to readily determine the responsible party, the Department may take such action as is reasonably necessary to determine the identity of the responsible party; and costs of such actions to be borne by the responsible party.

8.4.5. Upon the determination of the responsible party, the Department shall discuss the violation with the County Administrator's office to determine the appropriate measures to be taken.

8.4.6. Nothing herein shall preclude the County from seeking an injunction to obtain compliance with these requirements.

SECTION 8.5.0. - Stop Work Orders

8.5.1. The construction operation of permitted facilities shall be discontinued except for remedial work when found in violation of County policies and procedures, and if in non-compliance of the permit.

- a) When the Department issues a stop work order, no further work shall be performed from that moment on, except the required work to alleviate the deficiencies and safety hazards. The Stop Work Order shall remain in effect until the Department issues a written authorization to lift the order.
- b) A Stop Work Order shall be posted at the job site.
- c) Upon completion of the required work, the Department shall provide written authorization to proceed with the operation and remove the Stop Work Order, which has been posted at the job site.
- d) If unauthorized construction activities persist at anytime after the notification to shut down the operation, the Inspector shall notify the Division Director, the Public Works Administrator, or the next available Department Officer. The Department shall notify the permittee and project supervisor that they are in violation of the Stop Work Order, and may request the arrest and prosecution thereof if the work persists.
- e) The Stop Work Order is directed not only to the permittee but also to the person or firm actually performing the physical labors of constructing or maintaining the utility or the person responsible for the construction or maintenance of the utility. Continued work in violation of the Stop Work Order is a misdemeanor punishable by fine not to exceed \$500.00 or by imprisonment in the Leon County Jail not to exceed sixty (60) days or by both fine and imprisonment. Each day workers perform in violation of the Stop Work Order is a separate violation.

8.5.2. If the required work is not performed within twenty (20) calendar days following the issuance of the Stop Work Order, it shall be determined that the project is incapable of being completed by the permittee; and the permit may be revoked and the performance bond may be called to complete the project, as determined by the County.



SECTION 8.6.0. - Performance Bonds

- 8.6.1. Prior to the commencement of facility construction, the utility owner shall obtain and deliver to the County a performance bond in an amount of 100% of the total estimated cost of construction with a surety approved by the County. The County may waive the requirement for a performance bond upon the receipt of other adequate assurance of the owner's ability to perform its obligation under the authorization.
- 8.6.2. The use of the performance bond does not preclude the County from pursuing further default measures in a manner described in County Ordinance 80-29.
- 8.6.3. Prior to the commencement of the right-of-way placement, the permittee or utility owner shall obtain and deliver to the County a performance bond in an amount of 100% of the total estimated cost of right-of-way restoration.

SECTION 8.7.0. - Maintenance Bonds

- 8.7.1. Any Right-of-Way Placement Permit permittee who has violated a provision of these policies, specifications, and procedures with regard to a prior project may be required to place with the County a maintenance bond for any subsequently issued permits.
- 8.7.2. When a maintenance bond is required, it shall be set at an amount of equal to 10% times the estimated cost of construction, or right-of-way restoration cost, whichever is appropriate, and shall last a period of one year.

EXHIBIT V

**RECOMMENDED LANGUAGE CHANGES**  
**"Policies, Specifications, and Procedures for the**  
**Construction and Placement of Utilities in**  
**Leon County, Florida"**

Chapter 5

Section 5.2.7.0. Proper Corridors for Placements

Where reasonably possible, transmission lines will be placed in the corridors and at the depths or heights established in figures 5.1.0., 5.1.1., 5.2.0, and 5.2.1.

All plans and drawings accompanying a permit application shall reflect the use of the appropriate corridors where possible, including applications for the replacement of existing utilities. When slopes or buffer areas are insufficient to accommodate the utility in its normal place, or if another utility is already occupying that corridor, considerations for approval by the Department shall be on an individual basis.

Section 5.2.7.1. Lateral Crossing Service Stub-Outs

All underground placements along County rights-of-way which are intended to provide service to contiguous lands shall include the placement of service stubs laterally crossing the right-of-way, beyond the travelled roadway. Along rights-of-way bordered by subdivided land, such services shall be placed, at the minimum, so as to provide service to the opposite side of the right-of-way, at the lot lines for alternating subdivision lots. Along rights-of-way bordered by undeveloped lands, such service stubs will be placed, at the minimum, at 500 foot intervals.

Laterally crossing service stubs shall also be placed at intersections of the right-of-way with other roadways where adjacent lands are to be provided service by the utility placement being permitted so as to allow the provision of service without future disturbance of the travelled roadway.

Recommended Changes  
"Policies and Procedures"  
Page 2

Chapter 7

Section 7.3.10.1. Use of Shrinkless Backfill

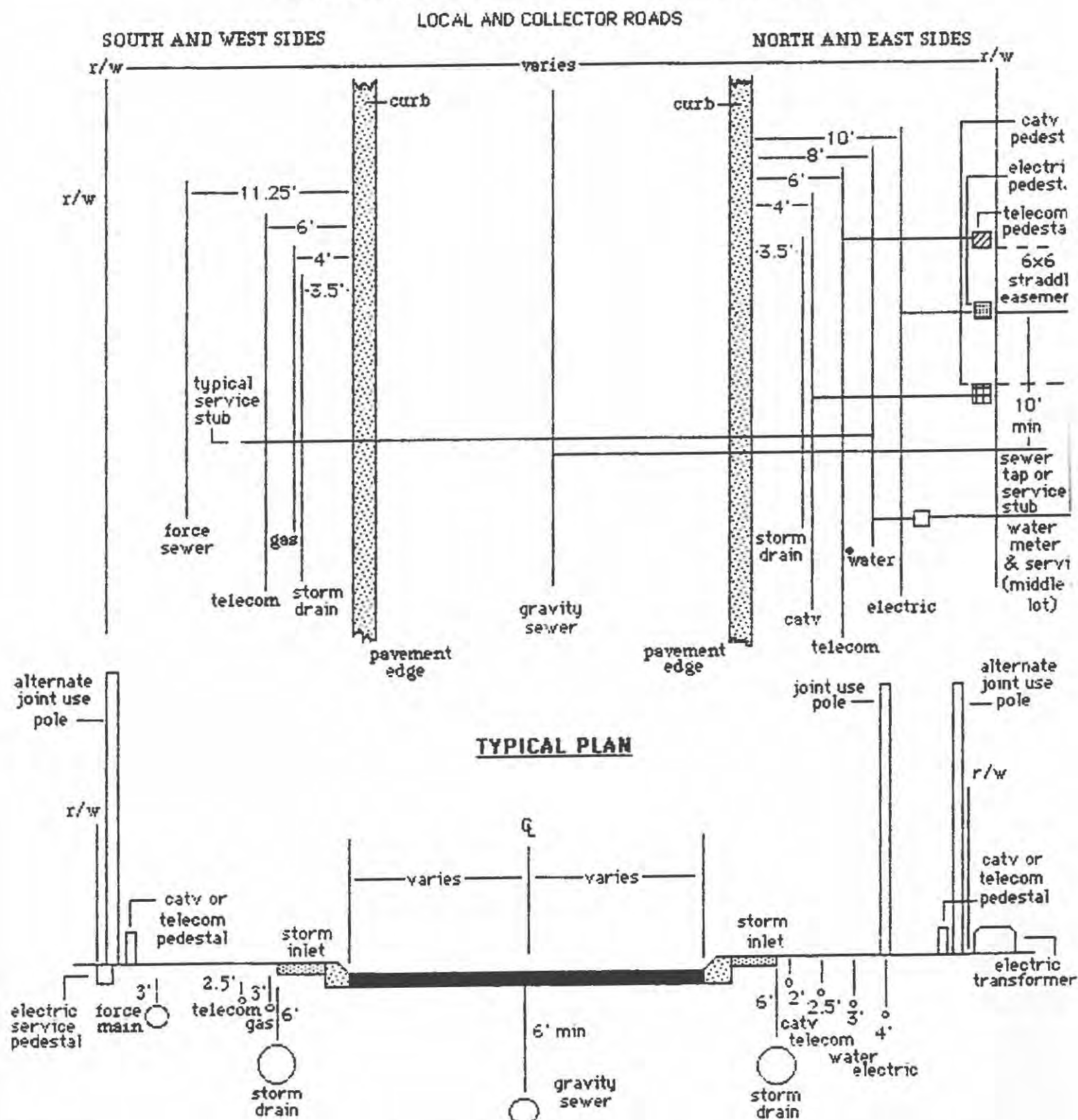
In lieu of the use of the backfill materials stated in Section 6.6.0. and the backfilling methods stated in Sections 7.3.9., 7.3.10. and 7.9.1.b. the permittee may utilize shrinkless backfill to fill the trench, excluding the surface of the trench.

In order to allow grasses and other natural cover to establish itself, the final six inches of trenches located off of the travelled surface of the right-of-way shall be filled with the excavated topsoils and compacted in accordance with the specifications stated in 7.3.9. and 7.3.10.

Trenches located within a roadbed, any paved area or other areas frequently subjected to vehicular traffic shall have the final five inches of restoration accomplished in accordance with Figures 7.5 and 7.6

EXHIBIT I

RECOMMENDED GUIDE FOR UTILITY PLACEMENT  
PUBLIC RIGHT-OF-WAY WITH CURB AND GUTTER



**NOTE**

these plans apply to all street and r/w widths except where adequate space between edge of pavement & r/w is not available or other Fed. or State regs. apply

**TYPICAL CROSS SECTION**

All depths are minimum below established grades. Storm drain will not vary more than 2' in front of or behind curb.

Deflection required at storm drain inlets.

Fig 5.10  
Page 350 of 1369

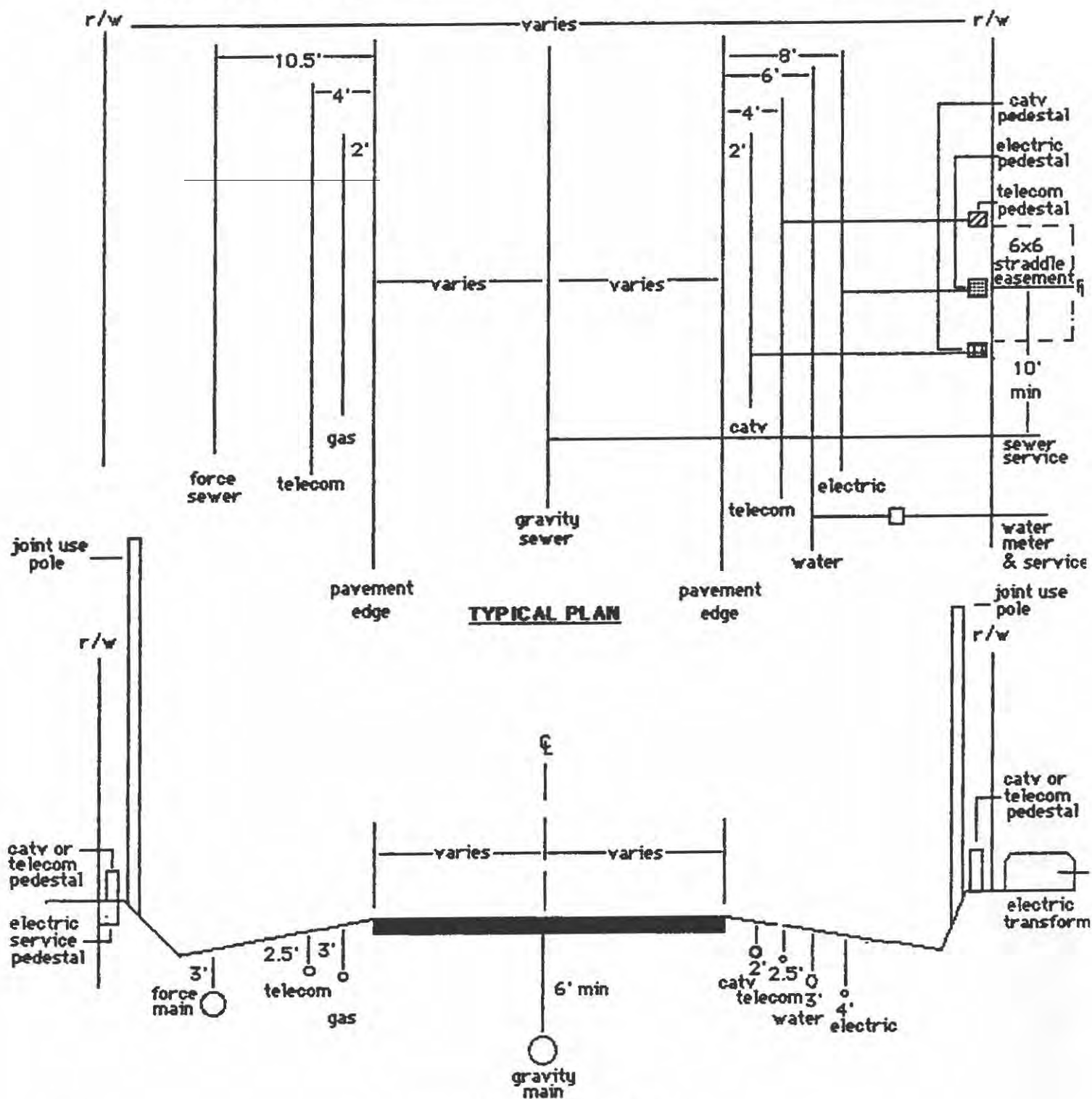
Posted June 11, 2018



**RECOMMENDED GUIDE FOR UTILITY PLACEMENT  
PUBLIC RIGHT-OF-WAY WITHOUT CURB AND GUTTER**

**EXHIBIT II**

**SOUTH AND WEST SIDES      LOCAL AND COLLECTOR ROADS      NORTH AND EAST SIDES**



### Note

these plans apply to all street and r/w widths except where adequate space between edge of pavement & r/w is not available or other Fed. or State regs. apply

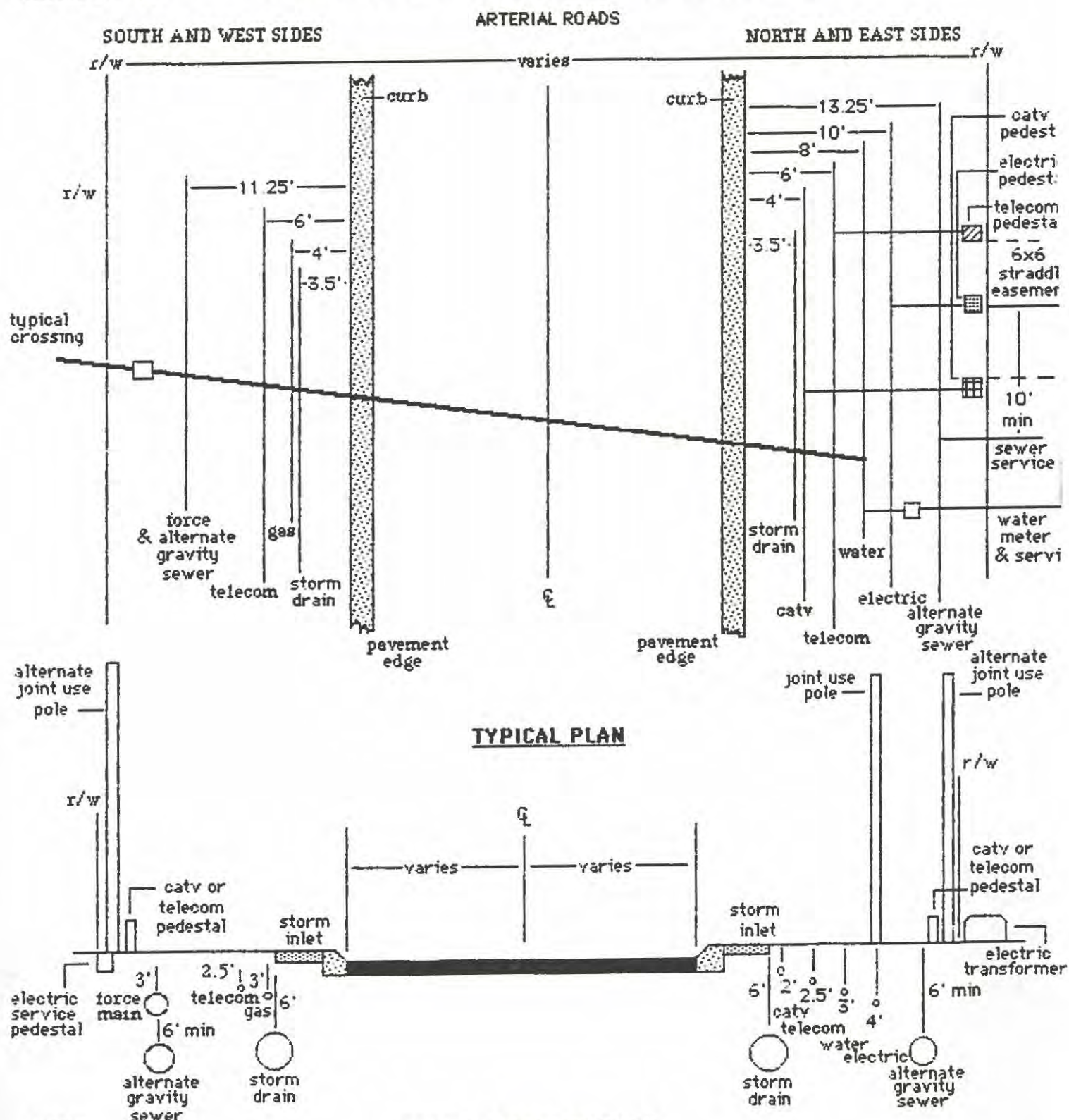
All depths are minimum below established grades.

Fig. 5.2.0.

# RECOMMENDED GUIDE FOR UTILITY PLACEMENT

## EXHIBIT III

## PUBLIC RIGHT-OF-WAY WITH CURB AND GUTTER



### NOTE

these plans apply to all street and r/w widths except where adequate space between edge of pavement & r/w is not available or other Fed. or State regs. apply

### TYPICAL CROSS SECTION

All depths are minimum below established grades. Storm drain will not vary more than 2' in front of or behind curb.

Deflection required at storm drain inlets.

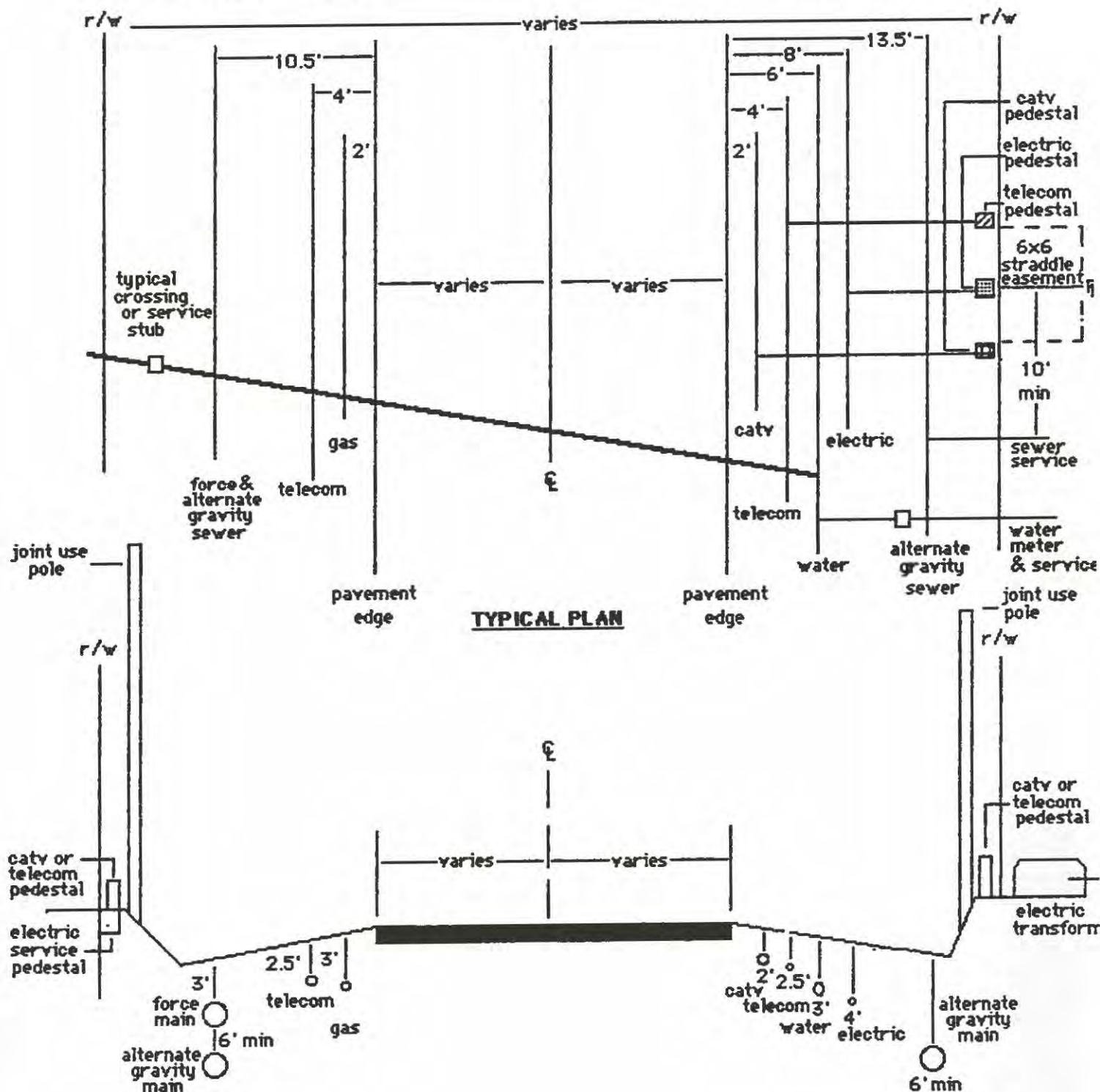
Fig. 5.1.1.



# RECOMMENDED GUIDE FOR UTILITY PLACEMENT

## EXHIBIT IV PUBLIC RIGHT-OF-WAY WITHOUT CURB AND GUTTER

SOUTH AND WEST SIDES      ARTERIAL ROADS      NORTH AND EAST SIDES



### Note

these plans apply to all street and r/w widths except where adequate space between edge of pavement & r/w is not available or other Fed. or State regs. apply

### TYPICAL CROSS SECTION

All depths are minimum below established grades.

Fig. 5.2.1.

## **WATER AND SEWER AGREEMENT**

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

### **WITNESSETH**

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

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

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

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

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

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

### **Section 2. Franchise.**

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

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

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

### Section 3. Target Water and Sewer Service Areas.

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

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

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

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

### Section 4. Rights and responsibilities of City.

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

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

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

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

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

#### Section 5. Annual Review of Long Range Master Plan.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Section 9. Standards for Construction and Operation.

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

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

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

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

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

#### Section 11. Dispute Resolution.

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

Conflict Resolution Act" shall not apply to disputes under this Agreement, as an alternative dispute resolution process, is hereby encompassed within Section 11. The aggrieved Party shall give written notice to the other Party, setting forth the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice".

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

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

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

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

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

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

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

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

#### Section 12. Indemnification

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

#### Section 13. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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


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

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

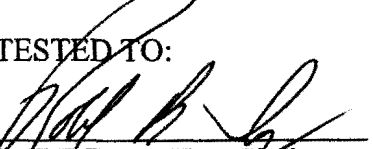


IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have executed this Water and Sewer Agreement as of the date first written above.

LEON COUNTY, FLORIDA

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

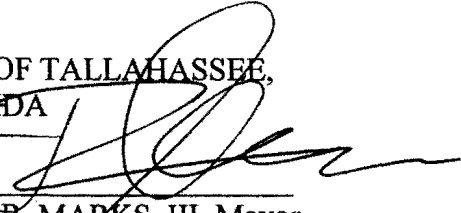
ATTESTED TO:

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

APPROVED AS TO FORM:

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

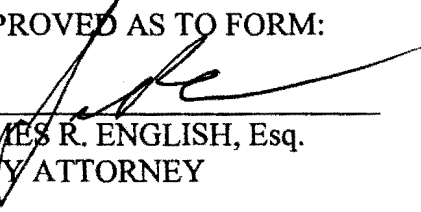
CITY OF TALLAHASSEE,  
FLORIDA

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

ATTESTED TO:

By:   
GARY HERNDON  
City Treasurer-Clerk

APPROVED AS TO FORM:

By:   
JAMES R. ENGLISH, Esq.  
CITY ATTORNEY

COMMISSIONERS:

WILLIAM C. PROCTOR, JR.  
DISTRICT 1

JANE G. SAULS  
DISTRICT 2

DAN WINTERSTEIN  
DISTRICT 3

TONY GRIPPA  
DISTRICT 4

BOB RUCKLEFF  
DISTRICT 5

CLIFF THIELL  
AT-LARGE

ED DEPUY  
AT-LARGE



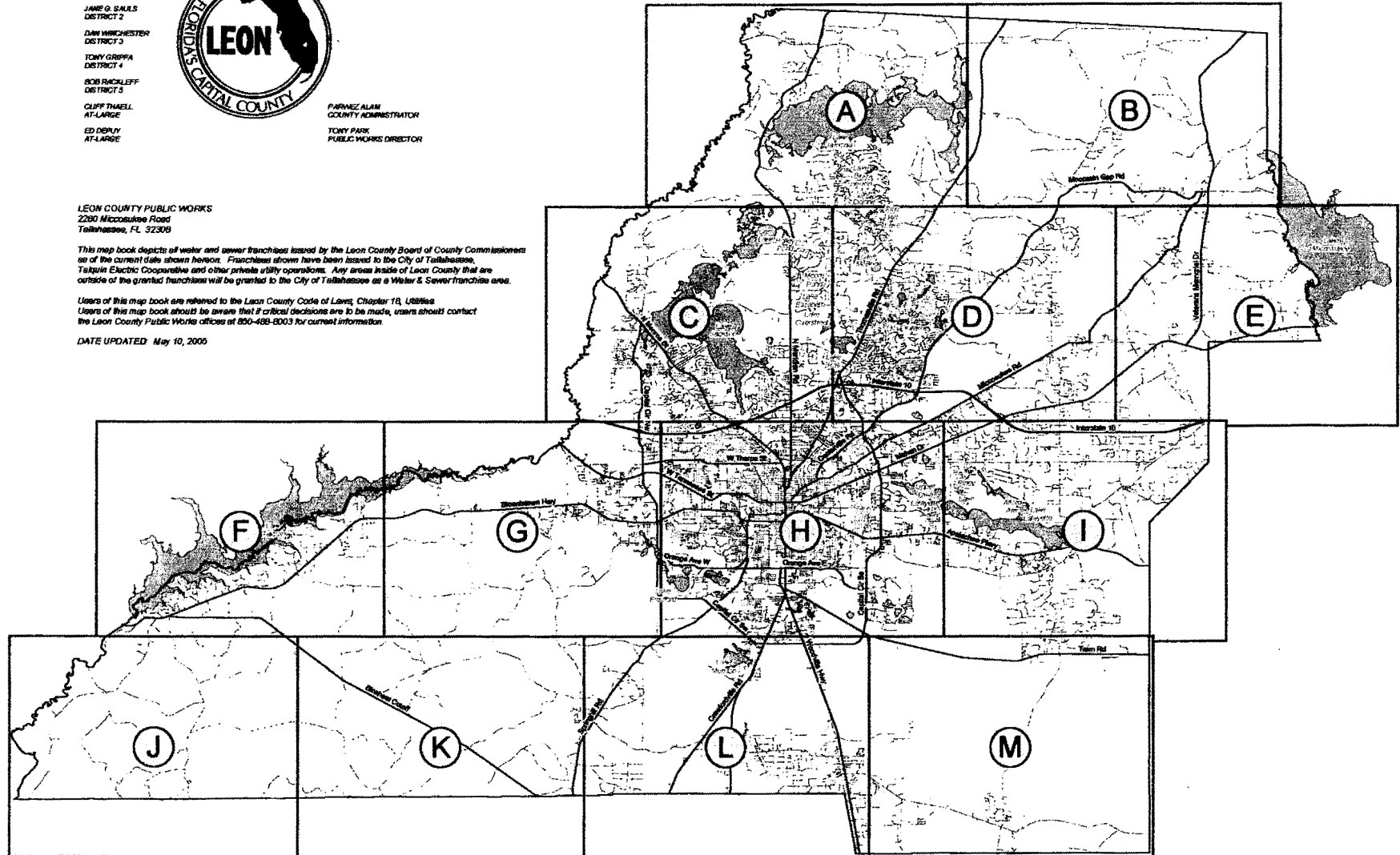
PABLO ALAN  
COUNTY ADMINISTRATOR  
TONY PARK  
PUBLIC WORKS DIRECTOR

LEON COUNTY PUBLIC WORKS  
2200 Miccosukee Road  
Tallahassee, FL 32308

This map book depicts all water and sewer franchise areas issued by the Leon County Board of County Commissioners as of the current date shown hereon. Franchise areas shown have been issued to the City of Tallahassee, Tallahassee Electric Cooperative and other private utility operations. Any areas inside of Leon County that are outside of the granted franchise areas will be granted to the City of Tallahassee as a Water & Sewer franchise area.

Users of this map book are referred to the Leon County Code of Laws, Chapter 18, Utilities. Users of this map book should be aware that if critical decisions are to be made, users should contact the Leon County Public Works offices at 850-488-8003 for current information.

DATE UPDATED: May 10, 2005

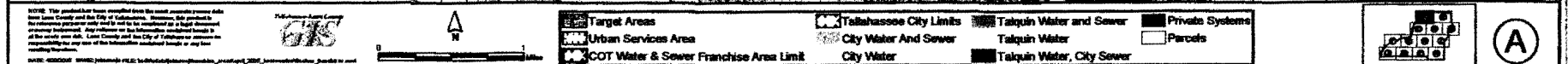


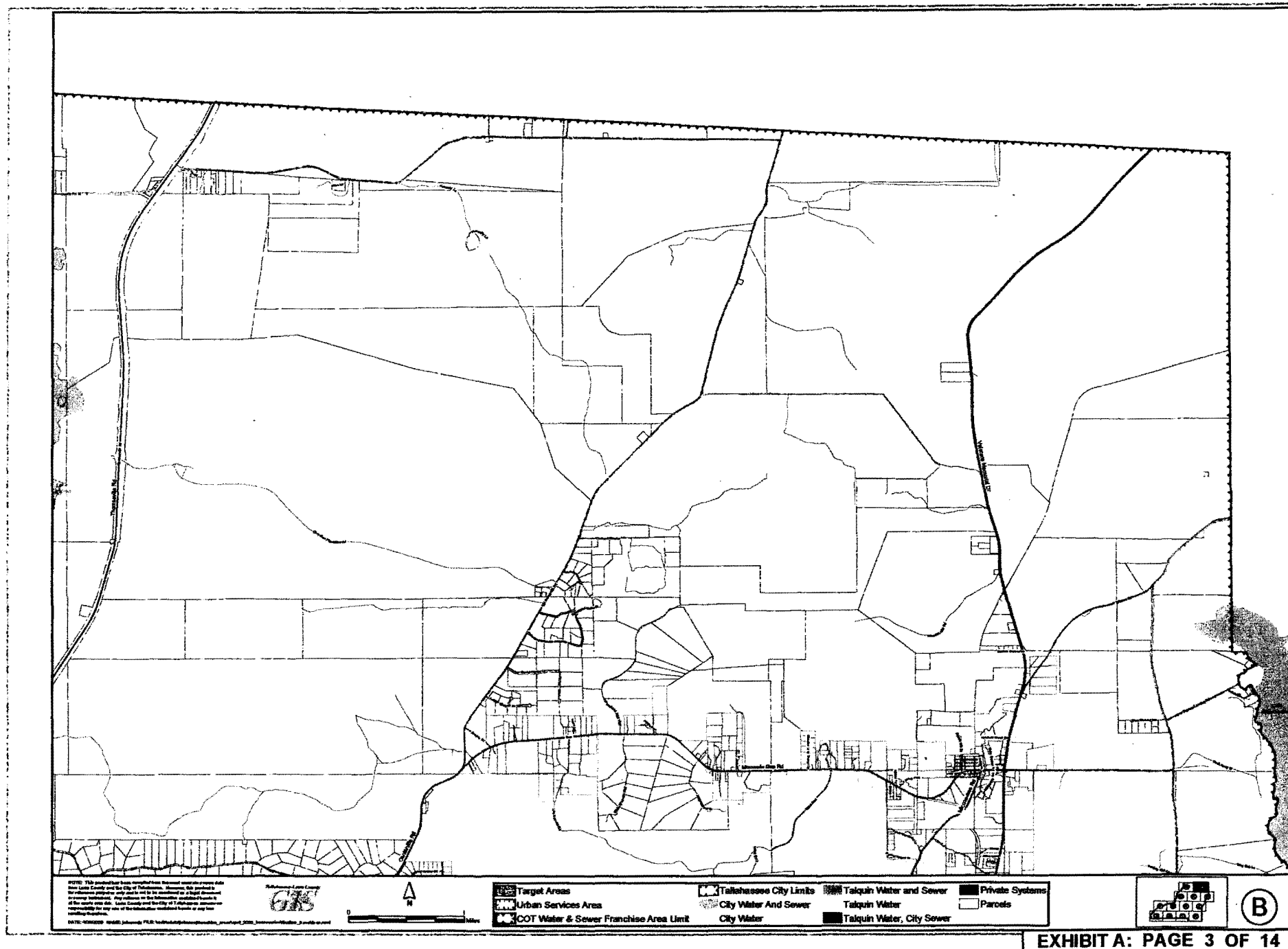
NOTE: This product has been compiled from the most accurate maps available from Leon County and the City of Tallahassee. However, the product is not a warranty of any kind and is not to be used as a legal document or for any other purpose. Any reliance on the information contained herein is at the user's own risk. Leon County and the City of Tallahassee are not responsible for any loss or damage resulting from the use of the information contained herein.



## Water & Sewer Utility Franchise Areas and Target Areas

EXHIBIT A: PAGE 1 OF 14





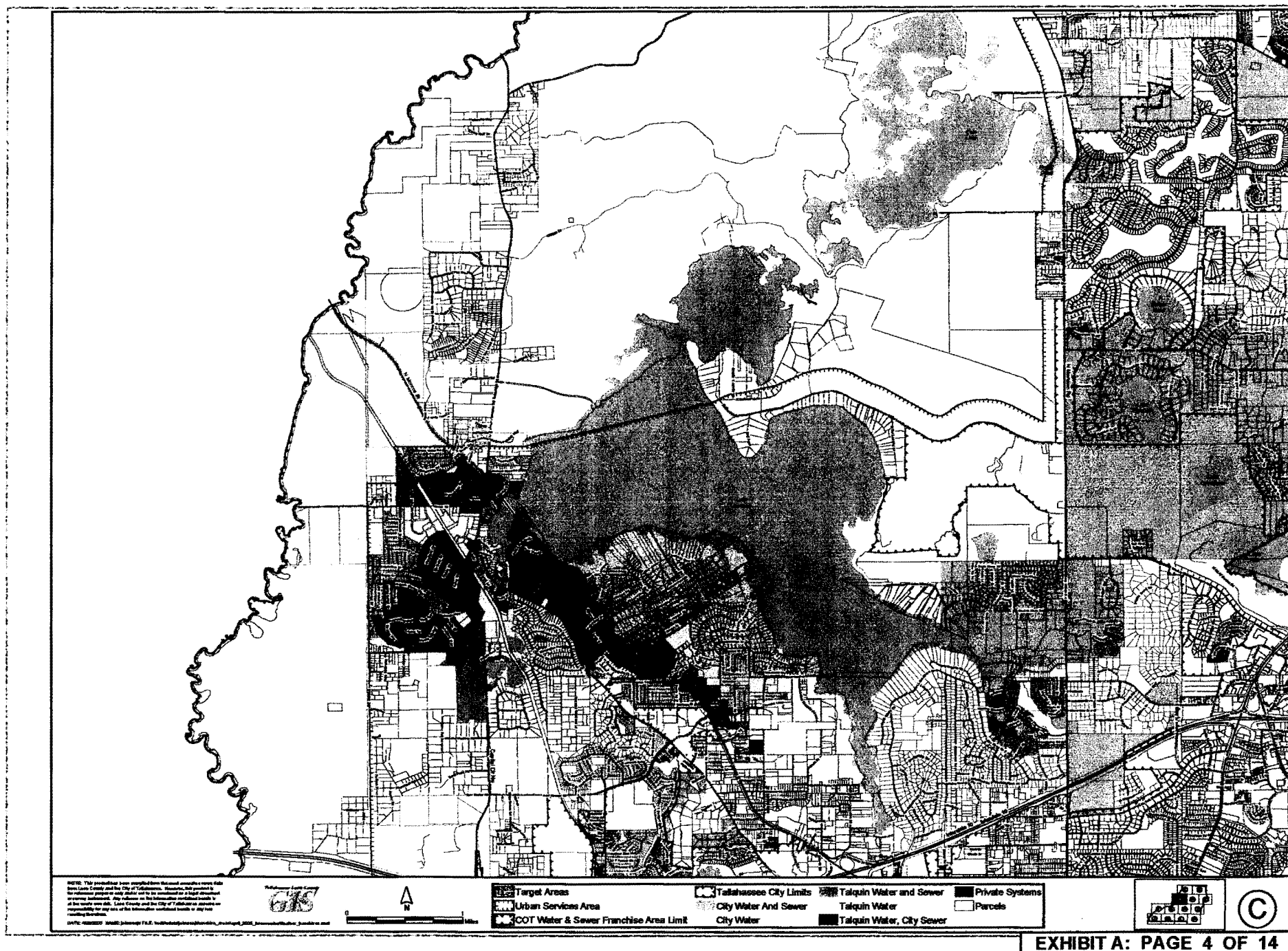
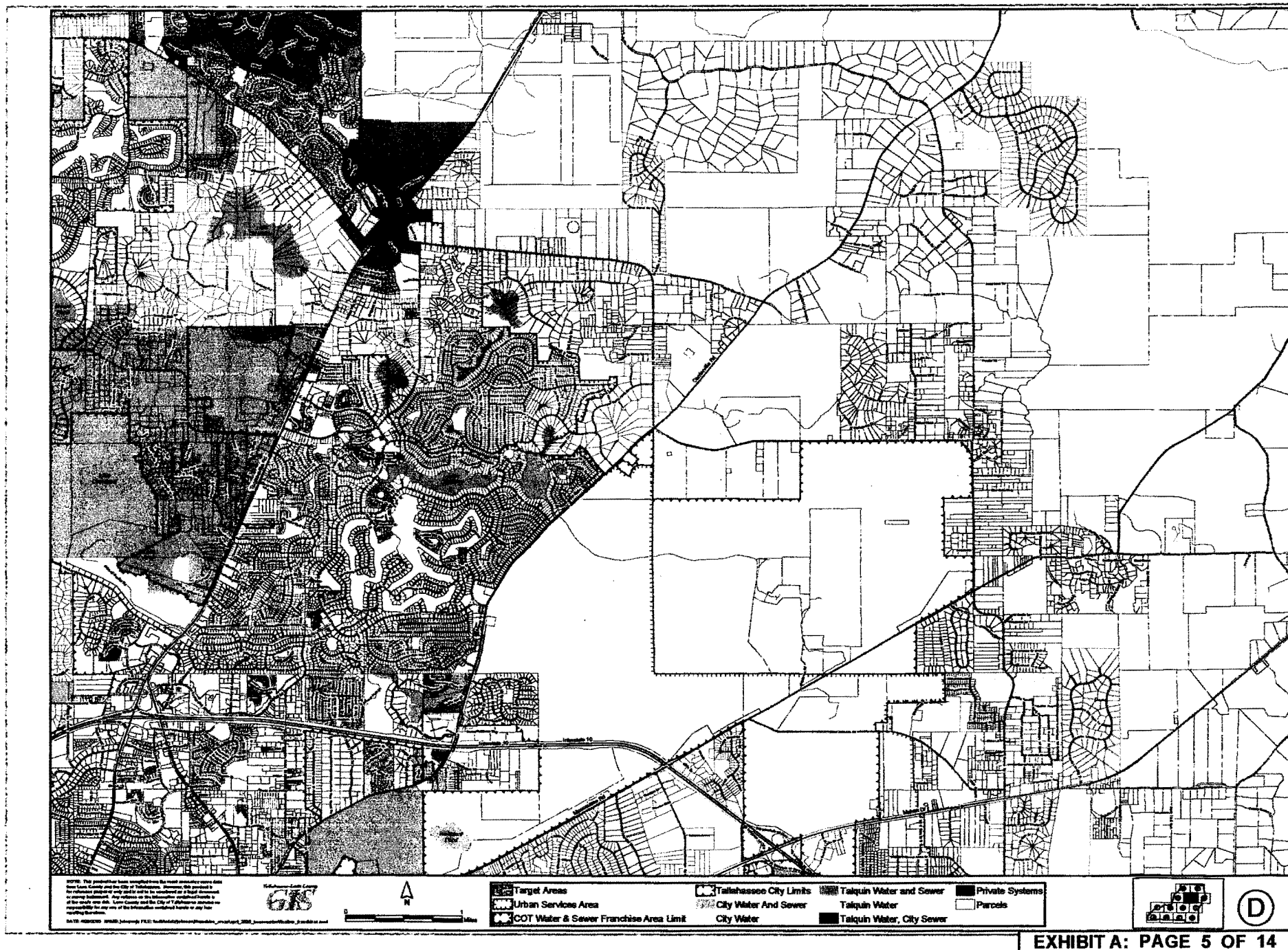
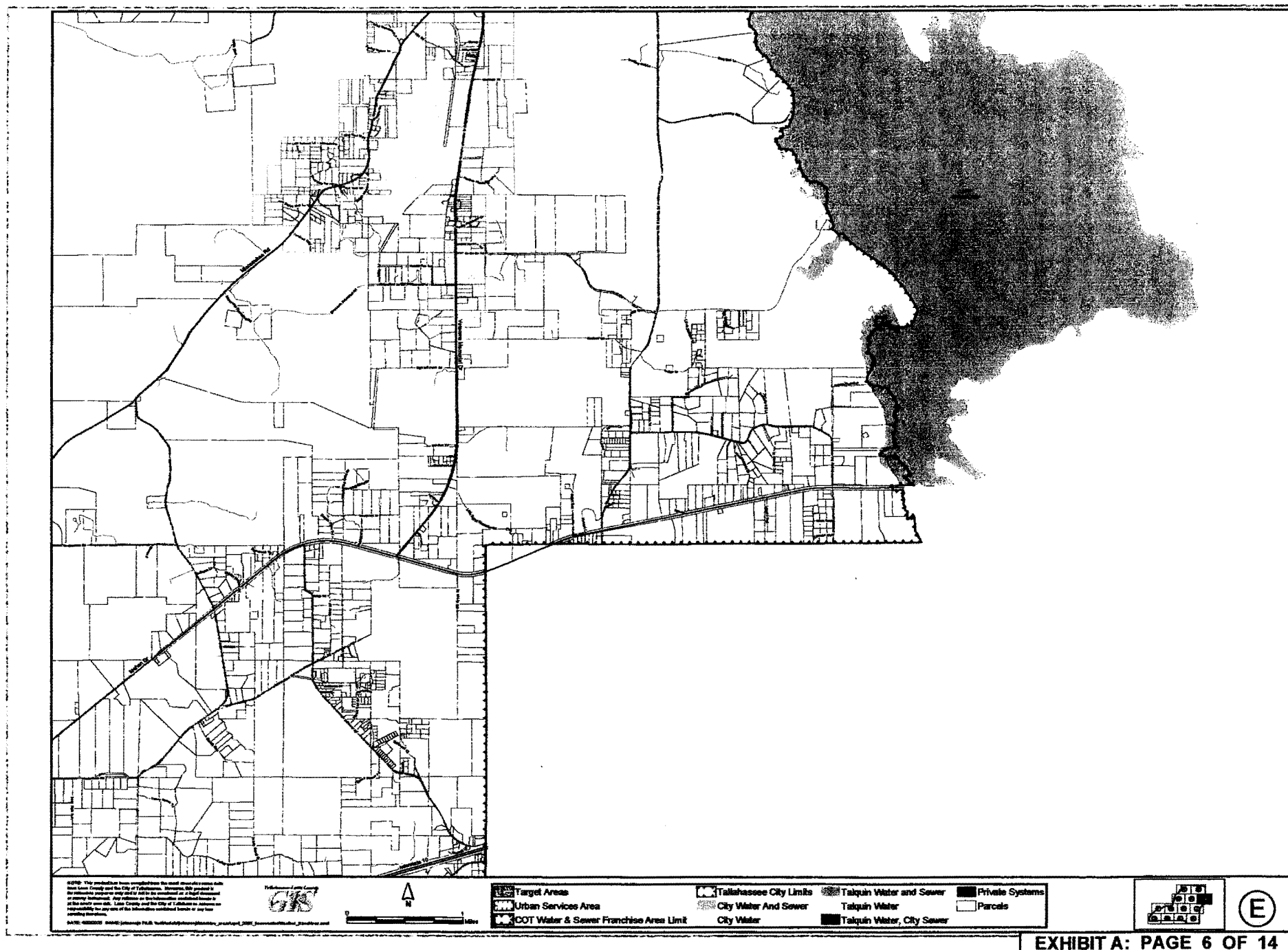
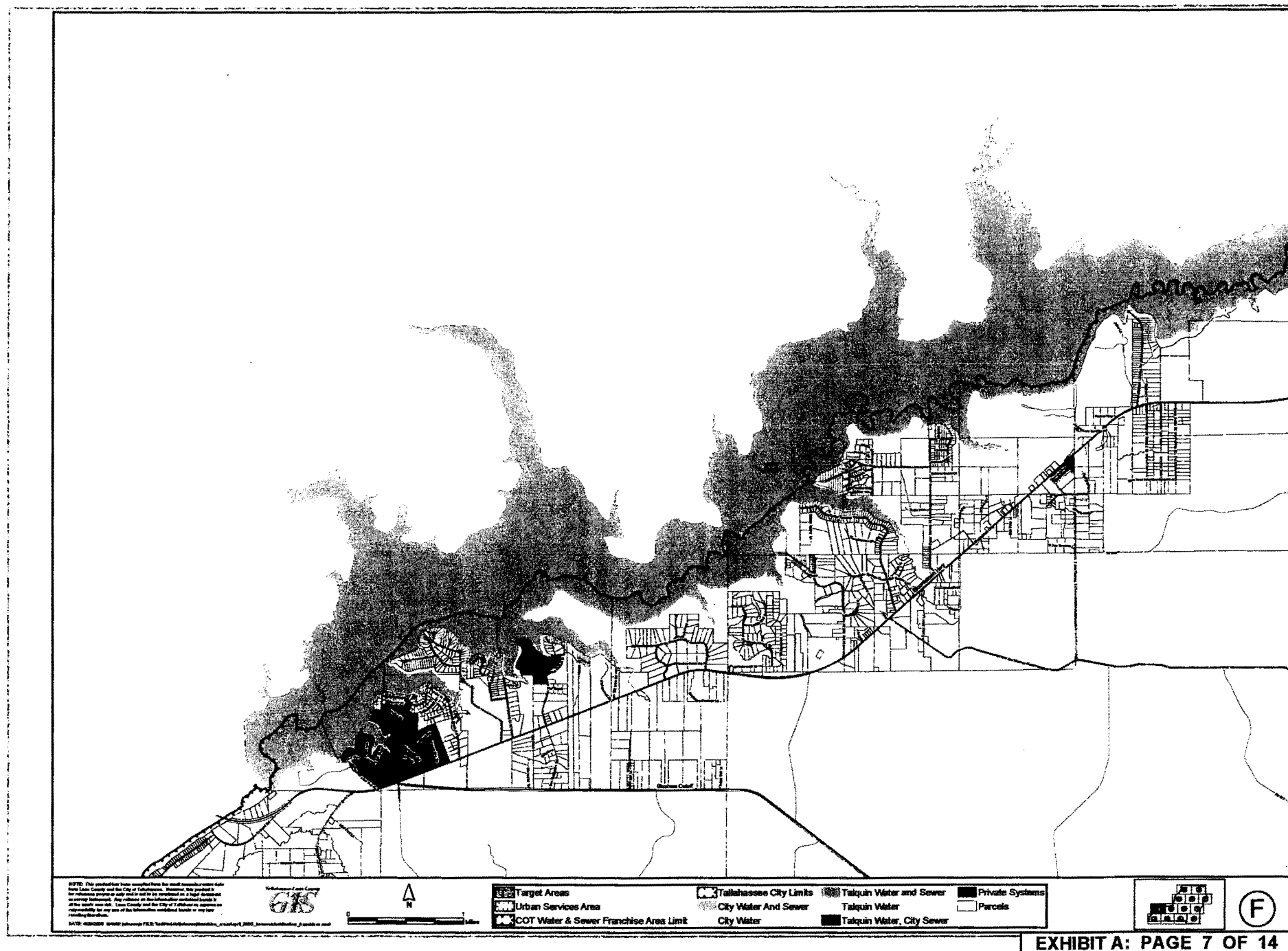


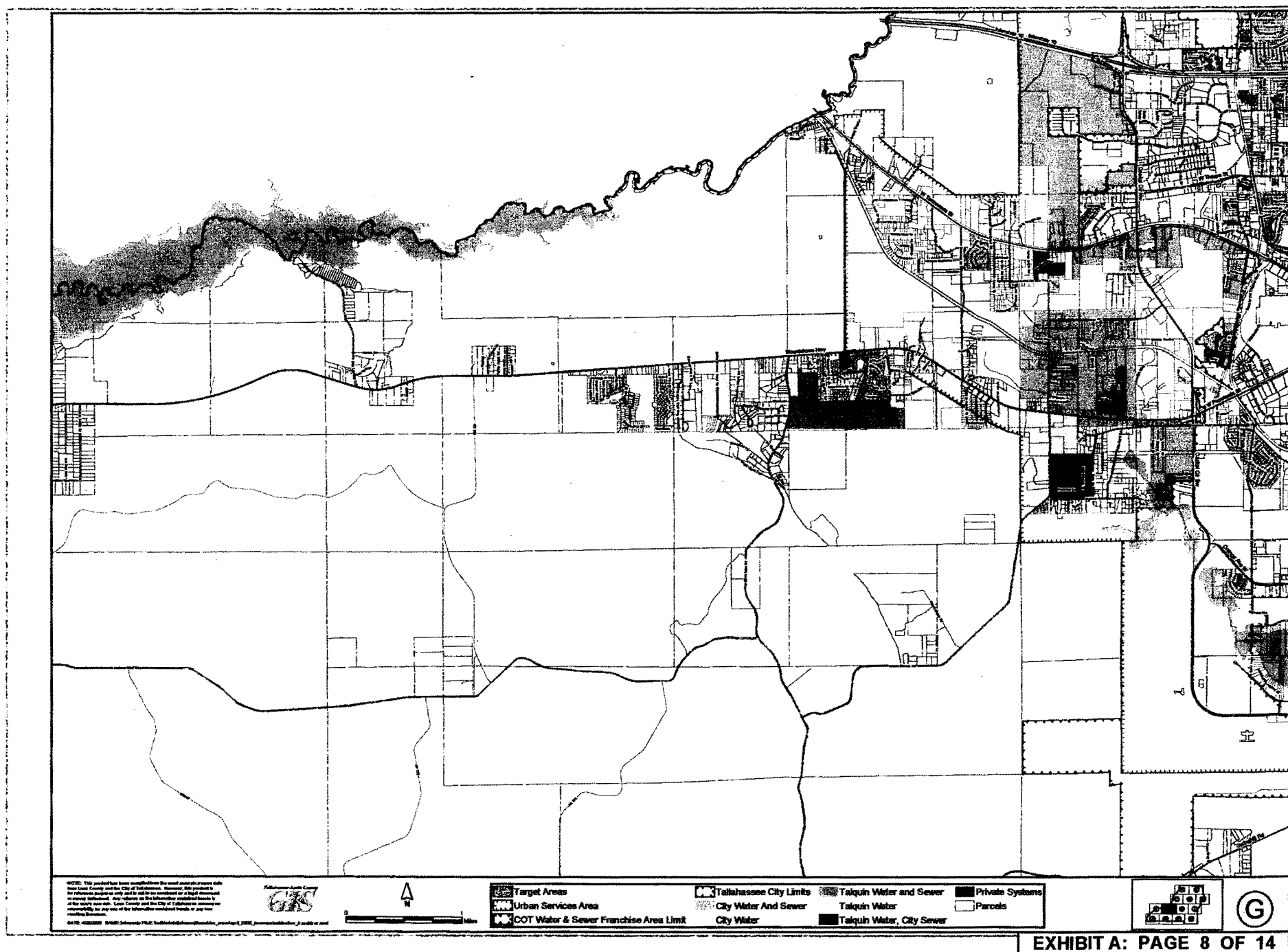
EXHIBIT A: PAGE 4 OF 14

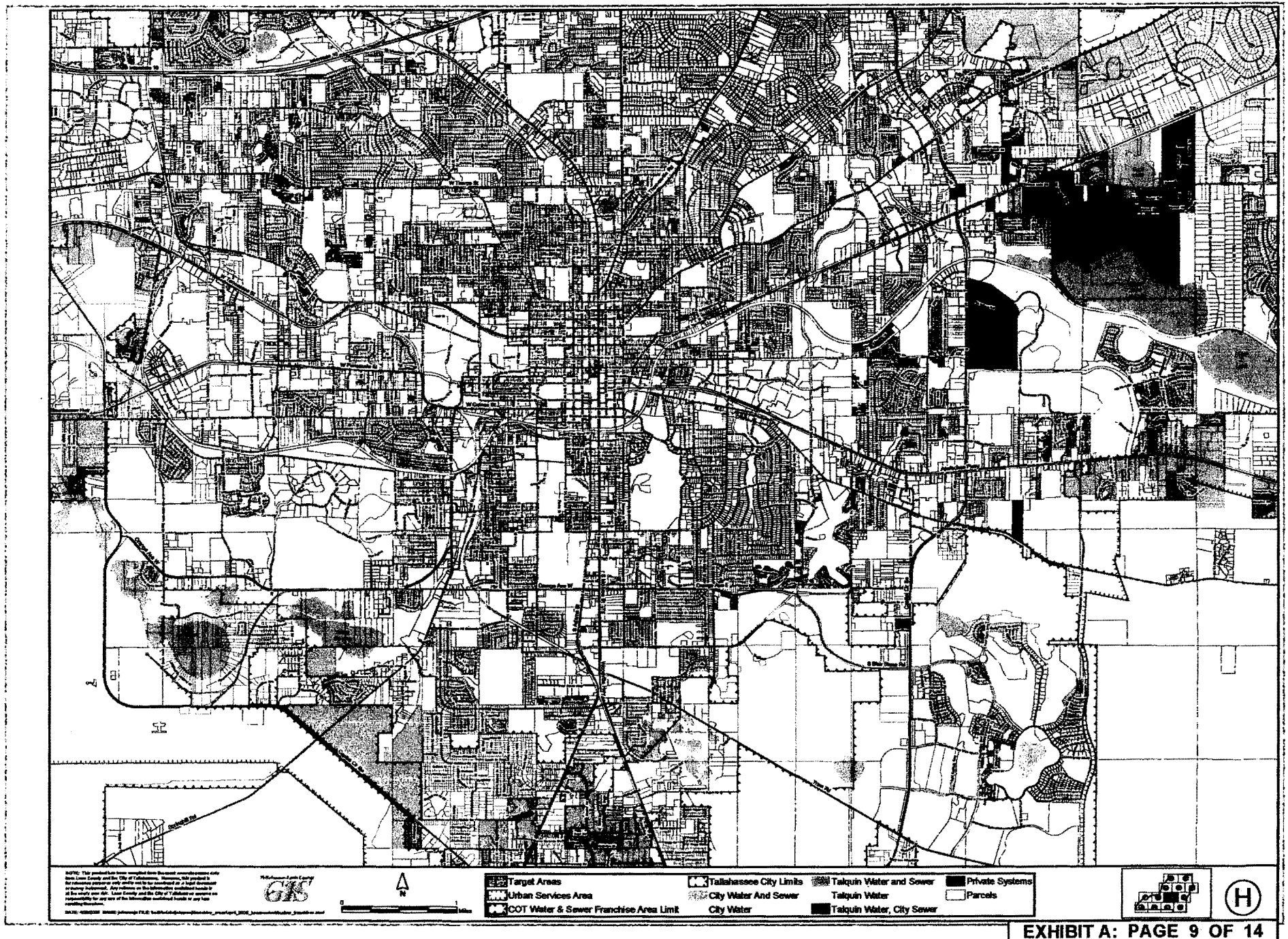


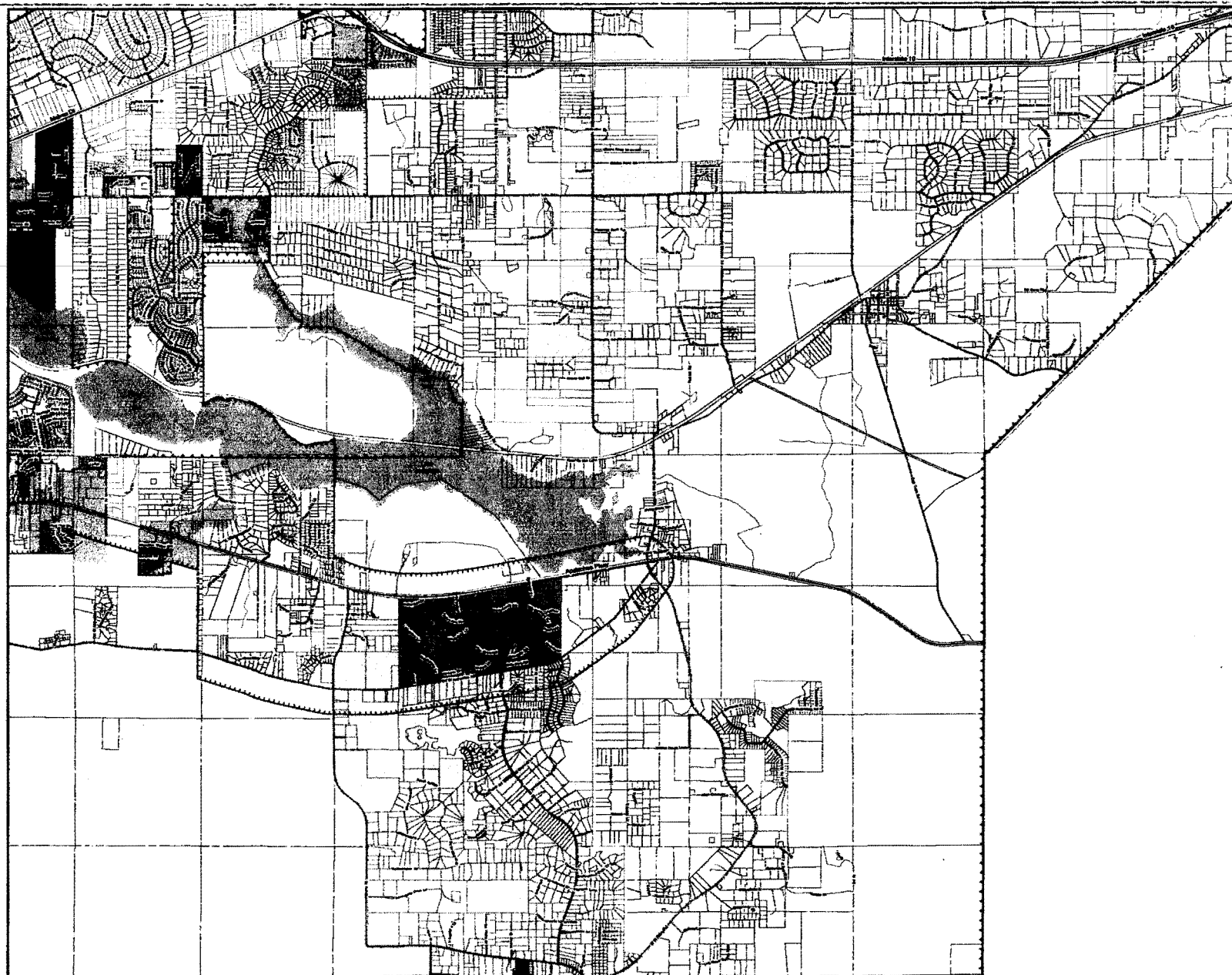








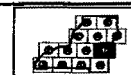
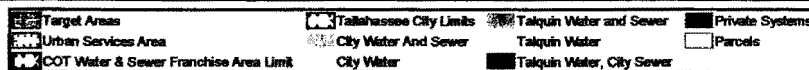


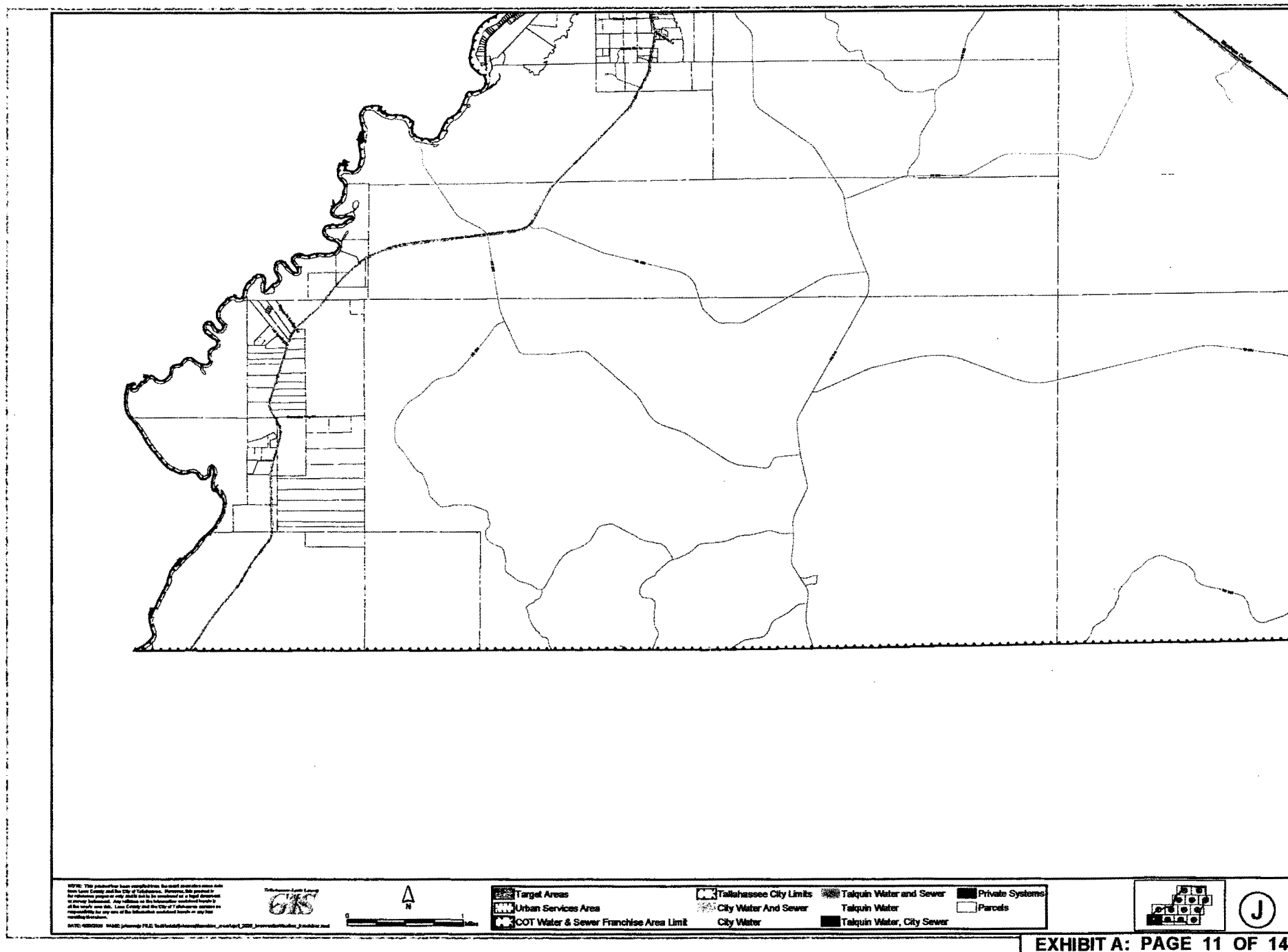


NOTE: The parcel data was compiled from the parcel data provided by the City of Tallahassee. However, this product is not a legal document and should not be used for legal purposes. It is intended for informational purposes only. The City of Tallahassee is not responsible for any errors or omissions in this product. The City of Tallahassee is not responsible for any errors or omissions in this product.

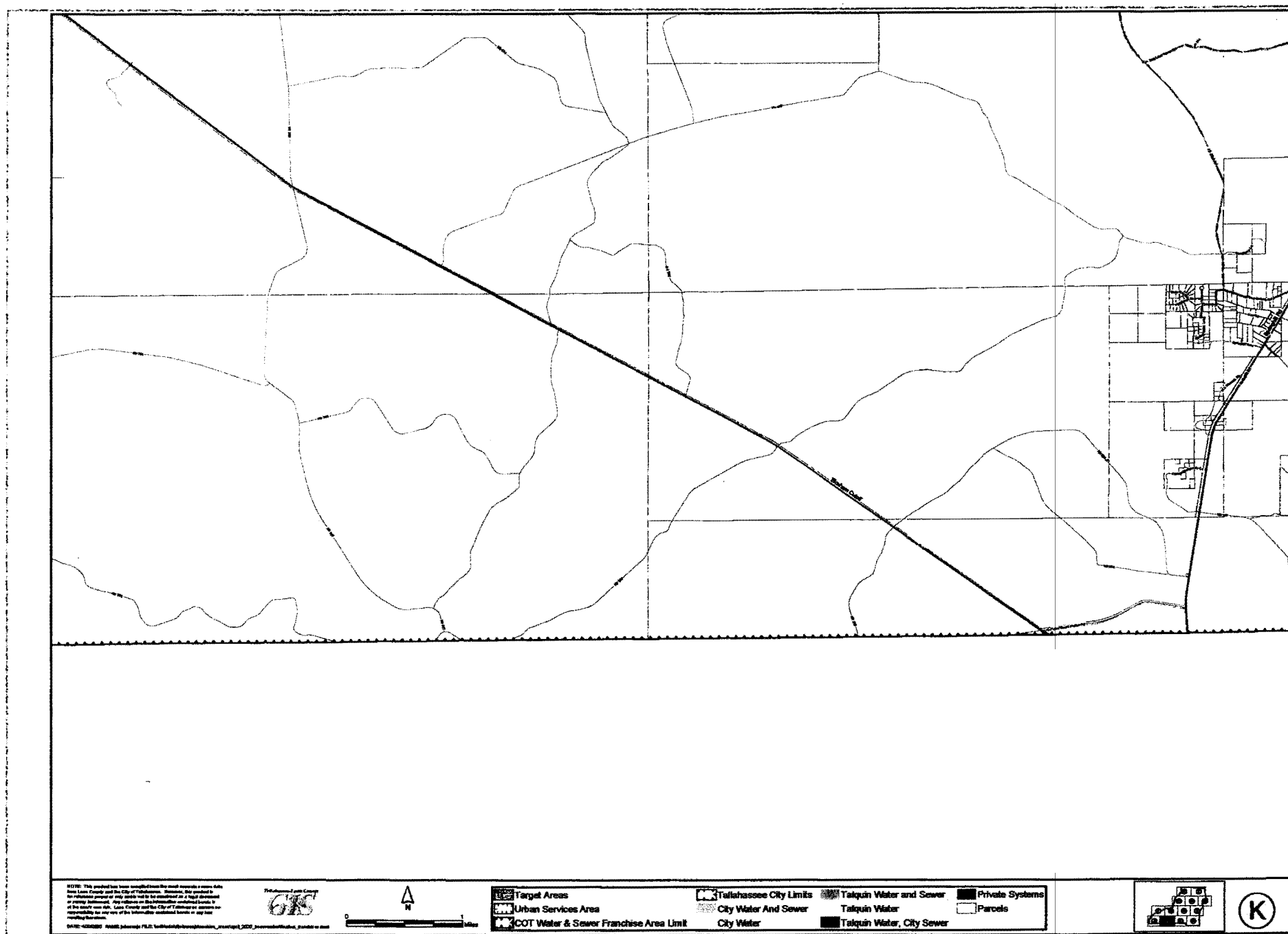
GIS

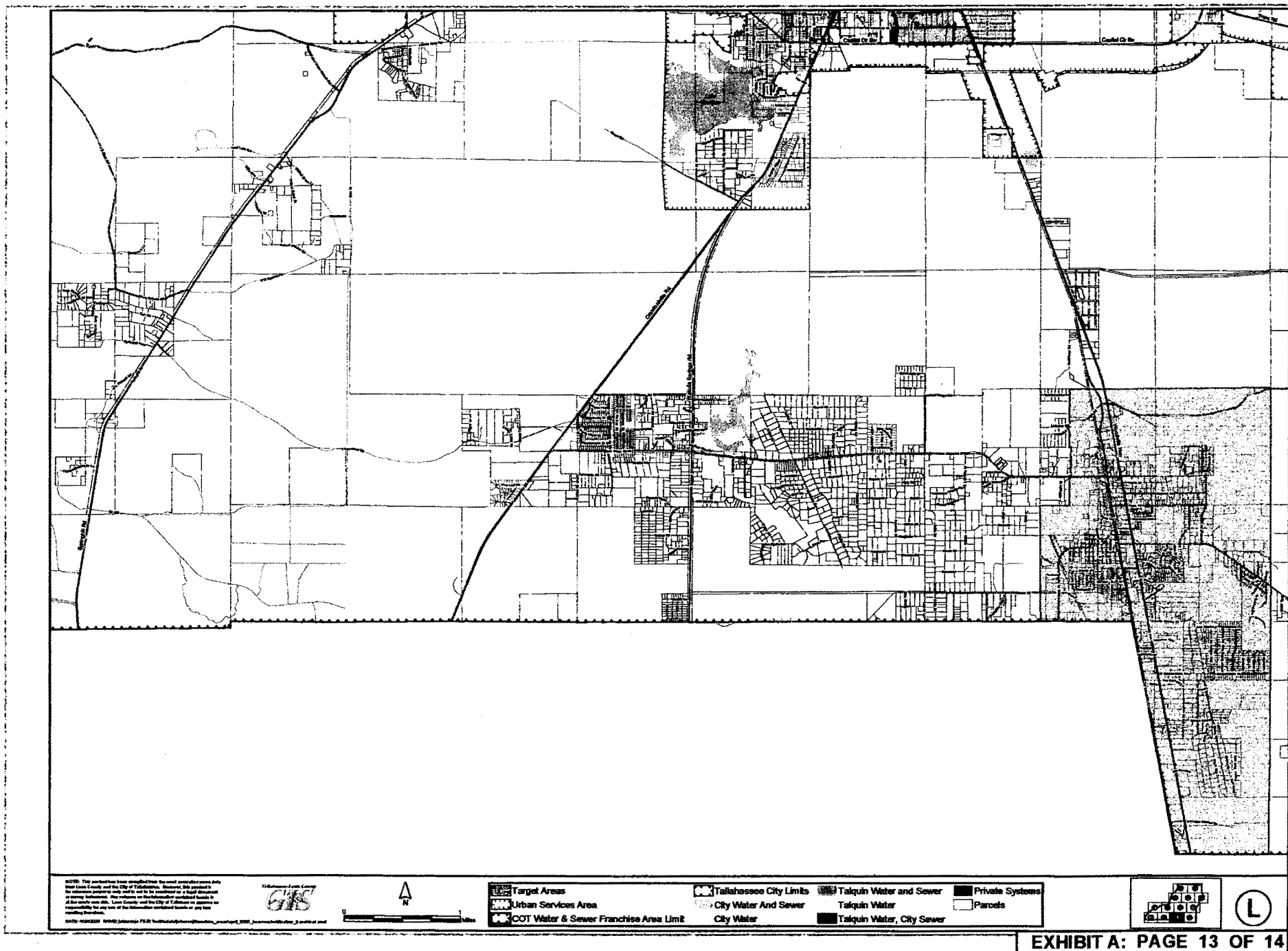
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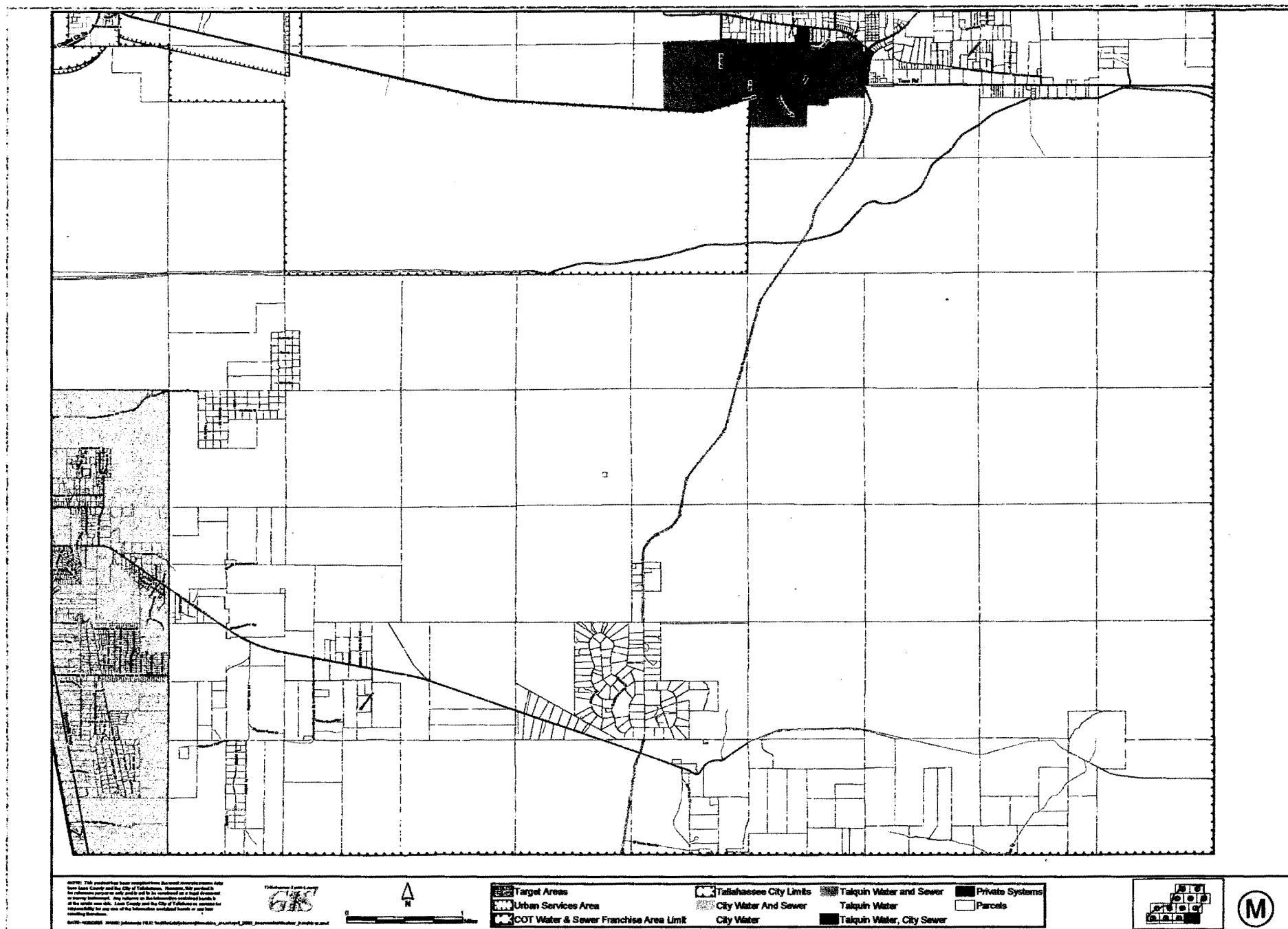












Leon County Rights-of-Way Placement Application Forms

Form 1: Application for License to Place Utilities within the Right-of-Way

Form 1 is required for all public or private entities seeking to construct, maintain, repair, operate, or remove lines for the transmission of water, sewage, gas, power, television, or other public utilities (non-communication facilities) in the County rights-of-way. Form 1 must be submitted and approved prior to the issuance of any permit for the placement of utilities.

Form 2: Communications Provider Registration Form

Form 2 is required for all Communications Service Providers, Wireless Infrastructure Providers, and Pass-through Providers to place or maintain a communications facility, conduit, backhaul facility, or utility pole intended to support the collocation of small wireless facilities in the County rights-of-way. Form 2 must be submitted and approved prior to the issuance of any permit for the placement of communications facilities.

Form 3: Leon County Right-of-way Placement Permit Application - Utility Poles

Form 3 is required for all persons seeking to place a utility pole in the County rights-of-way. **Please note:** This Permit Application may be used in conjunction with Form 4 or Form 5 if the proposed utility pole is associated with a utility (i.e. electric) or a communications facility, respectively.

Form 4: Leon County Right-of-way Placement Permit Application - Utilities (Non-Communications Facilities)

Form 4 is required for all public or private entities seeking to construct, maintain, repair, operate, and/or remove lines for the transmission of public utilities within the County rights-of-way, including but not limited to water, sewage, gas, power, television, and other public utilities (non-communication facilities). **Please note:** this Permit Application is not applicable for the placement of communications facilities within the County rights-of-way.

Form 5: Leon County Right-of-way Placement Permit Application - Communications Facilities

Form 5 is required for all public or private entities seeking to construct, place, install, maintain or operate a communications facility in the County rights-of-way. **Please note:** this Permit Application is not applicable for the placement of utilities within the County rights-of-way.

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #12**

# Leon County Board of County Commissioners

## Agenda Item #12

June 19, 2018

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

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

**Title:** Maintenance Agreement with Florida Department of Transportation for the Landscaping of Capital Circle Northwest from South of Cascade Drive to North of Shuler Road

---

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Tony Park, P.E., Director, Public Works
<b>Lead Staff/ Project Team:</b>	Brent Pell, P.E., Director of Operations Dean Richards, Right of Way Superintendent

### **Statement of Issue:**

This item seeks Board approval of a Maintenance Agreement between Leon County and the Florida Department of Transportation (FDOT) for the County to formally accept maintenance responsibility for the landscaping of Capital Circle Northwest from south of Cascade Drive to north of Shuler Road. The maintenance will take effect after the contractor's warranty expires on May 4, 2019.

### **Fiscal Impact:**

This item has no current fiscal impact. A subsequent agreement with FDOT will be brought back to the Board prior to the expiration of the contractor's maintenance warranty to establish specific maintenance parameters and FDOT's financial reimbursement to the County for the costs associated with this maintenance.

### **Staff Recommendation:**

Option #1: Approve the Maintenance Agreement with the Florida Department of Transportation for landscape maintenance of Capital Circle Northwest from South of Cascade Drive to the North of Shuler Road (Attachment #1), and authorize the County Administrator to execute.



## **Report and Discussion**

### **Background:**

This item seeks Board approval of a Maintenance Agreement between Leon County and the Florida Department of Transportation (FDOT) for the County to formally accept maintenance responsibility for the landscaping of Capital Circle Northwest from south of Cascade Drive to north of Shuler Road.

This segment is associated with the recently completed Blueprint 2000/FDOT Capital Circle Northwest/Southwest (N2) project, in which portions are located within unincorporated Leon County and the City limits. The 2.76-mile project included the expansion of Capital Circle Northwest/Southwest from Orange Avenue to US 90 (Tennessee Street) from a two-lane, undivided rural roadway to a six-lane thoroughfare. The project included enhanced medians, improved drainage, and significant landscaping and pedestrian, bicycle and recreational amenities.

During the N2 project design phase, the County and City agreed to assume responsibility from FDOT for landscape maintenance within their respective jurisdictions after construction. The maintenance will not officially take effect until after the contractor's warranty expires on May 4, 2019.

### **Analysis:**

The proposed Agreement only establishes maintenance responsibility of the landscaping, irrigation and other related materials as identified in the project design plans. A subsequent agreement with FDOT will be brought back to the Board prior to the expiration of the contractor's maintenance warranty to establish specific maintenance parameters and FDOT's financial reimbursement to the County for the costs associated with this maintenance.

Additionally, for better coordination of the maintenance, the City of Tallahassee has agreed to maintain the County's section of Capital Circle in conjunction with the segments located within the City limits. An interlocal agreement with the City is being drafted and will also be brought back for Board consideration prior to May 2019.

**Options:**

1. Approve the Maintenance Agreement with the Florida Department of Transportation for landscape maintenance of Capital Circle Northwest from South of Cascade Drive to the North of Shuler Road (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the Maintenance Agreement with the Florida Department of Transportation for landscape maintenance of Capital Circle Northwest from South of Cascade Drive to the North of Shuler Road.
3. Board direction.

**Recommendation:**

Option #1.

**Attachment:**

1. Florida Department of Transportation Maintenance Agreement

**FPID ID(s): 415782-7 and 415782-8**

**COUNTY: LEON COUNTY**

**DESCRIPTION:** SR 263 CAPITAL CIRCLE NORTHWEST FROM SOUTH OF CASCADE DRIVE (Section 55002000 Milepost 7.276) TO THE PROJECT END NORTH OF SHULER ROAD (Section 55002000 Milepost 9.624)

TALLAHASSEE, FLORIDA, LEON COUNTY

**MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter called "Department") and the COUNTY of LEON (hereinafter called "COUNTY").

**RECITALS**

1. The DEPARTMENT shall furnish the services with which to undertake and complete the project within the COUNTY identified and known to the parties as Financial Project ID(s) 415782-7 and 415782-8 ("Project"), which shall consist of both an Installation Phase and an Establishment Phase, as further described on the attached Exhibit "A", which is incorporated by reference herein, said PROJECT which shall be of benefit to the COUNTY;
2. The DEPARTMENT has responsibility for operation and maintenance of the State Highway System;
3. The COUNTY has agreed to maintain the existing vegetation in the SR 263 Corridor and the vegetation installed in the PROJECT subsequent to the DEPARTMENT issuing a final acceptance of the Installation and Establishment Phases, in accordance with the terms below;
4. The COUNTY has authorized its officers to execute this AGREEMENT by COUNTY Commission action on \_\_\_\_ day of \_\_\_\_\_, 2018; and
5. The DEPARTMENT is authorized pursuant to Section 334.044, Florida Statutes to enter into contracts and agreements with counties/municipalities for the

maintenance of roadside landscape improvements on the State Highway System.

**NOW THEREFORE**, in consideration of the mutual benefits to be derived by the terms of this AGREEMENT, the parties agree to the following:

The recitals set forth above are true and correct and are deemed incorporated herein by reference.

6. As agreed, the COUNTY will assume responsibility for maintenance of the landscaping, irrigation and other related materials identified in the plans for areas delineated in Exhibit A and will conduct such maintenance as specified in accordance with any maintenance plan identified in the notes of the PROJECT design plans, as well as the requirements set forth in the most current version of the DEPARTMENT'S District Three Landscape Care Guide – Landscape and Irrigation Care along the State Highway System ("Landscape Care Guide"), which is hereby incorporated into this Agreement by reference. The COUNTY shall coordinate with the DEPARTMENT'S District Landscape Project Manager or their designee to inspect the PROJECT on a quarterly basis and subsequently make corrections based on each quarterly inspection, as needed. In the event the COUNTY fails to maintain the PROJECT in accordance with the attached maintenance schedule and plan, the DEPARTMENT, at its option, may perform the required maintenance and the COUNTY shall reimburse the DEPARTMENT for the costs.

The COUNTY shall have sole responsibility for maintaining the subject landscaping according to all DEPARTMENT standards and specifications, as well as in accordance with the terms contained in the Landscape Care Guide. Upon the execution of this Agreement, the COUNTY certifies that it has received a copy of the Landscape Care Guide and agrees to be bound by the terms and conditions contained therein.

7. To the extent permitted by law, each party hereto agrees that it shall be solely responsible for the negligent and wrongful acts of its employees, officers and agents. However, nothing shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes. The liability of the parties, as set forth in this paragraph, is intended

to be consistent with limitations of state law, including the state's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes, and no obligation imposed hereby shall be deemed to alter said waiver or to extend the liability of the parties beyond such limits.

When either party receives notice of a claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim and report its finding to each other within fourteen (14) working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver of any right herein.

8. The DEPARTMENT'S District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.
9. This AGREEMENT may be terminated under any one of the following conditions:
  - (A) By the DEPARTMENT if the COUNTY, following fifteen (15) working days written notice, fails to perform its maintenance responsibilities under this AGREEMENT;
  - (B) By the COUNTY following sixty (60) calendar day's written notice; OR
  - (C) By the DEPARTMENT following sixty (60) calendar day's notice.
10. This AGREEMENT embodies the entire agreement and understanding between the parties hereto and there are no other agreements, understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

11. This AGREEMENT shall be governed by and construed in accordance with the law of the State of Florida. The parties stipulate that venue for any matter relating to this contract shall be in Leon County, Florida.

12. The COUNTY shall:

(A)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; and

(B) expressly require any subcontractors performing work or providing services pursuant to the state contract 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 contract time.

13. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. Mail, postage prepaid, registered or certified with return receipt to the following:

If to the DEPARTMENT:

Dustie Moss, District Landscape  
Florida Department of Transportation  
1074 Highway 90  
Chipley, FL 32428

If to the COUNTY:

Tony Park, P.E.  
Director, Department of Public Works  
2280 Miccosukee Road  
Tallahassee, FL 32308

14. All time limits provided hereunder shall run from the date of receipt of all such notices, demands, requests and other instruments.



IN WITNESS WHEREOF, the County has caused this Agreement to be executed in its behalf this \_\_\_\_ day of \_\_\_\_\_, 2018, by its County Manager, being authorized to enter into and execute same by action of the County of Leon County Commission meeting in regular session on the \_\_\_\_ day of \_\_\_\_\_, 2018, and the DEPARTMENT has executed this Agreement through its District Secretary, District 3, Florida Department of Transportation, on the date indicated below.

**STATE OF FLORIDA**  
**DEPARTMENT OF TRANSPORTATION**

ATTEST:

BY: \_\_\_\_\_  
PHILLIP GAINER  
DISTRICT 3 SECRETARY

\_\_\_\_\_  
KRISSEY COOK  
EXECUTIVE SECRETARY (SEAL)

DATE: \_\_\_\_\_

**COUNTY OF LEON, FLORIDA**

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Title: \_\_\_\_\_ (SEAL)

LEGAL REVIEW:

LEGAL IN FORM AND VALID AS  
DRAWN:

**STATE OF FLORIDA**  
**DEPARTMENT OF TRANSPORTATION**

**COUNTY OF LEON**

BY: \_\_\_\_\_  
Office of General Counsel

\_\_\_\_\_  
ATTORNEY

## EXHIBIT A

<b>SECTION No.:</b>	<b>55002</b>
<b>FM No. (s):</b>	<b>415782-7 and 415782-8</b>
<b>COUNTY:</b>	<b>Leon</b>
<b>S.R. No.:</b>	<b>SR 263 Capital Circle Northwest from South of Cascade Drive to the project end North of Shuler Road</b>

- **“MAINTENANCE CARE PLANS” FOR SR 263 CAPITAL CIRCLE NORTHWEST FROM SOUTH OF CASCADE DRIVE (Section 55002000 Milepost 7.276) TO THE PROJECT END NORTH OF SHULER ROAD (Section 55002000 Milepost 9.624)**

*Please see attached*

*(91 plan sheets total)*

Sheets LD-1 to LD 91

CITY OF TALLAHASSEE - LEON COUNTY  
BLUEPRINT 2000 INTERGOVERNMENTAL AGENCY

CONTRACT PLANS

FINANCIAL PROJECT ID 415782-7-58-01  
FINANCIAL PROJECT ID 415782-8-58-01  
(FEDERAL FUNDS)  
LEON COUNTY (55002)  
STATE ROAD NO. 263  
CAPITAL CIRCLE NW/SW

LANDSCAPE PLANS

INDEX OF LANDSCAPE PLANS

SHEET NO. SHEET DESCRIPTION

LD-1	KEY SHEET
LD-2	TABULATION OF QUANTITIES
LD-3	GENERAL NOTES
LD-4	ESTABLISHMENT PERIOD NOTES
LD-5	LANDSCAPE PLANS
LD-6	HARDSCAPE DETAILS
LD-7	LANDSCAPE MAINTENANCE PLAN
LD-8	IRRIGATION LAYOUT
LD-9	IRRIGATION PLANS
LD-10	IRRIGATION SYMBOLS LEGEND
LD-11	IRRIGATION VALVE/ZONE DATA
LD-12 - LD-38	IRRIGATION NOTES
LD-39	IRRIGATION DETAILS

GOVERNING STANDARDS AND SPECIFICATIONS:  
FLORIDA DEPARTMENT OF TRANSPORTATION,  
DESIGN STANDARDS DATED 2010,  
AND STANDARD SPECIFICATIONS FOR ROAD AND  
BRIDGE CONSTRUCTION DATED 2010,  
AS AMENDED BY CONTRACT DOCUMENTS.

LANDSCAPE SHOP DRAWINGS  
TO BE SUBMITTED TO:  
Bruce W. Brodsky, R.L.A. LA0001742  
2639 N. MONROE ST. BLDG. C  
TALLAHASSEE, FL 32303

PLANS PREPARED BY:

ATKINS

2639 N. MONROE ST. BLDG. C  
TALLAHASSEE, FL 32303  
TELEPHONE NO. (850) 575-1800  
CONTRACT NO. C-4869  
VENDOR NO. 59-0896138.007  
FBRP CERTIFICATE OF AUTH. #24  
Bruce W. Brodsky, R.L.A. LA0001742

NOTE: THE SCALE OF THESE PLANS MAY  
HAVE CHANGED DUE TO REPRODUCTION.

KEY SHEET REVISIONS		
DATE	BY	DESCRIPTION
12-08-14	PF	Added LD-41 - LD-91 Changed LD-1-11, 13-23, 25-31, 33, 39-40 Changed names of RLA & PM

BLUEPRINT 2000 PROJECT MANAGER: MAREK ROMANOWSKI

FISCAL YEAR	SHEET NO.
2014	LD-1
Posted June 11, 2018	



										SHEET NUMBERS												THIS SHEET	
ITEM	PAY	SYM	BOTANICAL NAME	COMMON NAME	INSTALLED SIZE	MAXIMUM MAINTAINED	SPACING	REMARKS	UNIT	LD-12		LD-13		LD-14		LD-15		LD-16		PLAN	FINAL		
NO.	SIZE					SIZE				PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL		
FPID 415782-8-58-01 PAY ITEMS & QUANTITIES																							
NO LANDSCAPE																							
580-1-1	Small	AG	Arachis glabrata	Perennial Peanut	1 Qt. Full	Natural	16" o.c.	Remove dead canes if desired	EA												0		
	Small	CAL	Callicarpa americana	Purple Beautyberry	3 Gal. 3' ht. x 3' spr.	Natural	Per plan		EA												0		
	Small	CO	Cephalanthus occidentalis	Buttonbush	1 Gal.	Natural	Per plan		EA							14					14		
	Small	HC	Hibiscus coccineus	Swamp Hibiscus	3 Gal. 3' ht. x 2' spr.	Natural	Per plan		EA					0		21		14			35		
	Small	ITV	Itea virginica	Virginia Sweetspire	3 Gal. 3' ht. x 2' spr.	10' x 8'	Per plan		EA					4		14		5			23		
	Small	ITH	Itea virginica 'Henry's Garnet'	Henry's Garnet Sweetspire	3 Gal. 2' ht. x 1' spr.	Natural	Per plan		EA												0		
	Small	JE	Juncus effusus	Soft Rush	BR	Natural	2' o.c.		EA					834		3,376		881			5,091		
	Small	MU	Muhlenbergia capillaris	Muhly Grass	3 Gal. Full	Natural	30" o.c.		EA												0		
	Small	PA	Plumbago auriculata	Plumbago	3 Gal. Full	Natural	48" o.c.		EA												0		
	Small	PC	Pontederia cordata	Pickeral Weed	BR	Natural	2' o.c.		EA					245		1,544		515			2,304		
	Small	SL	Sagittaria latifolia	Duck Potato	BR	Natural	2' o.c.		EA					307		1,067		200			1,574		
	Small	SV	Scirpus validus	Soft Bulrush	BR	Natural	3' o.c.		EA					73		244		514			831		
	Small	SR	Serenoa repens	Saw Palmetto	3 Gal. 18" x 18" min.	Natural	Per plan	Plant 3 and 7-gal randomly together	EA					3		12		13			28		
	Small	SR	Serenoa repens	Saw Palmetto	7 Gal. 24" x 24" min.	Natural	Per plan	Plant 3 and 7-gal randomly together	EA					4		13		12			29		
	Small	SB	Spartina bakerii	Sand Cordgrass	1 Gal. Full	Natural	3' o.c.	Locate 2' min. from BOC; Space 4' o.c. in dry ponds	EA					87		385		451			923		
	Small	VOC	Viburnum obovatum 'Compacta'	Dwarf Walter's Viburnum	3 Gal. 3' ht. x 2' spr.	Natural	Per plan	Keep root ball 2 1/2' off sidewalk or curb	EA					65		103		84			252		
	Small	ZP	Zamia pumila	Coontie	3 Gal. 2' ht. x 1' spr.	Natural	3' o.c.		EA												0		
580-1-2	Large	AS	Acer saccharum subsp. Floridanum	Florida Maple	45 Gal. 10-12' ht.	Natural	Per plan	2" or triple trunk to total 3"	EA					2							2		
	Large	CV	Chionanthus virginicus	Fringe Tree	B&B 8-10' ht.	Natural	Per plan		EA							6		6			12		
	Large	GL	Gordonia lasianthus	Loblolly Bay	30 Gal. 8-10' ht.	Natural	Per plan	Container or B&B. 3-4' min. spread, 2" min caliper	EA					1		1		1			3		
	Large	IAE	Ilex attenuata 'East Palatka'	East Palatka Holly	RPG FG 12-14' ht.	Prune suckers	Per plan	Multi-trunk. Prune suckers	EA					6		10		3			19		
	Large	IC	Ilex cassine	Dahoon Holly	30 Gal. 8-10' ht.	Natural	Per plan	Container or B&B. 3-4' min. spread, 2" min caliper	EA									2			2		
	Large	IVT	Ilex vomitoria 'Pride of Houston'	Treeform Yaupon Holly	45 Gal. 7' ht. min.	Natural	Per plan	Container or B&B. 3-4' min. spread, 3" min caliper	EA			7		11		5		17			40		
	Large	LT	Liriodendron tulipifera	Tulip Poplar	FG 3" cal.	Natural	Per plan		EA							2		10			12		
	Large	MG	Magnolia grandiflora	Southern Magnolia	100 Gal. 14' ht. min.	Natural	Per plan		EA												0		
	Large	MV	Magnolia virginiana	Sweetbay Magnolia	RPG 10-12' ht.	Natural	Per plan	Container or B&B. 3' min. spread, 3" min caliper	EA					5		3		8			16		
	Large	NA	Nyssa aquatica	Tupelo Gum	30 Gal. 6-8' ht.	Natural	Per plan		EA					1		11					12		
	Large	NS	Nyssa sylvatica	Blackgum	30 Gal. 8-10' ht.	Natural	Per plan	Container or B&B. 3' min. spread, 2 1/2" caliper	EA					0							0		
	Large	PE	Pinus elliotii	Slash Pine	FG 4" cal.	Natural	Per plan		EA												0		
	Large	QF	Quercus falcata	Southern Red Oak	FG 3" cal.	Natural	Per plan		EA												0		
	Large	QV	Quercus virginiana	Live Oak	RPG 5" cal.	Natural	Per plan		EA					2							2		
	Large	QVH	Quercus virginiana 'Highrise'	Highrise Oak	RPG 5" cal.	Natural	Per plan		EA			1		5				5			11		
	Large	TA	Taxodium ascendens	Pond Cypress	30 Gal. 8-10' ht.	Natural	Per plan		EA					6		4		7			17		

DATE		BY		DESCRIPTION		DATE		BY		DESCRIPTION	
12-08-14		PF/YC		Revised landscape plant materials, quantities, specifications, and plans to meet FDOT Bold Design Requirements							

2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24  
Bruce W. Brodsky, R.L.A. LEON

ROAD NO. 263  
COUNTY LEON  
FINANCIAL PROJECT ID 415782-7-58-01  
415782-8-58-01

**TABULATION OF QUANTITIES**  
**CAPITAL CIRCLE NW/SW**

SHEET NO. 15  
LD-2  
Posted June 11, 2018



PAY												SHEET NUMBERS										TOTAL	
ITEM	PAY	SYM	BOTANICAL NAME	COMMON NAME	INSTALLED SIZE	MAXIMUM MAINTAINED	SPACING	REMARKS	UNIT	LD-17		LD-18		LD-19		LD-20		LD-21		THIS SHEET			
NO.	SIZE					SIZE				PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
FPID 415782-8-58-01 PAY ITEMS & QUANTITIES																							
580-1-1	Small	AG	Arachis glabrata	Perennial Peanut	1 Qt. Full	Natural	16" o.c.	Remove dead canes if desired	EA			30								530		560	
	Small	CAL	Callicarpa americana	Purple Beautyberry	3 Gal. 3' ht. x 3' spr.	Natural	Per plan		EA	36												36	
	Small	CO	Cephalanthus occidentalis	Buttonbush	1 Gal.	Natural	Per plan		EA													0	
	Small	HC	Hibiscus coccineus	Swamp Hibiscus	3 Gal. 3' ht. x 2' spr.	Natural	Per plan		EA													0	
	Small	ITY	Itea virginica	Virginia Sweetpire	3 Gal. 3' ht. x 2' spr.	10' x 8"	Per plan		EA	4												4	
	Small	ITH	Itea virginica 'Henry's Garnet'	Henry's Garnet Sweetpire	3 Gal. 2' ht. x 1' spr.	Natural	Per plan		EA	11												11	
	Small	JE	Juncus effusus	Soft Rush	BR	Natural	2' o.c.		EA	614												614	
	Small	MU	Muhlenbergia capillaris	Muhly Grass	3 Gal. Full	Natural	30" o.c.		EA							360						360	
	Small	PA	Plumbago auriculata	Plumbago	3 Gal. Full	Natural	48" o.c.		EA							171						171	
	Small	PC	Pontederia cordata	Pickereel Weed	BR	Natural	2' o.c.		EA													0	
	Small	SL	Sagittaria latifolia	Duck Potato	BR	Natural	2' o.c.		EA													0	
	Small	SV	Scirpus validus	Soft Bulrush	BR	Natural	3' o.c.		EA	87												87	
	Small	SR	Serenoa repens	Saw Palmetto	3 Gal. 18" x 18" min.	Natural	Per plan	Plant 3 and 7-gal randomly together	EA	12						13		20				45	
	Small	SR	Serenoa repens	Saw Palmetto	7 Gal. 24" x 24" min.	Natural	Per plan	Plant 3 and 7-gal randomly together	EA	20						16		11				47	
	Small	SB	Spartina bakerii	Sand Cordgrass	1 Gal. Full	Natural	3' o.c.	Locate 2' min. from BOC; Space 4' o.c. in dry ponds	EA	89						223		437				749	
	Small	VOC	Viburnum obovatum 'Compacta'	Dwarf Walter's Viburnum	3 Gal. 3' ht. x 2' spr.	Natural	Per plan	Keep root ball 2 1/2' off sidewalk or curb	EA	26								48				74	
	Small	ZP	Zamia pumila	Coontie	3 Gal. 2' ht. x 1' spr.	Natural	3' o.c.		EA			12						14				26	
580-1-2	Large	AS	Acer saccharum subsp. Floridanum	Florida Maple	45 Gal. 10-12' ht.	Natural	Per plan	2" or triple trunk to total 3"	EA													0	
	Large	CV	Chionanthus virginicus	Fringe Tree	B&B 8-10' ht.	Natural	Per plan		EA	11		14		7		12		5				49	
	Large	GL	Gordonia lasianthus	Loblolly Bay	30 Gal. 8-10' ht.	Natural	Per plan	Container or B&B, 3-4' min. spread, 2" min caliper	EA													0	
	Large	IAE	Ilex attenuata 'East Palatka'	East Palatka Holly	RPG FG 12-14' ht.	Prune suckers	Per plan	Multi-trunk, Prune suckers	EA	1								4				5	
	Large	IC	Ilex cassine	Dahoon Holly	30 Gal. 8-10' ht.	Natural	Per plan	Container or B&B, 3-4' min. spread, 2" min caliper	EA	1												1	
	Large	IVT	Ilex vomitoria 'Pride of Houston'	Treeform Yaupon Holly	45 Gal. 7' ht. min.	Natural	Per plan	Container or B&B, 3-4' min. spread, 3" min caliper	EA	20		3		4				16				43	
	Large	LT	Liriodendron tulipifera	Tulip Poplar	FG 3" cal.	Natural	Per plan		EA	4								3				7	
	Large	MG	Magnolia grandiflora	Southern Magnolia	100 Gal. 14' ht. min.	Natural	Per plan		EA									4				4	
	Large	MV	Magnolia virginiana	Sweetbay Magnolia	RPG 10-12' ht.	Natural	Per plan	Container or B&B, 3' min. spread, 3" min caliper	EA	2												2	
	Large	NA	Nyssa aquatica	Tupelo Gum	30 Gal. 6-8' ht.	Natural	Per plan		EA													0	
	Large	NS	Nyssa sylvatica	Blackgum	30 Gal. 8-10' ht.	Natural	Per plan	Container or B&B, 3' min. spread, 2 1/2" caliper	EA													0	
	Large	PE	Pinus elliotii	Slash Pine	FG 4" cal.	Natural	Per plan		EA	8												8	
	Large	QF	Quercus falcata	Southern Red Oak	FG 3" cal.	Natural	Per plan		EA													0	
	Large	QV	Quercus virginiana	Live Oak	RPG 5" cal.	Natural	Per plan		EA	4												4	
	Large	QVH	Quercus virginiana 'Highrise'	Highrise Oak	RPG 5" cal.	Natural	Per plan		EA			5		3								8	
	Large	TA	Taxodium ascendens	Pond Cypress	30 Gal. 8-10' ht.	Natural	Per plan		EA	4												4	

DATE		BY	DESCRIPTION	DATE	BY	DESCRIPTION	<b>ATKINS</b> 2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 24 Bruce W. Brodsky, R.L.A. License No. 14914		<b>BLUEPRINT</b> INTERGOVERNMENTAL AGENCY 2000 8" BEYOND		<b>TABULATION OF QUANTITIES</b> <b>CAPITAL CIRCLE NW/SW</b>		SHEET NO. LD-3
12-08-14		PF/YC	Revised landscape plant materials, quantities, specifications, and plans to meet FDOT Bold Design Requirements.										



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Posted June 11, 2018

USER: cody2112 12/5/2014 3:24:03 PM G:\Landscape Architecture\Projects\Capital Circle BOLD\AutoCad\Microstation Files\landscap\jobqia01



PAY						MAXIMUM						SHEET NUMBERS										TOTAL	
ITEM	PAY	SYM	BOTANICAL NAME	COMMON NAME	INSTALLED SIZE	MAINTAINED	SPACING	REMARKS	UNIT	LD-22		LD-23		LD-33 (FRONTAGE RD)		LD-34 (NINA POND)		LD-35 (DELTA 1 POND)		THIS SHEET			
NO.	SIZE					SIZE				PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
FPID 415782-8-58-01 PAY ITEMS & QUANTITIES																							
580-1-1	Small	AG	Arachis glabrata	Perennial Peanut	1 Qt. Full	Natural	16" o.c.	Remove dead canes if desired	EA														0
	Small	CAL	Callicarpa americana	Purple Beautyberry	3 Gal. 3' ht. x 3' spr.	Natural	Per plan		EA	25													25
	Small	CO	Cephalanthus occidentalis	Buttonbush	1 Gal.	Natural	Per plan		EA														0
	Small	HC	Hibiscus coccineus	Swamp Hibiscus	3 Gal. 3' ht. x 2' spr.	Natural	Per plan		EA								36						36
	Small	ITV	Itea virginica	Virginia Sweetspire	3 Gal. 3' ht. x 2' spr.	10' x 8'	Per plan		EA								16						16
	Small	ITH	Itea virginica 'Henry's Garnet'	Henry's Garnet Sweetspire	3 Gal. 2' ht. x 1' spr.	Natural	Per plan		EA	43													43
	Small	IE	Juncus effusus	Soft Rush	BR	Natural	2' o.c.		EA								5,888						5,888
	Small	MU	Muhlenbergia capillaris	Muhly Grass	3 Gal. Full	Natural	30" o.c.		EA														0
	Small	PA	Plumbago auriculata	Plumbago	3 Gal. Full	Natural	48" o.c.		EA														0
	Small	PC	Pontederia cordata	Pickering Weed	BR	Natural	2' o.c.		EA								2,339						2,339
	Small	SL	Sagittaria latifolia	Duck Potato	BR	Natural	2' o.c.		EA								1,607						1,607
	Small	SV	Scirpus validus	Soft Bulrush	BR	Natural	3' o.c.		EA								967						967
	Small	SR	Serenoa repens	Saw Palmetto	3 Gal. 18" x 18" min.	Natural	Per plan	Plant 3 and 7-gal randomly together	EA	8				11									19
	Small	SR	Serenoa repens	Saw Palmetto	7 Gal. 24" x 24" min.	Natural	Per plan	Plant 3 and 7-gal randomly together	EA	7				11									18
	Small	SB	Spartina bakeri	Sand Cordgrass	1 Gal. Full	Natural	3' o.c.	Locate 2' min. from BOC; Space 4' o.c. in dry ponds	EA	138				158		365							661
	Small	VOC	Viburnum obovatum 'Compacta'	Dwarf Walter's Viburnum	3 Gal. 3' ht. x 2' spr.	Natural	Per plan	Keep root ball 2 1/2' off sidewalk or curb	EA	53				92									145
	Small	ZP	Zamia pumila	Coontie	3 Gal. 2' ht. x 1' spr.	Natural	3' o.c.		EA														0
580-1-2	Large	AS	Acer saccharum subsp. Floridanum	Florida Maple	45 Gal. 10-12' ht.	Natural	Per plan	2" or triple trunk to total 3"	EA	5													5
	Large	CV	Chionanthus virginicus	Fringe Tree	B&B 8-10' ht.	Natural	Per plan		EA	5													5
	Large	GL	Gordonia lasianthus	Loblolly Bay	30 Gal. 8-10' ht.	Natural	Per plan	Container or B&B, 3-4' min. spread, 2" min caliper	EA														0
	Large	IAE	Ilex attenuata 'East Palatka'	East Palatka Holly	RPG FG 12-14' ht.	Prune suckers	Per plan	Multi-trunk. Prune suckers	EA														0
	Large	IC	Ilex cassine	Dahoon Holly	30 Gal. 8-10' ht.	Natural	Per plan	Container or B&B, 3-4' min. spread, 2" min caliper	EA								17						17
	Large	IVT	Ilex vomitoria 'Pride of Houston'	Treeform Yaupon Holly	45 Gal. 7' ht. min.	Natural	Per plan	Container or B&B, 3-4' min. spread, 3" min caliper	EA	3													3
	Large	LT	Liriodendron tulipifera	Tulip Poplar	FG 3' cal.	Natural	Per plan		EA	2													2
	Large	MG	Magnolia grandiflora	Southern Magnolia	100 Gal., 14' ht. min.	Natural	Per plan		EA														0
	Large	MV	Magnolia virginiana	Sweetbay Magnolia	RPG 10-12' ht.	Natural	Per plan	Container or B&B, 3' min. spread, 3" min caliper	EA								5						5
	Large	NA	Nyssa aquatica	Tupelo Gum	30 Gal. 6-8' ht.	Natural	Per plan		EA														0
	Large	NS	Nyssa sylvatica	Blackgum	30 Gal. 8-10' ht.	Natural	Per plan	Container or B&B, 3' min. spread, 2 1/2" caliper	EA														0
	Large	PE	Pinus elliotii	Slash Pine	FG 4' cal.	Natural	Per plan		EA	17		1											18
	Large	QF	Quercus falcata	Southern Red Oak	FG 3' cal.	Natural	Per plan		EA														0
	Large	QV	Quercus virginiana	Live Oak	RPG 5' cal.	Natural	Per plan		EA	1													1
	Large	QVH	Quercus virginiana 'Highrise'	Highrise Oak	RPG 5' cal.	Natural	Per plan		EA			1											1
	Large	TA	Taxodium ascendens	Pond Cypress	30 Gal. 8-10' ht.	Natural	Per plan		EA							19		17					36

DATE		BY	DESCRIPTION	DATE	BY	DESCRIPTION					<b>TABULATION OF QUANTITIES</b> <b>CAPITAL CIRCLE NW/SW</b>		SHEET NO.
12-08-14		PF/YC	Revised landscape plant materials, quantities, specifications, and plans to meet FDOT Bold Design Requirements.				2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 24 Bruce W. Brodsky, R.L.A. LEON		ROAD NO. 263 COUNTY LEON		FINANCIAL PROJECT ID 415782-7-58-01 415782-8-58-01		LD-4 Posted June 11, 2018



										SHEET NUMBERS				TOTAL		
PAY	ITEM	PAY	SYM	BOTANICAL NAME	COMMON NAME	INSTALLED SIZE	MAXIMUM MAINTAINED	SPACING	REMARKS	UNIT	LD-36 (DELTA 4)		LD-37 (BROADMOOR)		THIS SHEET	
	NO.	SIZE					SIZE				PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
FPID 415782-8-58-01 PAY ITEMS & QUANTITIES																
580-1-1	Small	AG	Arachis glabrata	Perennial Peanut	1 Qt. Full	Natural	16" o.c.	Remove dead canes if desired	EA				90			90
	Small	CAL	Callicarpa americana	Purple Beautyberry	3 Gal. 3' ht.x 3' spr.	Natural	Per plan		EA							0
	Small	CO	Cephalanthus occidentalis	Buttonbush	1 Gal.	Natural	Per plan		EA				16			16
	Small	HC	Hibiscus coccineus	Swamp Hibiscus	3 Gal. 3' ht. x 2' spr.	Natural	Per plan		EA	13			29			42
	Small	ITV	Itea virginica	Virginia Sweetspire	3 Gal. 3' ht. x 2' spr.	10" x 8"	Per plan		EA	13			24			37
	Small	ITH	Itea virginica 'Henry's Garnet'	Henry's Garnet Sweetspire	3 Gal. 2' ht. x 1' spr.	Natural	Per plan		EA							0
	Small	JE	Juncus effusus	Soft Rush	BR	Natural	2" o.c.		EA	1,242			10,825			12,067
	Small	MU	Muhlenbergia capillaris	Muhly Grass	3 Gal. Full	Natural	30" o.c.		EA							0
	Small	PA	Plumbago auriculata	Plumbago	3 Gal. Full	Natural	48" o.c.		EA							0
	Small	PC	Pontederia cordata	Pickereel Weed	BR	Natural	2" o.c.		EA	1,042			6,268			7,310
	Small	SL	Sagittaria latifolia	Duck Potato	BR	Natural	2" o.c.		EA	574			5,217			5,791
	Small	SV	Scirpus validus	Soft Bulrush	BR	Natural	3" o.c.		EA	565			3,332			3,897
	Small	SR	Serenoa repens	Saw Palmetto	3 Gal. 18" x 18" min.	Natural	Per plan	Plant 3 and 7-gal randomly together	EA							0
	Small	SR	Serenoa repens	Saw Palmetto	7 Gal. 24" x 24" min.	Natural	Per plan	Plant 3 and 7-gal randomly together	EA				12			12
	Small	SB	Spartina bakerii	Sand Cordgrass	1 Gal. Full	Natural	3" o.c.	Locate 2' min. from BOC; Space 4' o.c. in dry ponds	EA	299						299
	Small	VOC	Viburnum obovatum 'Compacta'	Dwarf Walter's Viburnum	3 Gal. 3' ht. x 2' spr.	Natural	Per plan	Keep root ball 2 1/2' off sidewalk or curb	EA							0
Small	ZP	Zamia pumila	Coontie	3 Gal. 2' ht. x 1' spr.	Natural	3" o.c.		EA							0	
580-1-2	Large	AS	Acer saccharum subsp. Floridanum	Florida Maple	45 Gal. 10-12' ht.	Natural	Per plan	2" or triple trunk to total 3"	EA							0
	Large	CV	Chionanthus virginicus	Fringe Tree	B&B 8-10' ht.	Natural	Per plan		EA							0
	Large	GL	Gordonia lasianthus	Loblolly Bay	30 Gal. 8-10' ht.	Natural	Per plan	Container or B&B, 3-4' min. spread, 2" min caliper	EA							0
	Large	IAE	Ilex attenuata 'East Palatka'	East Palatka Holly	RPG FG 12-14' ht.	Prune suckers	Per plan	Multi-trunk. Prune suckers	EA							0
	Large	IC	Ilex cassine	Dahoon Holly	30 Gal. 8-10' ht.	Natural	Per plan	Container or B&B, 3-4' min. spread, 2" min caliper	EA				14			14
	Large	IVT	Ilex vomitoria 'Pride of Houston'	Treeform Yaupon Holly	45 Gal. 7' ht. min.	Natural	Per plan	Container or B&B, 3-4' min. spread, 3" min caliper	EA				3			3
	Large	LT	Liriodendron tulipifera	Tulip Poplar	FG 3" cal.	Natural	Per plan		EA							0
	Large	MG	Magnolia grandiflora	Southern Magnolia	100 Gal., 14' ht. min.	Natural	Per plan		EA				12			12
	Large	MV	Magnolia virginiana	Sweetbay Magnolia	RPG 10-12' ht.	Natural	Per plan	Container or B&B, 3' min. spread, 3" min caliper	EA				10			10
	Large	NA	Nyssa aquatica	Tupelo Gum	30 Gal. 6-8' ht.	Natural	Per plan		EA				8			8
	Large	NS	Nyssa sylvatica	Blackgum	30 Gal. 8-10' ht.	Natural	Per plan	Container or B&B, 3' min. spread, 2 1/2" caliper	EA				6			6
	Large	PE	Pinus ellottii	Slash Pine	FG 4" cal.	Natural	Per plan		EA							0
	Large	QF	Quercus falcata	Southern Red Oak	FG 3" cal.	Natural	Per plan		EA				26			26
	Large	QV	Quercus virginiana	Live Oak	RPG 5" cal.	Natural	Per plan		EA							0
	Large	QVH	Quercus virginiana 'Highrise'	Highrise Oak	RPG 5" cal.	Natural	Per plan		EA							0
	Large	TA	Taxodium ascendens	Pond Cypress	30 Gal. 8-10' ht.	Natural	Per plan		EA	14			13			27

DATE		BY	DESCRIPTION	DATE	BY	DESCRIPTION	 2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 24 Bruce W. Brodsky, R.L.A. L.E.			 ROAD NO. COUNTY FINANCIAL PROJECT ID 263 LEON 415782-7-58-01 415782-8-58-01			<b>TABULATION OF QUANTITIES</b> <b>CAPITAL CIRCLE NW/SW</b>			SHEET NO. LD-5
12-08-14 PF/YC <div>  </div>							Page 393 of 1369							Posted June 11, 2018		



PAY		SHEET NUMBERS														TOTAL					
ITEM	PAY	SYM	BOTANICAL NAME	COMMON NAME	INSTALLED SIZE	MAINTAINED	SPACING	REMARKS	UNIT	LD-23		LD-24		LD-25		LD-26		LD-27		THIS SHEET	
NO.	SIZE					SIZE				PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
FPID 415782-7-58-01 PAY ITEMS & QUANTITIES																					
										NO LS											
580-1-1	Small	AG	Arachis glabrata	Perennial Peanut	1 Qt. Full	Natural	16" o.c.	Remove dead canes if desired	EA												0
	Small	CAL	Callicarpa americana	Purple Beautyberry	3 Gal. 3' ht. x 3' spr.	Natural	Per plan		EA												0
	Small	CO	Cephalanthus occidentalis	Buttonbush	1 Gal.	Natural	Per plan		EA												0
	Small	HC	Hibiscus coccineus	Swamp Hibiscus	3 Gal. 3' ht. x 2' spr.	Natural	Per plan		EA												0
	Small	ITV	Itea virginica	Virginia Sweetspire	3 Gal. 3' ht. x 2' spr.	10' x 8'	Per plan		EA												0
	Small	ITH	Itea virginica 'Henry's Garnet'	Henry's Garnet Sweetspire	3 Gal. 2' ht. x 1' spr.	Natural	Per plan		EA												0
	Small	JE	Juncus effusus	Soft Rush	BR	Natural	2' o.c.		EA												0
	Small	MU	Muhlenbergia capillaris	Muhly Grass	3 Gal. Full	Natural	30" o.c.		EA												0
	Small	PA	Plumbago auriculata	Plumbago	3 Gal. Full	Natural	48" o.c.		EA												0
	Small	PC	Pontederia cordata	Pickeral Weed	BR	Natural	2' o.c.		EA												0
	Small	SL	Sagittaria latifolia	Duck Potato	BR	Natural	2' o.c.		EA												0
	Small	SV	Scirpus validus	Soft Bulrush	BR	Natural	3' o.c.		EA												0
	Small	SR	Serenoa repens	Saw Palmetto	3 Gal. 18" x 18" min.	Natural	Per plan	Plant 3 and 7-gal randomly together	EA									3			3
	Small	SR	Serenoa repens	Saw Palmetto	7 Gal. 24" x 24" min.	Natural	Per plan	Plant 3 and 7-gal randomly together	EA									5			5
	Small	SB	Spartina bakerii	Sand Cordgrass	1 Gal. Full	Natural	3' o.c.	Locate 2' min. from BOC; Space 4' o.c. in dry ponds	EA					205				76			281
	Small	VOC	Viburnum obovatum 'Compacta'	Dwarf Walter's Viburnum	3 Gal. 3' ht. x 2' spr.	Natural	Per plan	Keep root ball 2 1/2' off sidewalk or curb	EA												0
	Small	ZP	Zamia pumila	Coontie	3 Gal. 2' ht. x 1' spr.	Natural	3' o.c.		EA												0
580-1-2	Large	AS	Acer saccharum subsp. Floridanum	Florida Maple	45 Gal. 10-12' ht.	Natural	Per plan	2" or triple trunk to total 3"	EA												0
	Large	CV	Chionanthus virginicus	Fringe Tree	B&B 8-10' ht.	Natural	Per plan		EA							9		3			12
	Large	GL	Gordonia lasianthus	Loblolly Bay	30 Gal. 8-10' ht.	Natural	Per plan	Container or B&B, 3-4' min. spread, 2" min caliper	EA												0
	Large	IAE	Ilex attenuata 'East Palatka'	East Palatka Holly	RPG FG 12-14' ht.	Prune suckers	Per plan	Multi-trunk. Prune suckers	EA							6					6
	Large	IC	Ilex cassine	Dahoon Holly	30 Gal. 8-10' ht.	Natural	Per plan	Container or B&B, 3-4' min. spread, 2" min caliper	EA												0
	Large	IVT	Ilex vomitoria 'Pride of Houston'	Treeform Yaupon Holly	45 Gal. 7' ht. min.	Natural	Per plan	Container or B&B, 3-4' min. spread, 3" min caliper	EA					12		18		7			37
	Large	LT	Liriodendron tulipifera	Tulip Poplar	FG 3" cal.	Natural	Per plan		EA							3		3			6
	Large	MG	Magnolia grandiflora	Southern Magnolia	100 Gal., 14' ht. min.	Natural	Per plan		EA					3				3			6
	Large	MV	Magnolia virginiana	Sweetbay Magnolia	RPG 10-12' ht.	Natural	Per plan	Container or B&B, 3' min. spread, 3" min caliper	EA												0
	Large	NA	Nyssa aquatica	Tupelo Gum	30 Gal. 6-8' ht.	Natural	Per plan		EA												0
	Large	NS	Nyssa sylvatica	Blackgum	30 Gal. 8-10' ht.	Natural	Per plan	Container or B&B, 3' min. spread, 2 1/2" caliper	EA												0
	Large	PE	Pinus elliotii	Slash Pine	FG 4" cal.	Natural	Per plan		EA												0
	Large	QF	Quercus falcata	Southern Red Oak	FG 3" cal.	Natural	Per plan		EA												0
	Large	QV	Quercus virginiana	Live Oak	RPG 5" cal.	Natural	Per plan		EA												0
	Large	QVM	Quercus virginiana 'Highrise'	Highrise Oak	RPG 5" cal.	Natural	Per plan		EA	4						4					8
	Large	TA	Taxodium ascendens	Pond Cypress	30 Gal. 8-10' ht.	Natural	Per plan		EA					11							11



										SHEET NUMBERS										TOTAL		
PAY	ITEM	PAY	SYM	BOTANICAL NAME	COMMON NAME	INSTALLED SIZE	MAXIMUM MAINTAINED	SPACING	REMARKS	UNIT	LD-28		LD-29		LD-30		LD-31		LD-32		THIS SHEET	
	NO.	SIZE					SIZE				PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
FPID 415782-7-58-01 PAY ITEMS & QUANTITIES																						
580-1-1	Small	AG	Arachis glabrata	Perennial Peanut	1 Qt. Full	Natural	16" o.c.	Remove dead canes if desired	EA				110									110
	Small	CAL	Callicarpa americana	Purple Beautyberry	3 Gal. 3' ht. x 3' spr.	Natural	Per plan		EA						22							22
	Small	CO	Cephalanthus occidentalis	Buttonbush	1 Gal.	Natural	Per plan		EA													0
	Small	HC	Hibiscus coccineus	Swamp Hibiscus	3 Gal. 3' ht. x 2' spr.	Natural	Per plan		EA													0
	Small	ITV	Itea virginica	Virginia Sweetpire	3 Gal. 3' ht. x 2' spr.	10' x 8'	Per plan		EA													0
	Small	ITH	Itea virginica 'Henry's Garnet'	Henry's Garnet Sweetpire	3 Gal. 2' ht. x 1' spr.	Natural	Per plan		EA													0
	Small	JE	Juncus effusus	Soft Rush	BR	Natural	2' o.c.		EA													0
	Small	MU	Muhlenbergia capillaris	Muhly Grass	3 Gal. Full	Natural	30" o.c.		EA													0
	Small	PA	Plumbago auriculata	Plumbago	3 Gal. Full	Natural	48" o.c.		EA													0
	Small	PC	Pontederia cordata	Pickereel Weed	BR	Natural	2' o.c.		EA													0
	Small	SL	Sagittaria latifolia	Duck Potato	BR	Natural	2' o.c.		EA													0
	Small	SV	Scirpus validus	Soft Bulrush	BR	Natural	3' o.c.		EA													0
	Small	SR	Serenoa repens	Saw Palmetto	3 Gal. 18" x 18" min.	Natural	Per plan	Plant 3 and 7-gal randomly together	EA	10		20		15								45
	Small	SR	Serenoa repens	Saw Palmetto	7 Gal. 24" x 24" min.	Natural	Per plan	Plant 3 and 7-gal randomly together	EA	10		23		15								48
	Small	SB	Spartina bakerii	Sand Cordgrass	1 Gal. Full	Natural	3' o.c.	Locate 2' min. from BOC; Space 4' o.c. in dry ponds	EA	351		401										752
	Small	VOC	Viburnum obovatum 'Compacta'	Dwarf Walter's Viburnum	3 Gal. 3' ht. x 2' spr.	Natural	Per plan	Keep root ball 2 1/2' off sidewalk or curb	EA	54		59		28								141
	Small	ZP	Zamia pumila	Coontie	3 Gal. 2' ht. x 1' spr.	Natural	3' o.c.		EA													0
580-1-2	Large	AS	Acer saccharum subsp. Floridanum	Florida Maple	45 Gal. 10-12' ht.	Natural	Per plan	2" or triple trunk to total 3"	EA													0
	Large	CV	Chionanthus virginicus	Fringe Tree	B&B 8-10' ht.	Natural	Per plan		EA			8		8								16
	Large	GL	Gordonia lasianthus	Loblolly Bay	30 Gal. 8-10' ht.	Natural	Per plan	Container or B&B, 3-4' min. spread, 2" min caliper	EA													0
	Large	IAE	Ilex attenuata 'East Palatka'	East Palatka Holly	RPG FG 12-14' ht.	Prune suckers	Per plan	Multi-trunk. Prune suckers	EA			8		13								21
	Large	IC	Ilex cassine	Dahoon Holly	30 Gal. 8-10' ht.	Natural	Per plan	Container or B&B, 3-4' min. spread, 2" min caliper	EA													0
	Large	IVT	Ilex vomitoria 'Pride of Houston'	Treeform Yaupon Holly	45 Gal. 7' ht. min.	Natural	Per plan	Container or B&B, 3-4' min. spread, 3" min caliper	EA			11		17		7						35
	Large	LT	Liriodendron tulipifera	Tulip Poplar	FG 3" cal.	Natural	Per plan		EA													0
	Large	MG	Magnolia grandiflora	Southern Magnolia	100 Gal., 14' ht. min.	Natural	Per plan		EA	5												5
	Large	MV	Magnolia virginiana	Sweetbay Magnolia	RPG 10-12' ht.	Natural	Per plan	Container or B&B, 3' min. spread, 3" min caliper	EA													0
	Large	NA	Nyssa aquatica	Tupelo Gum	30 Gal. 6-8' ht.	Natural	Per plan		EA													0
	Large	NS	Nyssa sylvatica	Blackgum	30 Gal. 8-10' ht.	Natural	Per plan	Container or B&B, 3' min. spread, 2 1/2" caliper	EA													0
	Large	PE	Pinus elliotii	Slash Pine	FG 4" cal.	Natural	Per plan		EA													0
	Large	QF	Quercus falcata	Southern Red Oak	FG 3" cal.	Natural	Per plan		EA													0
	Large	QV	Quercus virginiana	Live Oak	RPG 5" cal.	Natural	Per plan		EA													0
	Large	QVH	Quercus virginiana 'Highrise'	Highrise Oak	RPG 5" cal.	Natural	Per plan		EA			7		7								8
	Large	TA	Taxodium ascendens	Pond Cypress	30 Gal. 8-10' ht.	Natural	Per plan		EA													0

DATE

BY

DESCRIPTION

DATE

BY

DESCRIPTION

12-08-14

PF/YC

Revised landscape plant materials, quantities, specifications, and plans to meet FDOT Bold Design Requirements

ATKINS

2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24  
Bruce W. Brodsky, R.L.A. License No. 12914

BLUEPRINT

INTERGOVERNMENTAL AGENCY

2000

8" BEYOND

ROAD NO.

COUNTY

FINANCIAL PROJECT ID

263

LEON

415782-7-58-01  
415782-8-58-01

TABULATION OF QUANTITIES

CAPITAL CIRCLE NW/SW

SHEET NO.

LD-7

Page 395 of 1369

Posted June 11, 2018



Attachment #											Page 14 of 97			
PAY							MAXIMUM				SHEET NUMBERS		TOTAL	
ITEM	PAY	SYM	BOTANICAL NAME	COMMON NAME	INSTALLED SIZE	MAINTAINED	SPACING	REMARKS	UNIT	LD-38 (GUM)		THIS SHEET		
NO.	SIZE					SIZE				PLAN	FINAL	PLAN	FINAL	
FPID 415782-7-58-01 PAY ITEMS & QUANTITIES														
580-1-1	Small	AG	Arachis glabrata	Perennial Peanut	1 Qt. Full	Natural	16" o.c.	Remove dead canes if desired	EA				0	
	Small	CAL	Callicarpa americana	Purple Beautyberry	3 Gal. 3' Ht. x 3' spr.	Natural	Per plan		EA				0	
	Small	CO	Cephalanthus occidentalis	Buttonbush	1 Gal.	Natural	Per plan		EA				0	
	Small	HC	Hibiscus coccineus	Swamp Hibiscus	3 Gal. 3' Ht. x 2' spr.	Natural	Per plan		EA	8			8	
	Small	ITV	Itea virginica	Virginia Sweetspire	3 Gal. 3' Ht. x 2' spr.	10' x 8'	Per plan		EA	7			7	
	Small	ITH	Itea virginica 'Henry's Garnet'	Henry's Garnet Sweetspire	3 Gal. 2' Ht. x 1' spr.	Natural	Per plan		EA				0	
	Small	JE	Juncus effusus	Soft Rush	BR	Natural	2' o.c.		EA	741			741	
	Small	MU	Muhlenbergia capillaris	Muhly Grass	3 Gal. Full	Natural	30" o.c.		EA				0	
	Small	PA	Plumbago auriculata	Plumbago	3 Gal. Full	Natural	48" o.c.		EA				0	
	Small	PC	Pontederia cordata	Pickering Weed	BR	Natural	2' o.c.		EA	535			535	
	Small	SL	Sagittaria latifolia	Duck Potato	BR	Natural	2' o.c.		EA	562			562	
	Small	SV	Scirpus validus	Soft Bulrush	BR	Natural	3' o.c.		EA	337			337	
	Small	SR	Serenoa repens	Saw Palmetto	3 Gal. 18" x 18" min.	Natural	Per plan	Plant 3 and 7-gal randomly together	EA				0	
	Small	SR	Serenoa repens	Saw Palmetto	7 Gal. 24" x 24" min.	Natural	Per plan	Plant 3 and 7-gal randomly together	EA				0	
	Small	SB	Spartina bakerii	Sand Cordgrass	1 Gal. Full	Natural	3' o.c.	Locate 2' min. from BOC; Space 4' o.c. in dry ponds	EA	100			100	
	Small	VQC	Viburnum obovatum 'Compacta'	Dwarf Walter's Viburnum	3 Gal. 3' Ht. x 2' spr.	Natural	Per plan	Keep root ball 2 1/2' off sidewalk or curb	EA				0	
	Small	ZP	Zamia pumila	Coontie	3 Gal. 2' Ht. x 1' spr.	Natural	3' o.c.		EA				0	
580-1-2	Large	AS	Acer saccharum subsp. Floridanum	Florida Maple	45 Gal. 10-12' Ht.	Natural	Per plan	2" or triple trunk to total 3"	EA				0	
	Large	CV	Chionanthus virginicus	Fringe Tree	B&B 8-10' Ht.	Natural	Per plan		EA				0	
	Large	GL	Gordonia lasianthus	Loblolly Bay	30 Gal. 8-10' Ht.	Natural	Per plan	Container or B&B, 3-4' min. spread, 2" min caliper	EA				0	
	Large	IAE	Ilex attenuata 'East Palatka'	East Palatka Holly	RPG FG 12-14' Ht.	Prune suckers	Per plan	Multi-trunk. Prune suckers	EA				0	
	Large	IC	Ilex cassine	Dahoon Holly	30 Gal. 8-10' Ht.	Natural	Per plan	Container or B&B, 3-4' min. spread, 2" min caliper	EA				0	
	Large	IVT	Ilex vomitoria 'Pride of Houston'	Treeform Yaupon Holly	45 Gal. 7' Ht. min.	Natural	Per plan	Container or B&B, 3-4' min. spread, 3" min caliper	EA				0	
	Large	LT	Liriodendron tulipifera	Tulip Poplar	FG 3" cal.	Natural	Per plan		EA				0	
	Large	MG	Magnolia grandiflora	Southern Magnolia	100 Gal. 14' Ht. min.	Natural	Per plan		EA				0	
	Large	MV	Magnolia virginiana	Sweetbay Magnolia	RPG 10-12' Ht.	Natural	Per plan	Container or B&B, 3' min. spread, 3" min caliper	EA				0	
	Large	NA	Nyssa aquatica	Tupelo Gum	30 Gal. 6-8' Ht.	Natural	Per plan		EA	5			5	
	Large	NS	Nyssa sylvatica	Blackgum	30 Gal. 8-10' Ht.	Natural	Per plan	Container or B&B, 3' min. spread, 2 1/2" caliper	EA				0	
	Large	PE	Pinus ellottii	Slash Pine	FG 4" cal.	Natural	Per plan		EA				0	
	Large	QF	Quercus falcata	Southern Red Oak	FG 3" cal.	Natural	Per plan		EA				0	
	Large	QV	Quercus virginiana	Live Oak	RPG 5" cal.	Natural	Per plan		EA				0	
	Large	QVH	Quercus virginiana 'Highrise'	Highrise Oak	RPG 5" cal.	Natural	Per plan		EA				0	
	Large	TA	Taxodium ascendens	Pond Cypress	30 Gal. 8-10' Ht.	Natural	Per plan		EA	11			11	

DATE		BY	DESCRIPTION	DATE	BY	DESCRIPTION	 2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 24 Bruce W. Brodsky, R.L.A. License No. 12345			 INTERGOVERNMENTAL AGENCY			<b>TABULATION OF QUANTITIES</b> <b>CAPITAL CIRCLE NW/SW</b>			SHEET NO. LD-8
12-08-14	PF/YC		Revised landscape plant materials, quantities, specifications, and plans to meet FDOT Bold Design Requirements.				ROAD NO. 263 COUNTY LEON FINANCIAL PROJECT ID 415782-7-58-01 415782-8-58-01			Posted June 11, 2018						



FINISH SOIL LAYER

FPID 415782-8-58-01 PAY ITEMS & QUANTITIES		
QUANTITY	UNIT	DESCRIPTION/REMARKS
7,869	SY	PREPARED SOIL LAYER - 18" FINISH SOIL LAYER (TO BE ADDED TO EACH LANDSCAPE BED AND PLANTING AREA)
FPID 415782-7-58-01 PAY ITEMS & QUANTITIES		
QUANTITY	UNIT	DESCRIPTION/REMARKS
3,371	SY	PREPARED SOIL LAYER - 18" FINISH SOIL LAYER (TO BE ADDED TO EACH LANDSCAPE BED AND PLANTING AREA)

IRRIGATION AND SITE AMENITIES

FPID 415782-8-58-01 PAY ITEMS & QUANTITIES		
QUANTITY	UNIT	DESCRIPTION/REMARKS
10	EA	Bench: Keystone Ridge Model P-26, or approved equal; Black
7	EA	Litter Receptacle: Keystone Ridge Model MT3D-32E with dome lid and elevated support option, or approved equal; Black
1	LS	Landscape Irrigation system
FPID 415782-7-58-01 PAY ITEMS & QUANTITIES		
QUANTITY	UNIT	DESCRIPTION/REMARKS
2	EA	Bench: Keystone Ridge Model P-26, or approved equal; Black
1	EA	Litter Receptacle: Keystone Ridge Model MT3D-32E with dome lid and elevated support option, or approved equal; Black
1	LS	Landscape Irrigation system

Note:  
Manufacturer names are listed in order to match existing products.

REVISIONS						SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	
12-08-14	PF/YC	Revised landscape plant materials, quantities, specifications, and plans to meet FDOT Bold Design Requirements.				10-9

**ATKINS**  
2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24  
Bruce W. Bradsky, R.L.A. License No. 12914

**BLUEPRINT**  
INTERGOVERNMENTAL AGENCY  
& BEYOND

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

TABULATION OF QUANTITIES  
CAPITAL CIRCLE NW/SW

Posted June 11, 2018

USER: coaj212

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GENERAL NOTES

- Planting locations must be approved by and may be adjusted by the Landscape Architect (L.A.) prior to installation. Notify the L.A. of site conditions which may require adjustments of planting locations prior to Contractor's commencement of planting.
- No substitution of specified plant materials will be allowed without approval of the Landscape Architect. All gradable nursery plants shall be Florida No. 1 grade or better as described in "Grades and Standards for Nursery Plants", State of Florida, latest edition.
- The Establishment Period for watering and maintenance by the Contractor shall start after final acceptance. The Contractor shall request an Establishment Period Inspection by the L.A., COT representative, Leon County representative, and FDOT representative at the end of the Establishment Period. There shall be two establishment period inspections: the first inspection shall be one year after final acceptance for all landscape items except trees, and the second inspection will be three years after final acceptance for only trees. A representative from the agency responsible for maintenance shall be in attendance at the establishment period inspection (See Sheet LD-11).
- Container size is specified. A minimum of 80% of the container root ball must be banded by the root system. Encircling or "ring" roots are prohibited.
- All plant material shall be inspected and approved by the L.A., COT representative and Leon County representative at the growing site, nursery or handling area designated for the project site. Plant material presented for inspection shall be Florida Grade No. 1 or better.
- Landscape material and associated devices shall be adjusted in the field to avoid conflicts with any (proposed or existing) utility structures, drainage structures, ditches, under drains, ditch block, storm water management facilities, drainage discharge paths, traffic signage, lighting and their appurtenances. The Contractor shall not install the proposed improvements if a conflict exists. Any costs to remove and/or repair work installed that has not been approved by the L.A. shall be at the Contractor's expense.
- The Contractor shall not bring any hazardous materials onto the project. Should the Contractor require such for performing contracted work, the Contractor shall request, in writing, permission from the FDOT District Contamination Impacts Coordinator. The Contractor shall provide a copy to the Blueprint 2000 Project Manager. The Contractor shall provide the Blueprint 2000 Project Manager with a copy of the Material Safety Data Sheets (MSDS) for each hazardous material proposed for use. The FDOT District Contamination Impacts Coordinator shall coordinate with the Blueprint 2000 Project Manager prior to issuing written approval to the Contractor. State law does not treat petroleum products that are properly containerized and intended for equipment use as a hazardous material, therefore, such products do not need a MSDS submittal.  
  
Any known or suspected hazardous material found on the project by the Contractor shall be immediately reported to the Blueprint 2000 Project Manager and the Blueprint 2000 on-call Contamination Consultant, who shall direct the Contractor to protect the area of known or suspected contamination from further access. The Blueprint 2000 Project Manager is to notify the District Contamination Impacts Coordinator of the discovery. The Blueprint 2000 Project Manager will arrange for investigation, identification, and remediation of the hazardous material. The Contractor shall not return to the area of contamination until approval is provided by the Blueprint 2000 Project Manager. The FDOT District Contamination Impacts Coordinator will advise the Blueprint 2000 Project Manager.  
  
The Contractor shall have a contingency work plan in place each week in the event that suspected contamination is encountered. The contingency plan shall involve work in areas away from the current construction activities. The contingency plan will reduce or eliminate work stoppages due to potential environmental concerns. The contingency plan shall be continually updated as work progresses.
- The Contractor shall restore disturbed areas with sod or turf. All replacement sod or turf shall comply with FDOT specifications and shall match existing, and be approved in advance by the L.A.
- Landscape improvements shall be installed by the Contractor per current FDOT Standard Specification 580 and Design Standard Index 544.
- Where multiple plantings are to be made in extended bedding areas, the planting beds shall be prepared as follows:  
Existing vegetation located within the plant bed area shall receive a treatment of glyphosate-based systemic herbicide with an additional treatment two weeks later. After these treatments, the vegetation shall be mowed to a 1" height, maximum. All clippings shall be gathered and removed from the site.
- Contractor shall not cause conditions of erosion at any time during construction.
- Areas designated as Natural Areas or Existing Vegetation to remain shall remain undisturbed. Do not store equipment or materials in these areas.
- The Contractor shall provide and maintain tree protection for all existing trees to remain per FDOT Index 544.
- Quantities on Landscape Plan are minimum only. Contractor is responsible for his own quantity take-off, and shall provide all plant material required to fill plant bed area at spacing on plant schedule.
- Contractor shall provide topsoil in accordance with FDOT Standard Specification No. 162 and 987.
- All erosion control methods shall be in accordance with FDOT Standard Specification No. 571 and 985 and the approved Storm Water Pollution Prevention Plan.
- Herbicide treatment shall be in accordance with FDOT Guide to Chemical, Weed and Grass Control.
- All of the Landscape pay items for the Broadmoor and Delta wetland creation sites, and all of the sod and turf pay items are included in the Roadway Plans. All other Landscape pay items are included in the Landscape Plans.
- Permanent Irrigation shall not be provided for sod or pond plantings.

TRAFFIC CONTROL

- Contractor shall follow FDOT Standard Index No. 613 for traffic control devices used along SR 263.

TURF AND SODDING NOTES

- All median areas that are not planted with shrubs and ground covers as delineated on the plans shall be sodded. A minimum 5' back of curb of the median shall be sodded unless otherwise designated in the landscape plans.
- A minimum 2' strip adjacent to all sidewalks shall be sodded.
- All other areas not designated for sodding shall receive turf per FDOT Standard Specification No. 570.
- Sod shall be installed in compliance with FDOT Standard Specification No. 570 and 981.

UTILITY NOTES

- The location(s) of the utilities shown on the plans should be considered approximate only. The verified locations apply only at the points shown. Interpolations between these points have not been verified.
- The Contractor shall notify all utilities two business days prior to demolition and/or excavation. Call "Sunshine State One Call System" 1-800-432-4770 - so that underground utilities may be field located.
- FDOT Area Utility Coordinator: Traci Adkinson, (850) 575-1800; Universal Toll Free (811) 432-4770.
- A Utility Representative shall be present if landscaping requires any excavation of greater than 36 inches depth.
- The Contractor shall coordinate with the utility companies during construction. No Utility is to be relocated as a result of landscaping placement. Planting shall be adjusted horizontally, at the direction of the L.A., to negate any utility conflicts.

PLANT MATERIAL SET-BACK REQUIREMENTS

- 10 ft. right-of-way setback for trees  
20 ft. overhead utility line setback for large trees  
10 ft. from face of guardrail for trees and large shrubs  
4 ft. from face of guardrail for small shrubs and ground cover  
10 ft. from ditch pavement for large trees  
6 ft. from edge of travel lanes in medians (large trees)  
4 ft. from back of curb at roadside (large trees)

LEGEND

TREES

- Acer saccharum 'Floridanum' Florida Maple
- Chionanthus virginicus Fringe Tree
- Ilex attenuata 'East Palatka' East Palatka Holly
- Gordonia lasianthus Loblolly Bay
- Ilex cassine Dahoon Holly
- Ilex vomitoria 'Pride of Houston' Treeform Yaupon Holly
- Lagerstroemia indica 'Muscogee' Lavender Crape Myrtle
- Lagerstroemia indica 'Natchez' White Crape Myrtle
- Lagerstroemia indica 'Tonto' Red Crape Myrtle
- Lagerstroemia indica 'Tuscarora' Coral Pink Crape Myrtle
- Liriodendron tulipifera Tulip Poplar
- Magnolia grandiflora Southern Magnolia
- Magnolia virginiana Sweetbay Magnolia
- Nyssa aquatica Tupelo Gum
- Nyssa sylvatica Blackgum
- Pinus elliotii Slash Pine
- Quercus falcata Southern Red Oak
- Quercus virginiana Live Oak
- Quercus virginiana 'Highrise' Highrise Live Oak
- Taxodium ascendens Pond Cypress

SHRUBS

- Callicarpa americana Beautyberry
- Cephaelis occidentalis - Buttonbush
- Hibiscus coccineus - Swamp Hibiscus
- Itea virginica - Virginia Sweetspire
- Itea virginica 'Henry's Garnet' Henry's Garnet Sweetspire
- Serenoa repens Saw Palmetto
- Viburnum obtusatum 'Compacta' Dwarf Walter's Viburnum

GROUND COVER

- Arachis glabrata Perennial Peanut
- Arachis glabrata Perennial Peanut Sod
- Zamia pumila - Coontie
- Muhlenbergia capillaris - Muhly Grass
- Pontederia cordata - Pickerel Weed
- Sagittaria latifolia - Duck Potato
- Scirpus validus - Soft Bulrush
- Spartina bakeri - Sand Cordgrass
- Plumbago auriculata - Plumbago

REVISIONS						SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	
12-08-14	PF/YC	Revised landscape plant materials, quantities, specifications, and plans to meet FDOT Bold Design Requirements				LD-10

<b>ATKINS</b> 2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 24 of 1369 Bruce W. Bradsky, R.L.A. LA0001742			<b>BLUEPRINT 2000</b> INTERGOVERNMENTAL AGENCY & BEYOND ROAD NO. 263 COUNTY LEON FINANCIAL PROJECT ID 415782-7-58-01 415782-8-58-01			<b>GENERAL NOTES</b> <b>CAPITAL CIRCLE NW/SW</b> Issued June 11, 2018
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ESTABLISHMENT PERIOD MAINTENANCE PLAN

The following operations shall be performed by the Contractor during the Establishment Period. The Contractor shall be responsible for the proper maintenance, survival and condition of all landscape items, excluding trees, for a period of one year after the final acceptance of the project. The Contractor shall be responsible for the proper maintenance of all trees in Florida No. 1 Grade condition for a period of three (3) years after the final acceptance of the project. The Contractor shall provide a warranty / maintenance bond per FDOT requirements.

1. **Mowing:**  
Mowing shall be performed every thirty (30) days during the growing cycle.
2. **Fertilizer:**  
During the establishment period, apply as required based on plant growth monitoring and soil analysis. Fertilizer accordance with FDOT Standard Specification No. 982.
3. **Weeding/Edging:**  
Weeding - All planting areas shall remain weed free during the establishment period.  
  
Edging - Mechanically edge all planting beds, sidewalks and curbs that are adjacent to turf areas at every mowing cycle.
4. **Herbicide/Pesticide:**

a. All personnel involved in the chemical program are to receive proper training and follow the operating guidelines provided by the FDOT for chemical control. Contact the local County Agricultural Extension Service for additional information regarding herbicide, pesticide and required licenses.

b. Remove mechanically or by herbicide treatment all invasive exotic species found during the establishment period.

c. Provide plant material insect and disease control inspections continually during the establishment period and treat as necessary.
5. **Pruning:**  
Prune all plants per FDOT and COT requirements as necessary to maintain proper form, health and vigor during the establishment period.
6. **Mulch:**

a. At all trees a 6 foot diameter ring of pine bark mulch and in all beds mulch is to be maintained continually. Mulch shall not be used in the expected wetted area of stormwater ponds.

b. Supplement the existing height of mulch to a total of 3 inches one month before the end of the establishment period.
7. **Irrigation:**  
Contractor shall remove all temporary irrigation (if used) at ponds before final inspection at the end of the establishment period. Provide sufficient water to ensure plant material health during the establishment period.  
Contractor shall maintain proper function of all irrigation equipment according to manufacturer's recommendation with compatible hardware during the one-year establishment period.
8. **Special Care Requirements:**  
Ensure that all hardscape elements are protected during the establishment period.  
This includes the periodic inspection, repair and cleaning of all hardscape items specified in these plans.  
Clean all hardscape items prior to final inspection.
9. **Litter Pick-Up:**  
During the establishment period, ensure litter pickup every thirty (30) days and prior to each mowing cycle.
10. **Work Zone Control Plan:**  
FDOT approved traffic control measures shall be utilized during all maintenance activities.
11. **Staking:**  
Contractor shall maintain all tree staking for the duration of the establishment period.  
Contractor to remove all tree staking upon final acceptance at the end of the establishment period.

REVISIONS						SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	
12-08-14	PF/JC	Revised landscape plant materials, quantities, specifications, and plans to meet FDOT Bold Design Requirements				LD-11

**ATKINS**  
2639 N. Monroe Street, Bldg. C, Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24  
Bruce W. Brodsky, R.L.A. License No. 12914

**BLUEPRINT**  
INTERGOVERNMENTAL AGENCY  
2000 & BEYOND

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

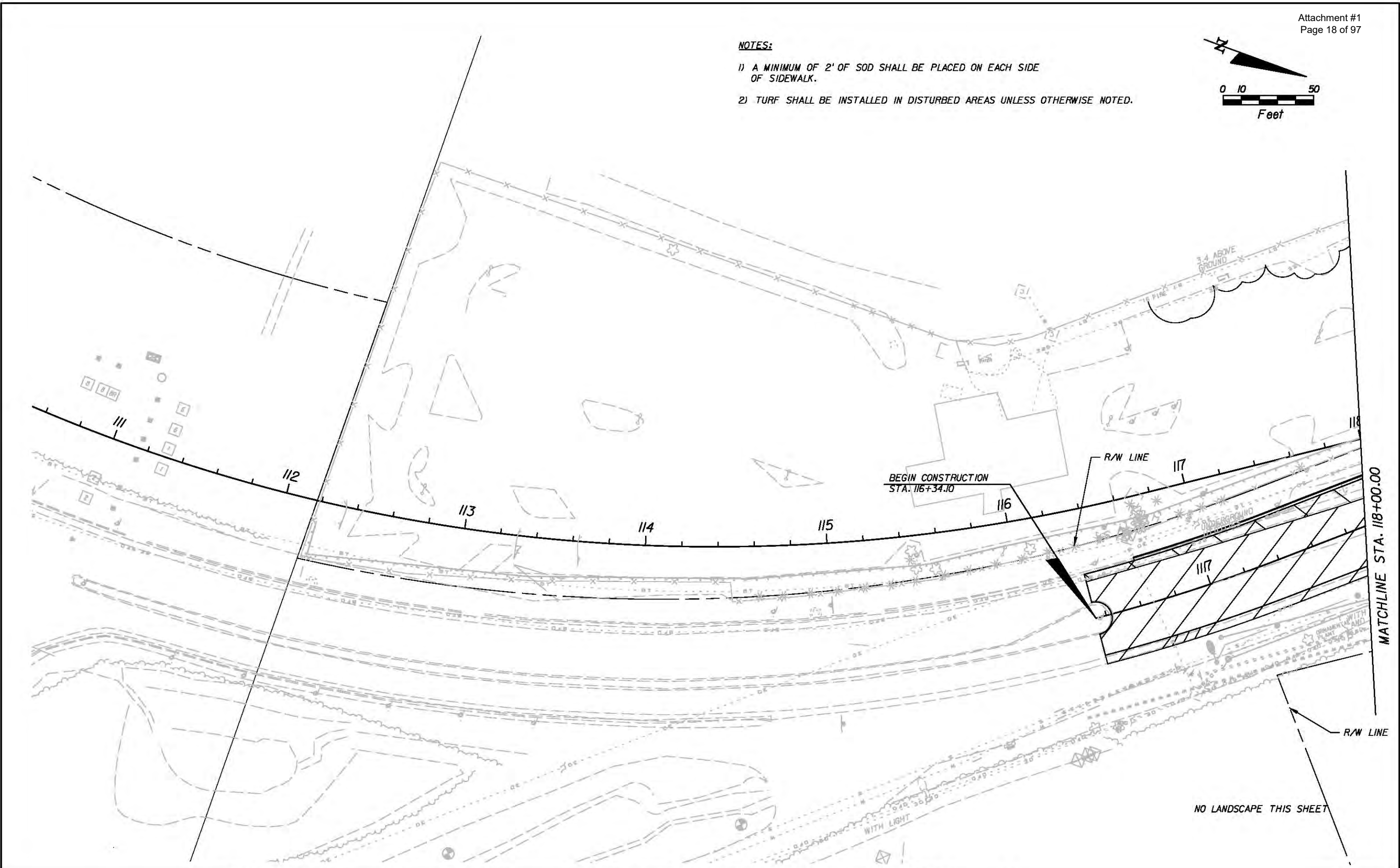
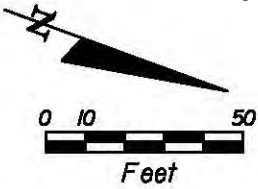
**ESTABLISHMENT PERIOD NOTES**  
**CAPITAL CIRCLE NW/SW**

Posted June 11, 2018

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NOTES:

- 1) A MINIMUM OF 2' OF SOD SHALL BE PLACED ON EACH SIDE OF SIDEWALK.
- 2) TURF SHALL BE INSTALLED IN DISTURBED AREAS UNLESS OTHERWISE NOTED.



REVISIONS						ATKINS	BLUEPRINT 2000 INTERGOVERNMENTAL AGENCY & BEYOND	LANDSCAPE PLAN CAPITAL CIRCLE NW/SW			SHEET NO. LD-12
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION			ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
12-08-14	PF/YC	Revised landscape plant materials, quantities, specifications, and plans to meet FDOT Bold Design Requirements				2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 24 Bruce W. Brodsky, R.L.A. LA0001742		263	LEON	415782-7-58-01 415782-8-58-01	Posted June 11 2018



- 1) A MINIMUM OF 2' OF SOD SHALL BE PLACED ON EACH SIDE OF SIDEWALK.
- 2) TURF SHALL BE INSTALLED IN DISTURBED AREAS UNLESS OTHERWISE NOTED.

BEGIN LANDSCAPE PROJECT  
FPID 415782-8-58-01  
STA. 122+40.00

R/W LINE

122  
1122

123

**MULCH**

**SOD**



AG  
9/10 EF

MATCHLINE STA. 118+00.00

MATCHLINE STA. 125+00.00

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
12-08-14	PF/YC	Revised landscape plant materials, quantities, specifications, and plans to meet FDOT Bold Design Requirements			

# ATKINS

2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
 FBPE Certificate of Authorization No. 24  
 Bruce W. Brodsky, R.L.A. LA0001742

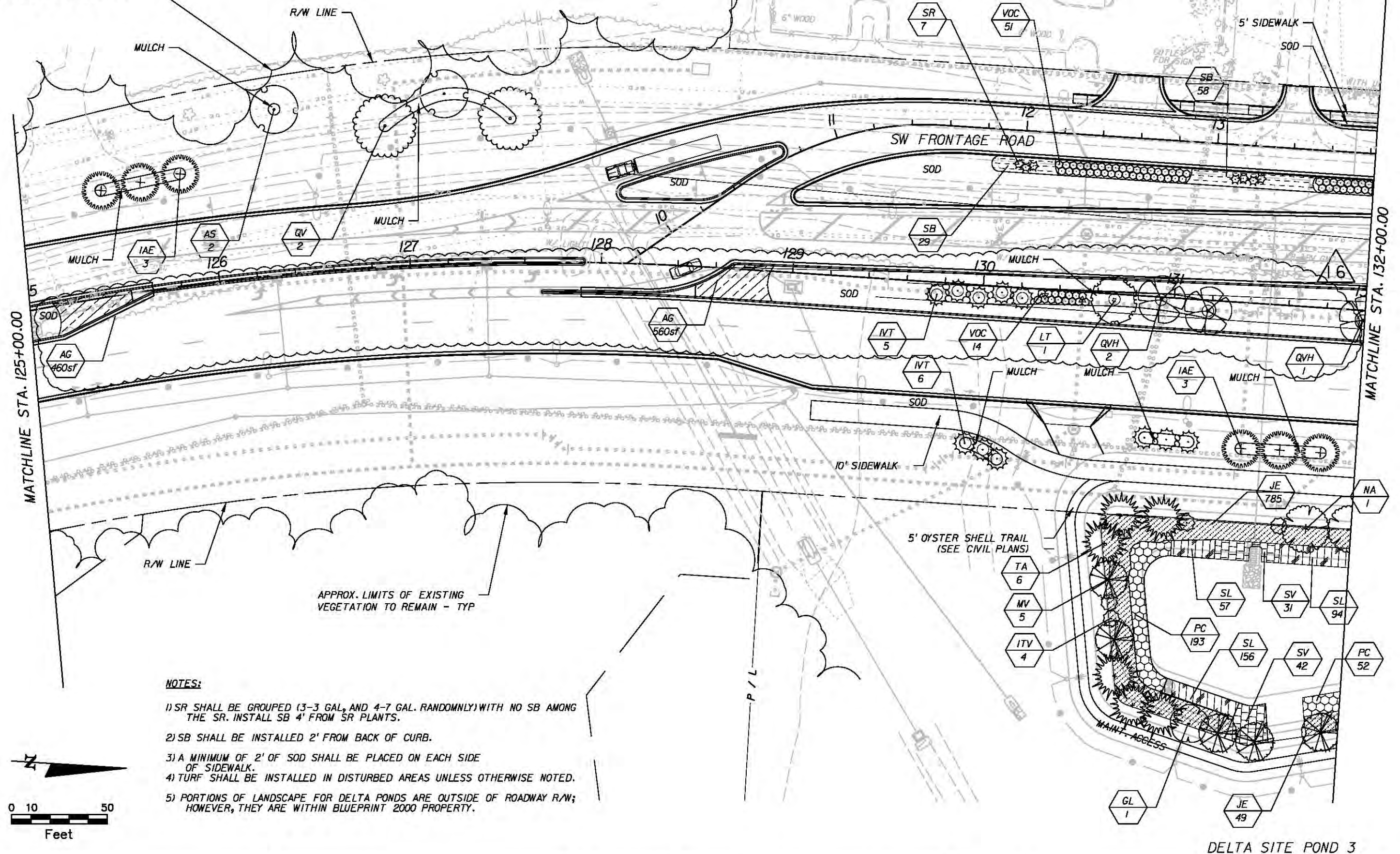
CITY OF TALLAHASSEE - LEON COUNTY  
**BLUEPRINT**  
INTERGOVERNMENTAL AGENCY **2000**  
& BEYOND

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01
		415782-8-58-01

**LANDSCAPE PLAN**  
**CAPITAL CIRCLE NW/SE**

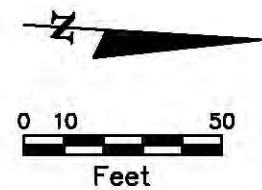
**SHEET**  
**NO.**  
**LD-13**

APPROX. LIMITS OF EXISTING  
VEGETATION TO REMAIN - TYP



**NOTES:**

- 1) SR SHALL BE GROUPED (3-3 GAL. AND 4-7 GAL. RANDOMLY) WITH NO SB AMONG THE SR. INSTALL SB 4' FROM SR PLANTS.
- 2) SB SHALL BE INSTALLED 2' FROM BACK OF CURB.
- 3) A MINIMUM OF 2' OF SOD SHALL BE PLACED ON EACH SIDE OF SIDEWALK.
- 4) TURF SHALL BE INSTALLED IN DISTURBED AREAS UNLESS OTHERWISE NOTED.
- 5) PORTIONS OF LANDSCAPE FOR DELTA PONDS ARE OUTSIDE OF ROADWAY R/W; HOWEVER, THEY ARE WITHIN BLUEPRINT 2000 PROPERTY.

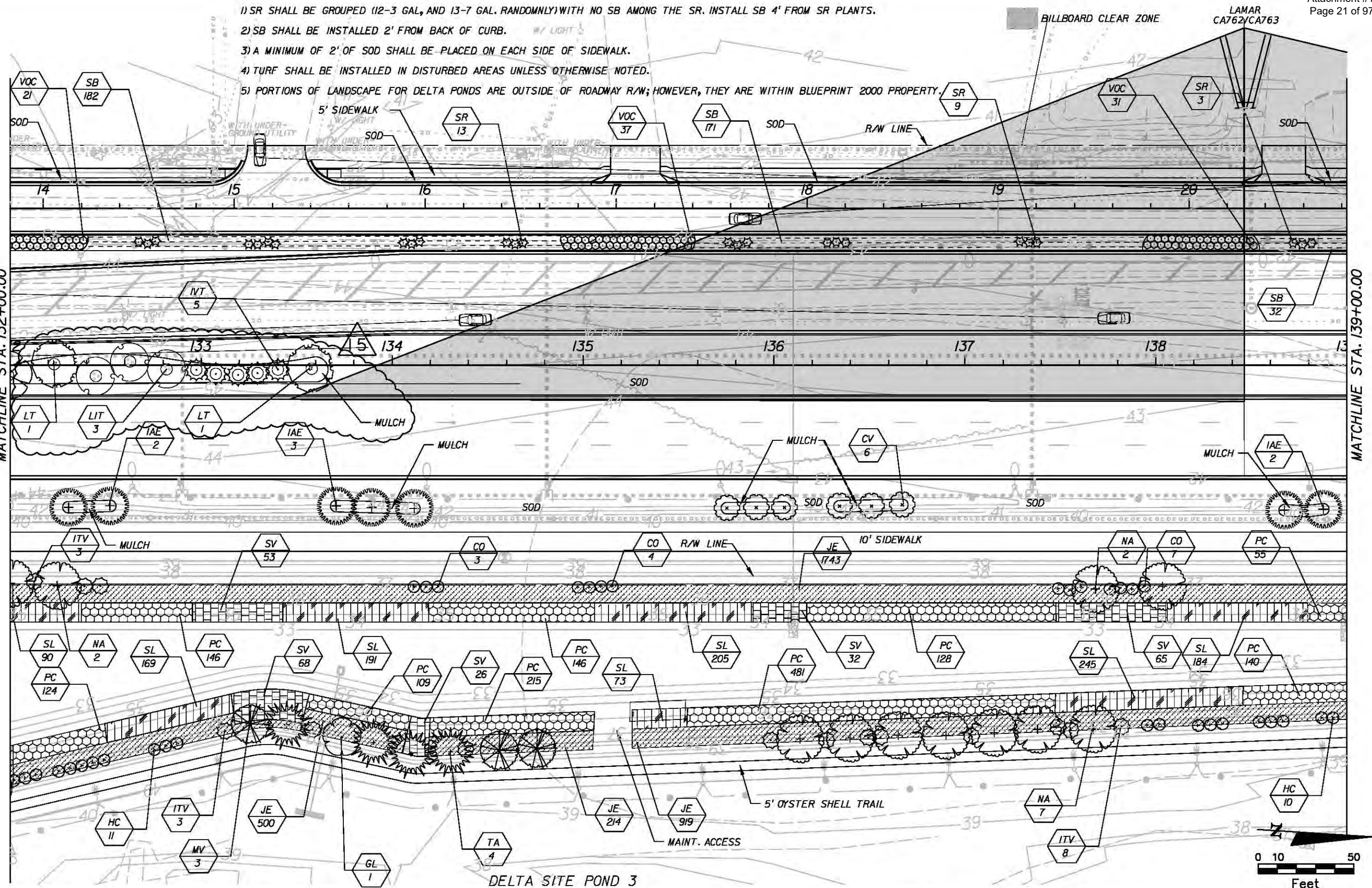
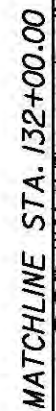


REVISIONS						ATKINS 2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 24 Bruce W. Brodsky, R.L.A. LA0001742	CITY OF TALLAHASSEE - LEON COUNTY BLUEPRINT 2000 INTERGOVERNMENTAL AGENCY & BEYOND			LANDSCAPE PLAN CAPITAL CIRCLE NW/SW			SHEET NO.	
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	CAPITAL CIRCLE NW/SW		2018		
12-08-14	PF/YC	Revised landscape plant materials, quantities, specifications, and plans to meet FDOT Bold Design Requirements					263	LEON	415782-7-58-01 415782-8-58-01	CAPITAL CIRCLE NW/SW		LD-14		



NOTES:

- 1) SR SHALL BE GROUPED (12-3 GAL. AND 13-7 GAL. RANDOMLY) WITH NO SB AMONG THE SR. INSTALL SB 4' FROM SR PLANTS.
- 2) SB SHALL BE INSTALLED 2' FROM BACK OF CURB. W/ LIGHT S
- 3) A MINIMUM OF 2' OF SOD SHALL BE PLACED ON EACH SIDE OF SIDEWALK.
- 4) TURF SHALL BE INSTALLED IN DISTURBED AREAS UNLESS OTHERWISE NOTED.
- 5) PORTIONS OF LANDSCAPE FOR DELTA PONDS ARE OUTSIDE OF ROADWAY R/W; HOWEVER, THEY ARE WITHIN BLUEPRINT 200



MATCHLINE STA. 139+00.00

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
12-08-14	PF/YC	Revised landscape plant materials, quantities, specifications, and plans to meet FDOT Bold Design Requirements			

**ATKINS**  
2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24  
Bruce W. Brodsky, R.I.A. LA0001742

<div style="text-align: center;"> <small>CITY OF TALLAHASSEE - LEON COUNTY</small>  <b>BLUEPRINT</b>  <small>INTERGOVERNMENTAL AGENCY</small>  <b>2000</b>  <small>&amp; BRYOND</small> </div>		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

**LANDSCAPE PLAN**  
**CAPITAL CIRCLE NW/SW**

**SHEET**  
**NO.**  
2018  
**LD-15**



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
12-08-14	PF/YC	Revised landscape plant materials, quantities, specifications, and plans to meet FDOT Bold Design Requirements			

**ATKINS**  
2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24  
Bruce W. Brodsky, R.L.A. LA0001742

CITY OF TALLAHASSEE - LEON COUNTY

# BLUEPRINT

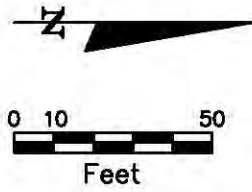
INTERGOVERNMENTAL AGENCY **2000**  
& BEYOND

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

**LANDSCAPE PLAN**  
**CAPITAL CIRCLE NW/SW**

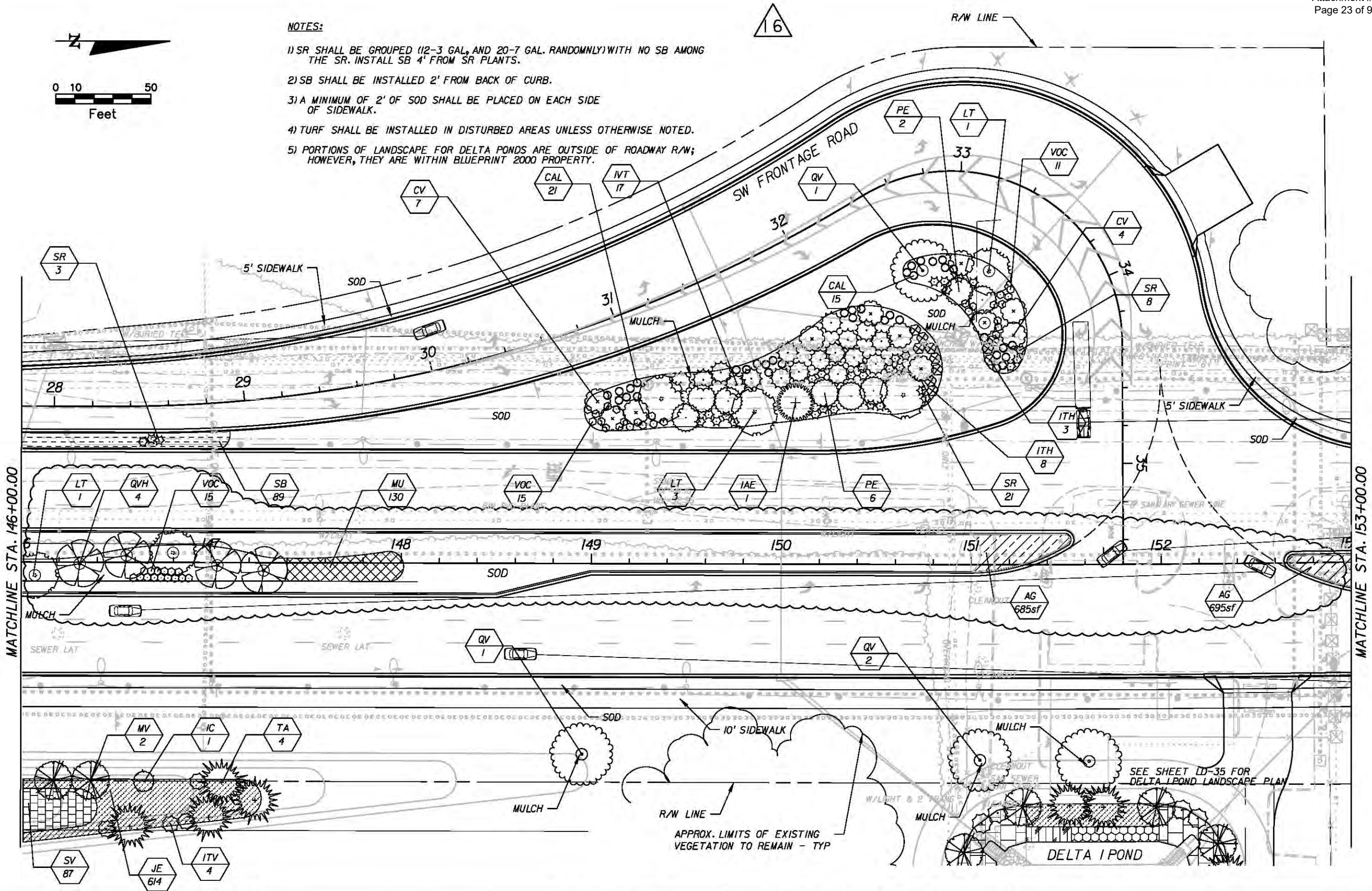
**SHEET  
NO.**  
2018  
**LD-16**





NOTES:

- 1) SR SHALL BE GROUPED (12-3 GAL. AND 20-7 GAL. RANDOMLY) WITH NO SB AMONG THE SR. INSTALL SB 4' FROM SR PLANTS.
- 2) SB SHALL BE INSTALLED 2' FROM BACK OF CURB.
- 3) A MINIMUM OF 2' OF SOD SHALL BE PLACED ON EACH SIDE OF SIDEWALK.
- 4) TURF SHALL BE INSTALLED IN DISTURBED AREAS UNLESS OTHERWISE NOTED.
- 5) PORTIONS OF LANDSCAPE FOR DELTA PONDS ARE OUTSIDE OF ROADWAY R/W; HOWEVER, THEY ARE WITHIN BLUEPRINT 2000 PROPERTY.



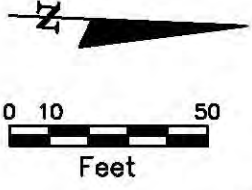
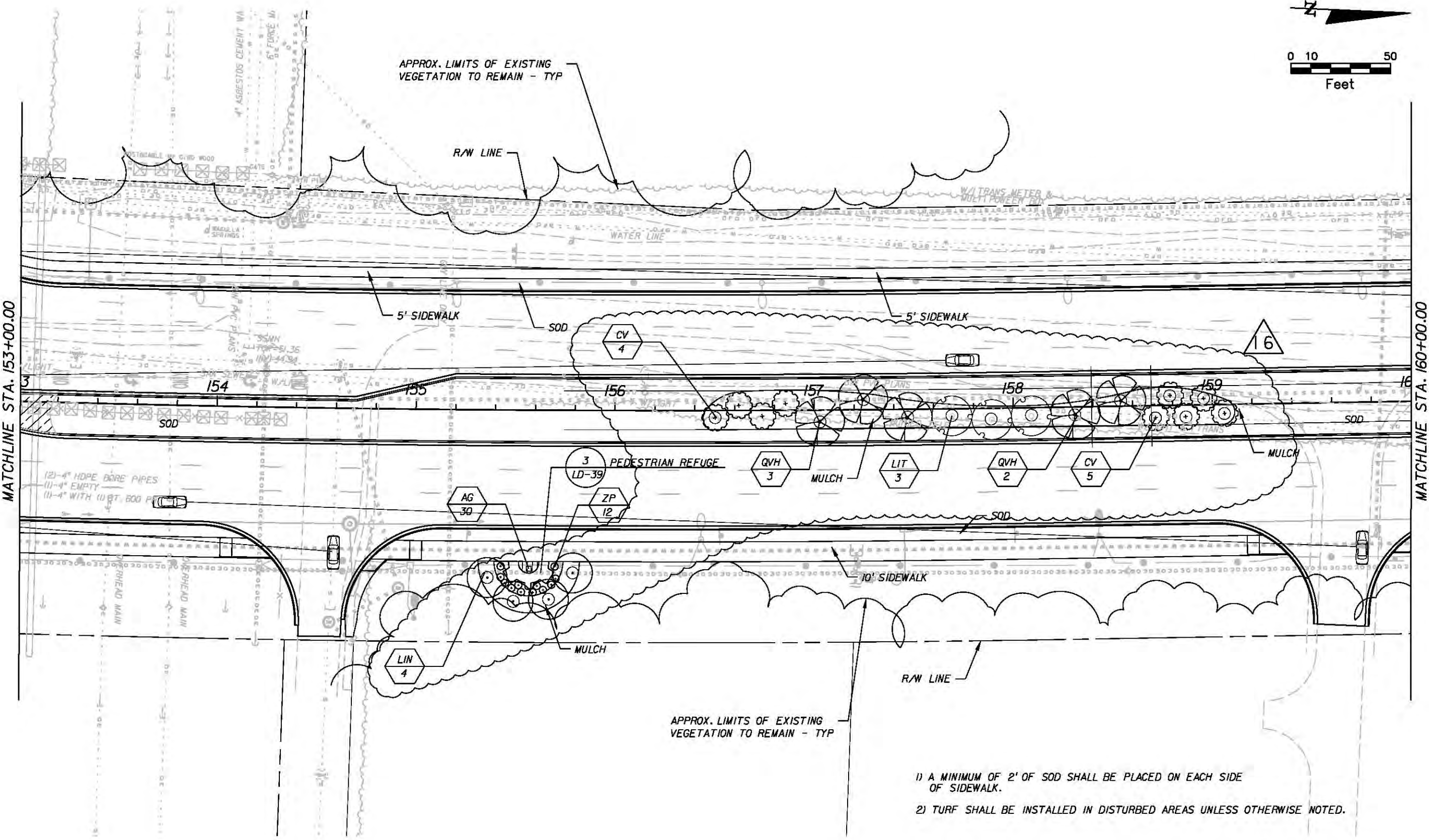
REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
12-08-14	PF/YC	Revised landscape plant materials, quantities, specifications, and plans to meet FDOT Bold Design Requirements			

**ATKINS**  
2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24 of 1369  
Bruce W. Brodsky, R.L.A. LA0001742

**BLUEPRINT 2000**  
INTERGOVERNMENTAL AGENCY & BEYOND  
CITY OF TALLAHASSEE - LEON COUNTY  
ROAD NO. 263  
COUNTY LEON  
FINANCIAL PROJECT ID 415782-7-58-01  
415782-8-58-01  
USER: cccy2112 5/1/2015

**LANDSCAPE PLAN**  
**CAPITAL CIRCLE NW/SW**  
Posted June 11 2018  
LD-17

SHEET NO.
LD-17



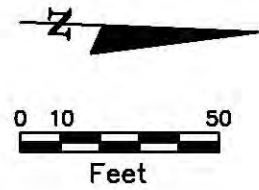
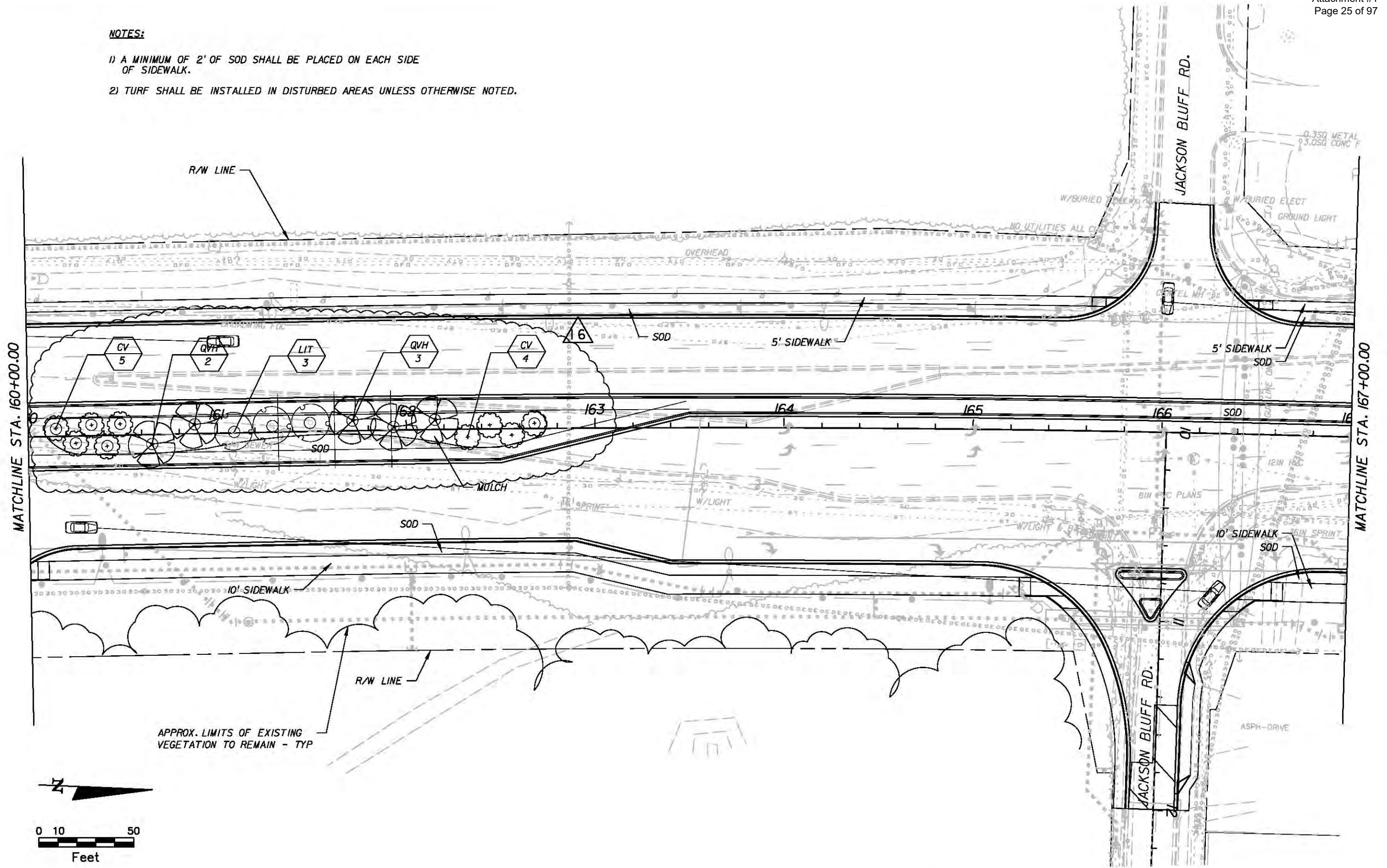
- 1) A MINIMUM OF 2' OF SOD SHALL BE PLACED ON EACH SIDE OF SIDEWALK.
- 2) TURF SHALL BE INSTALLED IN DISTURBED AREAS UNLESS OTHERWISE NOTED.

REVISIONS						ATKINS	BLUEPRINT INTERGOVERNMENTAL AGENCY & BEYOND	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	LANDSCAPE PLAN CAPITAL CIRCLE NW/SW	SHEET NO. LD-18
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION							
12-08-14	PF/YC	Revised landscape plant materials, quantities, specifications, and plans to meet FDOT Bold Design Requirements				2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 24 of 1369 Bruce W. Brodsky, R.L.A. LA0001742		263	LEON	415782-7-58-01 415782-8-58-01	Posted June 11 2018	



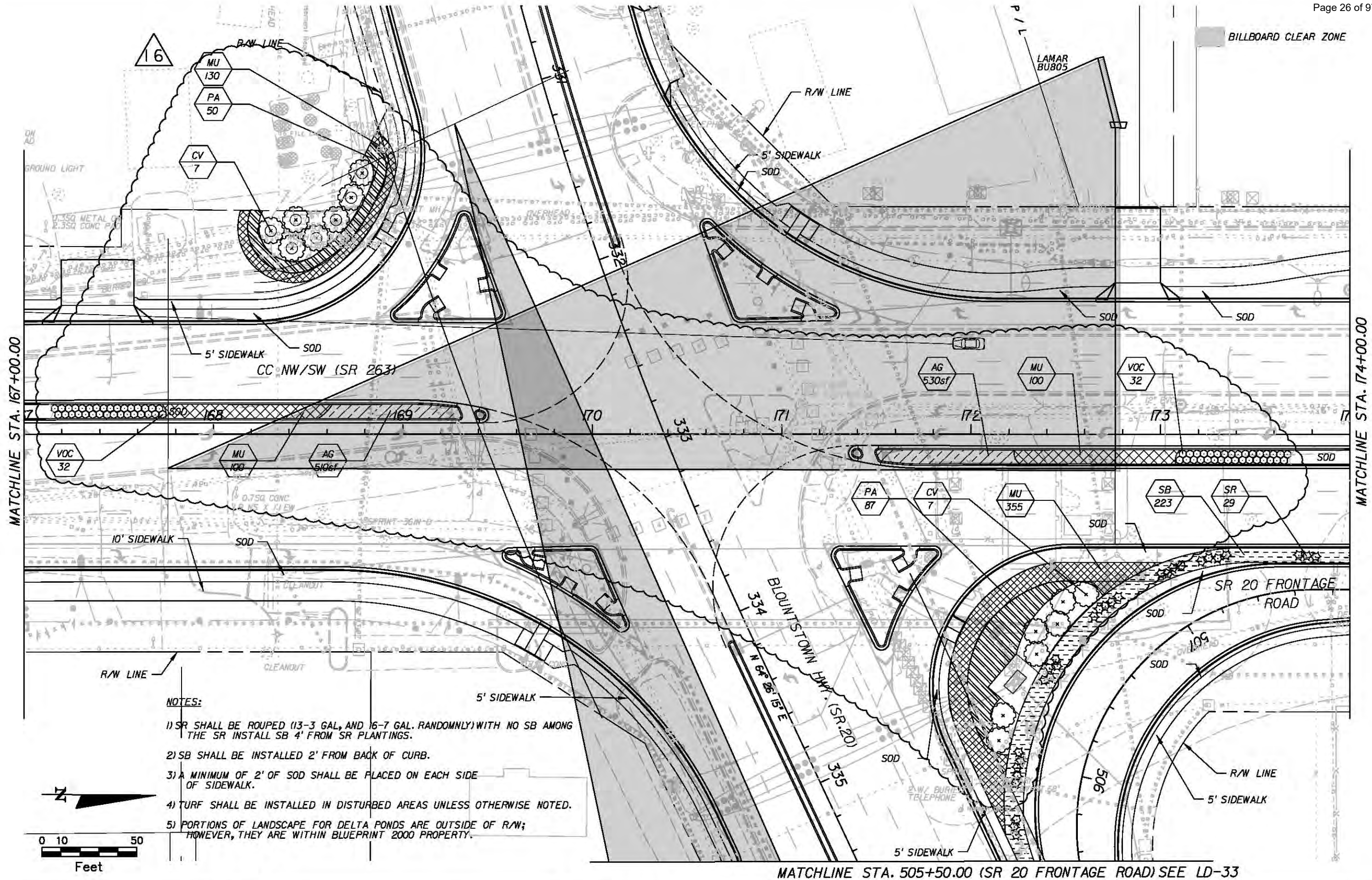
**NOTES:**

- 1) A MINIMUM OF 2' OF SOD SHALL BE PLACED ON EACH SIDE OF SIDEWALK.
- 2) TURF SHALL BE INSTALLED IN DISTURBED AREAS UNLESS OTHERWISE NOTED.



REVISIONS						ATKINS	BLUEPRINT INTERGOVERNMENTAL AGENCY & BEYOND	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	LANDSCAPE PLAN CAPITAL CIRCLE NW/SW	SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION							
12-08-14	PF/YC	Revised landscape plant materials, quantities, specifications, and plans to meet FDOT Bold Design Requirements				2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 24 of 1369 Bruce W. Brodsky, R.L.A. LA0001742		263	LEON	415782-7-58-01 415782-8-58-01	Posted June 11 2018	LD-19





NOTES:

- 1) SR SHALL BE ROUPED (13-3 GAL, AND 16-7 GAL. RANDOMLY) WITH NO SB AMONG THE SR INSTALL SB 4' FROM SR PLANTINGS.
- 2) SB SHALL BE INSTALLED 2' FROM BACK OF CURB.
- 3) A MINIMUM OF 2' OF SOD SHALL BE PLACED ON EACH SIDE OF SIDEWALK.
- 4) TURF SHALL BE INSTALLED IN DISTURBED AREAS UNLESS OTHERWISE NOTED.
- 5) PORTIONS OF LANDSCAPE FOR DELTA PONDS ARE OUTSIDE OF R/W; HOWEVER, THEY ARE WITHIN BLUEPRINT 2000 PROPERTY.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
12-08-14	PF/YC	Revised landscape plant materials, quantities, specifications, and plans to meet FDOT Bold Design Requirements			

**ATKINS**  
2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 245 of 1369  
Bruce W. Brodsky, R.L.A. LA0001742

**BLUEPRINT 2000**  
INTERGOVERNMENTAL AGENCY & BEYOND  
ROAD NO. 263  
COUNTY LEON  
FINANCIAL PROJECT ID 415782-7-58-01  
415782-8-58-01

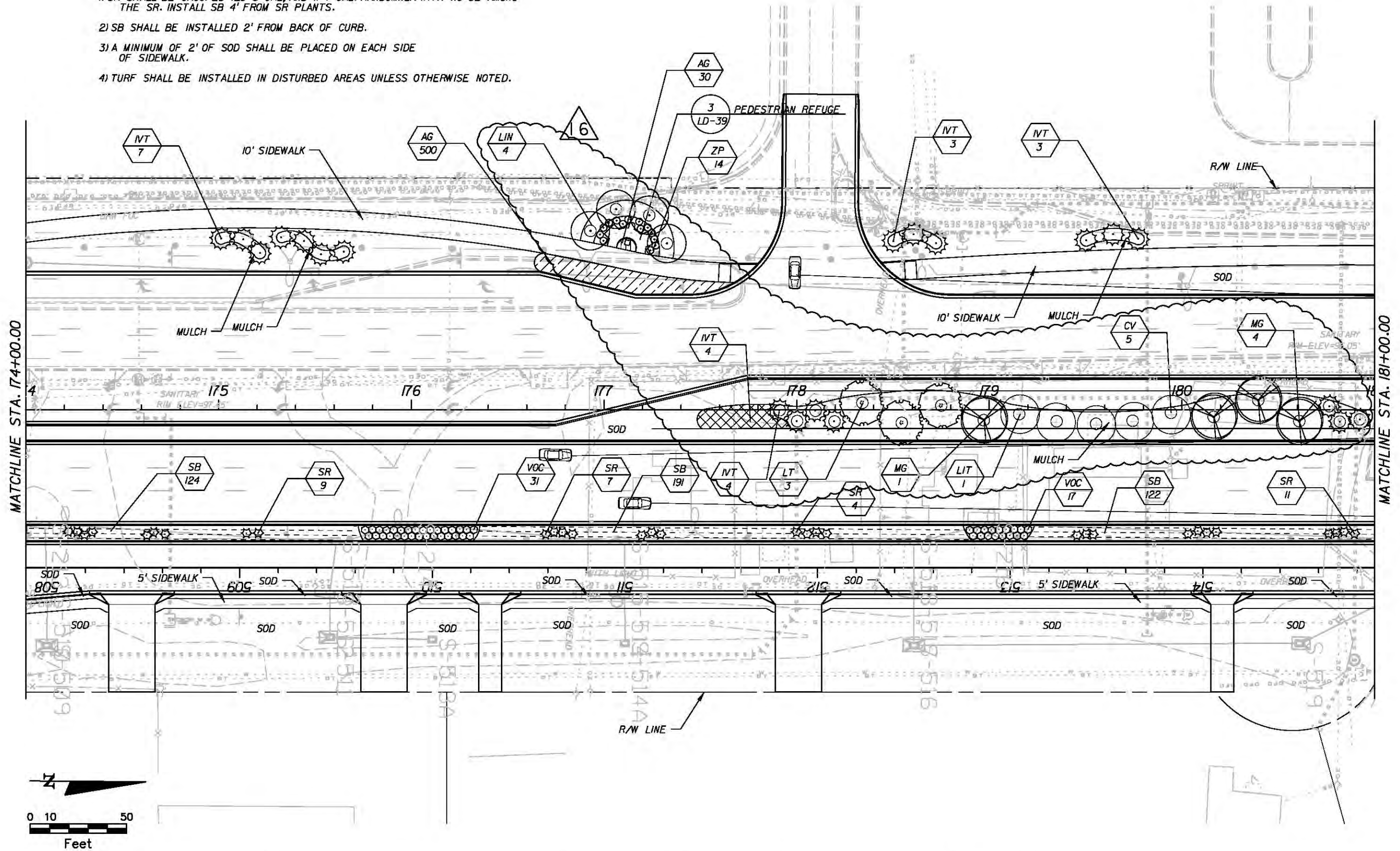
**LANDSCAPE PLAN**  
**CAPITAL CIRCLE NW/SW**  
Posted June 11 2018

SHEET NO.  
**LD-20**



**NOTES:**

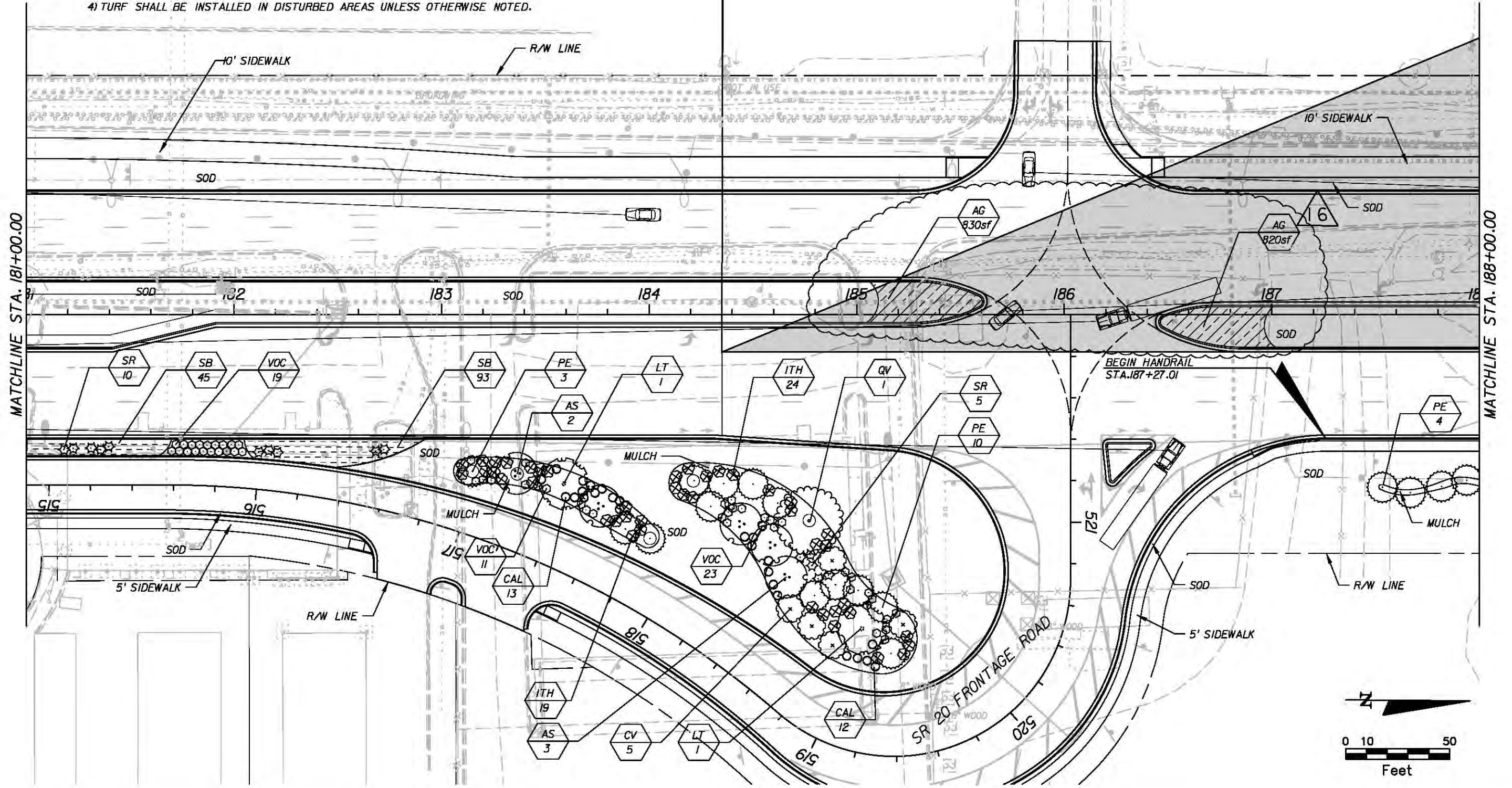
- 1) SR SHALL BE GROUPED (20-3 GAL. AND 11-7 GAL. RANDOMLY) WITH NO SB AMONG THE SR. INSTALL SB 4' FROM SR PLANTS.
- 2) SB SHALL BE INSTALLED 2' FROM BACK OF CURB.
- 3) A MINIMUM OF 2' OF SOD SHALL BE PLACED ON EACH SIDE OF SIDEWALK.
- 4) TURF SHALL BE INSTALLED IN DISTURBED AREAS UNLESS OTHERWISE NOTED.



REVISIONS						ATKINS	BLUEPRINT INTERGOVERNMENTAL AGENCY & BEYOND	ROAD NO. 263	COUNTY LEON	FINANCIAL PROJECT ID 415782-7-58-01 415782-8-58-01	LANDSCAPE PLAN CAPITAL CIRCLE NW/SW	SHEET NO. LD-21
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION							
12-08-14	PF/YC	Revised landscape plant materials, quantities, specifications, and plans to meet FDOT Bold Design Requirements				2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 24 Bruce W. Brodsky, R.L.A. LA0001742					Posted June 11, 2018	

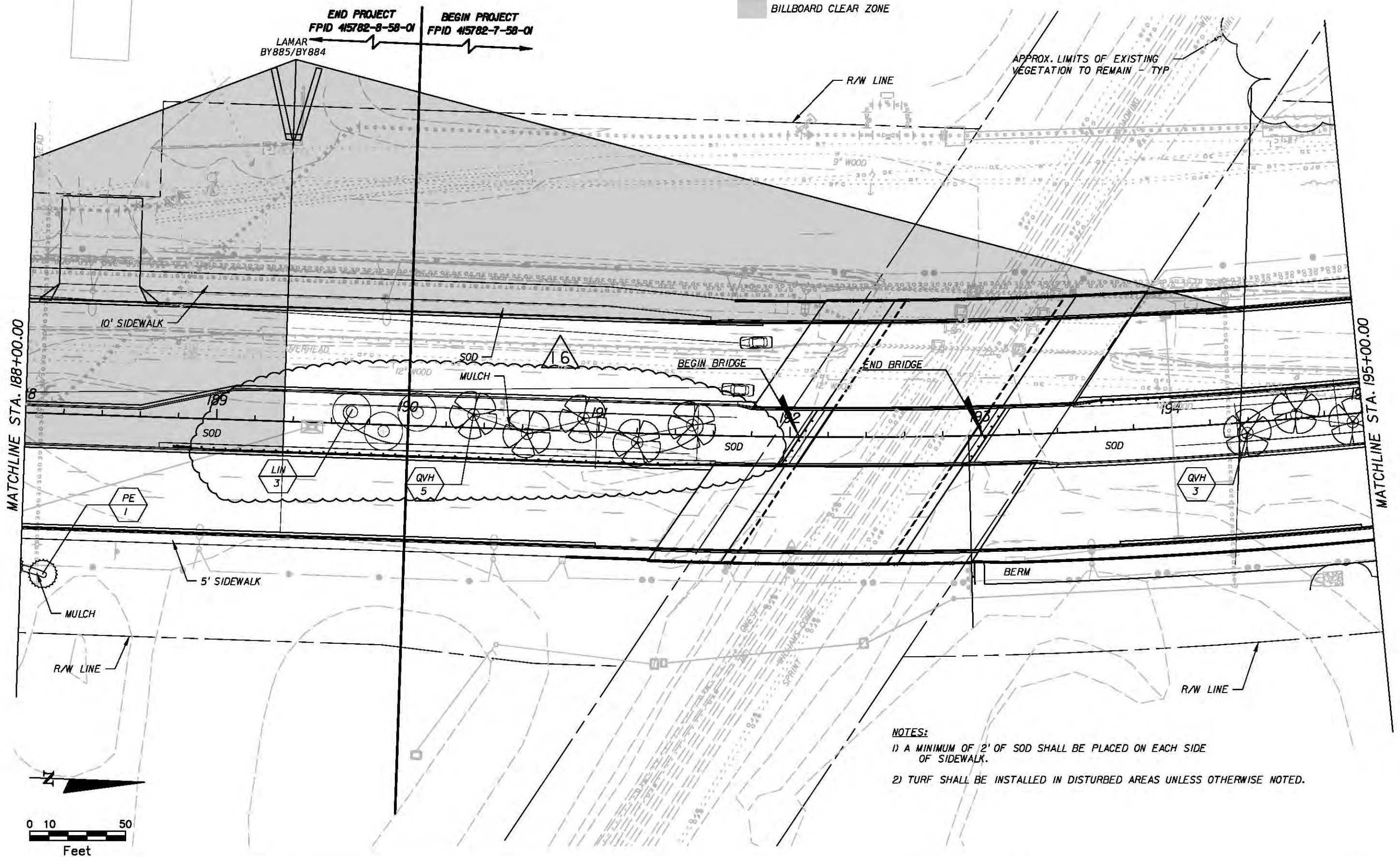
**NOTES:**

- 1) SR SHALL BE GROUPED (8-3 GAL. AND 7-7 GAL. RANDOMLY) WITH NO SB AMONG THE SR. INSTALL SB 4' FROM SR PLANTS.
- 2) SB SHALL BE INSTALLED 2' FROM BACK OF CURB.
- 3) A MINIMUM OF 2' OF SOD SHALL BE PLACED ON EACH SIDE OF SIDEWALK.
- 4) TURF SHALL BE INSTALLED IN DISTURBED AREAS UNLESS OTHERWISE NOTED.



REVISIONS						ATKINS	BLUEPRINT INTERGOVERNMENTAL AGENCY & BEYOND	ROAD NO. 263	COUNTY LEON	FINANCIAL PROJECT ID 415782-7-58-01 415782-8-58-01	LANDSCAPE PLAN CAPITAL CIRCLE NW/SW	SHEET NO. LD-22
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION							
12-08-14	PF/YC	Revised landscape plant materials, quantities, specifications, and plans to meet FDOT Bold Design Requirements				2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 24 of 1369 Bruce W. Brodsky, R.L.A. LA0001742					Posted June 11, 2018	





**NOTES:**

- 1) A MINIMUM OF 2' OF SOD SHALL BE PLACED ON EACH SIDE OF SIDEWALK.
- 2) TURF SHALL BE INSTALLED IN DISTURBED AREAS UNLESS OTHERWISE NOTED.

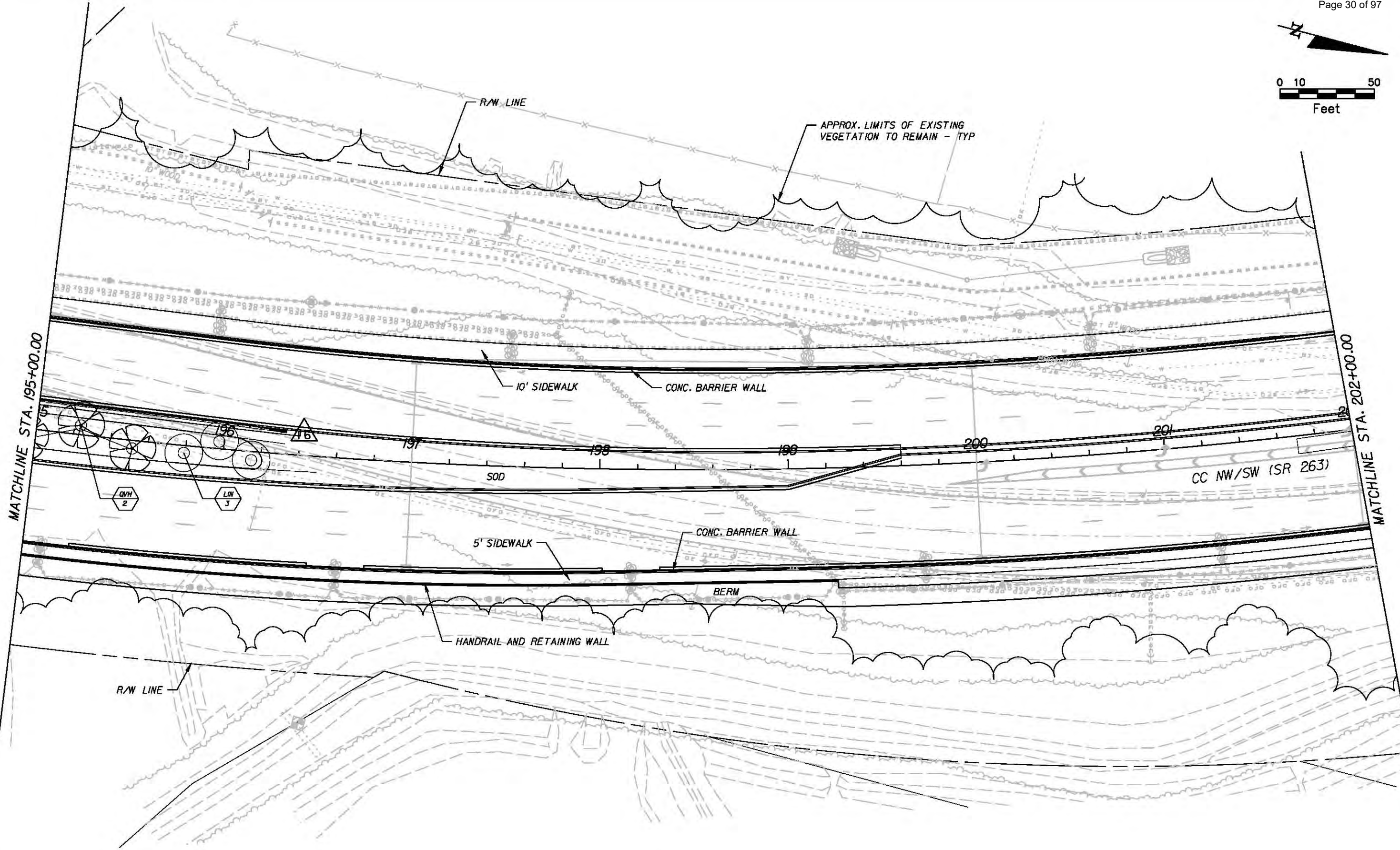
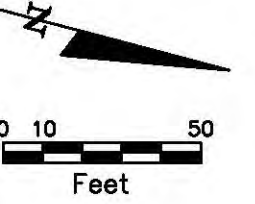
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DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 24 of 1369 Bruce W. Brodsky, R.L.A. LA0001742			ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
12-08-14	PF/YC	Revised landscape plant materials, quantities, specifications, and plans to meet FDOT Bold Design Requirements							263	LEON	415782-7-58-01 415782-8-58-01		

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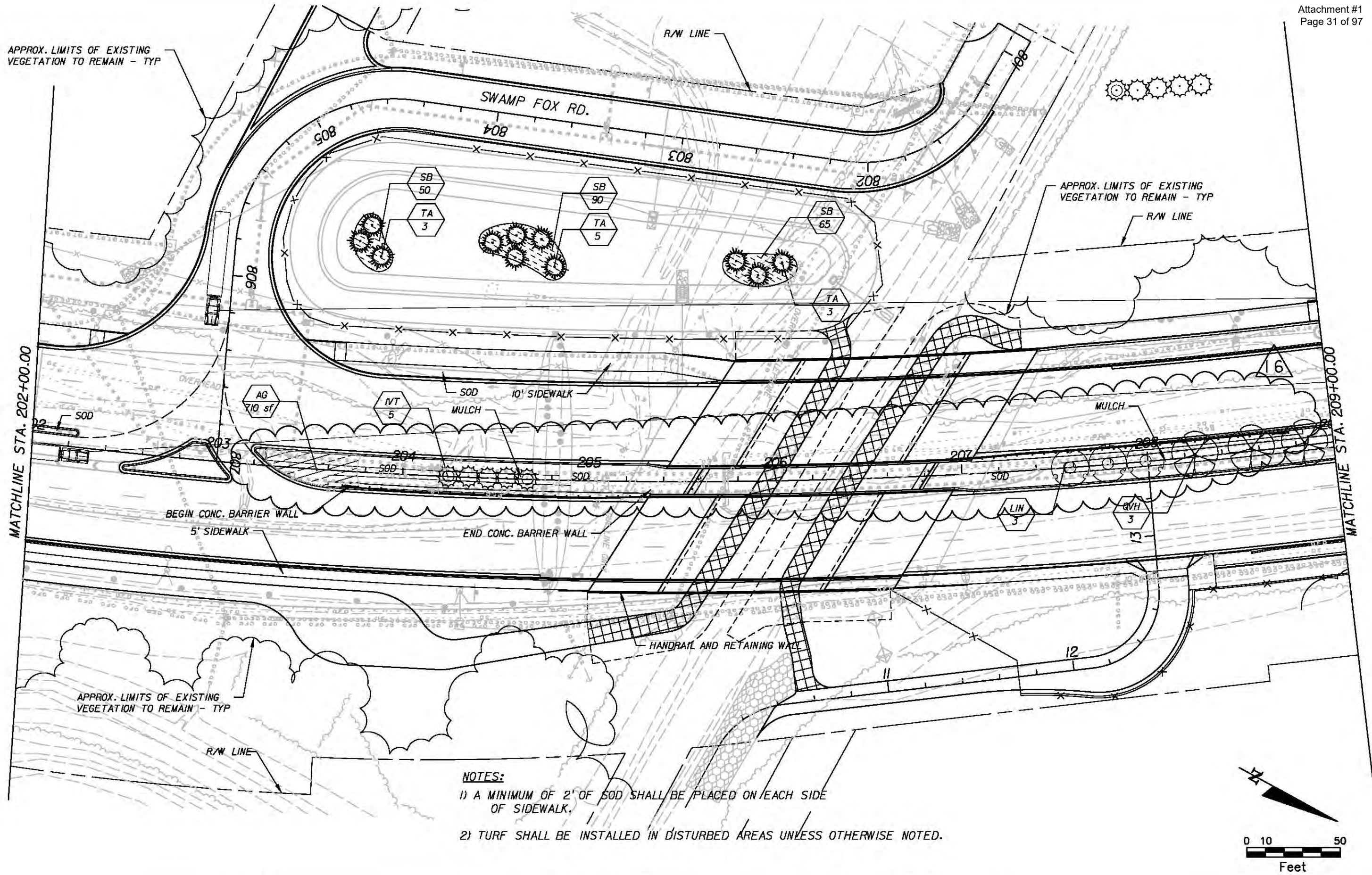
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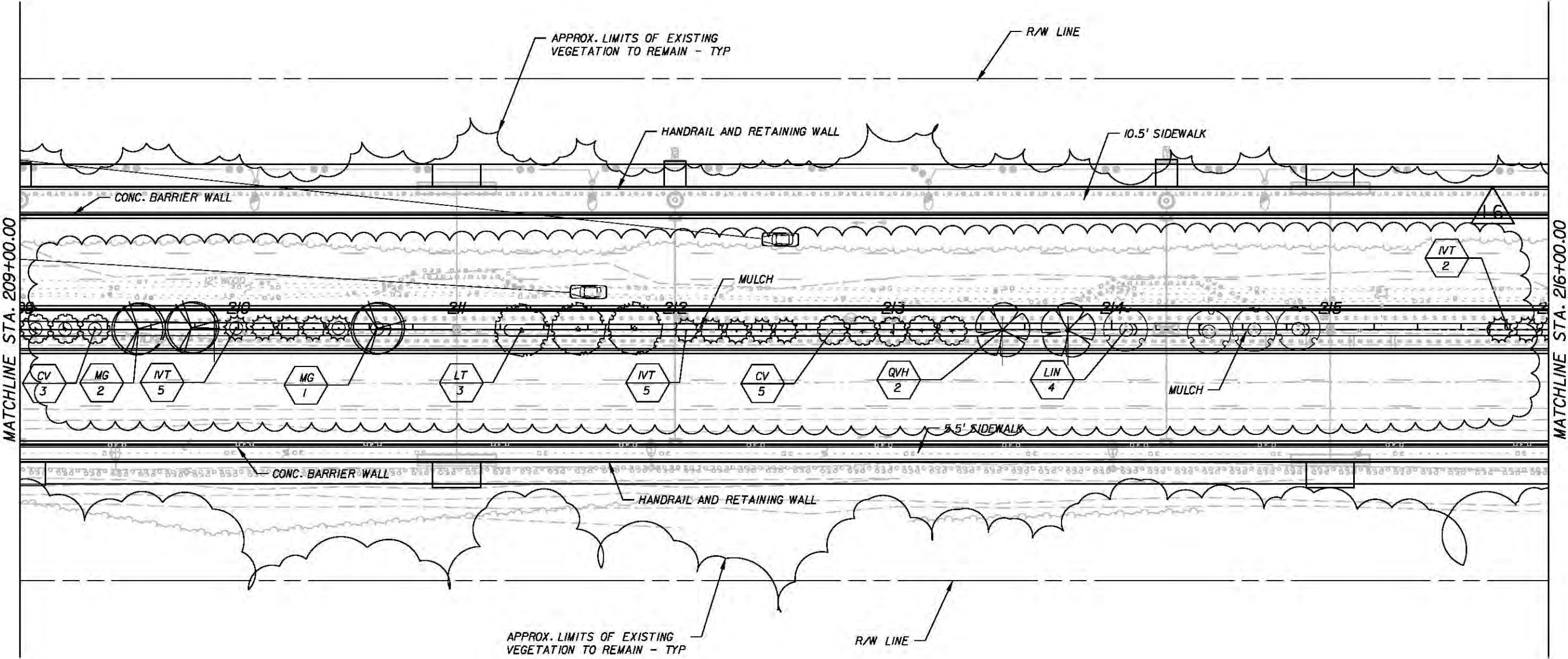
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REVISIONS						<div> <div>ATKINS</div> <div>2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303</div> <div>FBPE Certificate of Authorization No. 24</div> <div>Bruce W. Brodsky, R.L.A. LA000742</div> </div>	<div> <div>CITY OF TALLAHASSEE - LEON COUNTY</div> <div>BLUEPRINT 2000</div> <div>INTERGOVERNMENTAL AGENCY &amp; BEYOND</div> </div>	<div> <div>ROAD NO.</div> <div>263</div> </div>	<div> <div>COUNTY</div> <div>LEON</div> </div>	<div> <div>FINANCIAL PROJECT ID</div> <div>415782-7-58-01</div> <div>415782-8-58-01</div> </div>	<div> <div>LANDSCAPE PLAN</div> <div>CAPITAL CIRCLE NW/SW</div> </div>	<div> <div>SHEET NO.</div> <div>LD-24</div> </div>
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION							



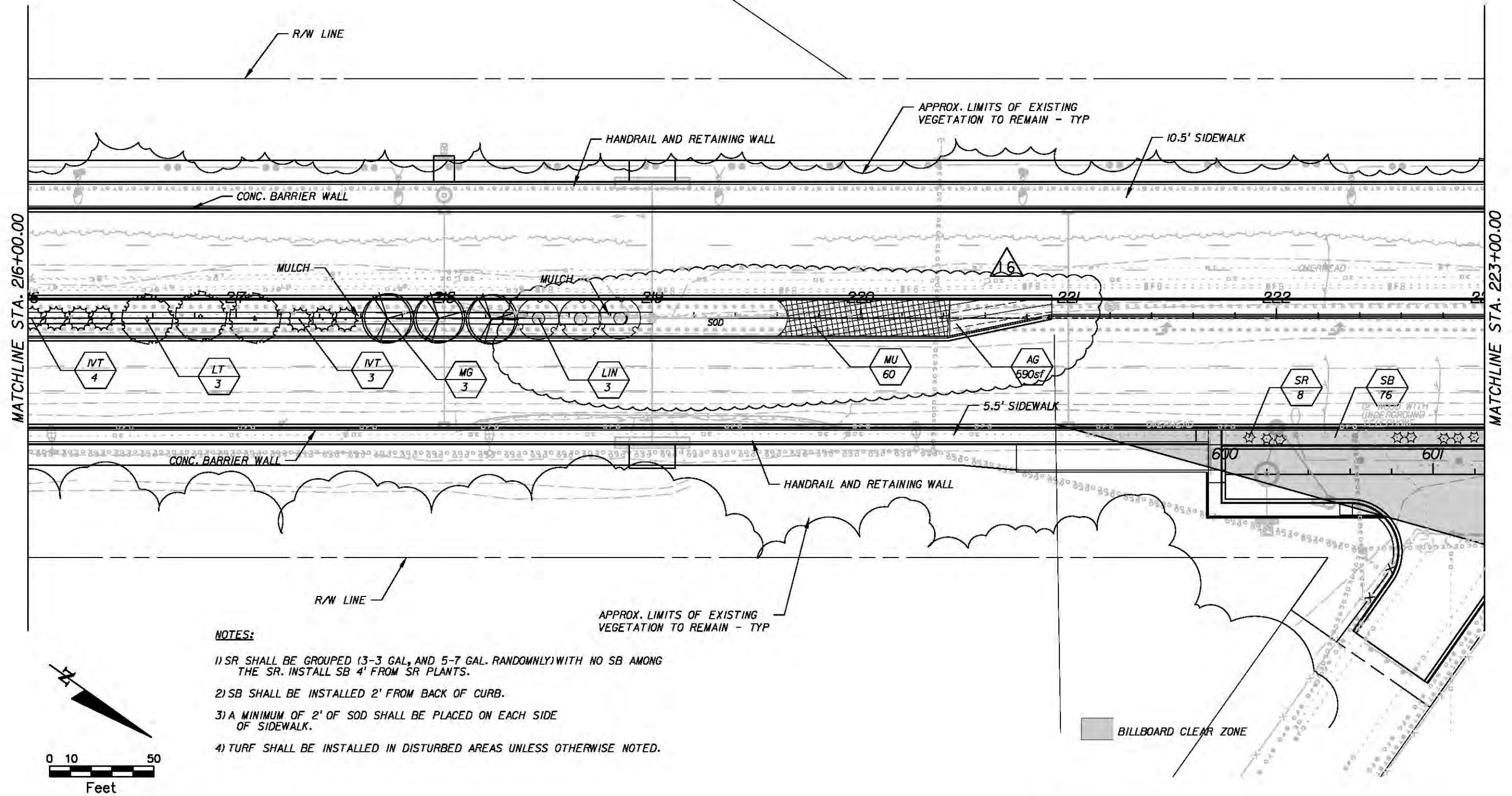




- NOTES:**
- 1) A MINIMUM OF 2' OF SOD SHALL BE PLACED ON EACH SIDE OF SIDEWALK.
  - 2) TURF SHALL BE INSTALLED IN DISTURBED AREAS UNLESS OTHERWISE NOTED.

REVISIONS						ATKINS	BLUEPRINT INTERGOVERNMENTAL AGENCY & BEYOND	LANDSCAPE PLAN CAPITAL CIRCLE NW/SW			SHEET NO. LD-26
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION						
12-08-14	PF/YC	Revised landscape plant materials, quantities, specifications, and plans to meet FDOT Bold Design Requirements				2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 24 of 1369 Bruce W. Brodsky, R.L.A. LA0001742	ROAD NO. 263	COUNTY LEON	FINANCIAL PROJECT ID 415782-7-58-01 415782-8-58-01	Posted June 11, 2018	





REVISIONS						ATKINS	BLUEPRINT INTERGOVERNMENTAL AGENCY & BEYOND	ROAD NO. 263	COUNTY LEON	FINANCIAL PROJECT ID 415782-7-58-01 415782-8-58-01	LANDSCAPE PLAN CAPITAL CIRCLE NW/SW	SHEET NO. LD-27
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION							
12-08-14	PF/YC	Revised landscape plant materials, quantities, specifications, and plans to meet FDOT Bold Design Requirements				2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 24 Bruce W. Brodsky, R.L.A. LA0001742					Posted June 11 2018	

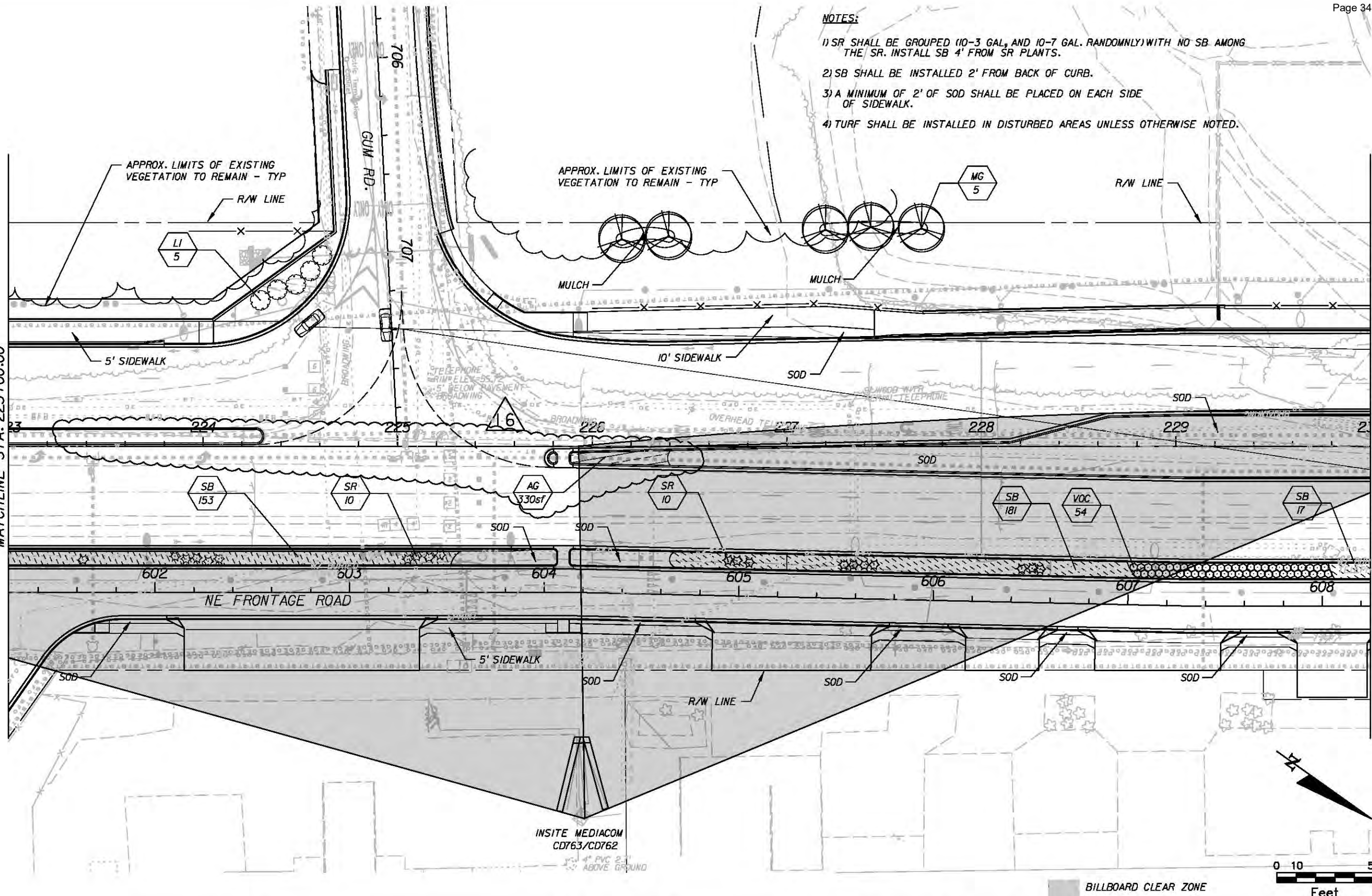


MATCHLINE STA. 223+00.00

MATCHLINE STA. 230+00.00

**NOTES:**

- 1) SR SHALL BE GROUPED (10-3 GAL. AND 10-7 GAL. RANDOMLY) WITH NO SB AMONG THE SR. INSTALL SB 4' FROM SR PLANTS.
- 2) SB SHALL BE INSTALLED 2' FROM BACK OF CURB.
- 3) A MINIMUM OF 2' OF SOD SHALL BE PLACED ON EACH SIDE OF SIDEWALK.
- 4) TURF SHALL BE INSTALLED IN DISTURBED AREAS UNLESS OTHERWISE NOTED.



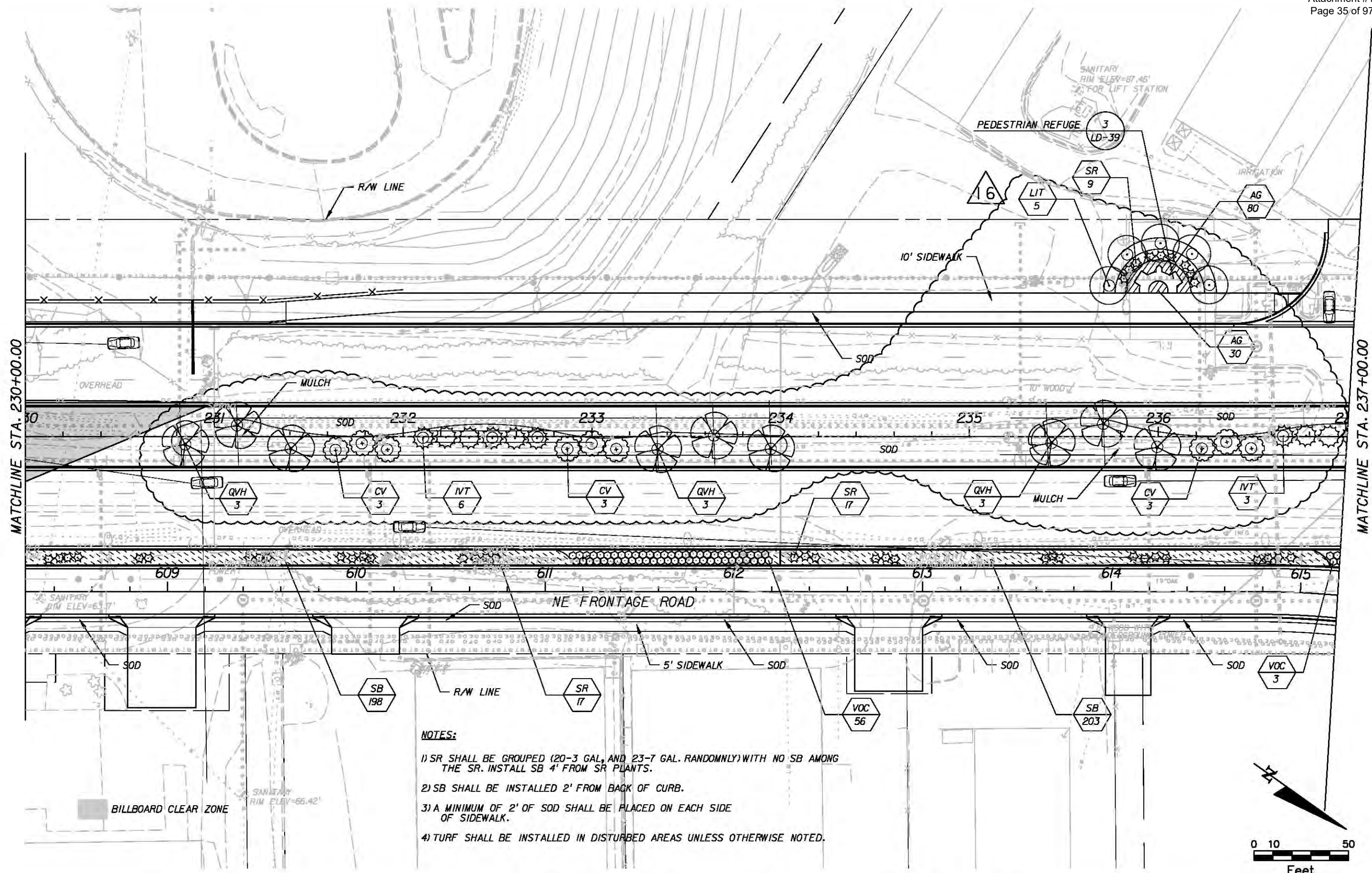
REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
12-08-14	PF/YC	Revised landscape plant materials, quantities, specifications, and plans to meet FDOT Bold Design Requirements			

**ATKINS**  
2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24 of 1369  
Bruce W. Brodsky, R.L.A. LA0001742

**BLUEPRINT 2000**  
INTERGOVERNMENTAL AGENCY & BEYOND  
ROAD NO. 263  
COUNTY LEON  
FINANCIAL PROJECT ID 415782-7-58-01  
415782-8-58-01

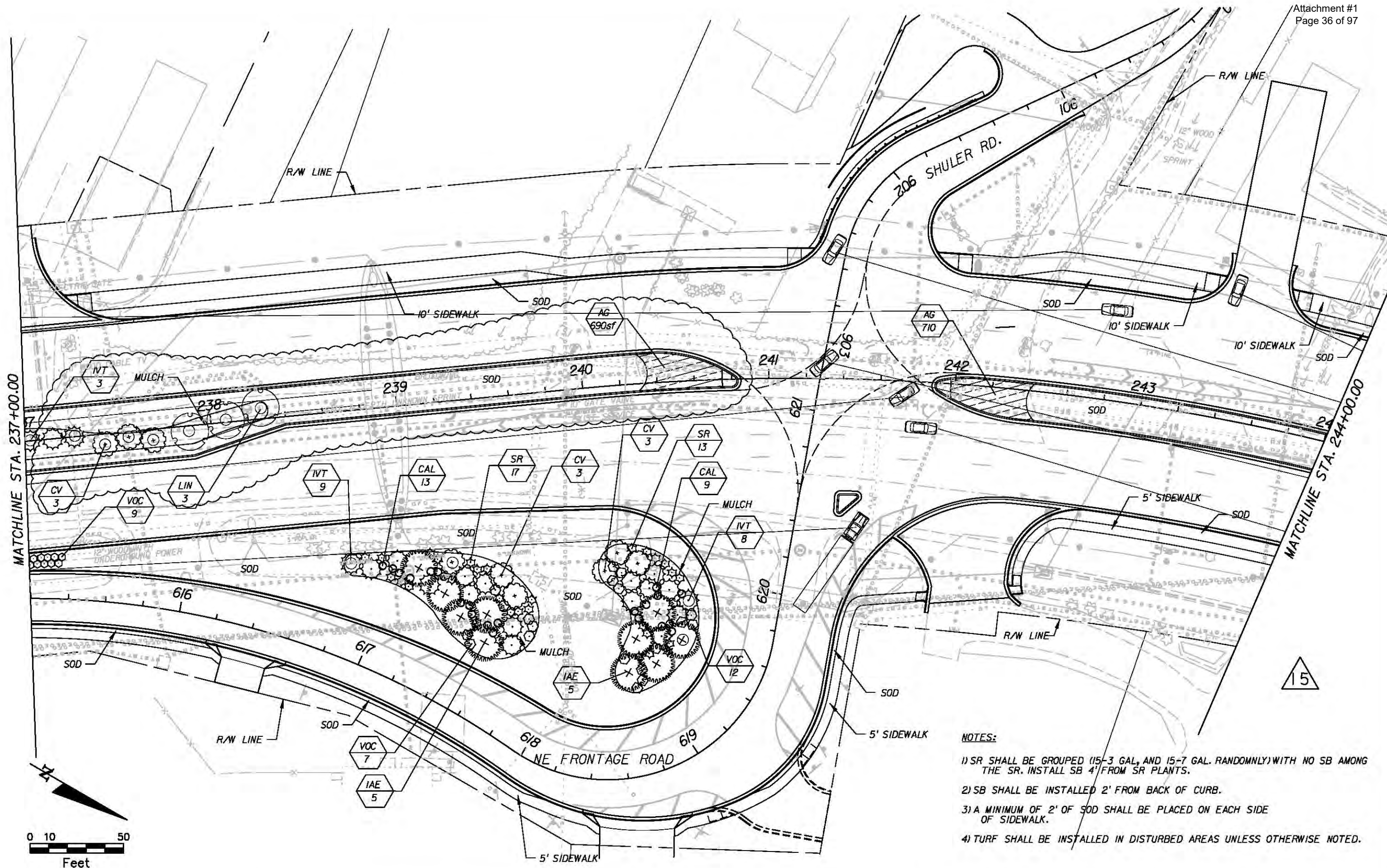
**LANDSCAPE PLAN**  
**CAPITAL CIRCLE NW/SW**  
Posted June 11 2018

**SHEET NO.**  
**LD-28**



REVISIONS						ATKINS	BLUEPRINT INTERGOVERNMENTAL AGENCY & BEYOND	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	LANDSCAPE PLAN CAPITAL CIRCLE NW/SW	SHEET NO. LD-29
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION							
12-08-14	PF/YC	Revised landscape plant materials, quantities, specifications, and plans to meet FDOT Bold Design Requirements				2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 24 of 1369 Bruce W. Brodsky, R.L.A. LA0001742		263	LEON	415782-7-58-01 415782-8-58-01	Posted June 11 2018	





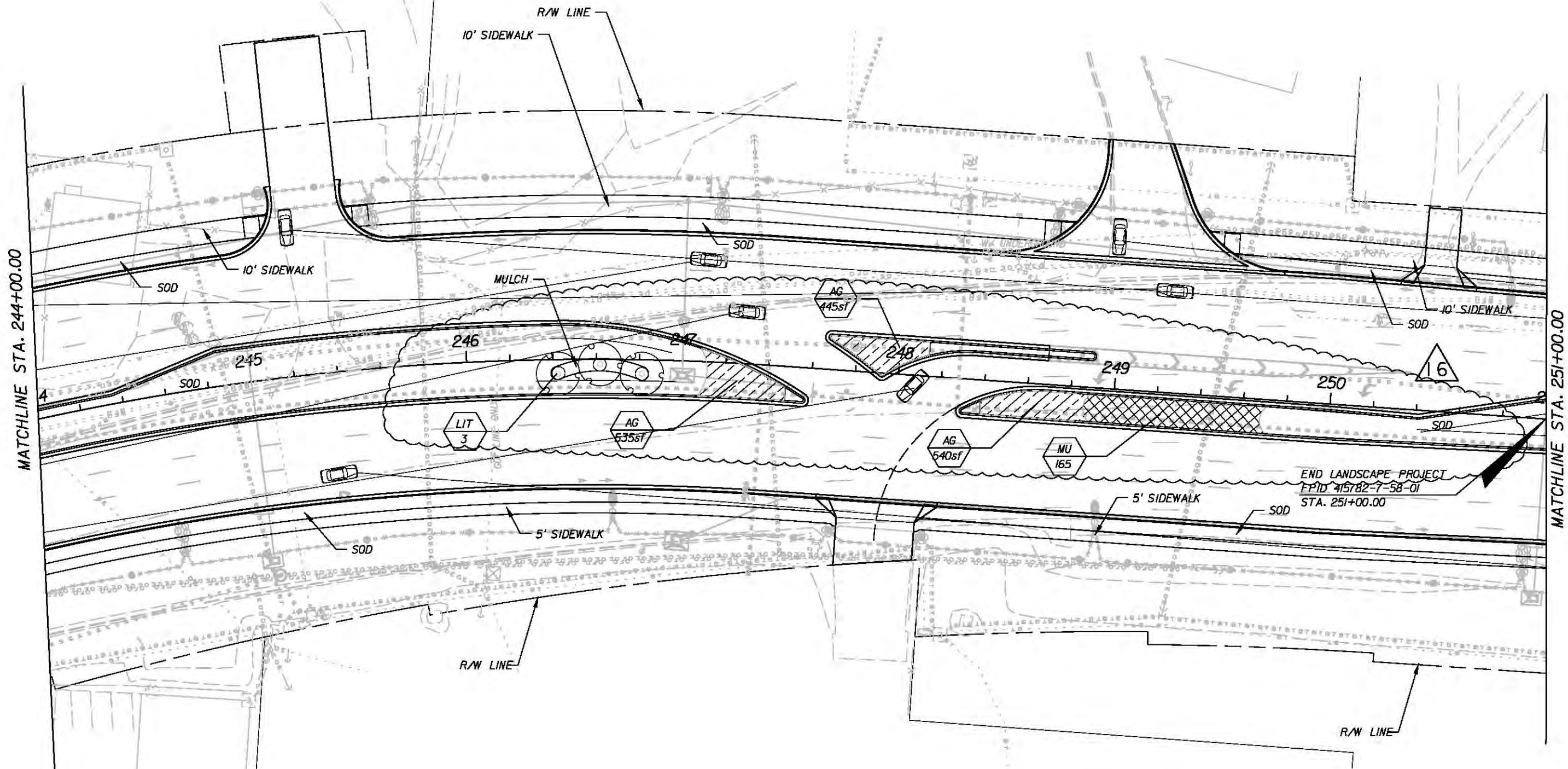
- NOTES:**
- 1) SR SHALL BE GROUPED (15-3 GAL. AND 15-7 GAL. RANDOMLY) WITH NO SB AMONG THE SR. INSTALL SB 4' FROM SR PLANTS.
  - 2) SB SHALL BE INSTALLED 2' FROM BACK OF CURB.
  - 3) A MINIMUM OF 2' OF SOD SHALL BE PLACED ON EACH SIDE OF SIDEWALK.
  - 4) TURF SHALL BE INSTALLED IN DISTURBED AREAS UNLESS OTHERWISE NOTED.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
12-08-14	PF/YC	Revised landscape plant materials, quantities, specifications, and plans to meet FDOT Bold Design Requirements			

**ATKINS**  
2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24 of 1369  
Bruce W. Brodsky, R.L.A. LA0001742

CITY OF TALLAHASSEE - LEON COUNTY		
BLUEPRINT 2000		
INTERGOVERNMENTAL AGENCY & BEYOND		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

**LANDSCAPE PLAN**  
**CAPITAL CIRCLE NW/SW**  
SHEET NO. **LD-30**  
Posted June 11, 2018



**NOTES:**

- 1) A MINIMUM OF 2' OF SOD SHALL BE PLACED ON EACH SIDE OF SIDEWALK.
- 2) TURF SHALL BE INSTALLED IN DISTURBED AREAS UNLESS OTHERWISE NOTED.

REVISIONS						ATKINS	BLUEPRINT INTERGOVERNMENTAL AGENCY & BEYOND	LANDSCAPE PLAN CAPITAL CIRCLE NW/SW		SHEET NO. LD-31
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION					
12-08-14	PF/YC	Revised landscape plant materials, quantities, specifications, and plans to meet FDOT Bold Design Requirements				2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 24 Bruce W. Brodsky, R.L.A. LA0001742	ROAD NO. 263	COUNTY LEON	FINANCIAL PROJECT ID 415782-7-58-01 415782-8-58-01	Posted June 11 2018



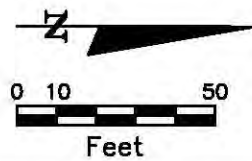
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END CONSTRUCTION  
STA. 255+72.76

POT Sta. 257+00.00

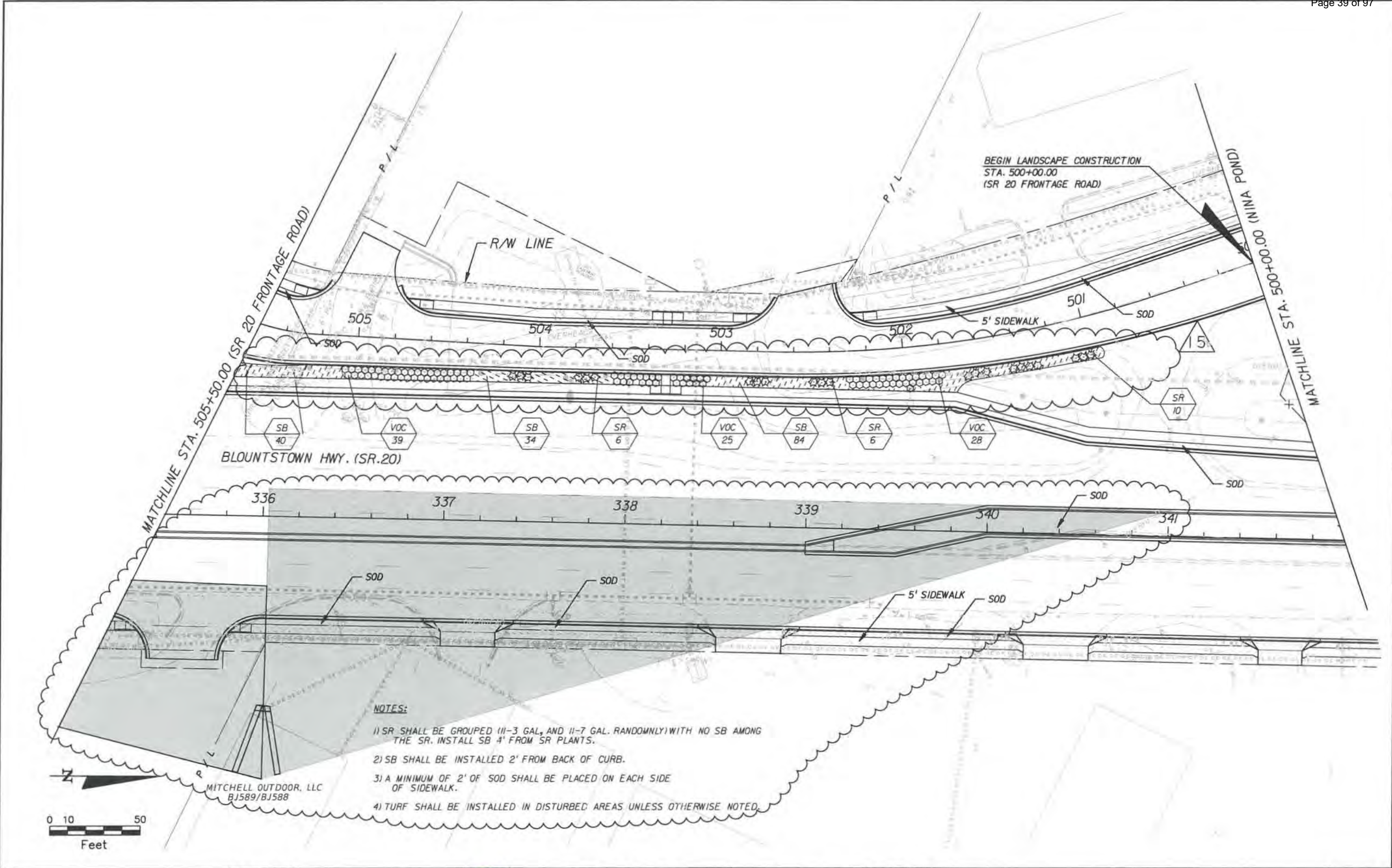
STA. 257+00.00  
STA. 193+82.22

NO LANDSCAPE THIS SHEET



REVISIONS						<div> <div>ATKINS</div> <div>2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303</div> <div>FBPE Certificate of Authorization No. 24</div> <div>Bruce W. Brodsky, R.L.A. LA000742</div> </div>	<div> <div>CITY OF TALLAHASSEE - LEON COUNTY</div> <div>BLUEPRINT 2000</div> <div>INTERGOVERNMENTAL AGENCY &amp; BEYOND</div> </div>	<div> <div>ROAD NO.</div> <div>263</div> </div>	<div> <div>COUNTY</div> <div>LEON</div> </div>	<div> <div>FINANCIAL PROJECT ID</div> <div>415782-7-58-01</div> <div>415782-8-58-01</div> </div>	<div> <div>LANDSCAPE PLAN</div> <div>CAPITAL CIRCLE NW/SW</div> </div>	<div> <div>SHEET NO.</div> <div>LD-32</div> </div>
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION							





REVISIONS				DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION					
10-31-14	PF/YC	Revised landscape plant materials, quantities, specifications, and plans to meet FDOT Bold Design Requirements.								

**ATKINS**  
2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24  
Bruce W. Brodsky, R.L.A. LA0001742

**BLUEPRINT**  
INTERGOVERNMENTAL AGENCY  
2000  
& BEYOND  
ROAD NO. 263  
COUNTY LEON  
FINANCIAL PROJECT ID  
415782-7-58-01  
415782-8-58-01

**LANDSCAPE PLAN**  
**SR 20 / FRONTAGE RD**  
Posted June 11, 2013

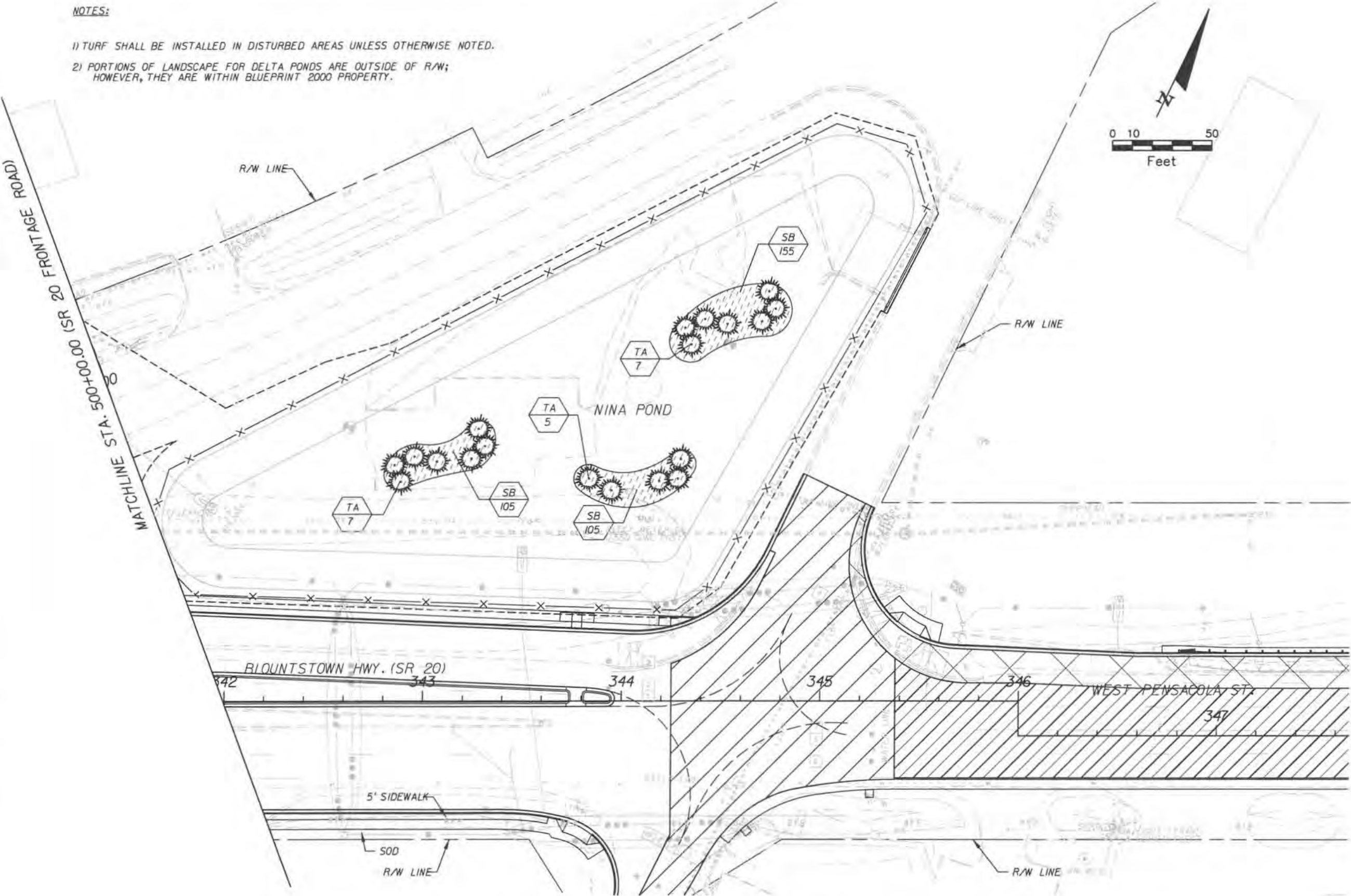
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NOTES:

- 1) TURF SHALL BE INSTALLED IN DISTURBED AREAS UNLESS OTHERWISE NOTED.  
2) PORTIONS OF LANDSCAPE FOR DELTA PONDS ARE OUTSIDE OF R/W;  
HOWEVER, THEY ARE WITHIN BLUEPRINT 2000 PROPERTY.



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

**ATKINS**  
2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 122914  
Bruce W. Brodsky, R.L.A. LA0001742

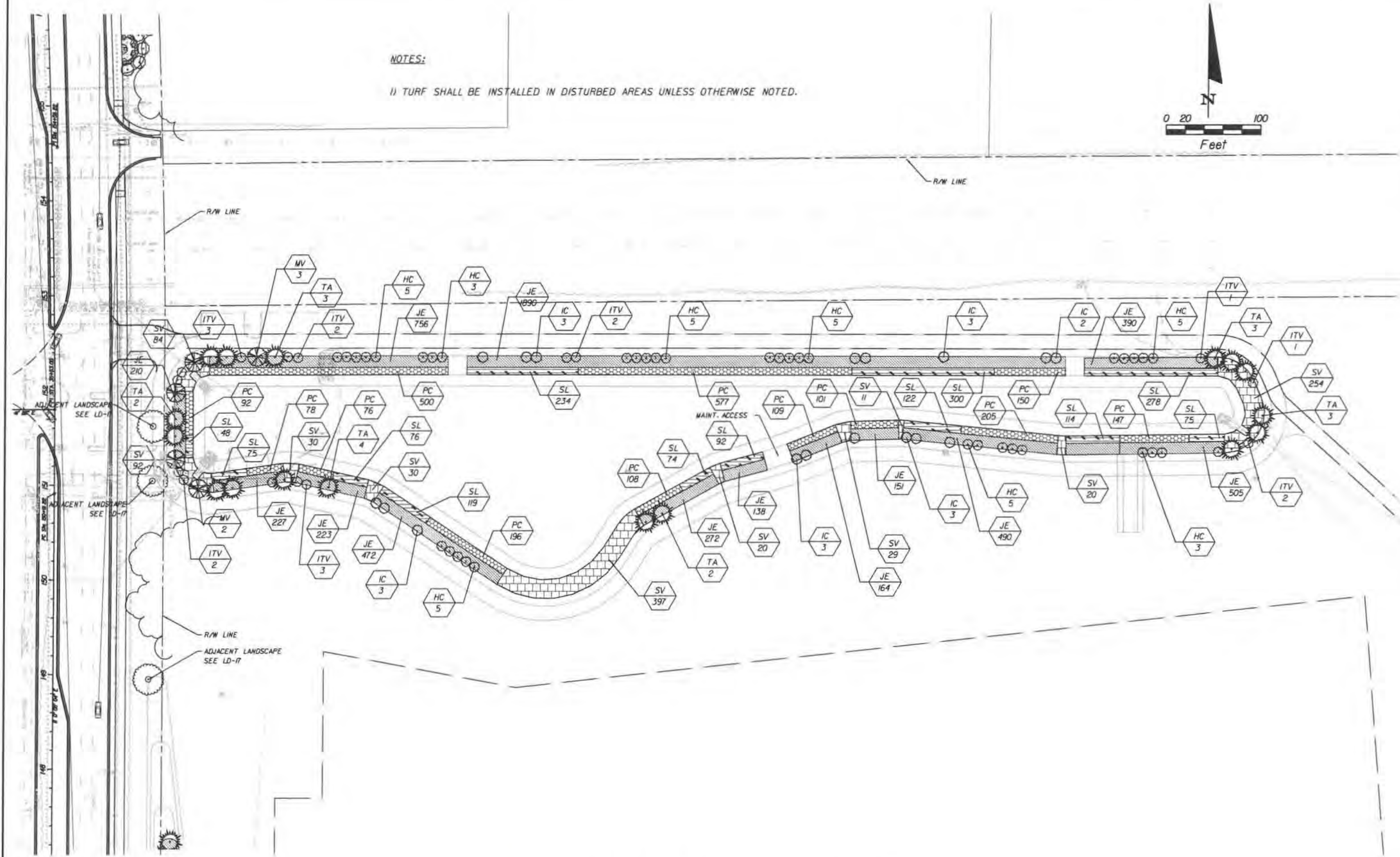
**BLUEPRINT 2000**  
INTERGOVERNMENTAL AGENCY  
CITY OF TALLAHASSEE - LEON COUNTY

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

**LANDSCAPE PLAN**  
**SR 20 / NINA POND**

SHEET NO. 122914  
Posted June 11, 2018





REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

**ATKINS**  
2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24  
Bruce W. Brodsky, R.L.A. LA0001742

**BLUEPRINT 2000**  
INTERGOVERNMENTAL AGENCY  
DITY OF TALLAHASSEE - LEON COUNTY

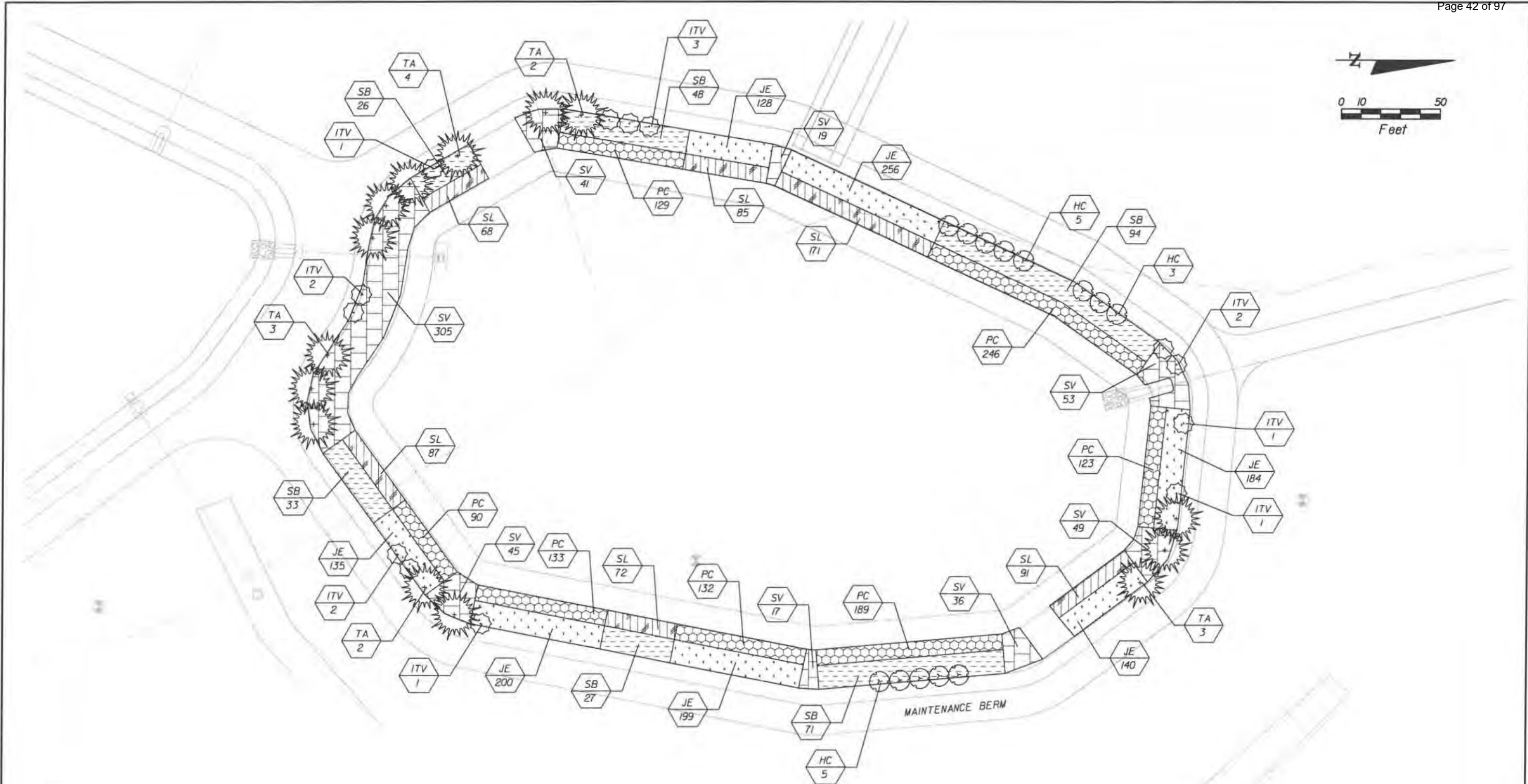
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

**PLAN SHEET**  
**DELTA 1 POND**

SHEET NO.

Posted June 11, 2016





NOTES:

- 1) A MINIMUM OF 2' OF SOD SHALL BE PLACED ON EACH SIDE OF SIDEWALK.
- 2) TURF SHALL BE INSTALLED IN DISTURBED AREAS UNLESS OTHERWISE NOTED.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

**ATKINS**

2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24  
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CITY OF TALLAHASSEE - LEON COUNTY  
**BLUEPRINT**  
INTERGOVERNMENTAL AGENCY 2000

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

PLAN SHEET  
DELTA 4 POND

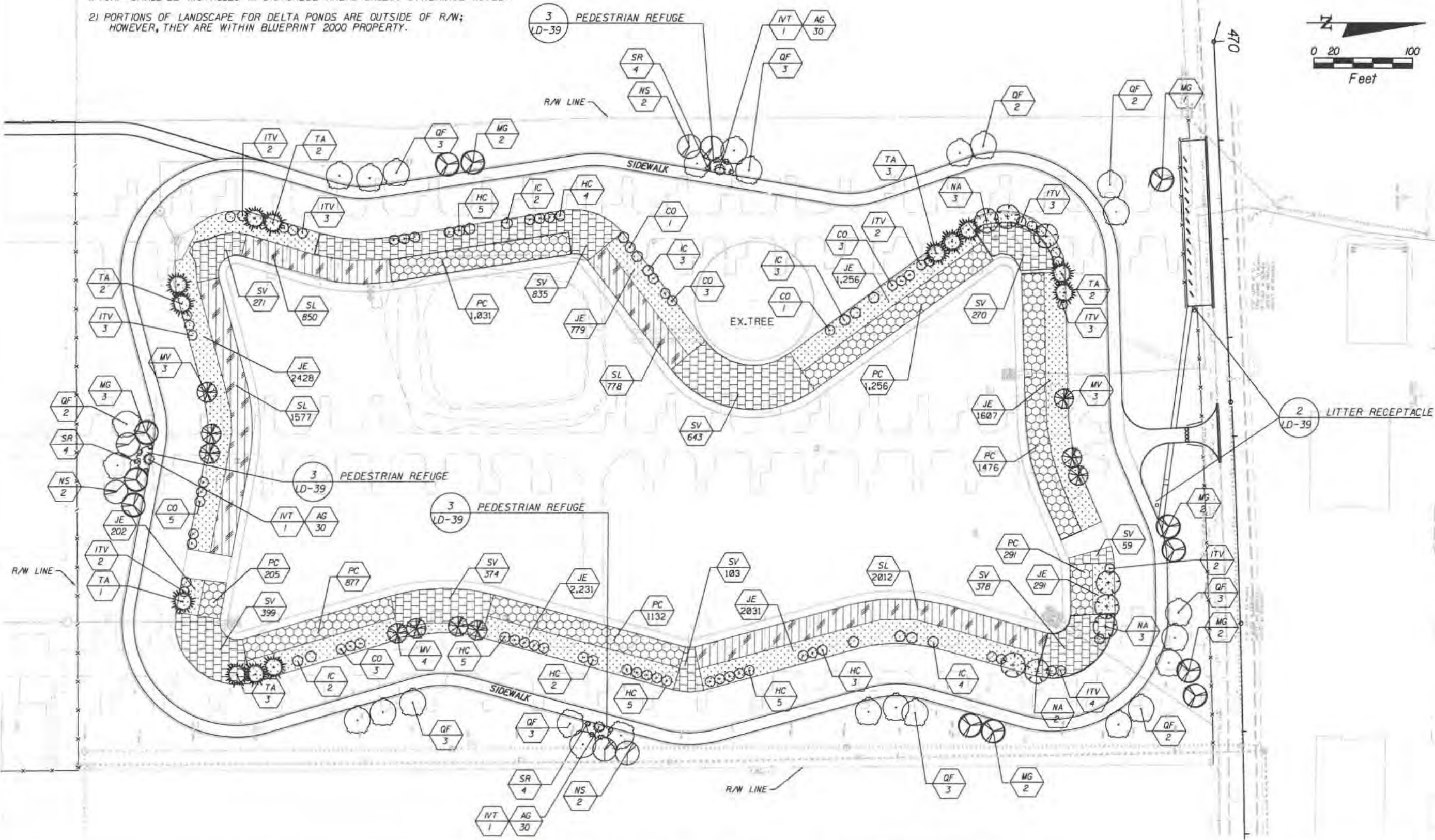
SHEET  
NO.

Posted June 11, 2018



NOTES:

- 1) TURF SHALL BE INSTALLED IN DISTURBED AREAS UNLESS OTHERWISE NOTED.  
2) PORTIONS OF LANDSCAPE FOR DELTA PONDS ARE OUTSIDE OF R/W; HOWEVER, THEY ARE WITHIN BLUEPRINT 2000 PROPERTY.



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

**ATKINS**  
2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24  
Bruce W. Brodsky, R.L.A. LA0001742

BLUEPRINT 2000 & BEYOND		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

**PLAN SHEET  
BROADMOOR POND**

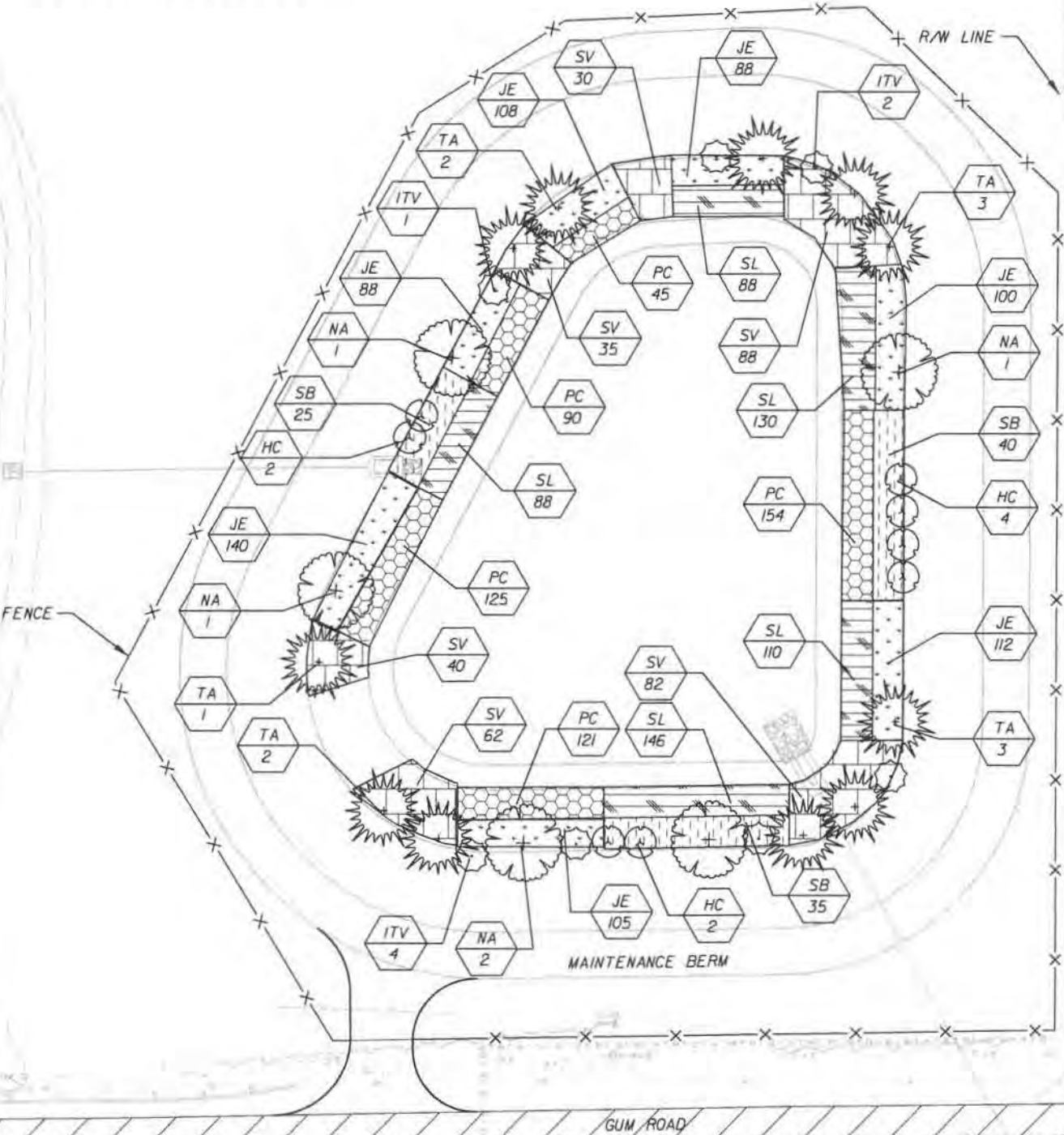
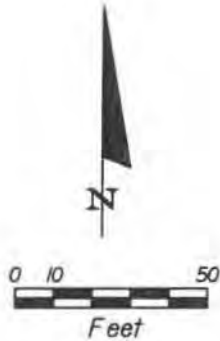
SHEET NO.

Posted June 11, 2018



NOTES:

- 1) A MINIMUM OF 2' OF SOD SHALL BE PLACED ON EACH SIDE OF SIDEWALK.  
2) TURF SHALL BE INSTALLED IN DISTURBED AREAS UNLESS OTHERWISE NOTED.



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

**ATKINS**  
2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 22  
Bruce W. Brodsky, R.L.A. LA0001742

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**BLUEPRINT 2000**  
INTERGOVERNMENTAL AGENCY

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

**PLAN SHEET**  
**GUM POND**

Posted June 11, 2018

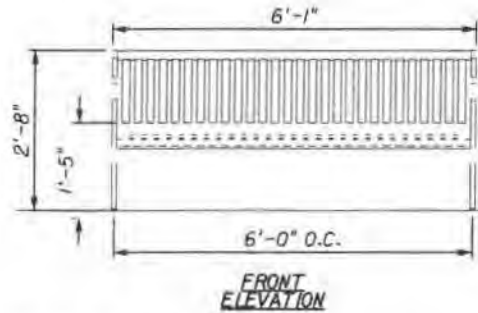
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12018



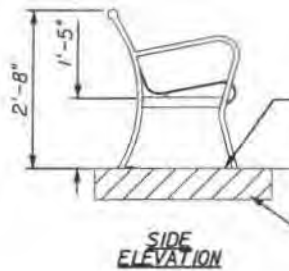
- NOTE:
1. BENCH SHALL BE KEYSTONE RIDGE, MODEL P-26 (OR APPROVED EQUAL). COLOR: BLACK.
  2. INSTALL PER MAN. SPECIFICATIONS USING TAMPER PROOF STAINLESS STEEL HARDWARE.



AXONOMETRIC



FRONT ELEVATION



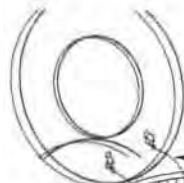
SIDE ELEVATION

SECURE BENCH PER MAN. SPECIFICATIONS.

4" THICK CONC. PAD. MATCH REFUGE SIDEWALK FINISH

1 6' BENCH

N.T.S.

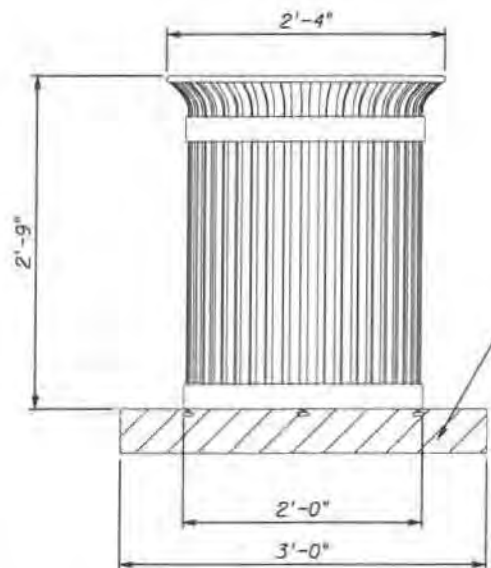


S.S. SECURITY CABLES



32 GAL. HIGH DENSITY PLASTIC LINER

SECURE W/ S.S. HARDWARE PER MAN. SPECIFICATIONS



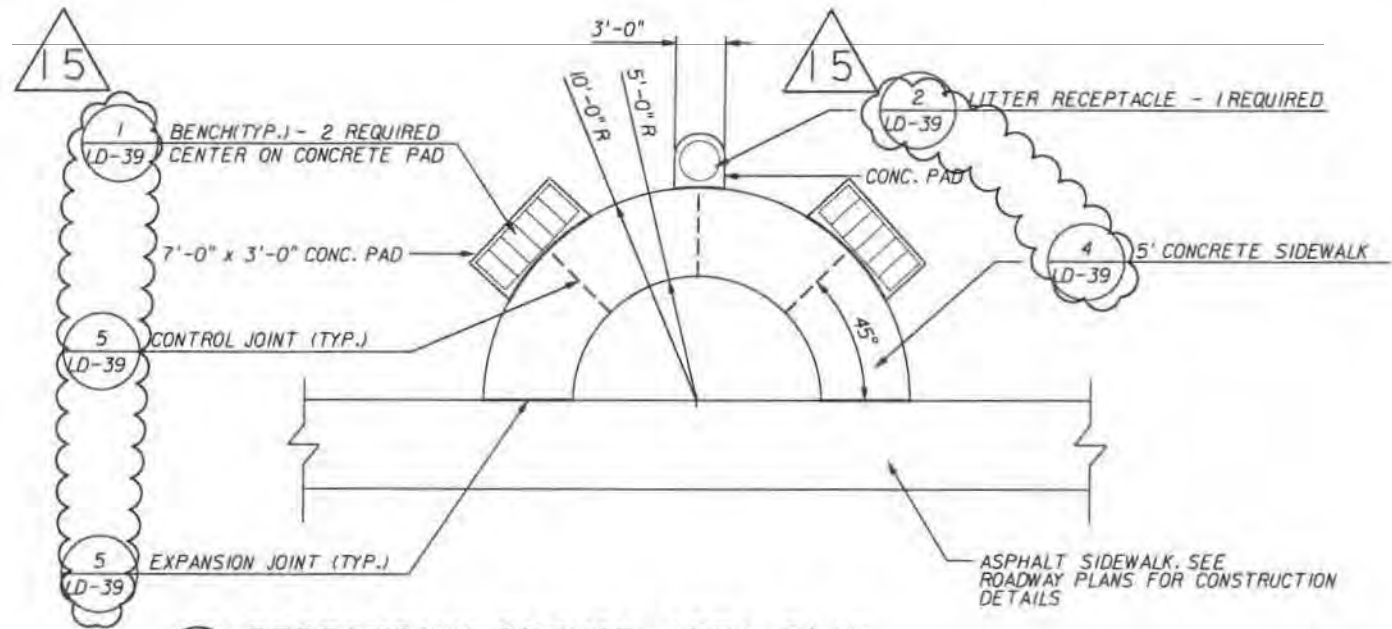
4" THICK CONC. PAD. MATCH REFUGE SIDEWALK FINISH

NOTE:

1. LITTER RECEPTACLE SHALL BE KEYSTONE RIDGE, MODEL MT3D-32E WITH DOME LID AND ELEVATED SUPPORT OPTION (OR APPROVED EQUAL). COLOR: BLACK.
2. INSTALL PER MAN. SPECIFICATIONS USING TAMPER PROOF STAINLESS STEEL HARDWARE.

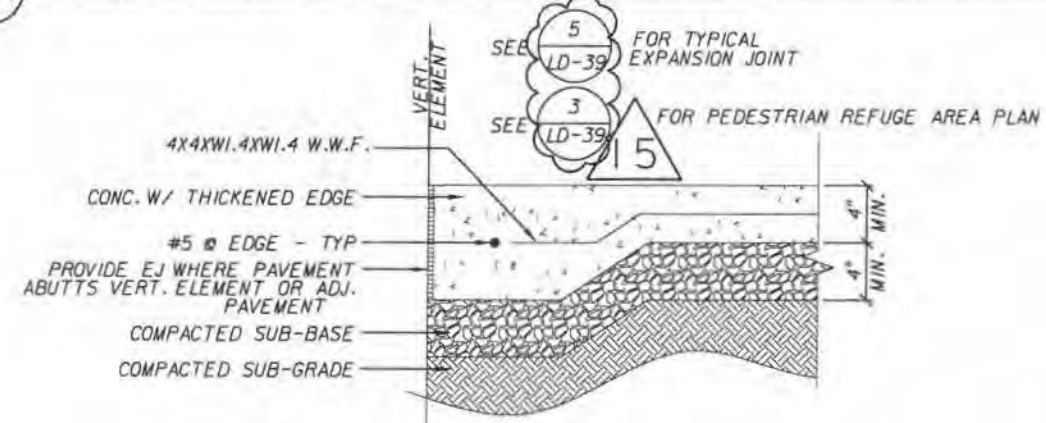
2 LITTER RECEPTACLE

N.T.S.



3 PEDESTRIAN REFUGE AREA PLAN

N.T.S.

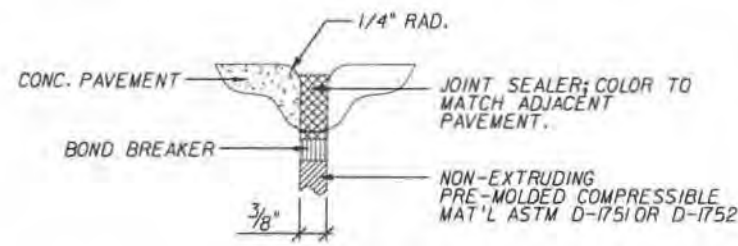


NOTES:

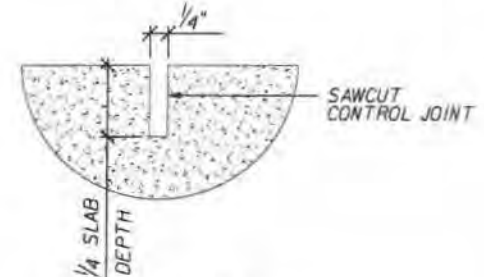
1. PROVIDE EXPANSION & CONTROL JOINTS AT LOCATIONS SHOWN ON PLANS.

4 4" CONCRETE SIDEWALK @ PEDESTRIAN REFUGE

N.T.S.



EXPANSION JOINT



CONTROL JOINT

5 PAVEMENT JOINTS

N.T.S.

REVISIONS							
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		
12-08-14	PF/JYC	Revised landscape plant materials, quantities, specifications, and plans to meet FDOT Bold Design Requirements					

**ATKINS**  
2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24  
Bruce W. Brodsky, R.L.A. LA0001742

**BLUEPRINT 2000**  
INTERGOVERNMENTAL AGENCY  
ROAD NO. 263  
COUNTY LEON  
FINANCIAL PROJECT ID 415782-7-58-01  
415782-8-58-01

**HARDSCAPE DETAILS**  
**CAPITAL CIRCLE NW/SW**  
Posted June 11, 2018

SHEET NO. 12-28



MAINTENANCE PLAN

The items listed in this recommended maintenance plan are to be performed by the Maintaining Agency beginning at the end of the Establishment Period.

1. **Mowing:**  
Mowing Height -- 3" (for centipede); mowing frequency -- 2 times per month  
The first mowing should occur when appropriate for the climatic conditions.  
The last mowing should occur in November.  
Because mowing is an expensive, high energy effort, the goal should be towards mowing the least number of times possible to maintain a uniform appearance.  
Grass should be mowed before it reaches 5". Before mowing operations begin, all visible trash should be removed.
- Weeding/Edging:**  
Weeding - All planting areas shall remain weed free during the establishment period.  
Edging - Mechanically edge all planting beds, sidewalks and curbs that are adjacent to turf areas at every mowing cycle.
2. Selectively remove/herbicide invasive exotic species in areas every three months at a minimum.
3. Provide plant material insect and disease control inspections quarterly and treatments, if needed, quarterly.
4. **Pruning:**  
Trees within the right-of-way must be trimmed to discourage encroachment over roadways, shoulders and clear zones to provide 14½' vertical clearance.  
See the FDOT Maintenance Rating Program Handbook. Caution should be exercised during pruning to ensure that branches or trimming do not endanger traffic or cause damage to property. When storm damage occurs, all felled trees and broken branches that create a potential safety hazard must be removed immediately. Trimming and pruning must be done by employees skilled in this type of work.
5. **Mulch:**  
Pine bark mulch is to be maintained with a minimum depth of 3 inches in all mass shrub/grass planting beds and around all trees in turf areas, with the only exception being that mulch shall not be used in the expected wetted area of stormwater ponds. Replace twice a year in January and June.
6. **Irrigation:** Maintain proper function of all irrigation equipment according to manufacturer's recommendation.
7. **Special Care Requirements:**  
A certified arborist shall evaluate and properly prune the existing trees as necessary. These trees are a valuable resource that must be maintained. Ensure that all hardscape elements receive inspection, repair and cleaning. Clean all hardscape items annually at a minimum or, as necessary to avoid unsightly elements. Repairs shall be made as necessary to maintain the character of the corridor.
8. **Litter Pick-Up:**  
Remove all litter monthly and before each mowing.
9. **Work Zone Control Plan:**  
Approved traffic control measures shall be utilized during all maintenance activities. Certified M.O.T. personnel must be available per FDOT requirement. See roadway plans for areas of turf and seeding that shall be maintained/mowed regularly.

REVISIONS						SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	
12-08-14	PF/JC	Revised landscape plant materials, quantities, specifications, and plans to meet FDOT Bold Design Requirements				12-09

**ATKINS**  
2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24  
Bruce W. Brodsky, R.L.A. LA0001742

CITY OF TALLAHASSEE - LEON COUNTY

**BLUEPRINT**  
INTERGOVERNMENTAL AGENCY

2000  
& BEYOND

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

**MAINTENANCE PLAN**  
**CAPITAL CIRCLE NW/SW**

Posted June 11, 2018

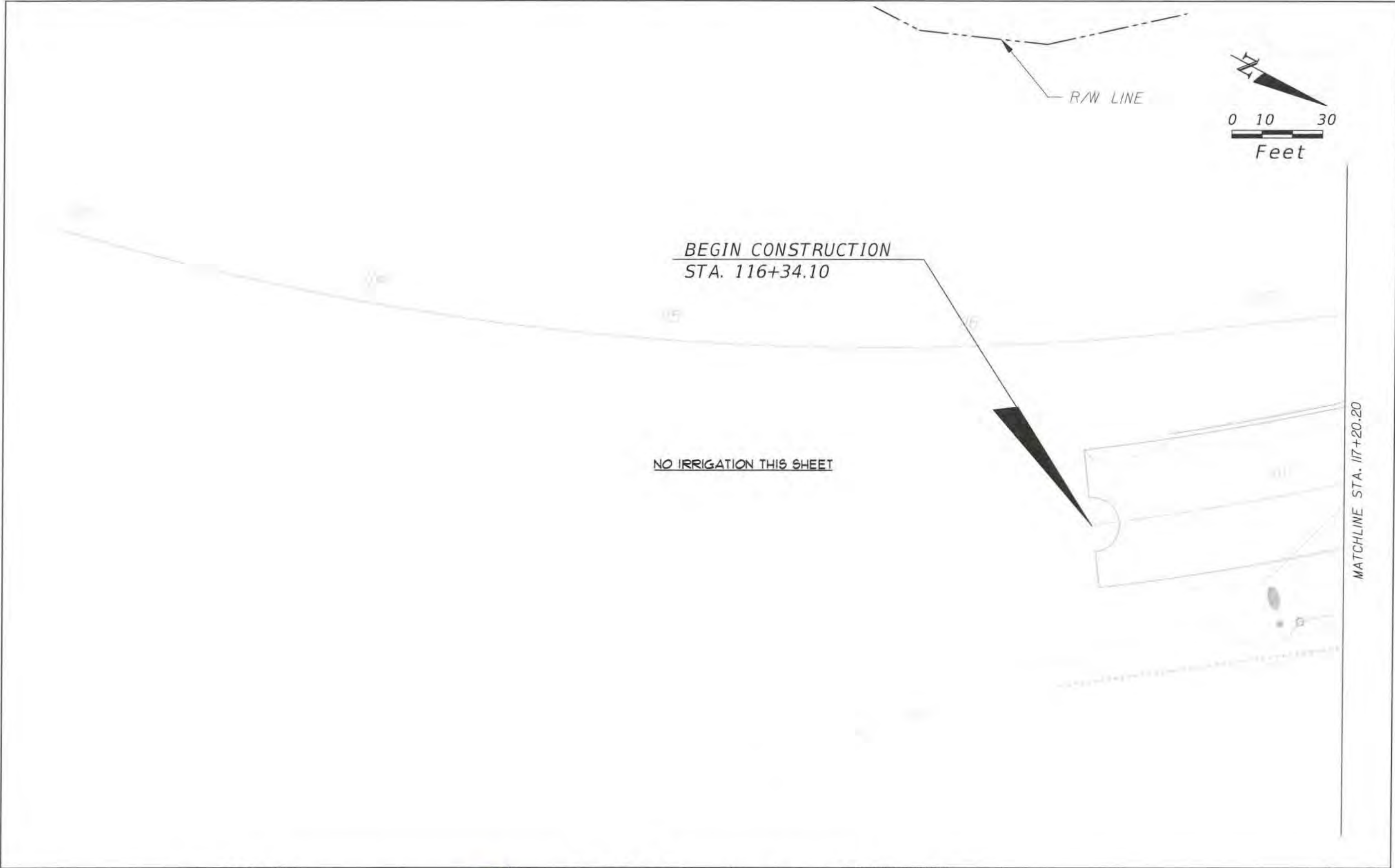
Page 428 of 1369

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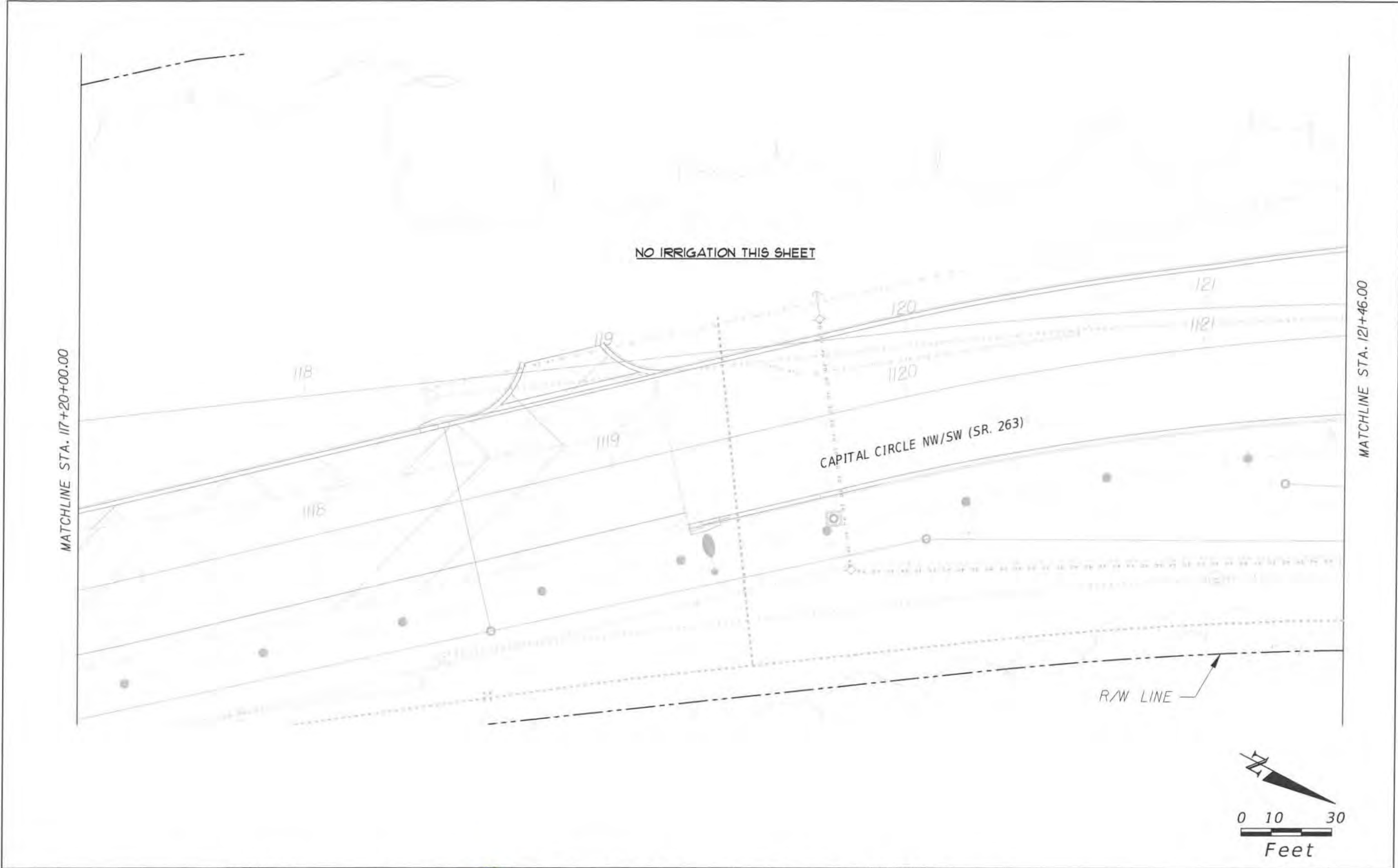


REVISIONS						ATKINS	BLUEPRINT 2000 INTERGOVERNMENTAL AGENCY & BEYOND	PLAN LAYOUT CAPITAL CIRCLE NW/SW	SHEET NO. LD-41
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION				
						2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 24 Bruce W. Brodsky, R.L.A. LA0001742	ROAD NO. 263 COUNTY LEON FINANCIAL PROJECT ID 415782-7-58-01 415782-8-58-01	Posted June 11, 2018	

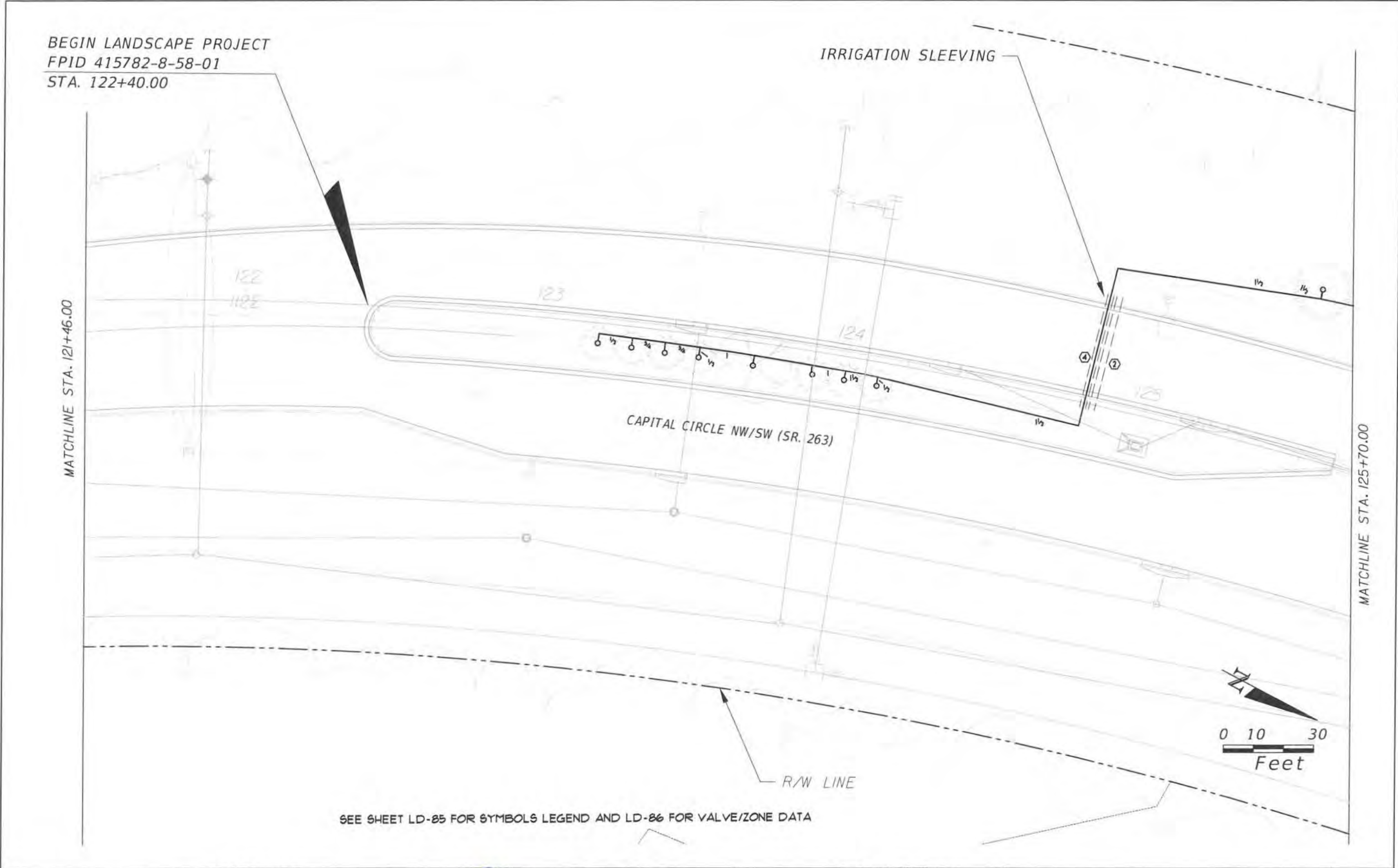


REVISIONS						ATKINS	BLUEPRINT INTERGOVERNMENTAL AGENCY & BEYOND	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	IRRIGATION PLAN CAPITAL CIRCLE NW/SW	SHEET NO. LD-42
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION							
						2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 24 Bruce W. Brodsky, R.L.A. L00001743		263	LEON	415782-7-58-01 415782-8-58-01		

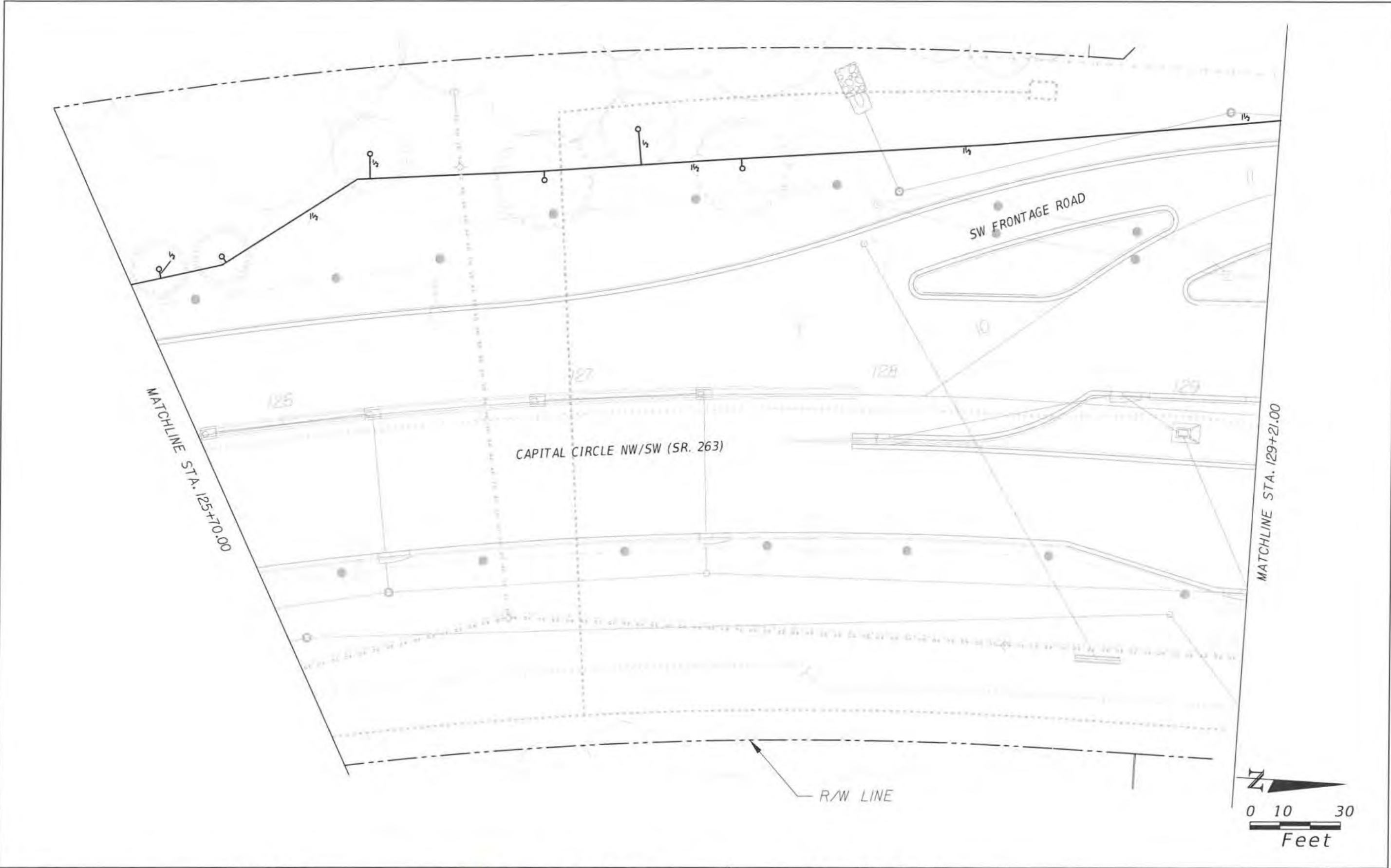




REVISIONS						<b>ATKINS</b> 2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 24 Bruce W. Brodsky, R.L.A. L40001742	<b>BLUEPRINT 2000</b> INTERGOVERNMENTAL AGENCY & BEYOND ROAD NO. COUNTY FINANCIAL PROJECT ID 263 LEON 415782-7-58-01 415782-8-58-01	IRRIGATION PLAN CAPITAL CIRCLE NW/SW		SHEET NO. LD - 43
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION					

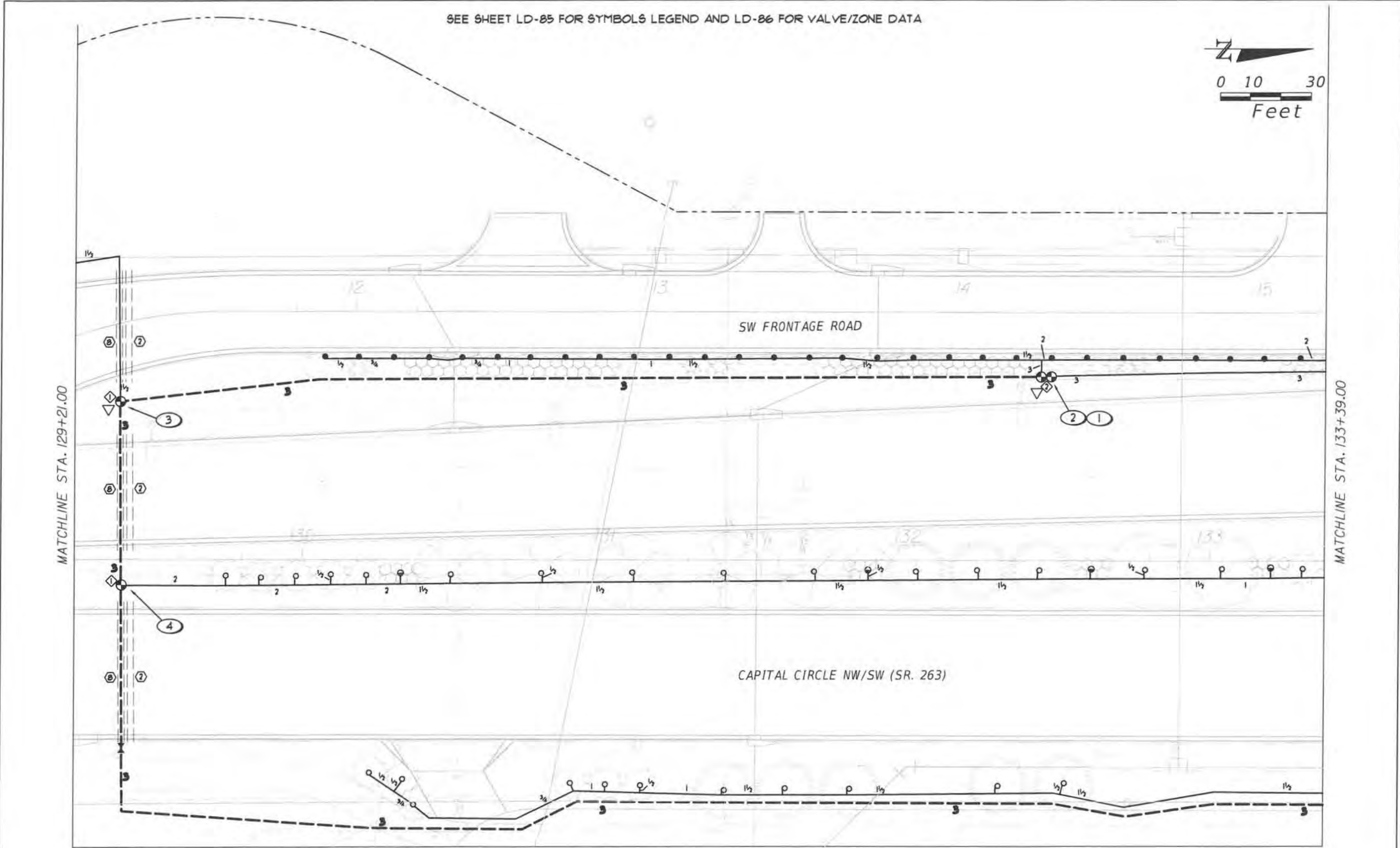


REVISIONS						ATKINS	BLUEPRINT INTERGOVERNMENTAL AGENCY & BEYOND	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	IRRIGATION PLAN CAPITAL CIRCLE NW/SW	SHEET NO. LD-44
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION							
						2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 24 Bruce W. Brodsky, R.L.A. LA0001742		263	LEON	415782-7-58-01 415782-8-58-01		



REVISIONS						ATKINS	BLUEPRINT INTERGOVERNMENTAL AGENCY & BEYOND	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	IRRIGATION PLAN CAPITAL CIRCLE NW/SW	SHEET NO. LD-45
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION							
						2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 24 Bruce W. Brodsky, R.L.A. LA0001742		263	LEON	415782-7-58-01 415782-8-58-01		





REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

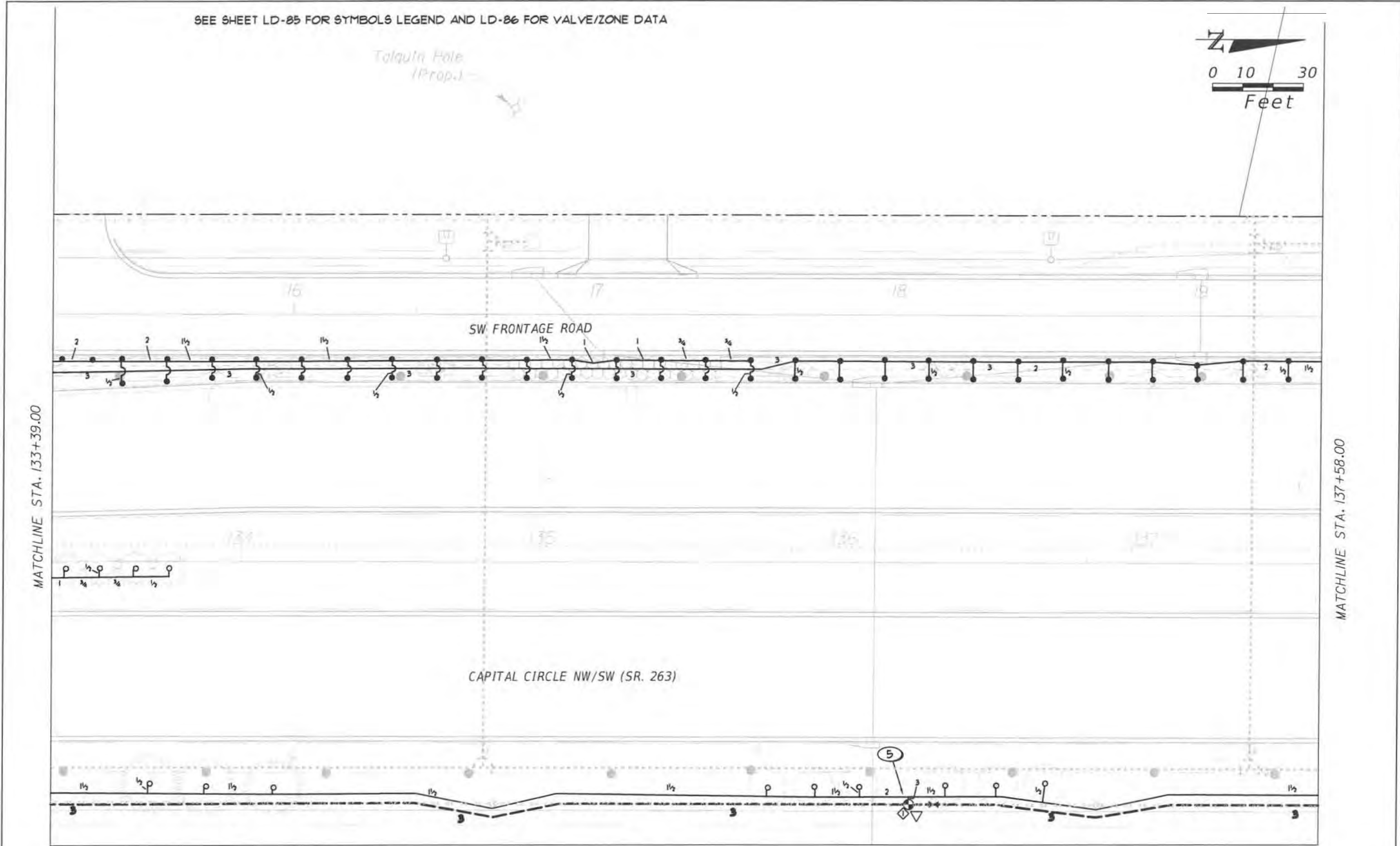
**ATKINS**  
2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24  
Bruce W. Brodsky, R.L.A. LA0001742

**BLUEPRINT 2006**  
INTERGOVERNMENTAL AGENCY & BEYOND

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

**IRRIGATION PLAN**  
**CAPITAL CIRCLE NW/SW**

SHEET NO.  
**LD-46**



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

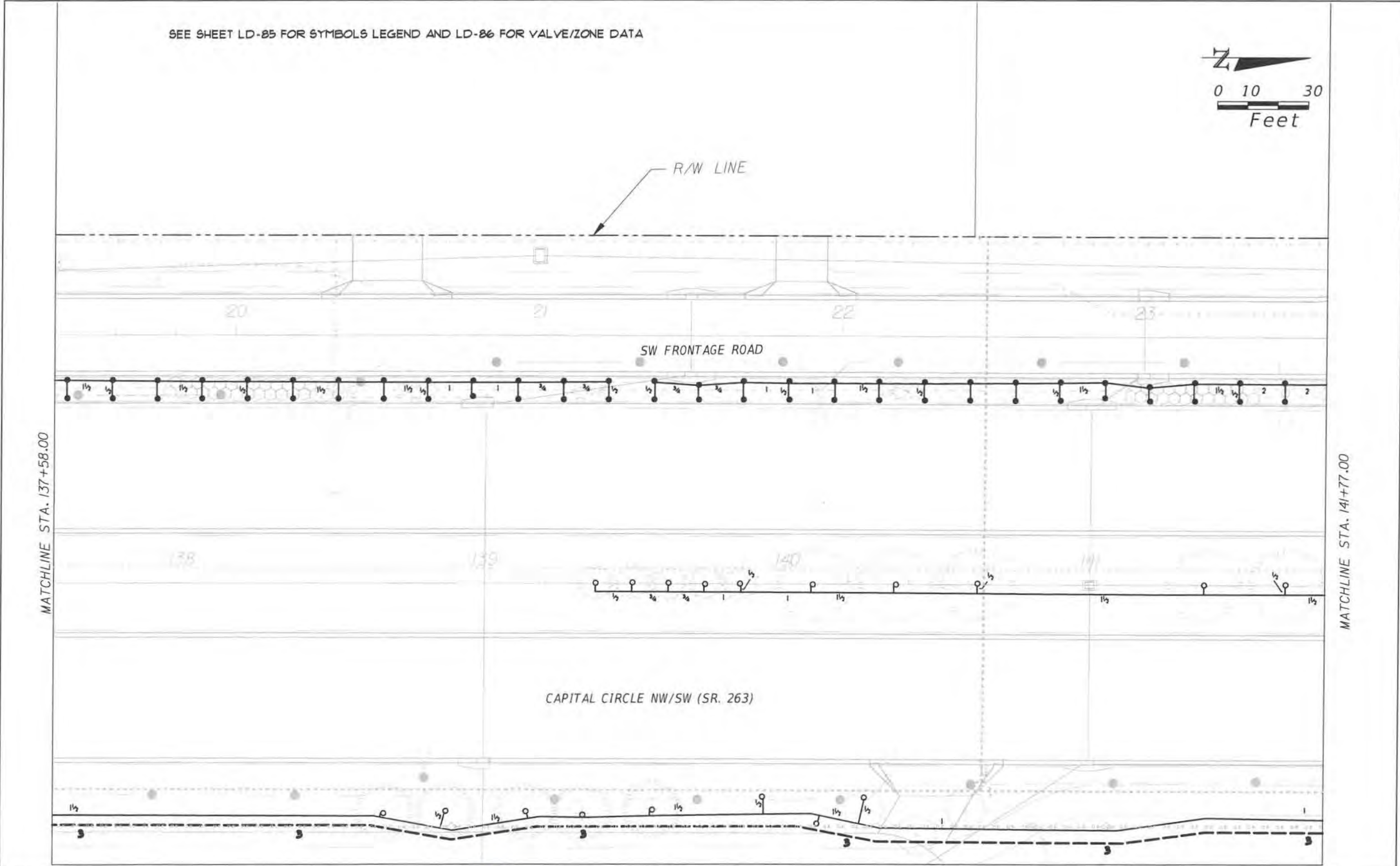
**ATKINS**  
2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24  
Bruce W. Brodsky, R.L.A. LD0001743

CITY OF TALLAHASSEE - LEON COUNTY INTERGOVERNMENTAL AGENCY BLUEPRINT 2000 & BEYOND		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

**IRRIGATION PLAN**  
**CAPITAL CIRCLE NW/SW**

SHEET NO.  
**LD-47**





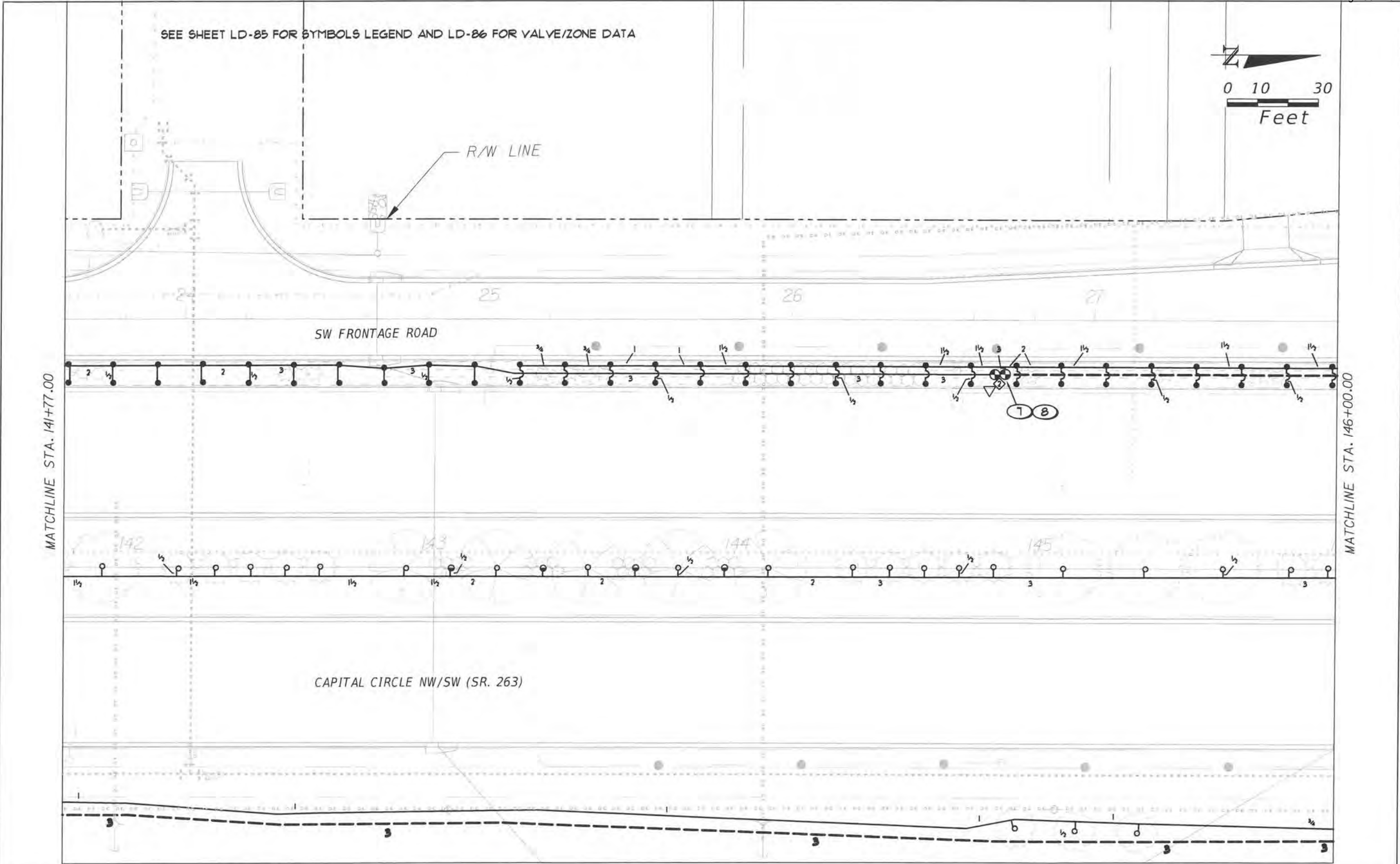
REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

**ATKINS**  
2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24  
Bruce W. Brodsky, R.L.A. 10001723

CITY OF TALLAHASSEE - LEON COUNTY INTERGOVERNMENTAL AGENCY & BEYOND		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

**IRRIGATION PLAN**  
**CAPITAL CIRCLE NW/SW**

SHEET NO.  
**LD-48**



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

**ATKINS**  
2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24  
Bruce W. Brodsky, R.L.A. LA0001742

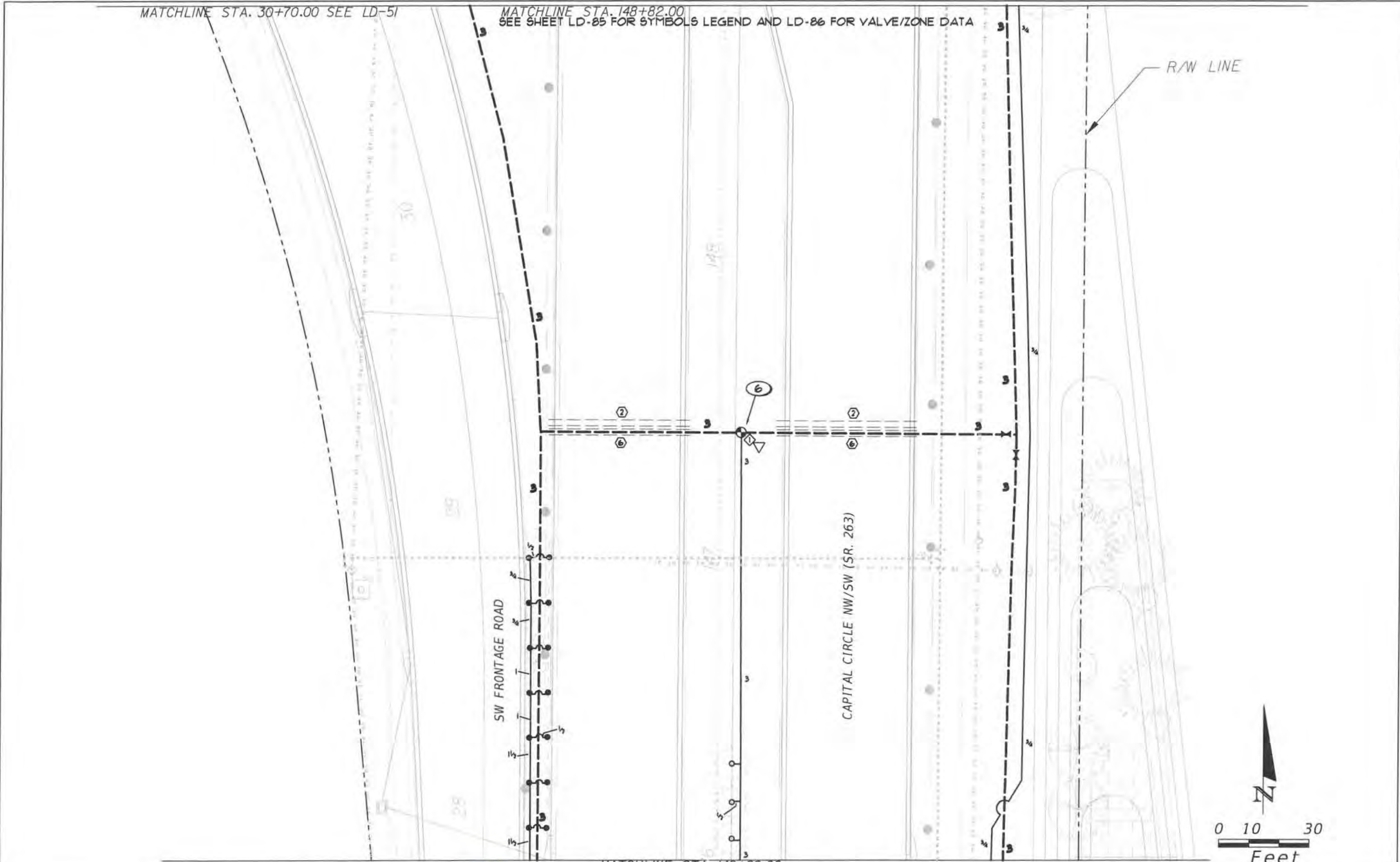
  
12/9/14

CITY OF TALLAHASSEE - LEON COUNTY INTERGOVERNMENTAL AGENCY BLUEPRINT 2000 & BEYOND		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

**IRRIGATION PLAN**  
**CAPITAL CIRCLE NW/SW**

**SHEET NO.**  
**LD-49**





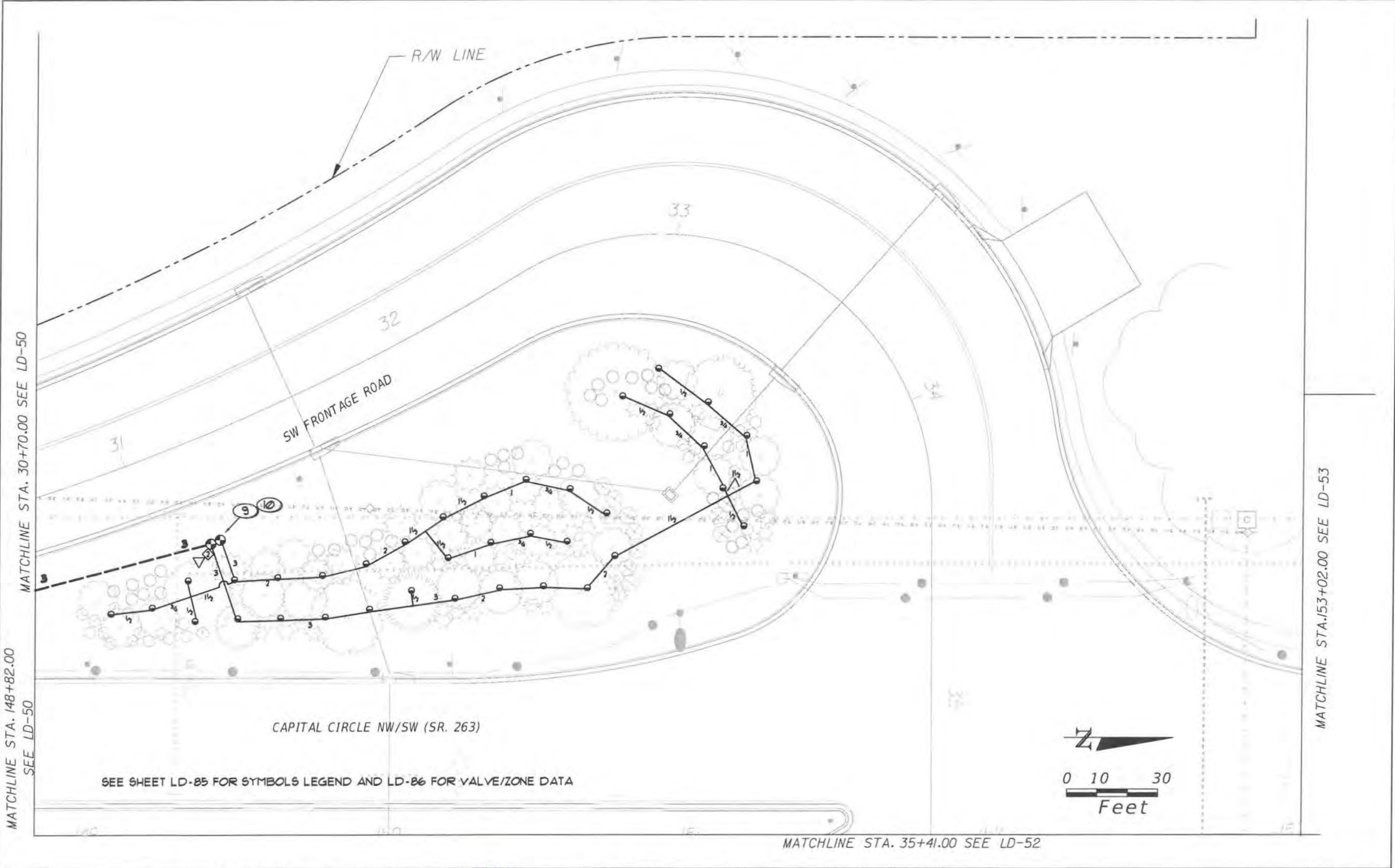
REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

**ATKINS**  
2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24  
Bruce W. Brodsky, R.L.A. 140001742  
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BLUEPRINT 2000 INTERGOVERNMENTAL AGENCY & BEYOND		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

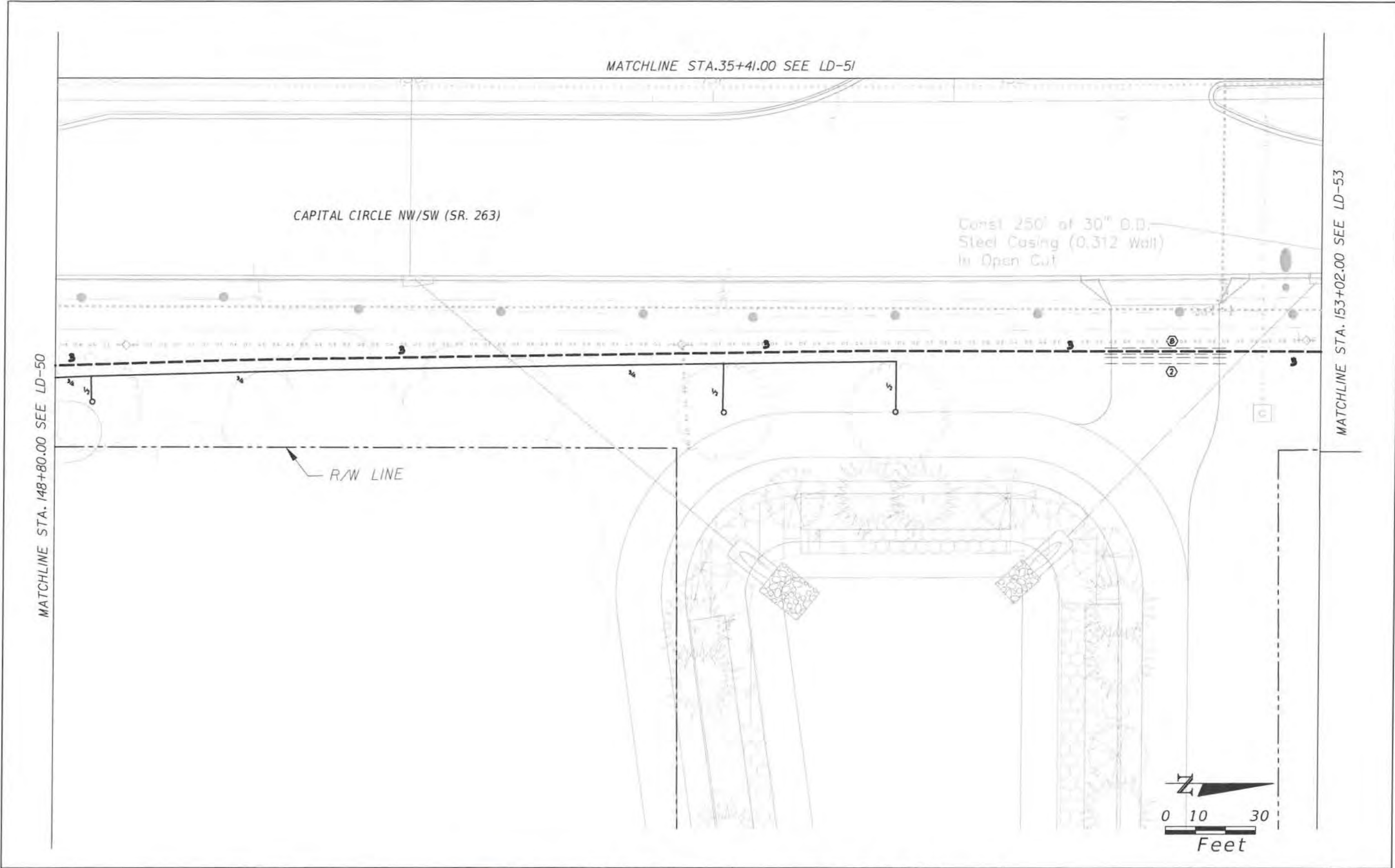
**IRRIGATION PLAN**  
**CAPITAL CIRCLE NW/SW**

SHEET NO.
LD-50



REVISIONS						ATKINS	BLUEPRINT INTERGOVERNMENTAL AGENCY & BEYOND	IRRIGATION PLAN CAPITAL CIRCLE NW/SW		SHEET NO.  LD-51
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION					
						2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 24 Bruce W. Brodsky, R.L.A. License No. 1743	ROAD NO. 263	COUNTY LEON	FINANCIAL PROJECT ID 415782-7-58-01 415782-8-58-01	Posted June 11, 2018





REVISIONS						SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	
						LD-52

**ATKINS**

2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24  
Bruce W. Brodsky, R.L.A. LA0001747

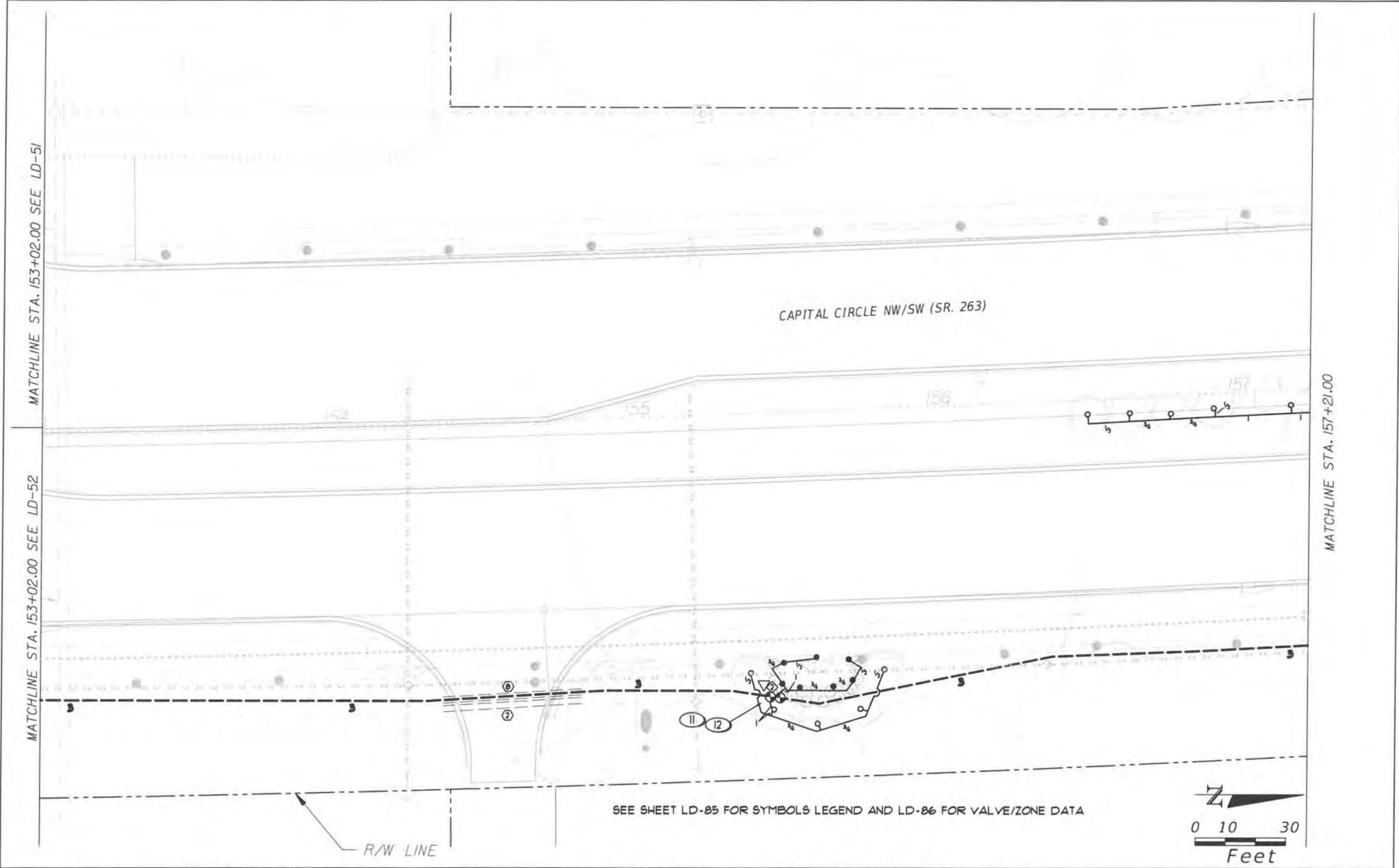
**BLUEPRINT 2000**  
INTERGOVERNMENTAL AGENCY & BEYOND

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

IRRIGATION PLAN  
CAPITAL CIRCLE NW/SW

Posted June 11, 2018





REVISIONS						SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	
						LD-53

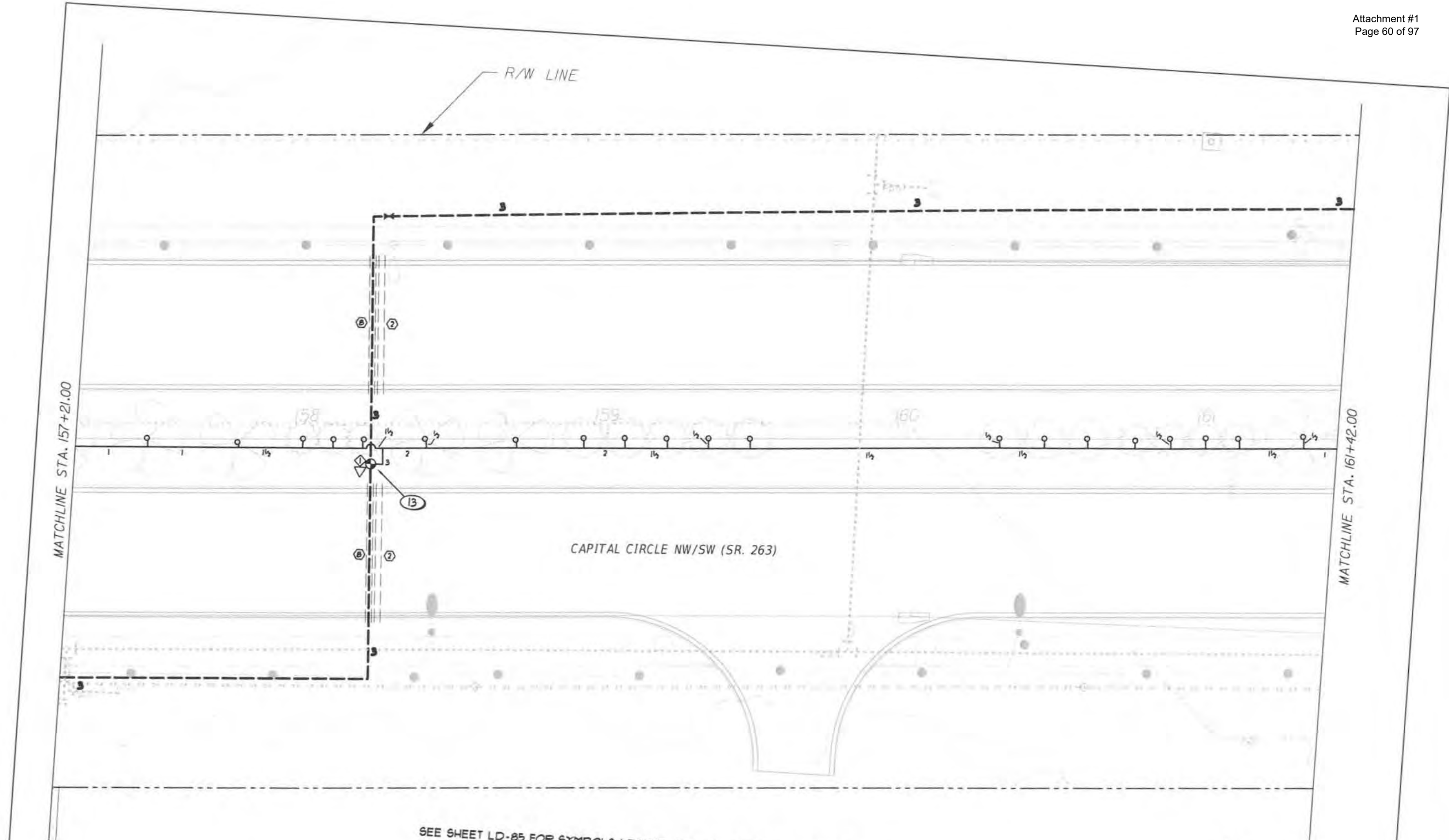
**ATKINS**  
2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24  
Bruce W. Brodsky, R.L.A. LD0001742

**BLUEPRINT**  
INTERGOVERNMENTAL AGENCY  
& BEYOND

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

IRRIGATION PLAN  
CAPITAL CIRCLE NW/SW

LD-53



SEE SHEET LD-85 FOR SYMBOLS LEGEND AND LD-86 FOR VALVE/ZONE DATA

REVISIONS		DATE		BY		DESCRIPTION	
DATE	BY	DESCRIPTION		DATE	BY	DESCRIPTION	

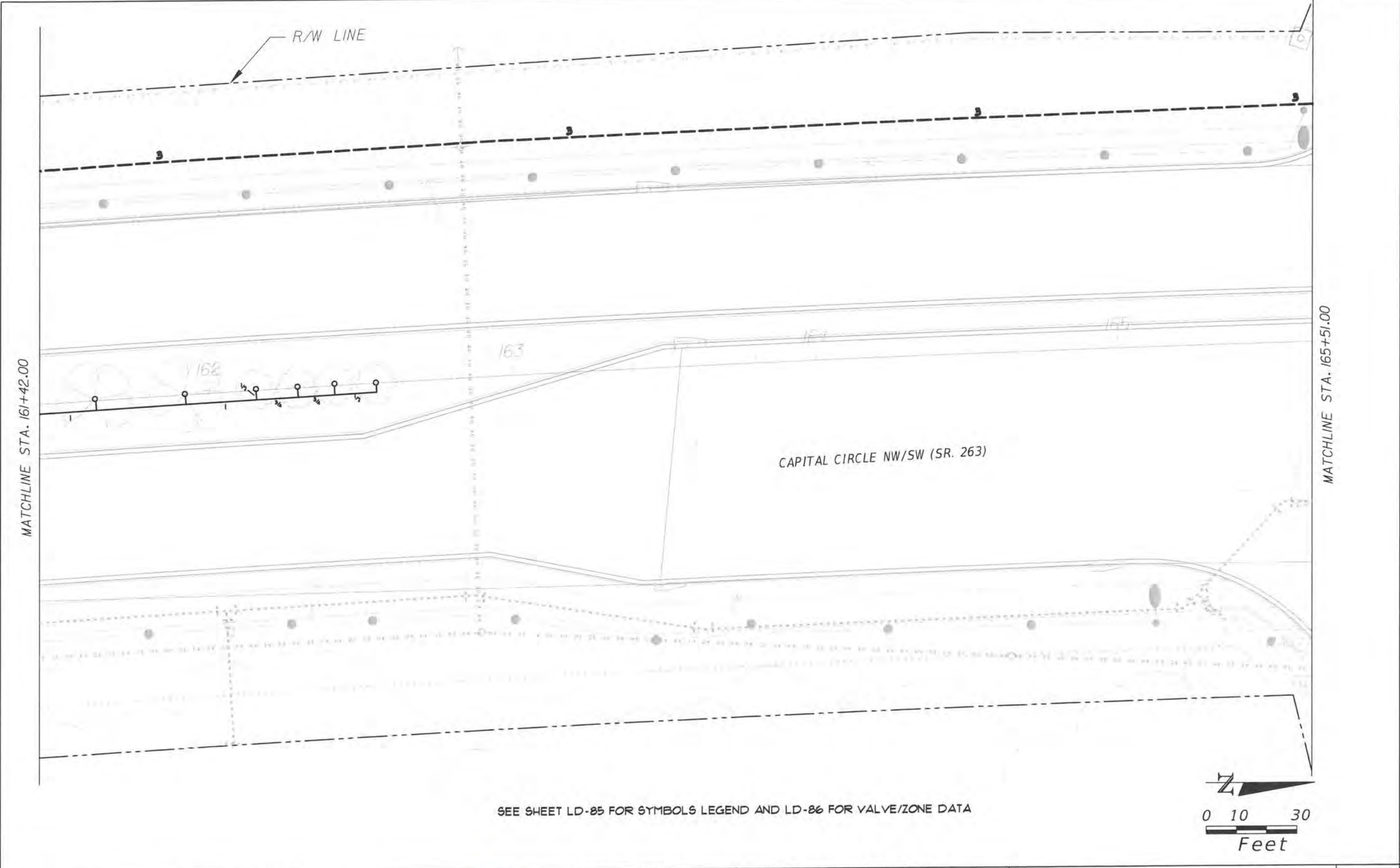
**ATKINS**  
2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24  
Bruce W. Brodsky, R.L.A. LA0001742

BLUEPRINT 2000		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

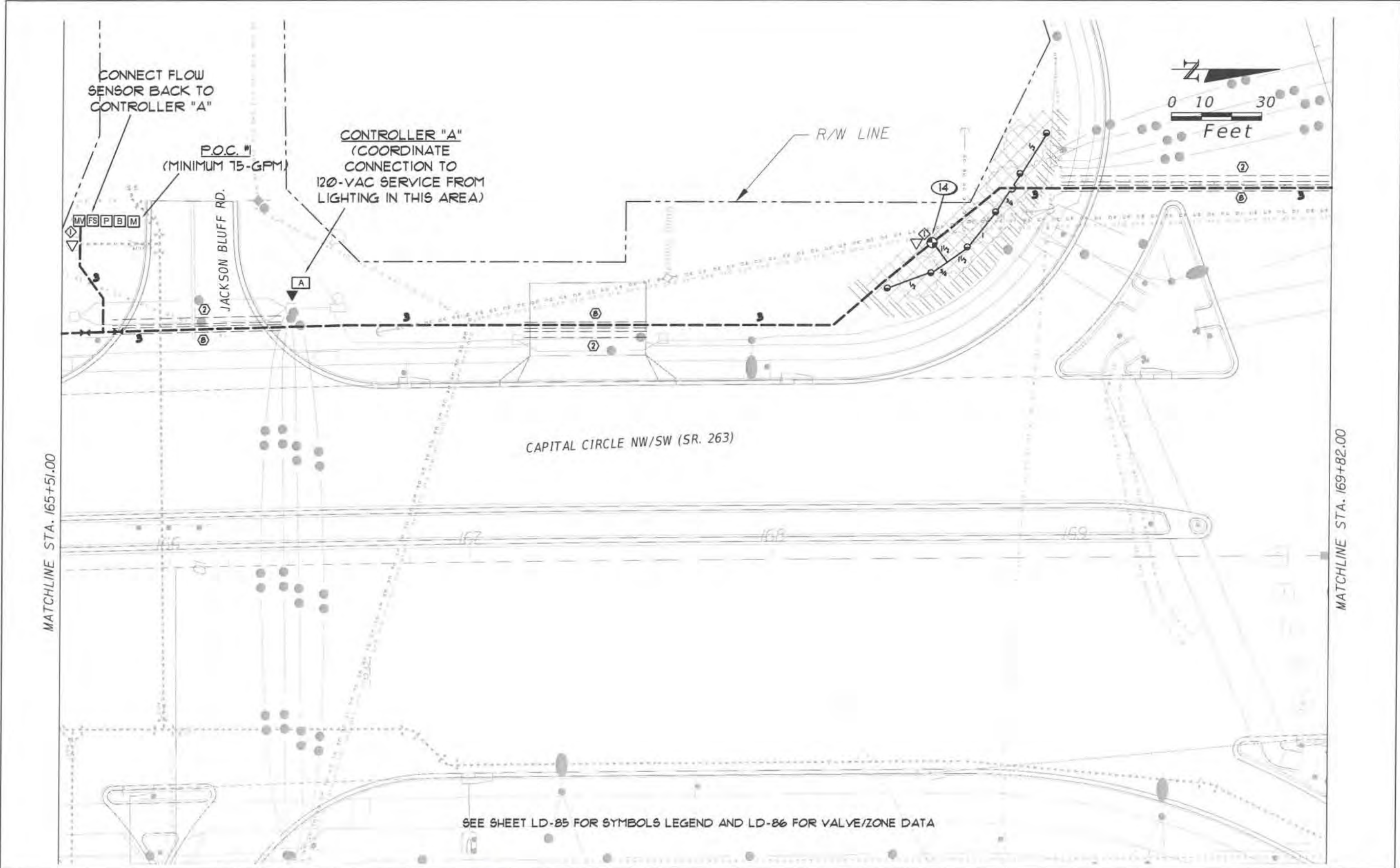
**IRRIGATION PLAN**  
**CAPITAL CIRCLE NW/SW**

**SHEET**  
**LD-54**





REVISIONS						ATKINS	BLUEPRINT INTERGOVERNMENTAL AGENCY 2006 & BEYOND	CITY OF TALLAHASSEE - LEON COUNTY	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	IRRIGATION PLAN CAPITAL CIRCLE NW/SW	SHEET NO. LD-55
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION								
						2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 24 Bruce W. Brodsky, R.L.A. LA0001742			263	LEON	415782-7-58-01 415782-8-58-01		



REVISIONS						DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION							
												LD-56

**ATKINS**

2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24  
Bruce W. Brodsky, R.L.A. LEON 1742

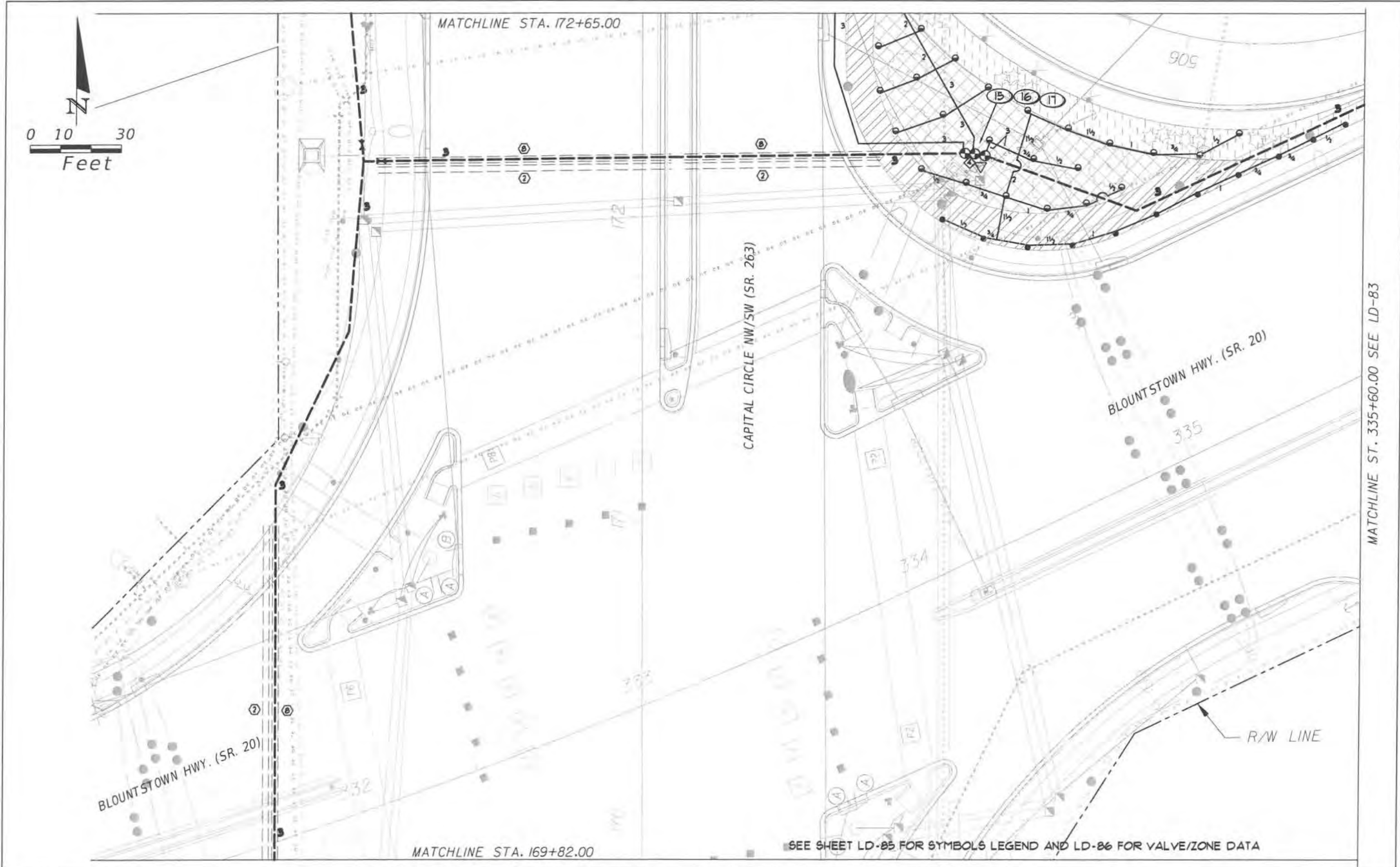
**BLUEPRINT 2000**  
INTERGOVERNMENTAL AGENCY & BEYOND

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

**IRRIGATION PLAN**  
**CAPITAL CIRCLE NW/SW**

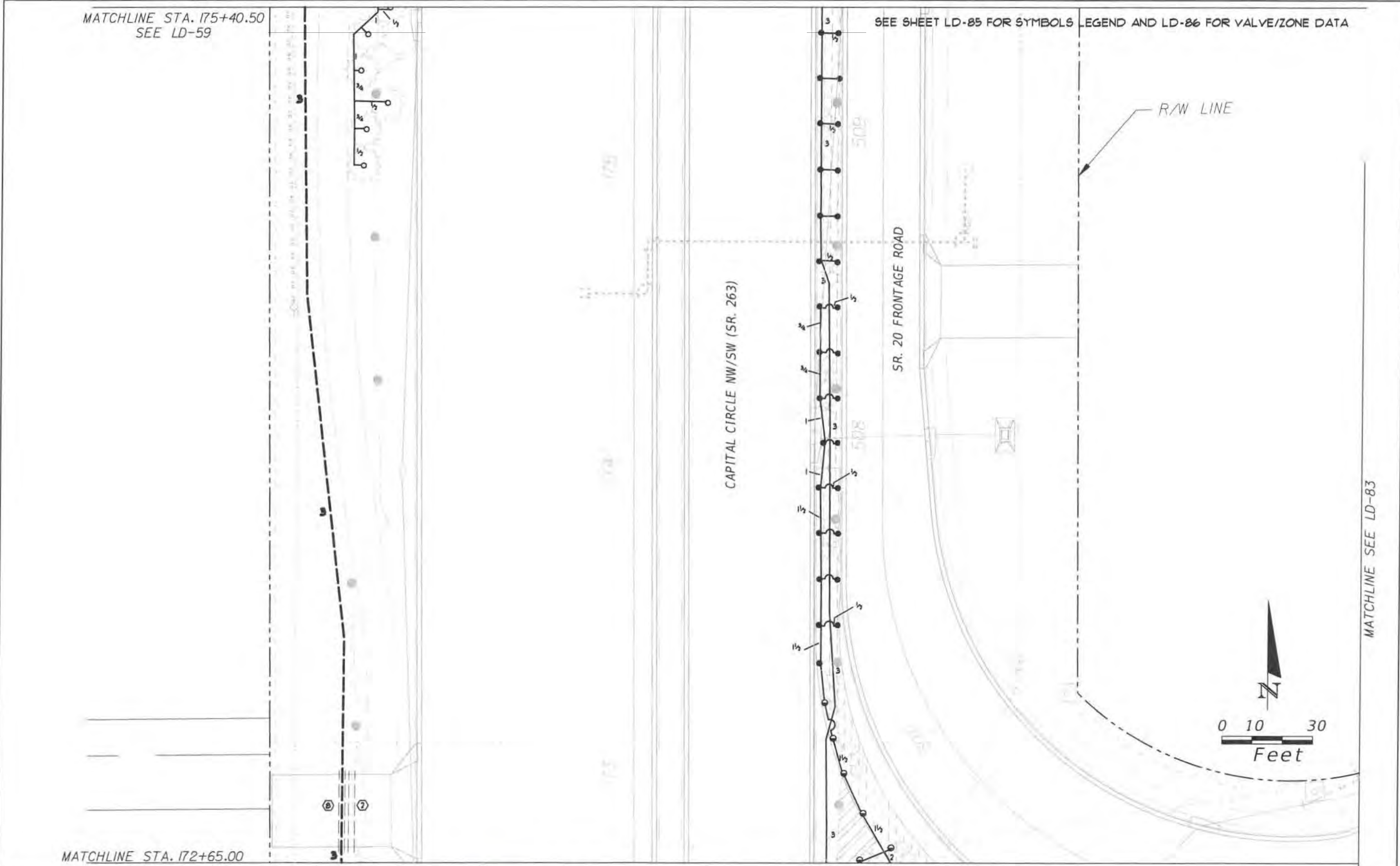
Posted June 11, 2018





REVISIONS						DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	ATKINS	BLUEPRINT INTERGOVERNMENTAL AGENCY & BEYOND	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	IRRIGATION PLAN CAPITAL CIRCLE NW/SW	SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION													
														263	LEON	415782-7-58-01 415782-8-58-01		LD-57





REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

**ATKINS**  
2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24  
Bruce W. Brodsky, R.L.A. 12001174

CITY OF TALLAHASSEE - LEON COUNTY INTERGOVERNMENTAL AGENCY & BEYOND		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

**IRRIGATION PLAN**  
**CAPITAL CIRCLE NW/SW**

SHEET NO.
LD-58

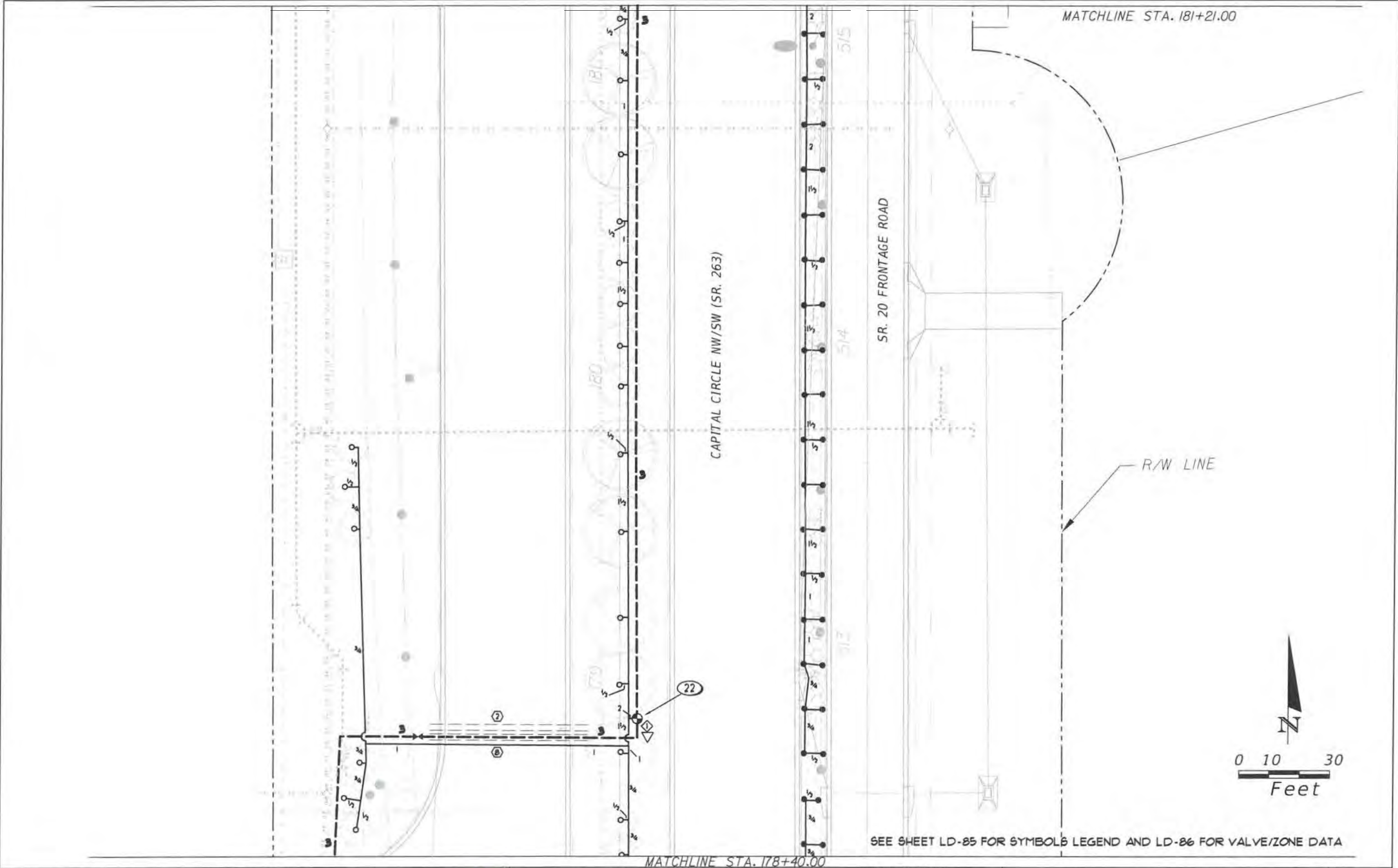
Posted June 11, 2018



<b>ATKINS</b> 2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 24 Bruce W. Brodsky, R.L.A. License No. 1369		MATCHLINE STA. 15+74.55 CITY OF TALLAHASSEE - LEON COUNTY <b>BLUEPRINT</b> INTERGOVERNMENTAL AGENCY 2006 & BEYOND	
ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
263	LEON	415782-7-58-01	415782-8-58-01

SHEET NO.
LD-59





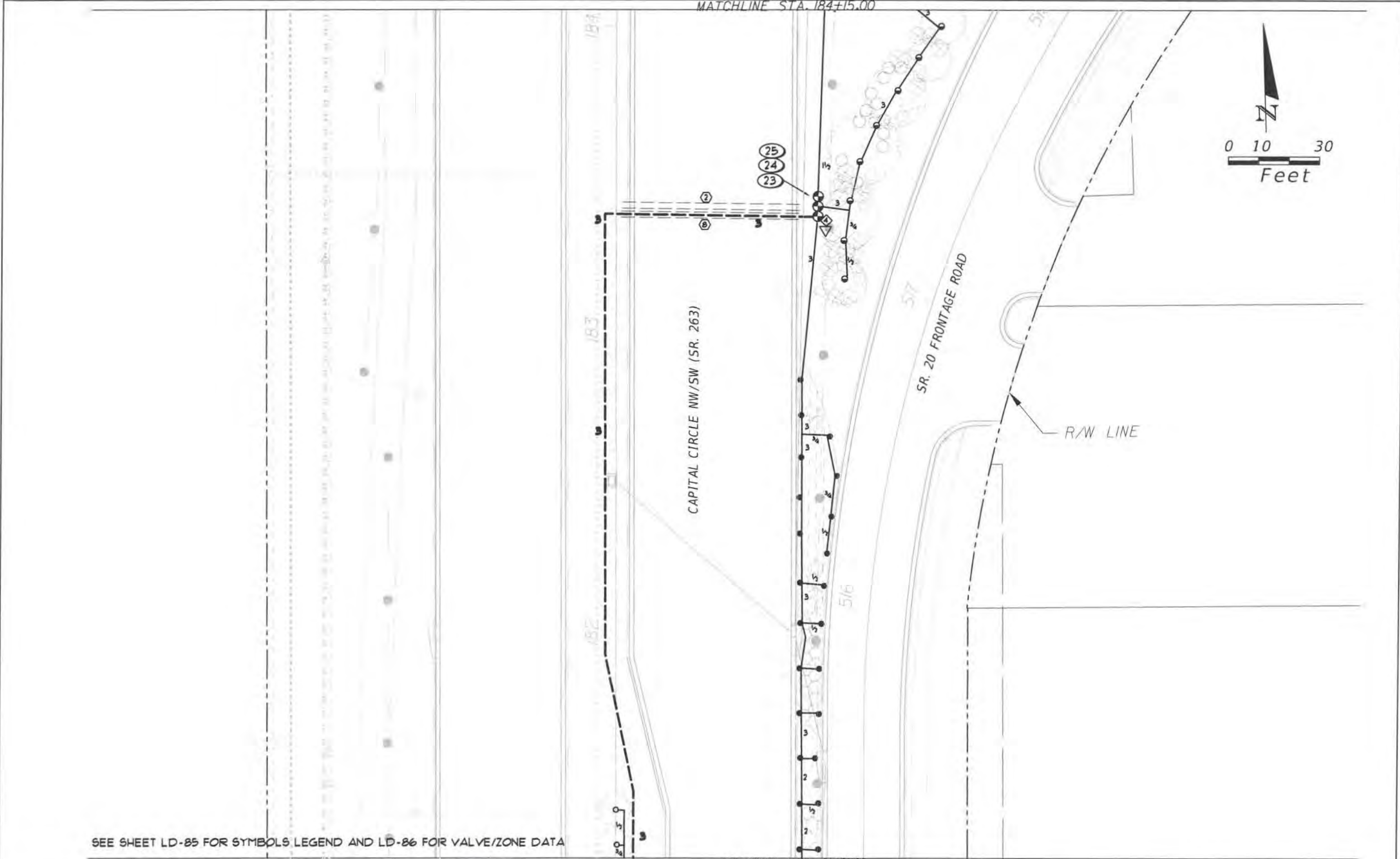
REVISIONS						SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	
						LD-60

**ATKINS**  
2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24  
Bruce W. Brodsky, R.L.A. License No. 1712

**BLUEPRINT 2000**  
INTERGOVERNMENTAL AGENCY & BEYOND  
ROAD NO. 263  
COUNTY LEON  
FINANCIAL PROJECT ID 415782-7-58-01  
415782-8-58-01

IRRIGATION PLAN  
CAPITAL CIRCLE NW/SW

Posted June 11, 2018



SEE SHEET LD-85 FOR SYMBOLS LEGEND AND LD-86 FOR VALVE/ZONE DATA

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

**ATKINS**  
2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24  
Bruce W. Brodsky, R.L.A. 14000174

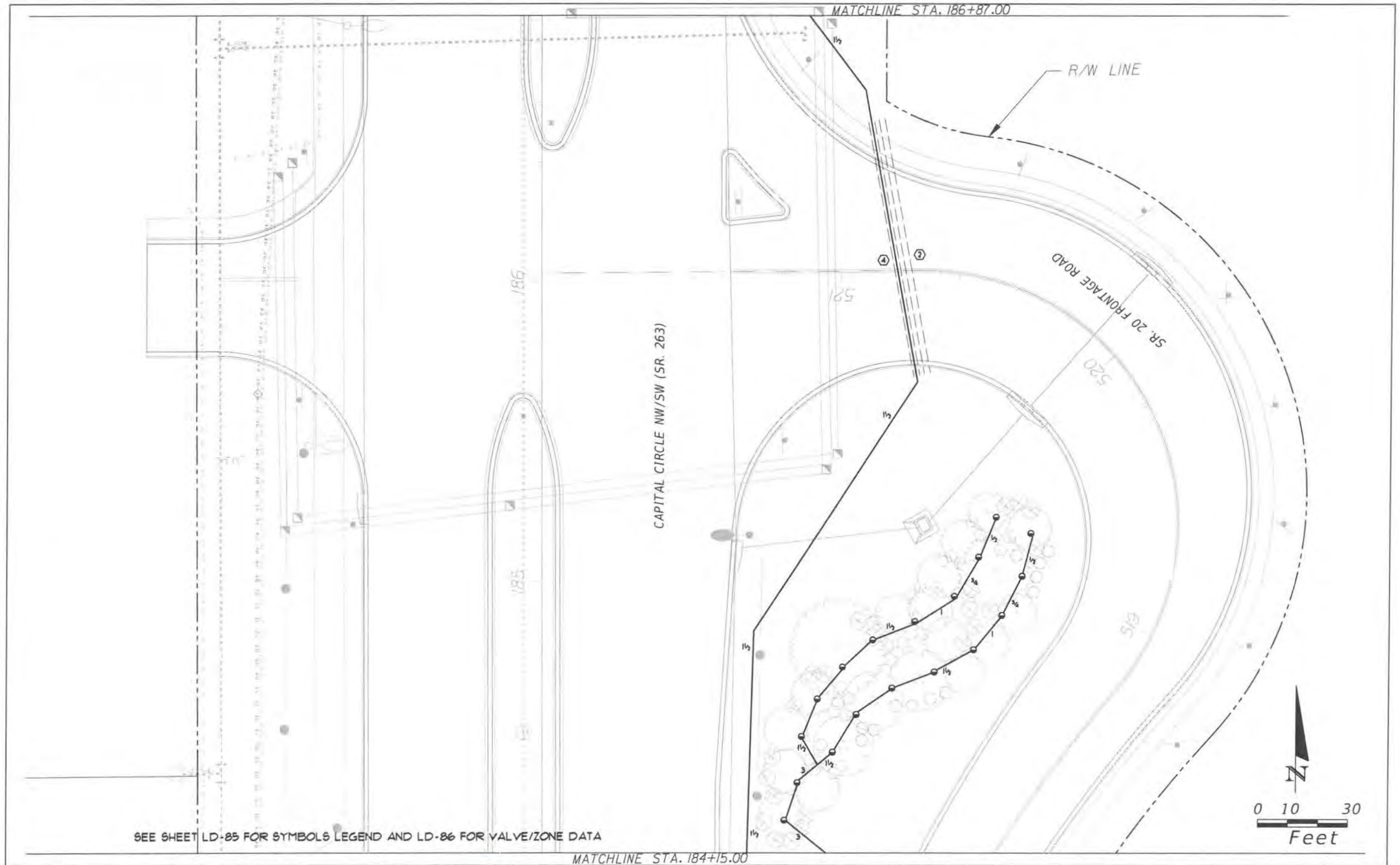
Page 449 of 1369

BLUEPRINT 2000 INTERGOVERNMENTAL AGENCY & BEYOND		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

**IRRIGATION PLAN**  
**CAPITAL CIRCLE NW/SW**

**SHEET NO.**  
**LD-61**

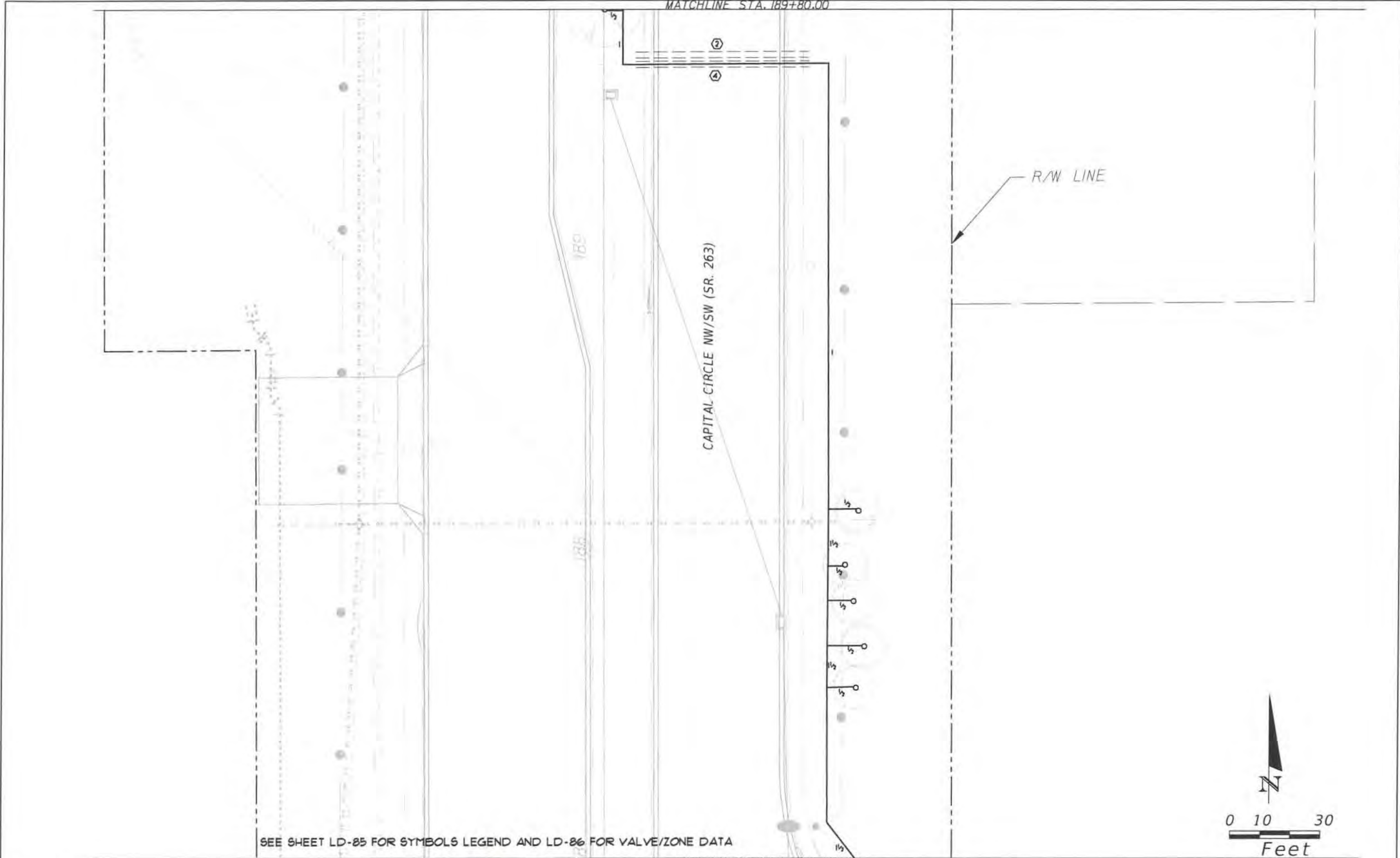




REVISIONS						ATKINS		CITY OF TALLAHASSEE - LEON COUNTY BLUEPRINT INTERGOVERNMENTAL AGENCY 2000 & BEYOND			IRRIGATION PLAN CAPITAL CIRCLE NW/SW		SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 24 Bruce W. Brodsky, R.L.A. License No. 120067		ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
						Page 450 of 1369		263	LEON	415782-7-58-01 415782-8-58-01			LD-62

Posted June 11, 2018





REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

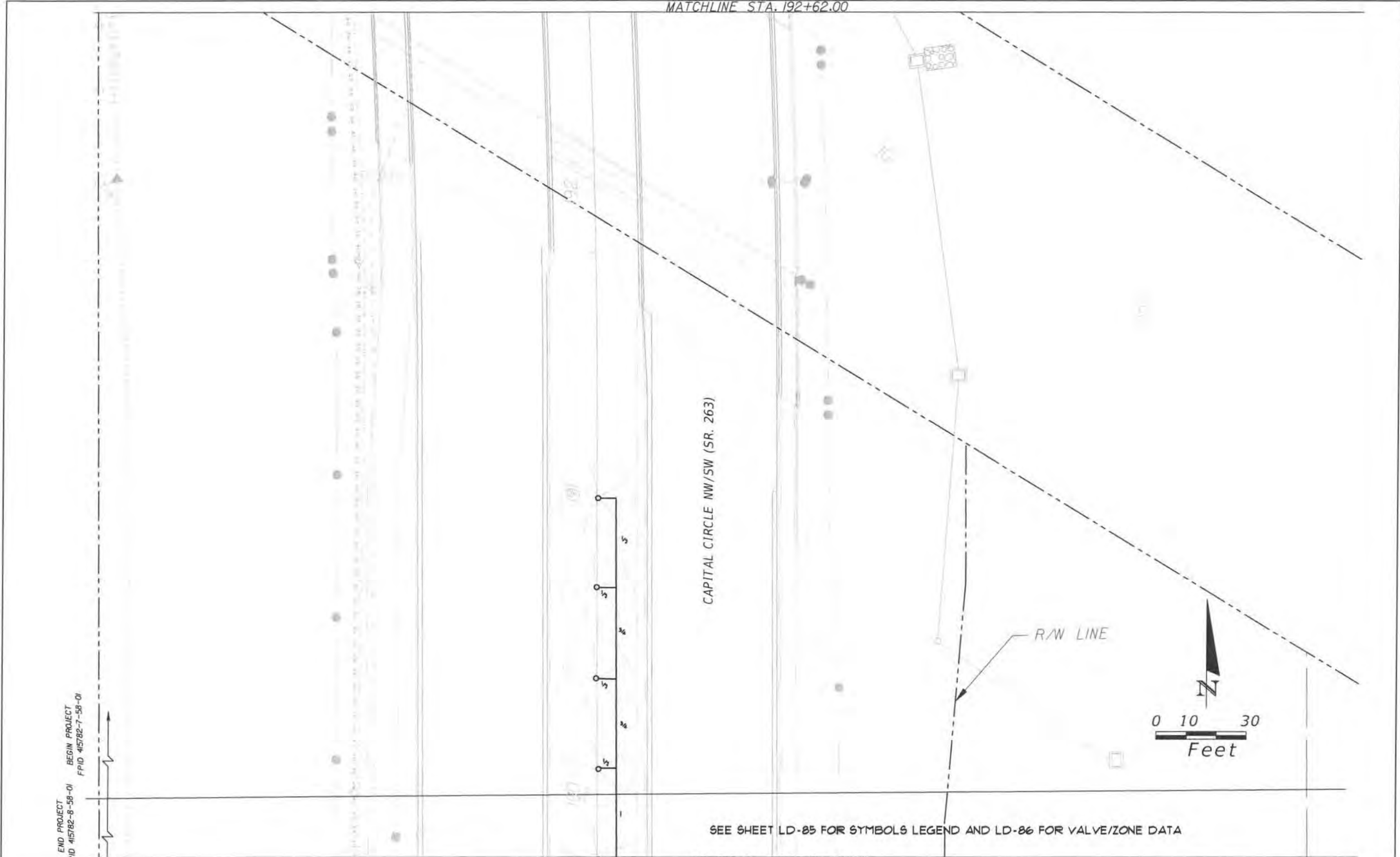
**ATKINS**  
2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24  
Druce W. Brodsky, R.L.A. LP0001745

CITY OF TALLAHASSEE - LEON COUNTY		
BLUEPRINT 2000 & BEYOND		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

**IRRIGATION PLAN**  
**CAPITAL CIRCLE NW/SW**

SHEET NO.
LD-63

Posted June 11, 2018



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

**ATKINS**  
2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24  
Bruce W. Brodsky, R.L.A. LE0001745

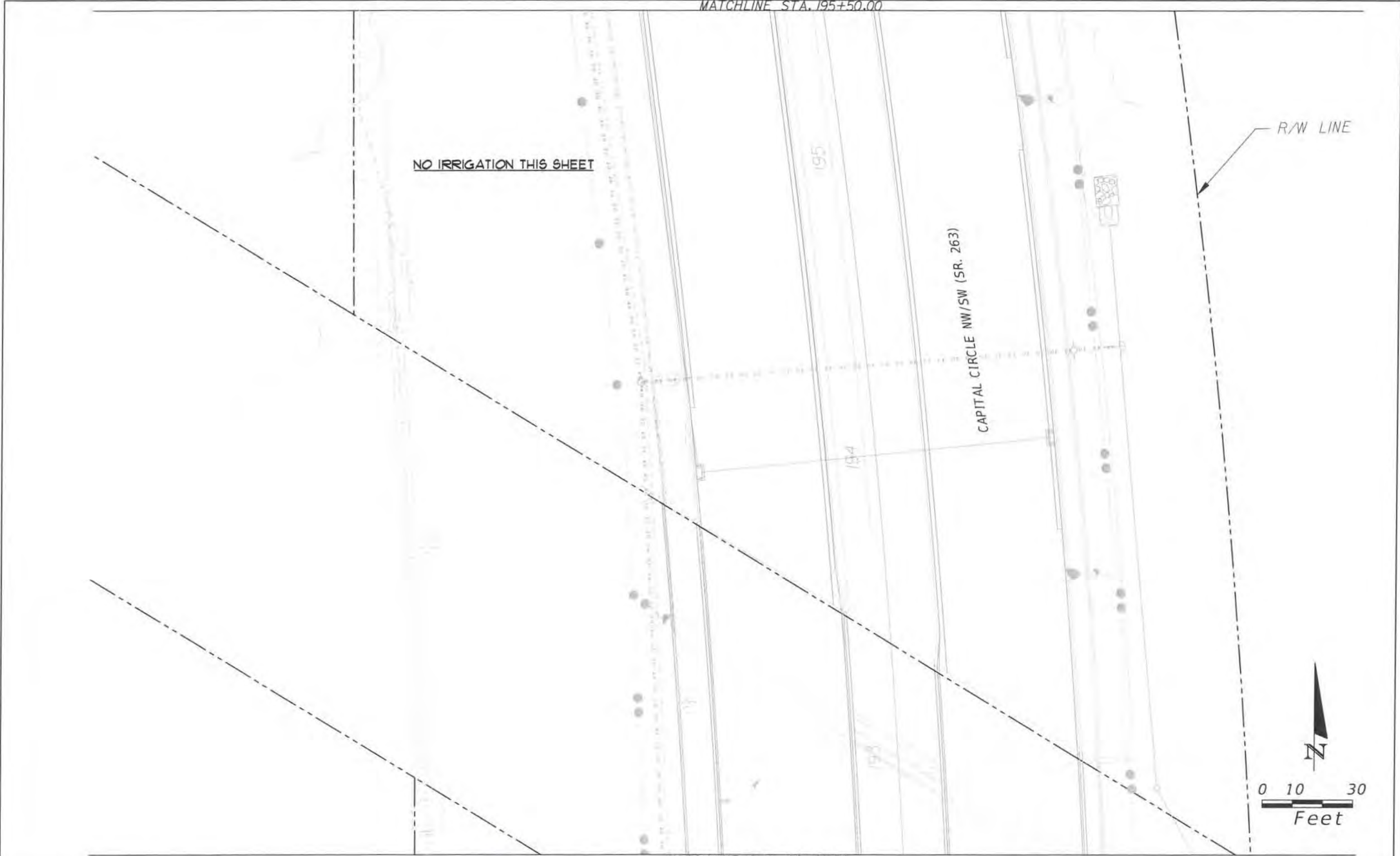
Page 452 of 1369

**BLUEPRINT 2000**  
INTERGOVERNMENTAL AGENCY & BEYOND

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

IRRIGATION PLAN  
CAPITAL CIRCLE NW/SW

SHEET NO.  
LD-64



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

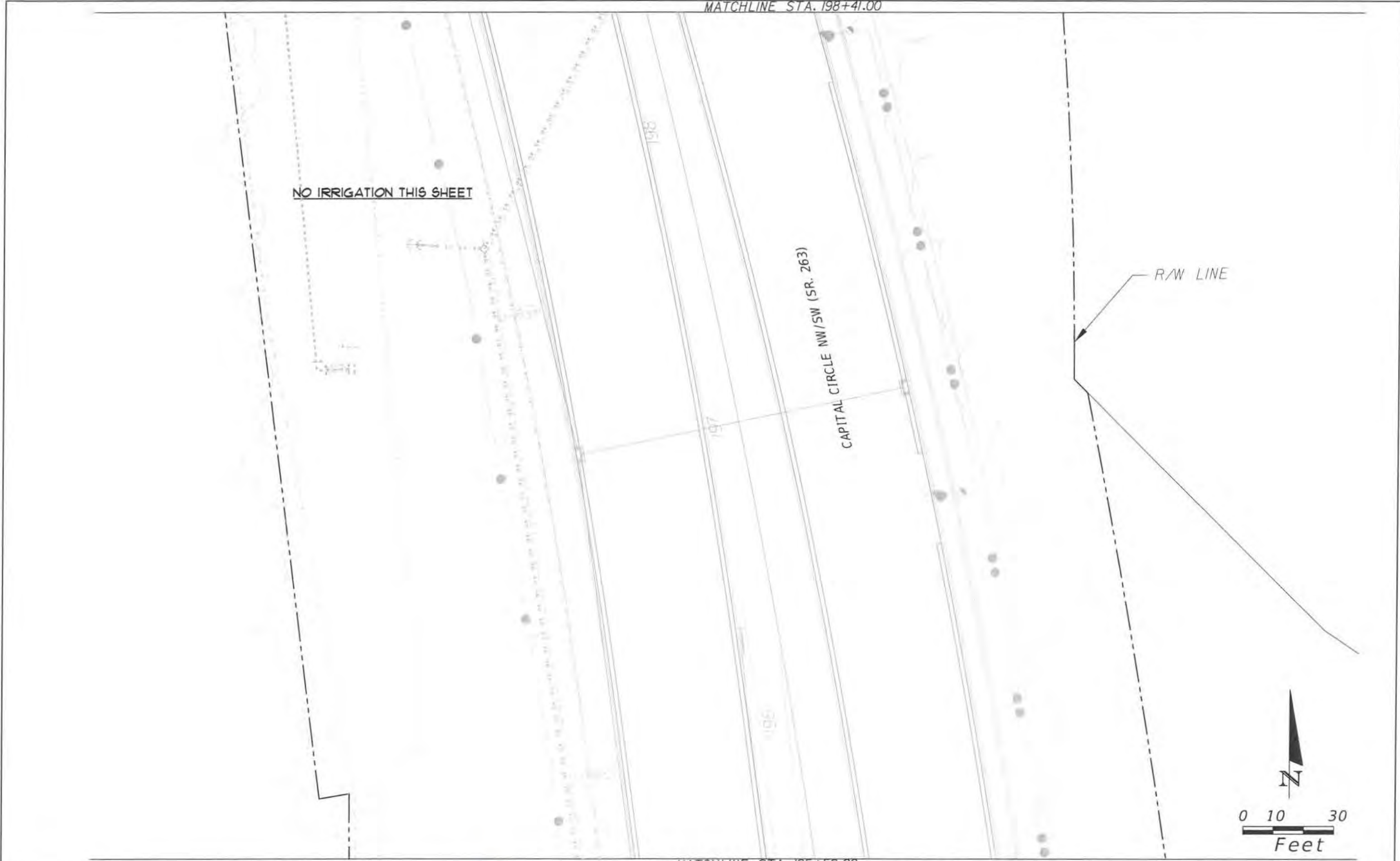
**ATKINS**  
2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24  
Bruce W. Brodsky, R.L.A. LD000174

CITY OF TALLAHASSEE - LEON COUNTY		
BLUEPRINT 2000 & BEYOND		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

**IRRIGATION PLAN**  
**CAPITAL CIRCLE NW/SW**

**SHEET NO.**  
**LD-65**





REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

**ATKINS**  
2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24  
Bruce W. Brodsky, R.L.A. LE000174

  
12/9/14

CITY OF TALLAHASSEE - LEON COUNTY INTERGOVERNMENTAL AGENCY		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

**IRRIGATION PLAN**  
**CAPITAL CIRCLE NW/SW**

**SHEET NO.**  
**LD-66**



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

**ATKINS**  
2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24  
Bruce W. Brodsky, R.L.A. LEON 7455 of 1369

**BLUEPRINT 2000**  
INTERGOVERNMENTAL AGENCY & BEYOND

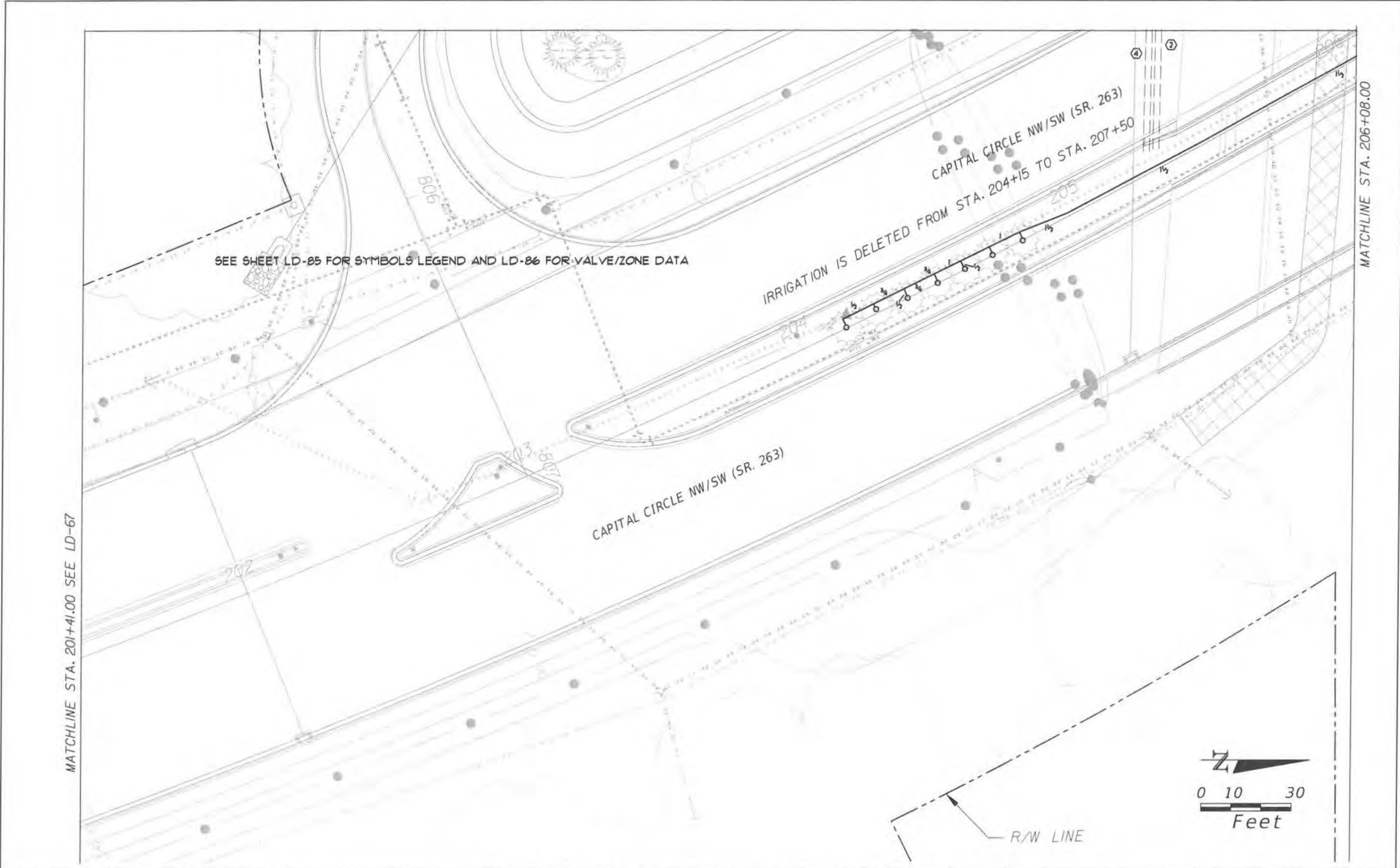
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

**IRRIGATION PLAN**  
**CAPITAL CIRCLE NW/SW**

**SHEET NO.**  
**LD-67**

Posted June 11, 2018





REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

**ATKINS**  
2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24  
Bruce W. Brodsky, R.L.A. License No. 17456

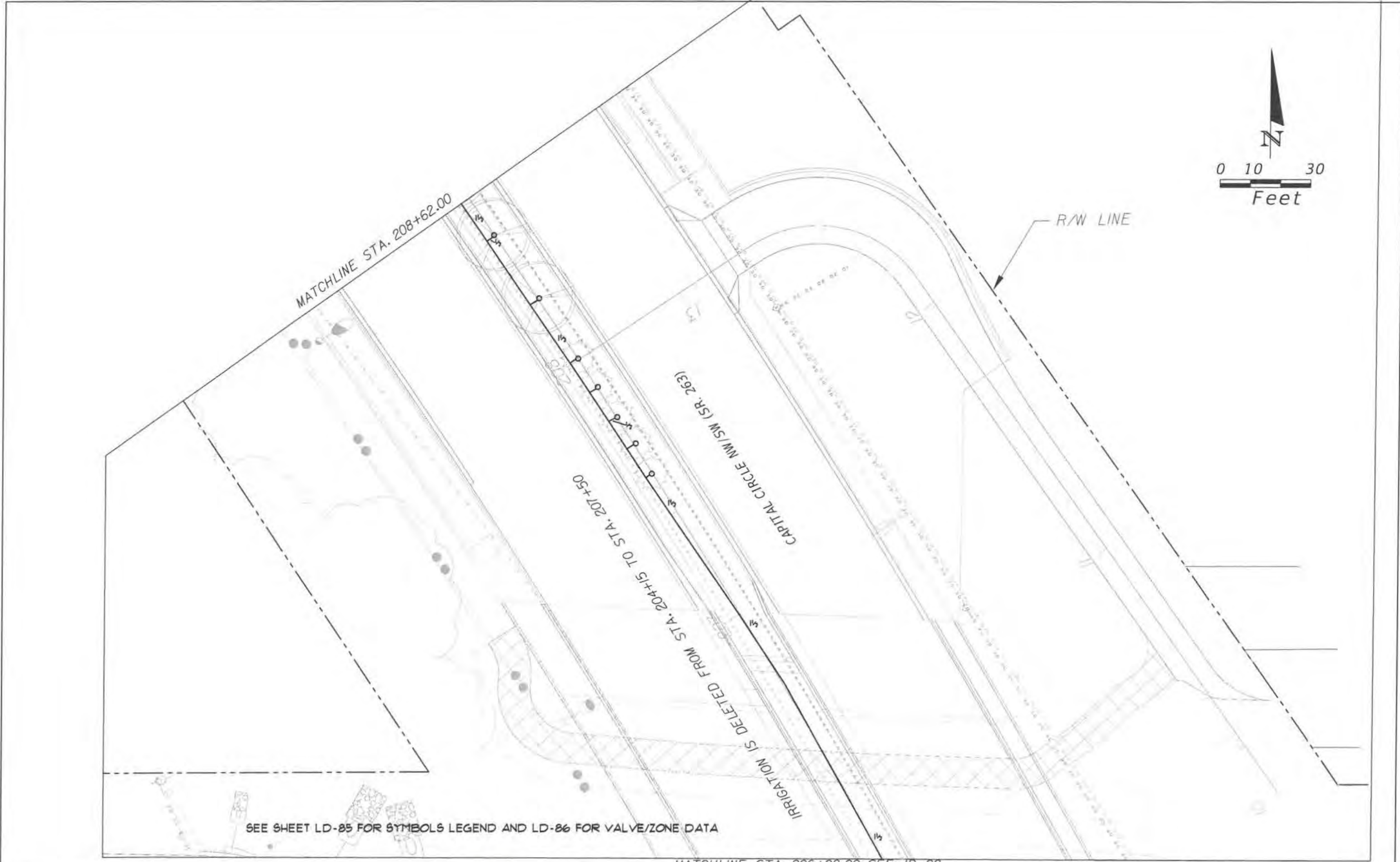
Page 456 of 1369

CITY OF TALLAHASSEE - LEON COUNTY INTERGOVERNMENTAL AGENCY & BEYOND		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

**IRRIGATION PLAN**  
**CAPITAL CIRCLE NW/SW**

SHEET NO.
LD-68

Posted June 11, 2018



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

**ATKINS**  
2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24  
Bruce W. Brodsky, R.L.A., LEED AP

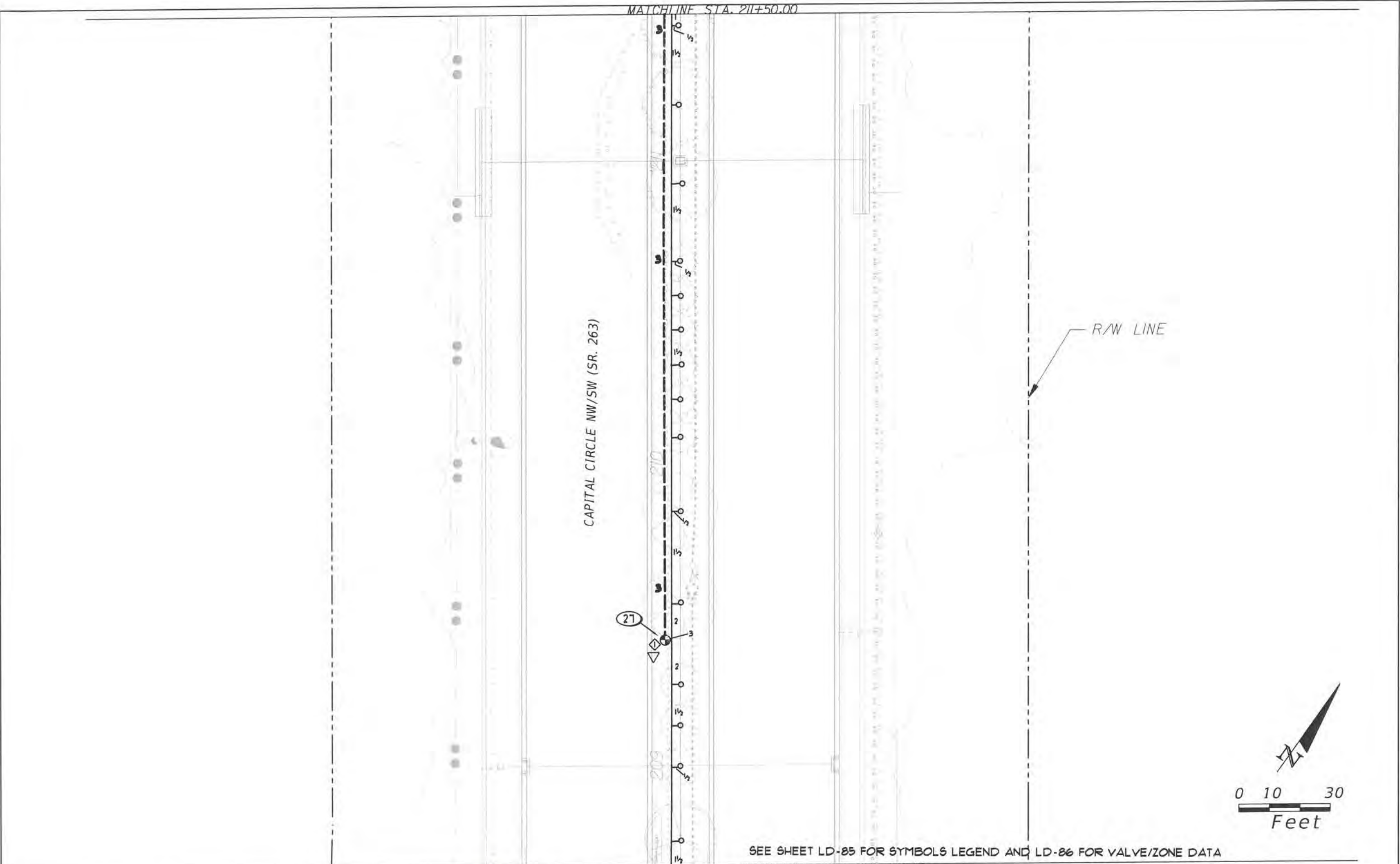
BLUEPRINT 2000 INTERGOVERNMENTAL AGENCY & BEYOND		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

**IRRIGATION PLAN**  
**CAPITAL CIRCLE NW/SW**

SHEET NO.
LD-69

Posted June 11, 2018





SEE SHEET LD-85 FOR SYMBOLS LEGEND AND LD-86 FOR VALVE/ZONE DATA

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

**ATKINS**  
2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24  
Bruce W. Brodsky, R.L.A. 00001758

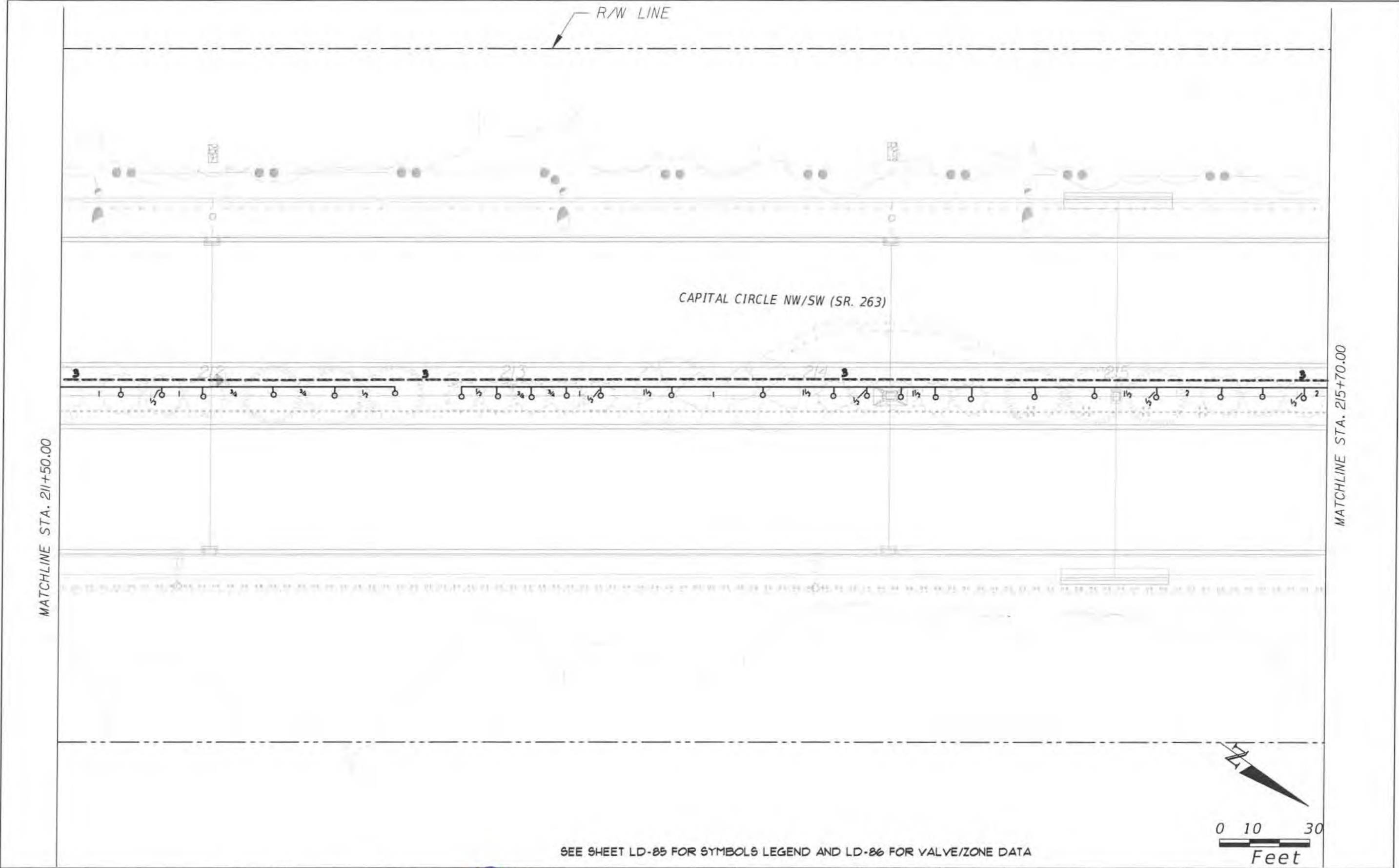
Page 458 of 1369

CITY OF TALLAHASSEE - LEON COUNTY BLUEPRINT 2000 INTERGOVERNMENTAL AGENCY & BEYOND		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

IRRIGATION PLAN  
CAPITAL CIRCLE NW/SW

SHEET NO.  
LD-70

Posted June 11, 2018



SEE SHEET LD-85 FOR SYMBOLS LEGEND AND LD-86 FOR VALVE/ZONE DATA

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

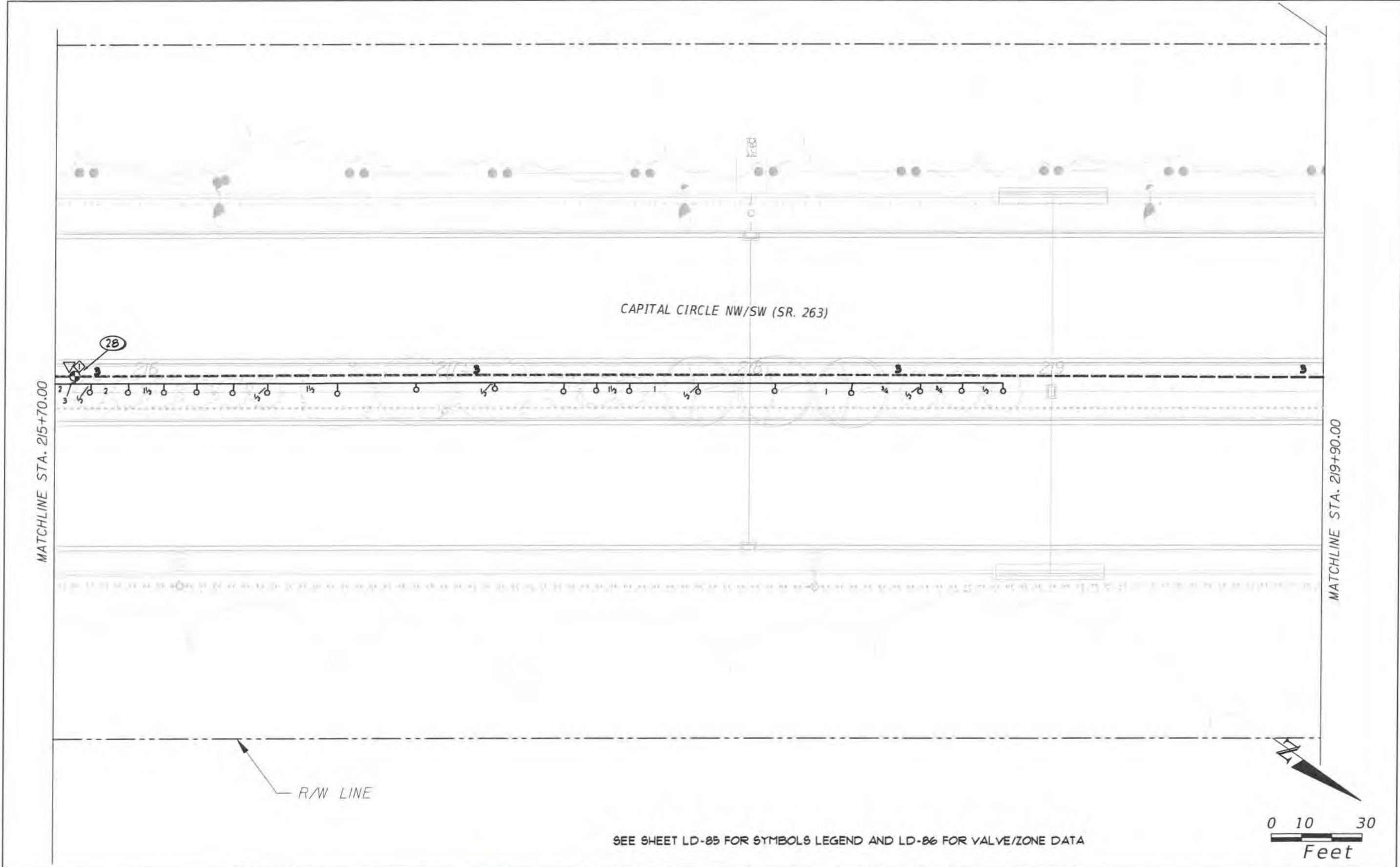
**ATKINS**

2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24  
Bruce W. Brodsky, R.L.A. License No. 1745

CITY OF TALLAHASSEE - LEON COUNTY INTERGOVERNMENTAL AGENCY & BEYOND		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

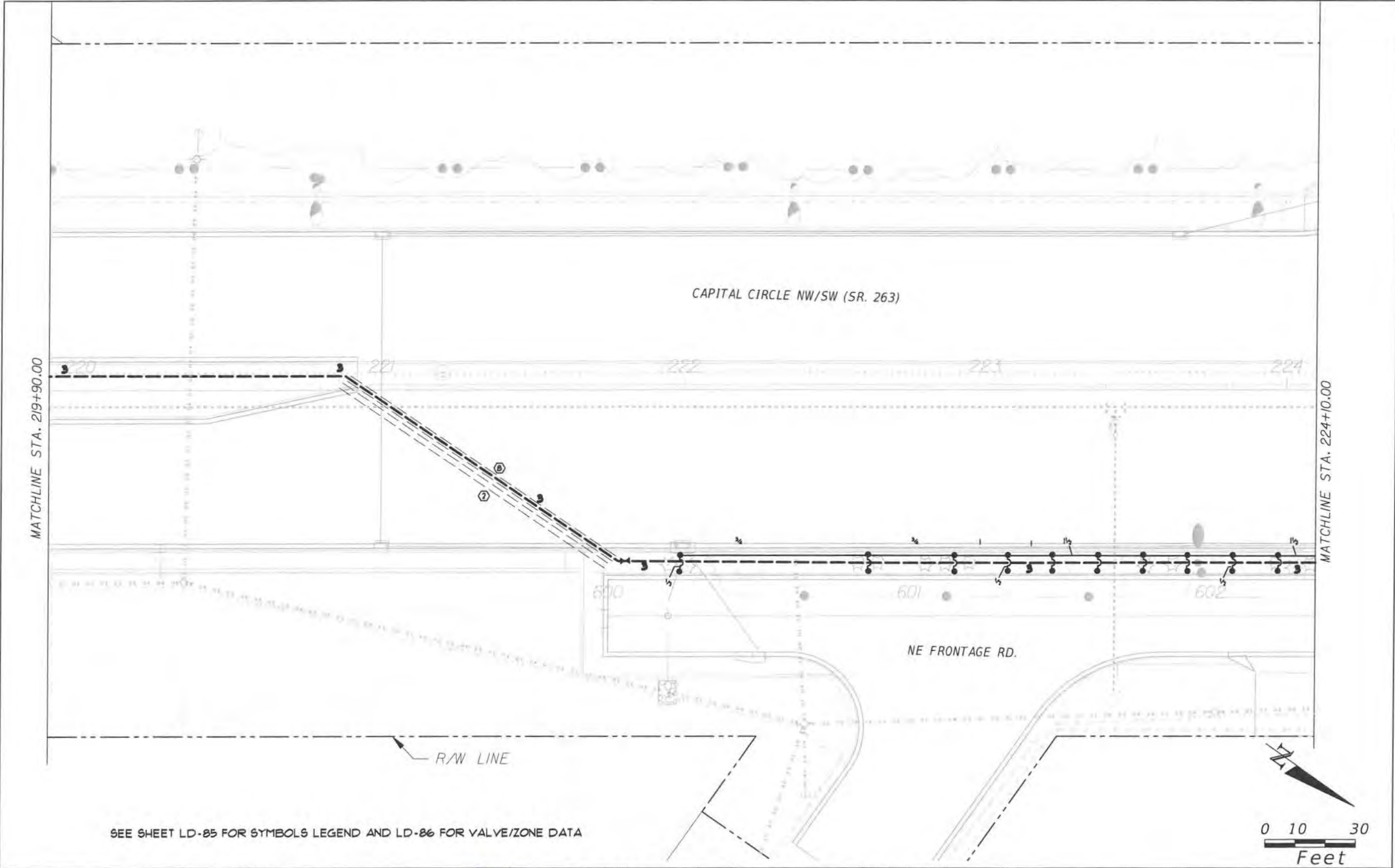
**IRRIGATION PLAN**  
**CAPITAL CIRCLE NW/SW**

SHEET NO.
LD-71

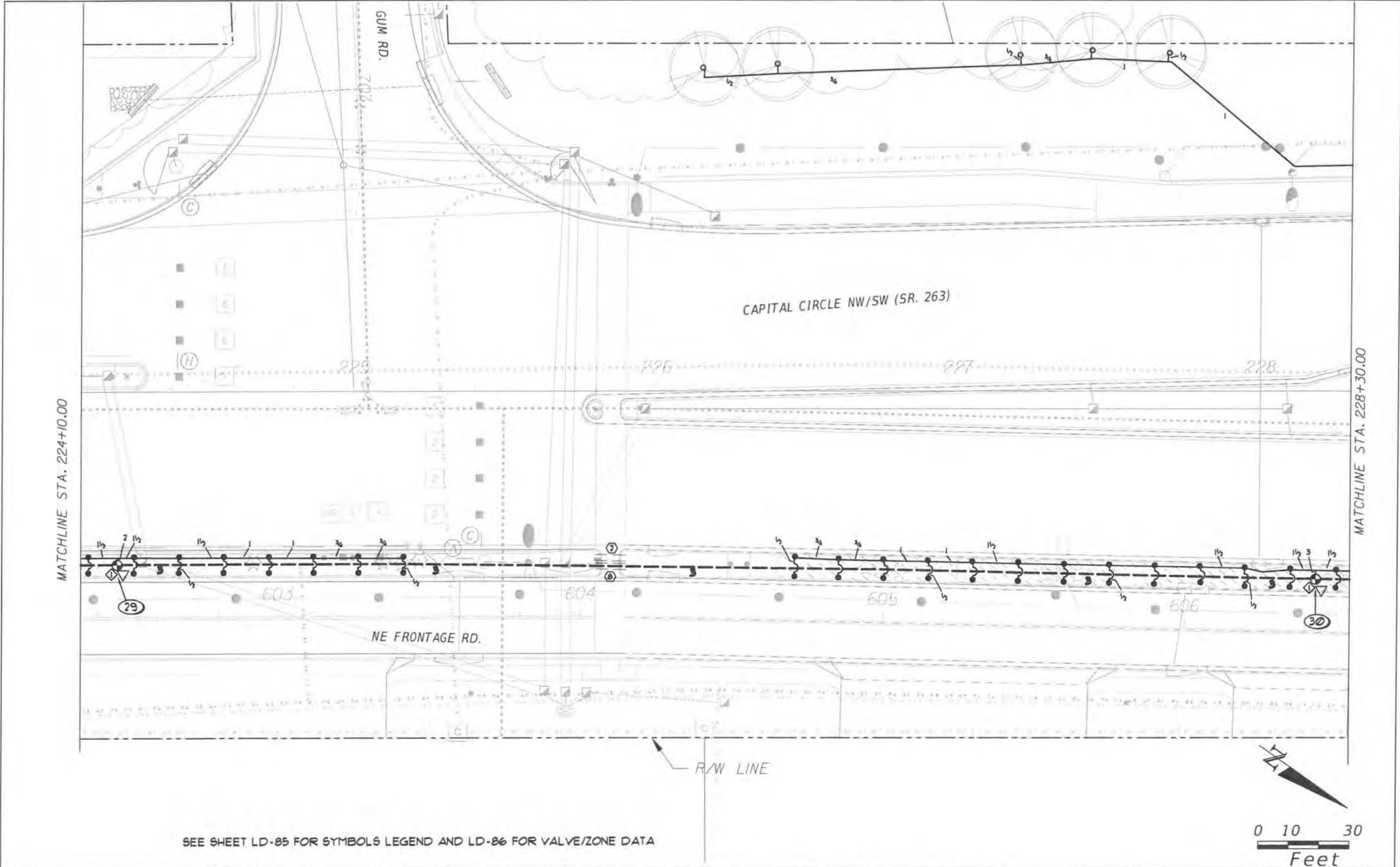


REVISIONS						ATKINS	BLUEPRINT INTERGOVERNMENTAL AGENCY & BEYOND	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	IRRIGATION PLAN CAPITAL CIRCLE NW/SW	SHEET NO. LD-72
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION							
						2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 24 Bruce W. Brodsky, R.L.A. LEON 415782-7-58-01 415782-8-58-01		263	LEON			



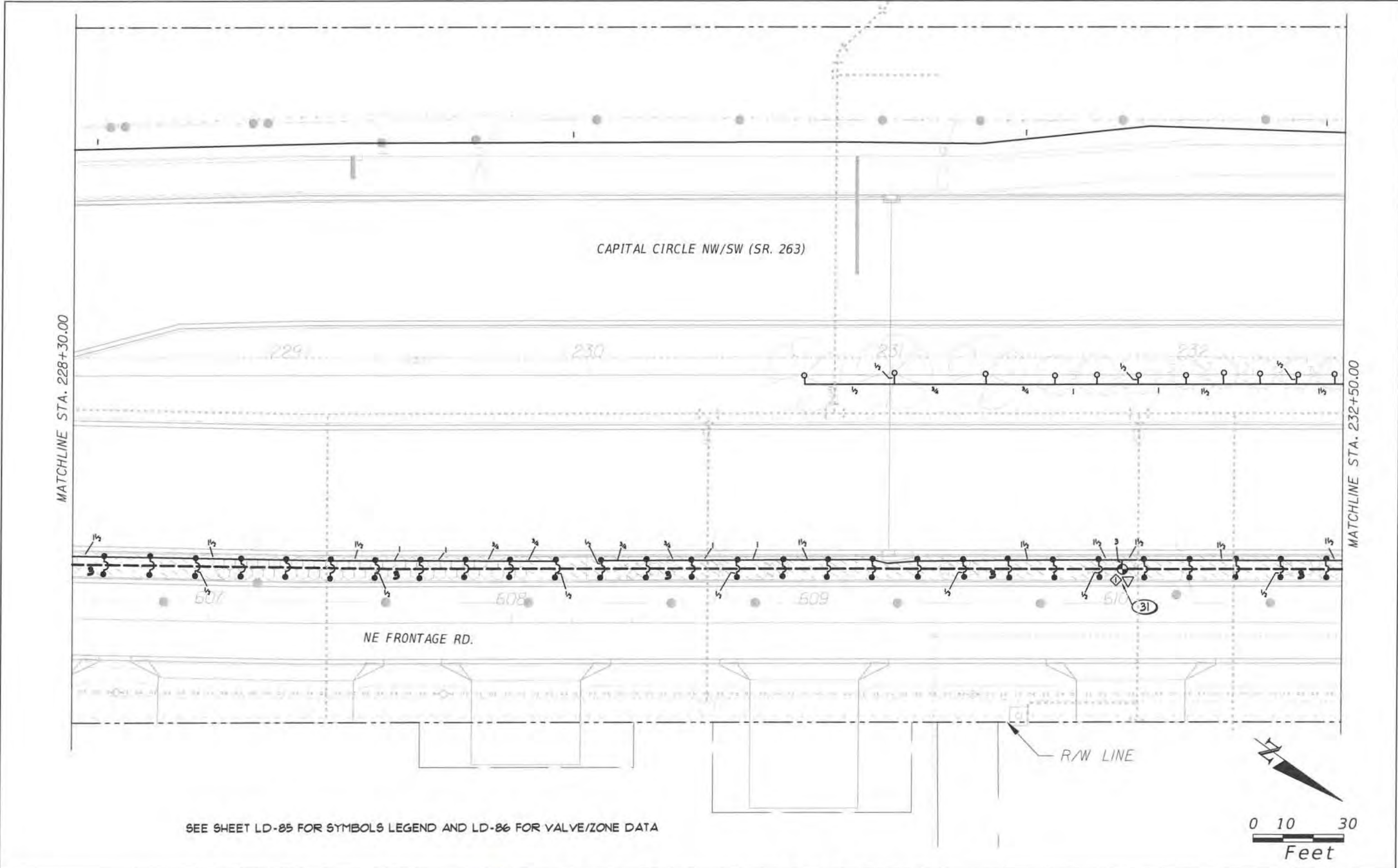


REVISIONS						ATKINS	BLUEPRINT 2000 INTERGOVERNMENTAL AGENCY & BEYOND	CITY OF TALLAHASSEE - LEON COUNTY	IRRIGATION PLAN CAPITAL CIRCLE NW/SW	SHEET NO.  LD-73
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION					
						2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 24 Bruce W. Brodsky, R.L.A. 140001742	ROAD NO. 263	COUNTY LEON	FINANCIAL PROJECT ID 415782-7-58-01 415782-8-58-01	

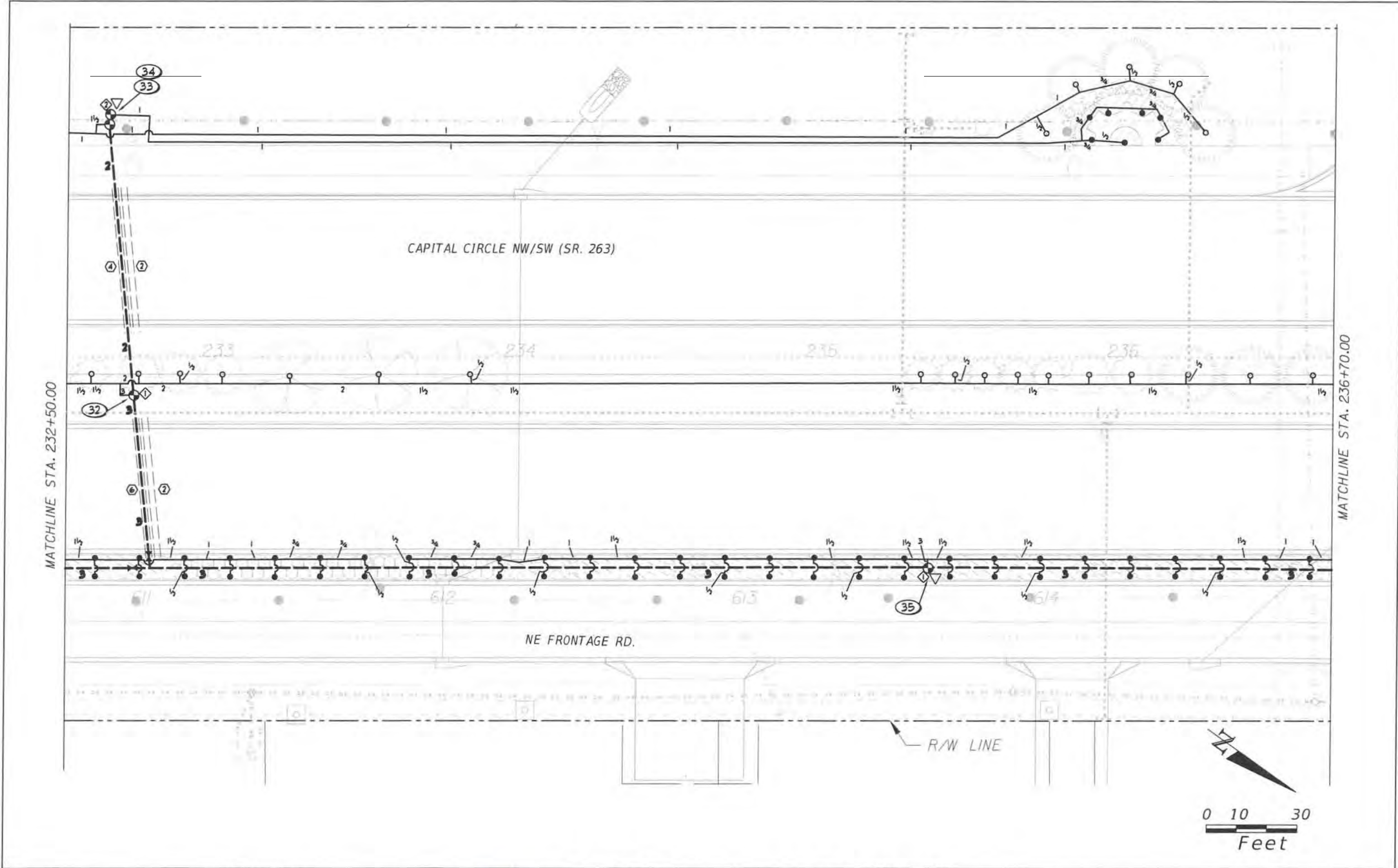


REVISIONS						DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	ATKINS	BLUEPRINT INTERGOVERNMENTAL AGENCY & BEYOND	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	IRRIGATION PLAN CAPITAL CIRCLE NW/SW	SHEET NO. LD-74
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION													
												2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 24 Bruce W. Brodsky, R.L.A. LEON 174		263	LEON	415782-7-58-01 415782-8-58-01		



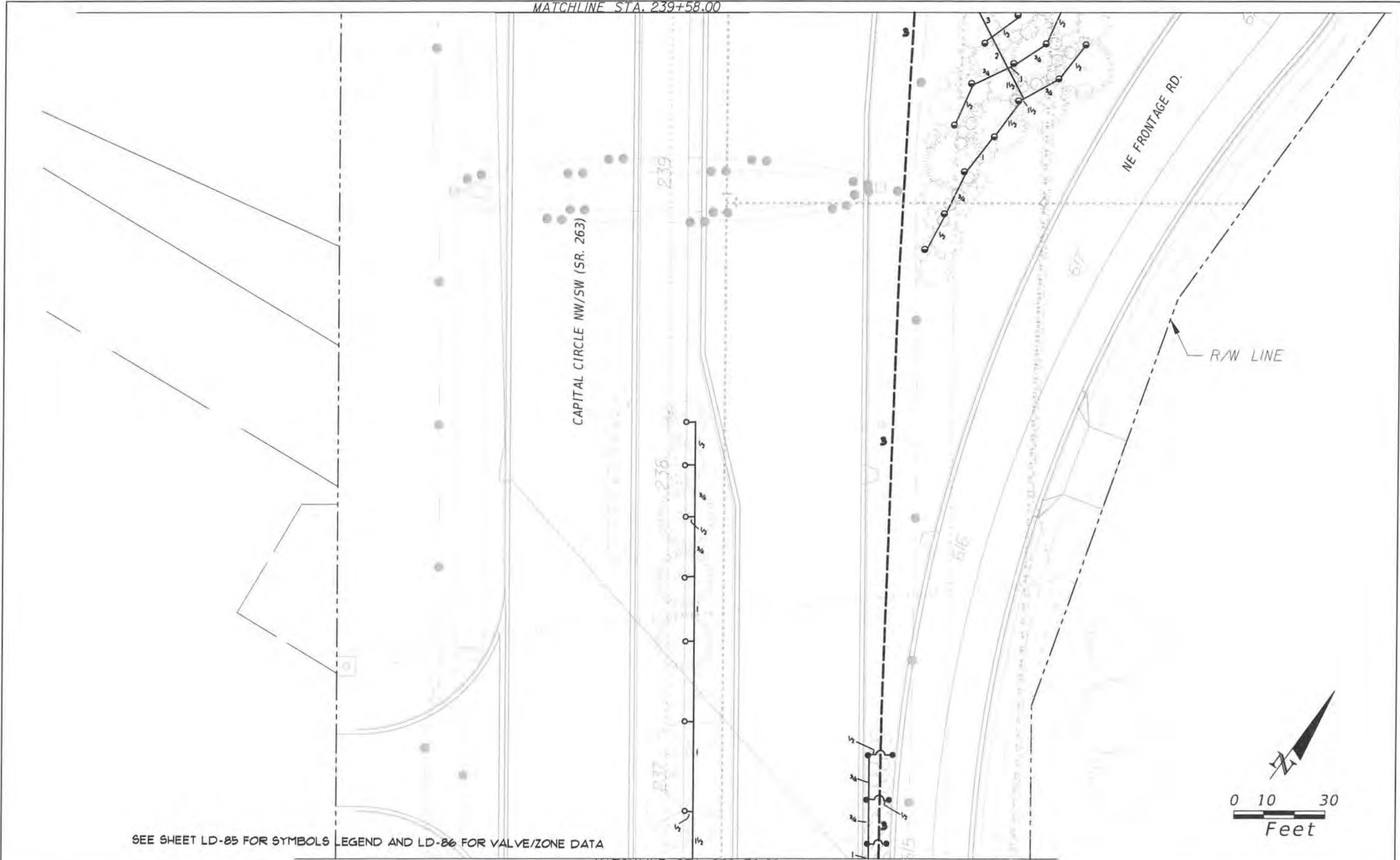


REVISIONS						DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 24 Bruce W. Brodsky, R.L.A. Page 463 of 1369	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	IRRIGATION PLAN CAPITAL CIRCLE NW/SW	SHEET NO. LD-75
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION												
													263	LEON	415782-7-58-01 415782-8-58-01		



REVISIONS						<b>ATKINS</b> 2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 24 Bruce W. Brodsky, R.L.A. 12001746	<b>CITY OF TALLAHASSEE - LEON COUNTY</b> <b>BLUEPRINT 2000</b> INTERGOVERNMENTAL AGENCY & BEYOND ROAD NO. COUNTY FINANCIAL PROJECT ID 263 LEON 415782-7-58-01 415782-8-58-01	IRRIGATION PLAN CAPITAL CIRCLE NW/SW		SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION					LD-76
										Posted June 11, 2018





SEE SHEET LD-85 FOR SYMBOLS LEGEND AND LD-86 FOR VALVE/ZONE DATA

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

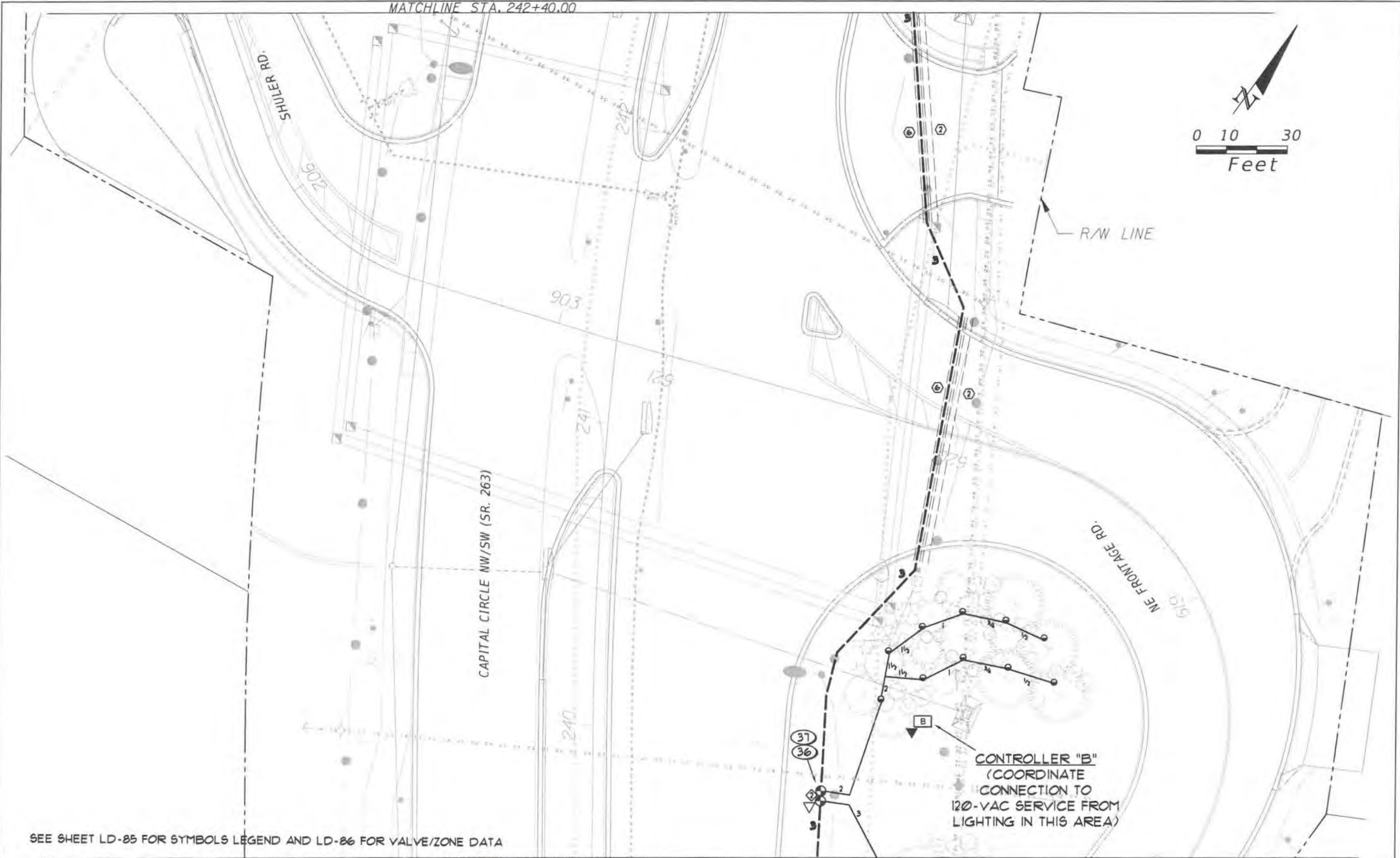
**ATKINS**  
2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24  
Bruce W. Brodsky, R.L.A. License No. 17173

BLUEPRINT 2000 INTERGOVERNMENTAL AGENCY & BEYOND		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

**IRRIGATION PLAN**  
**CAPITAL CIRCLE NW/SW**

SHEET NO.  
**LD-77**





SEE SHEET LD-85 FOR SYMBOLS LEGEND AND LD-86 FOR VALVE/ZONE DATA

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

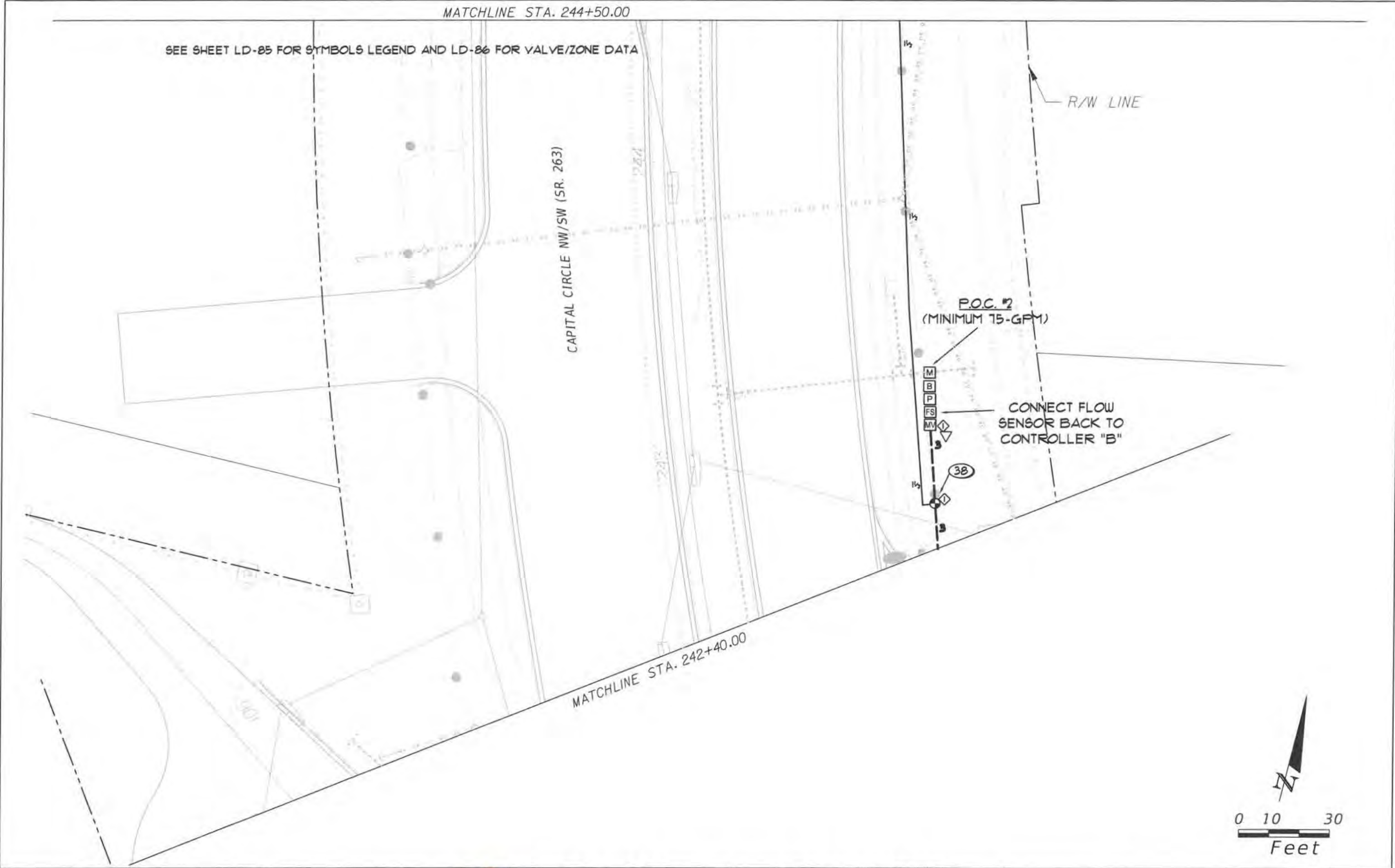
**ATKINS**  
2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
FBPE Certificate of Authorization No. 24  
Bruce W. Brodsky, R.L.A., L.P. 14124

BLUEPRINT 2000 & BEYOND INTERGOVERNMENTAL AGENCY		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

**IRRIGATION PLAN**  
**CAPITAL CIRCLE NW/SW**

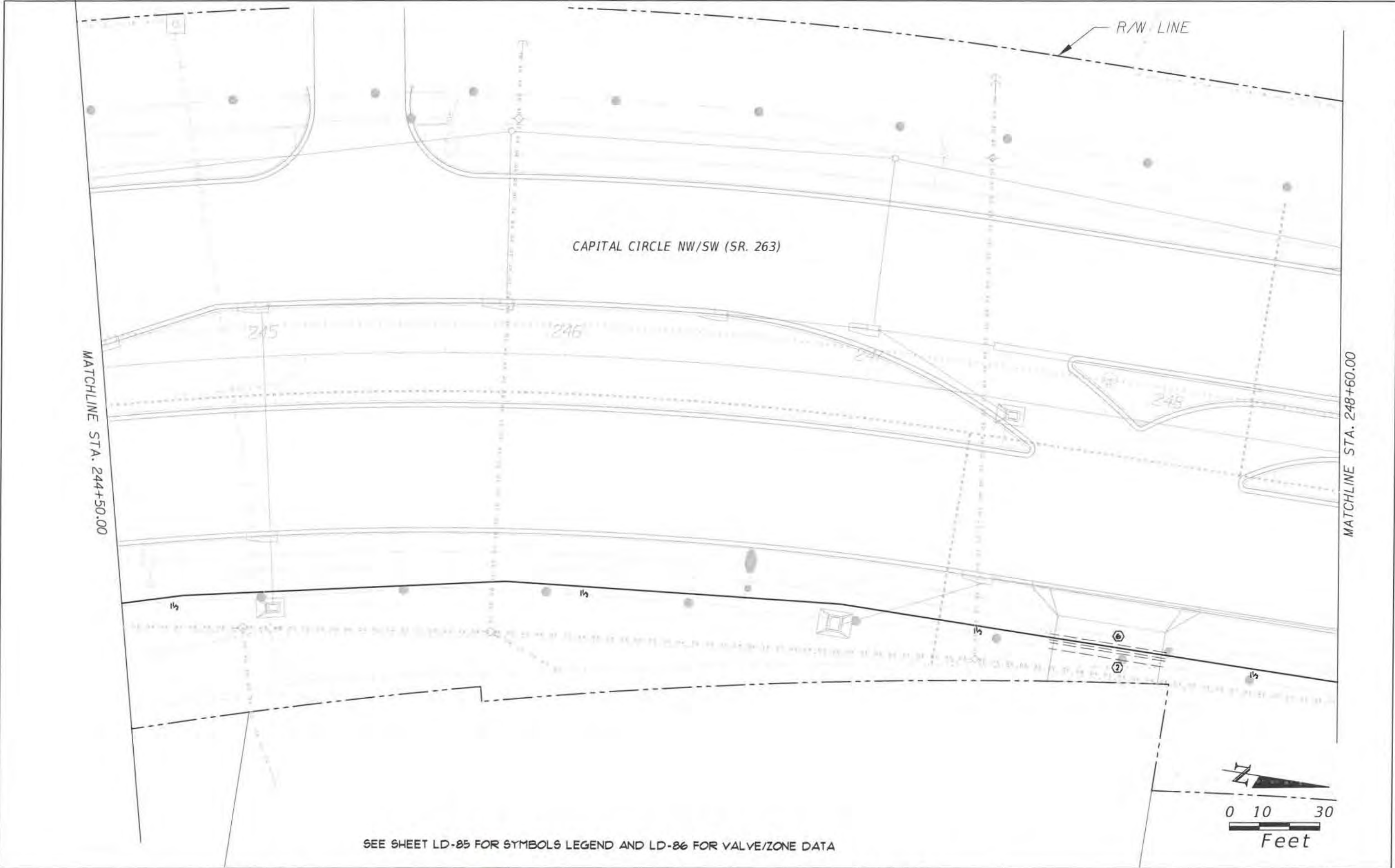
SHEET NO.
LD-78

Posted June 11, 2018



REVISIONS						<b>ATKINS</b> 2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 24 Bruce W. Brodsky, R.L.A. 140001742	<b>BLUEPRINT 2000</b> INTERGOVERNMENTAL AGENCY & BEYOND ROAD NO. COUNTY FINANCIAL PROJECT ID 263 LEON 415782-7-58-01 415782-8-58-01	IRRIGATION PLAN CAPITAL CIRCLE NW/SW		SHEET NO. LD-79
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION					





REVISIONS						DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 24 Bruce W. Brodsky, R.L.A. L10001742	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	IRRIGATION PLAN CAPITAL CIRCLE NW/SW	SHEET NO. LD-80
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION												
													263	LEON	415782-7-58-01 415782-8-58-01		

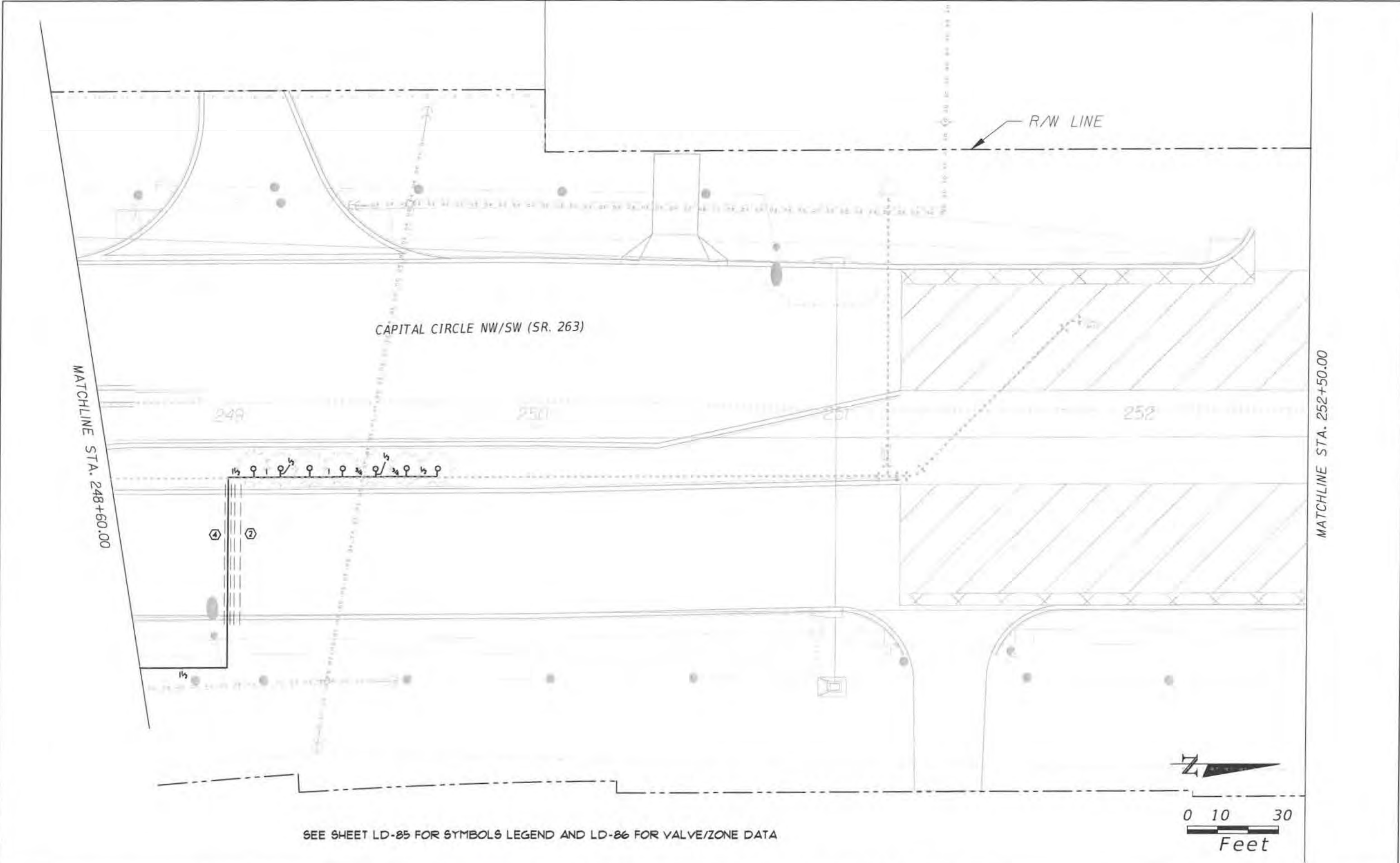
**ATKINS**

**BLUEPRINT 2000**  
INTERGOVERNMENTAL AGENCY & BEYOND

IRRIGATION PLAN  
CAPITAL CIRCLE NW/SW

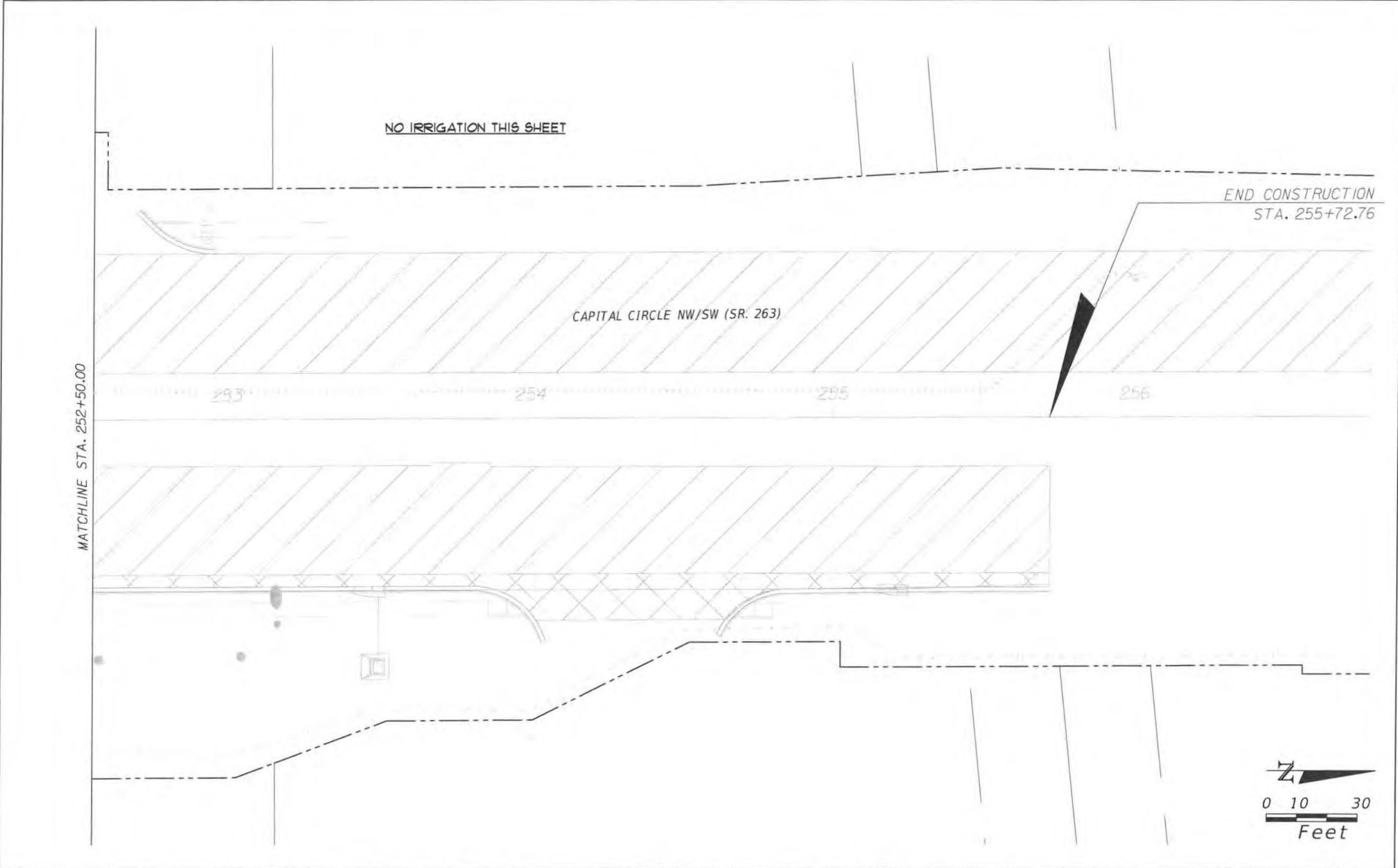
SHEET NO.

LD-80



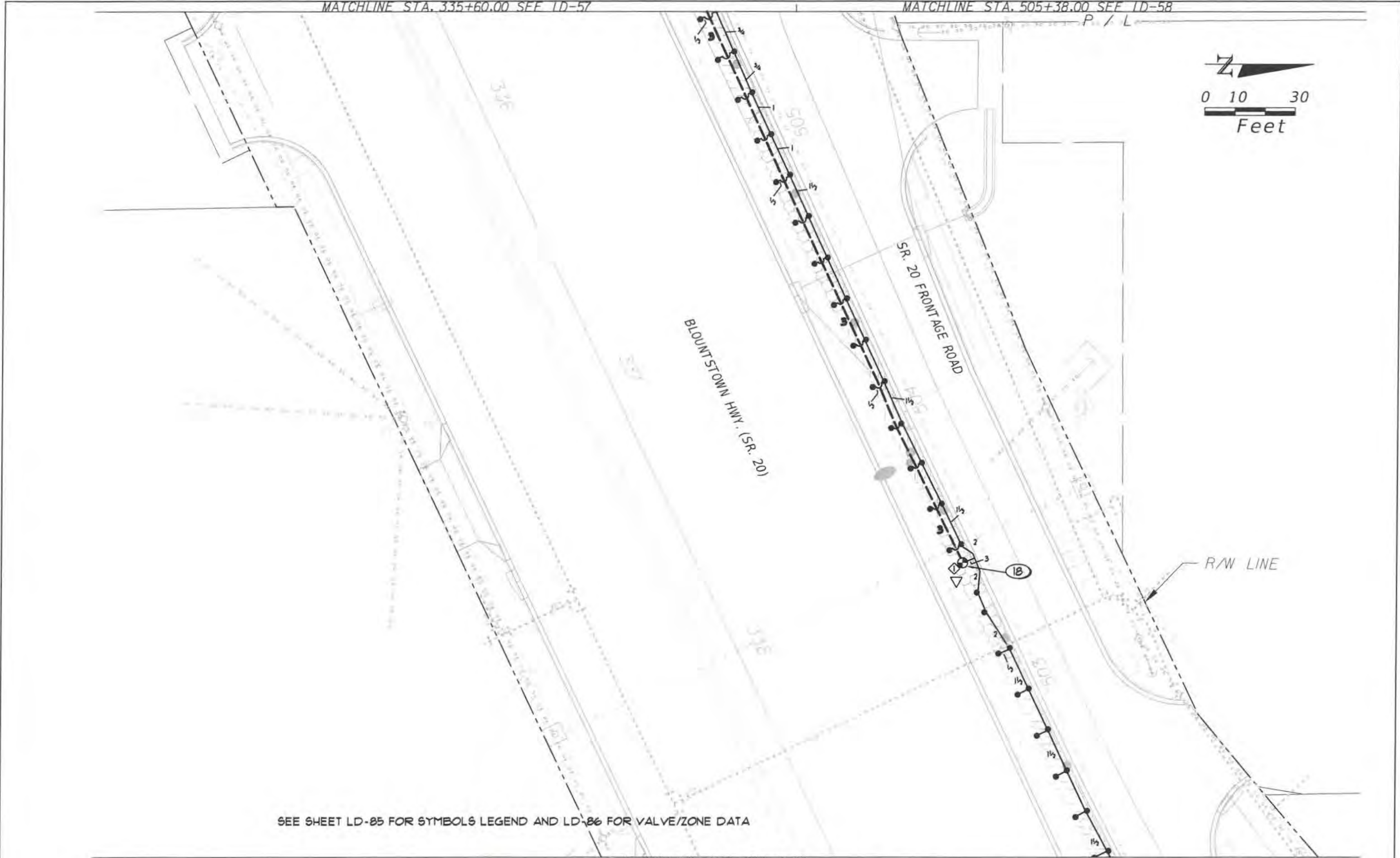
REVISIONS						<b>ATKINS</b> 2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 24 Bruce W. Brodsky, R.L.A., LA0001742	<b>BLUEPRINT</b> INTERGOVERNMENTAL AGENCY 2006 & BEYOND ROAD NO. COUNTY FINANCIAL PROJECT ID 263 LEON 415782-7-58-01 415782-8-58-01	IRRIGATION PLAN CAPITAL CIRCLE NW/SW		SHEET NO. LD-81
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION					





REVISIONS						ATKINS	BLUEPRINT INTERGOVERNMENTAL AGENCY & BEYOND	IRRIGATION PLAN CAPITAL CIRCLE NW/SW		SHEET NO.  LD-82
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION					
						2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 24 Bruce W. Brodsky, R.L.A. 12001774	ROAD NO. 263	COUNTY LEON	FINANCIAL PROJECT ID 415782-7-58-01 415782-8-58-01	Posted June 11, 2018

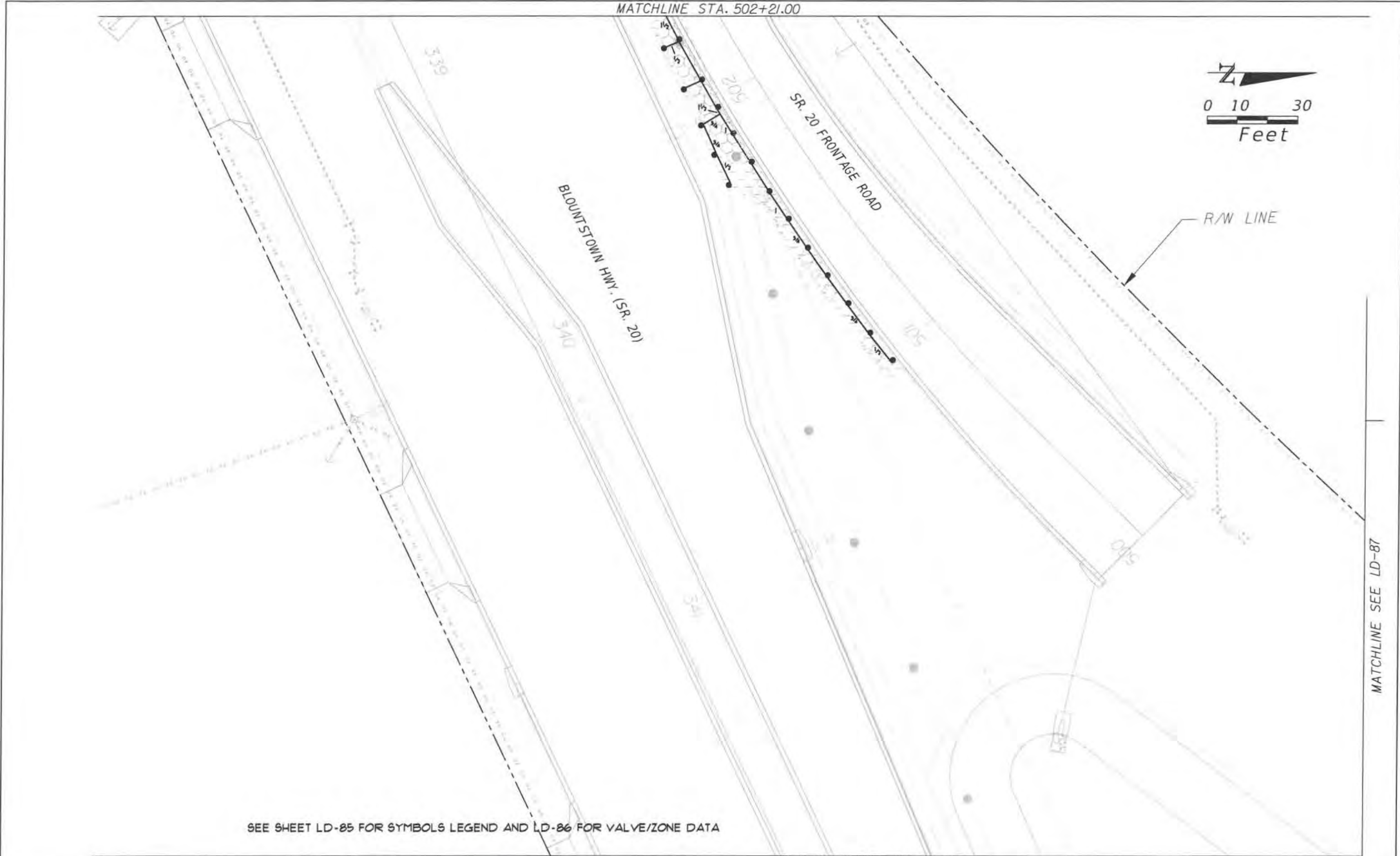




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DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	
						LD-83

<b>ATKINS</b> 2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 24 Bruce W. Brodsky, R.L.A. LD001714		<b>BLUEPRINT 2000</b> INTERGOVERNMENTAL AGENCY & BEYOND ROAD NO. 263 COUNTY LEON FINANCIAL PROJECT ID 415782-7-58-01 415782-8-58-01		<b>IRRIGATION PLAN</b> <b>SR 20 FRONTAGE ROAD</b>	
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Bruce W. Brodsky, R.L.A. LP000174

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BLUEPRINT 2000 INTERGOVERNMENTAL AGENCY & BEYOND		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

**IRRIGATION PLAN**  
**SR 20 FRONTAGE ROAD**

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SHEET NO.
LD-84



IRRIGATION SYMBOLS LEGEND	
•	HUNTER PROS-12-PRS30-CV 12" HI-POP SPRAY HEAD, FLUSH MOUNT ON P.E. SWING JOINT
◉	HUNTER PROS-12-PRS30-CV 12" HI-POP SPRAY HEAD, MOUNTED IN SCH.40 PVC RISER
◊	2-EA. HUNTER PCB-10 1.0-GPM P.C. BUBBLER HEAD FOR TREES
✂	DOMESTIC MAKE PUSH-ON I.B.B.M. GATE VALVE, WITH 2" OPERATING NUT, INSTALLED WITH PIPE RESTRAINTS
MV	HUNTER IBV-30IG 3" BRASS MASTER VALVE
⊕	HUNTER ICV-FS-AS-ADJ SOLENOID ZONE VALVE, SIZE AS NOTED, WITH ADJUSTABLE PRESSURE PILOT
P	CLAYTON 2" FLANGED PRESSURE-REDUCING VALVE, SET TO 75-PSI
M	APPROVED 2" FLANGED DOMESTIC WATER METER (75-GPM MINIMUM)
FS	HUNTER HFS FLOW SENSOR MODULE WITH FCT-308 TEE HOUSING
B	APPROVED 3" REDUCED-PRESSURE BACKFLOW PREVENTER, WITH GATES
A	HUNTER ACC-99D-PP PRIMARY SATELLITE CONTROLLER, WITH E.T. MODULE, GPRS CELLULAR AND RAD3 RADIO
B	HUNTER ACC-99D-PP SECONDARY SATELLITE CONTROLLER, WITH RAD3 RADIO
◇	HUNTER ICD-100 SINGLE-STATION DECODER
◇	HUNTER ICD-200 DUAL-STATION DECODER
◇	HUNTER ICD-400 QUAD-STATION DECODER
▼	CONTROLLER GROUNDING NETWORK, INTENSIVE EXPOSURE
▽	DECODER GROUNDING NETWORK, MODERATE EXPOSURE
-----	SCH.40 SOLVENT-WELD PVC MAINLINE PIPE, SIZE AS INDICATED
—————	PR-200 SOLVENT-WELD PVC LATERAL PIPING, SIZE AS INDICATED (NO 2½" OR 1¼" PIPE PERMITTED)
⊗	PVC PAVEMENT SLEEVES (DIAGRAMMATIC - SHOWN ON PRIOR DRAWINGS AND ON OTHER TRADES)

IMPORTANT NOTE!  
THE USE HEREIN AND ELSEWHERE IN THE DOCUMENTS OF SPECIFIC MAKES AND MODELS OF EQUIPMENT IS BECAUSE THE OWNER HAS IN PLACE A GLOBAL CONTROL SYSTEM, FOR WHICH COMPATIBILITY WITH THIS PROJECT MUST BE MAINTAINED, AND AN EXISTING REPLACEMENT PARTS INVENTORY FOR OTHER PRODUCTS NOT RELATED TO THE CONTROL SYSTEM. OTHER SPECIFICS HAVE BEEN USED TO ILLUSTRATE REQUIRED FEATURES AND PERFORMANCES. CONSIDERATION WILL BE GIVEN FOR APPROVED COMPETITIVE MATERIALS MEETING OR EXCEEDING THE INDICATED ITEMS WHEN COMPATIBILITY WITH EXISTING INVENTORY AND/OR INFRASTRUCTURE IS NOT AN ISSUE.



### VALVE INFORMATION - CONTROLLER "A"

VALVE NUM.	VALVE SZ.	VALVE GPM	TYPE OF SPRINKLER	NOMINAL PRECIP RT.	DECODER I.D. NUMBER (SEE BELOW)
1	2"	62	SHRUB SPRAY	1.60	
2	2"	67	SHRUB SPRAY	1.60	
3	1½"	30	BUBBLER	N/A	
4	1½"	45	SHRUB/BUB MIX	1.60	
5	2"	68	BUBBLER	N/A	
6	2"	73	SHRUB/BUB MIX	1.60	
7	2"	62	SHRUB SPRAY	1.60	
8	2"	65	SHRUB SPRAY	1.60	
9	2"	71	SHRUB SPRAY	1.60	
10	2"	67	SHRUB SPRAY	1.60	
11	1"	10	BUBBLER	N/A	
12	1"	7	SHRUB SPRAY	1.60	
13	2"	62	BUBBLER	N/A	
14	1"	22	SHRUB SPRAY	1.60	
15	2"	70	SHRUB SPRAY	1.60	
16	2"	65	SHRUB SPRAY	1.60	
17	2"	73	SHRUB SPRAY	1.60	
18	2"	75	SHRUB SPRAY	1.60	
19	--	--	DELETED	--	
20	1"	22	BUBBLER	N/A	
21	1"	24	SHRUB SPRAY	1.60	
22	1½"	48	BUBBLER	N/A	
23	2"	75	SHRUB SPRAY	1.60	
24	2"	75	SHRUB SPRAY	1.60	
25	1"	20	BUBBLER	N/A	

### VALVE INFORMATION - CONTROLLER "B"

[illegible]

(DECODER I.D.'S TO BE RECORDED BY INSTALLER FOR AS-BUILTS)

REVISIONS						CITY OF TALLAHASSEE - LEON COUNTY			BLUEPRINT INTERGOVERNMENTAL AGENCY & BEYOND		IRRIGATION VALVE/ZONE DATA		SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID			CAPITAL CIRCLE NW/SW		11
						263	LEON	415782-7-58-01 415782-8-58-01			Posted June 11, 2018		6



GENERAL NOTES

1. THE DRAWINGS ARE TO BE CONSIDERED DIAGRAMMATIC, AS IT MAY NOT HAVE BEEN POSSIBLE TO ACCURATELY DEPICT THE EXACT LOCATIONS FOR ALL MATERIAL, OR ALL JOBSITE ELEMENTS. THE INSTALLER SHALL BE EXPECTED TO MAKE MINOR ADJUSTMENTS ON THE SITE AS NEEDED, IN ORDER TO MAINTAIN COMPLETE AND ACCURATE COVERAGE, AND MAINTAIN THE INTENT OF THE DESIGN. MODIFICATIONS WHICH INCREASE THE SPACING OF HEADS, OR DECREASE THE SIZING OF PIPE, SHALL NOT BE MADE WITHOUT PRIOR CONSENT OF THE PROJECT MANAGER. THE FINAL LOCATIONS FOR ALL MAJOR EQUIPMENT, INCLUDING CONTROLLERS, VALVES, SUPPLY CONNECTIONS, MAINLINES, ETC. SHALL BE DETERMINED IN THE FIELD, STAKED OUT BY THE CONTRACTOR, USING THE DRAWINGS AS A GUIDE, AND APPROVED PRIOR TO INSTALLATION.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH PREVAILING CODES AND REGULATIONS. ALTHOUGH DUE DILIGENCE HAS BEEN EXERCISED IN THE PREPARATION OF THE DOCUMENTS TO AVOID CONFLICTS, IT SHALL REMAIN THE RESPONSIBILITY OF THE INSTALLER FOR VERIFICATION AND CONFORMANCE TO THE PARTICULAR CODES FOR THIS LOCATION. THE INSTALLER SHALL OBTAIN ANY NECESSARY PERMITS, LOCATES, AND INSPECTIONS. MATERIALS AND METHODS SHALL COMPLY WITH F.D.O.T. STANDARDS.
3. ALL WORK SHALL BE CLOSELY COORDINATED WITH THAT OF OTHER TRADES, IN ORDER TO AVOID CONFLICTS. THE INSTALLATION SHALL BE COORDINATED WITH ALL NEW AND EXISTING IMPROVEMENTS, AND WITH THE ACTUAL INSTALLED BEDLINES AND PLANT LOCATIONS.
4. THE INSTALLER SHALL BE FAMILIAR WITH ALL APPLICABLE DOCUMENTS, INCLUDING ANY WRITTEN SPECIFICATIONS THAT MAY HAVE BEEN ISSUED. ANY CONFLICT FOUND BETWEEN THE VARIOUS DOCUMENTS SHALL BE SUBMITTED IN WRITING TO THE PROJECT MANAGER FOR DETERMINATION.
5. ALL MATERIAL AND LABOR NECESSARY TO PROVIDE A COMPLETE, FULLY OPERATIONAL, AND GUARANTEED SYSTEM SHALL BE CONSIDERED PART OF THE WORK, WHETHER OR NOT THEY ARE SPECIFICALLY INDICATED IN THE DOCUMENTS. THIS SHALL INCLUDE CONFORMANCE TO THE REQUIREMENTS AND RECOMMENDATIONS OF THE VARIOUS MANUFACTURERS OF THE EQUIPMENT, AND TO APPLICABLE TRAINING AND CERTIFICATION OF INSTALLATION PERSONNEL.
6. DATA FOR ALL MATERIALS SHALL BE SUBMITTED FOR APPROVAL (IN ACCEPTABLE FORMAT) PRIOR TO UTILIZATION ON THE PROJECT.
7. UNLESS SPECIFICALLY STATED TO THE CONTRARY, PIPING AND WIRING PASSING UNDER PAVED OR OTHER IMPERVIOUS SURFACES SHALL BE INSTALLED IN SLEEVING OF ADEQUATE SIZE AND STRENGTH. SIDEWALKS

AND DECKS AND TURF PAVERS SHALL REQUIRE SLEEVING, EVEN IF NOT SHOWN ON THE DRAWINGS. DATA/CONTROL WIRING MAY BE RUN WITHIN A LARGER SLEEVE WITH MAINLINE PIPING, BUT ONLY IF PROTECTED BY A SMALLER CONDUIT. WIRE MAY NOT BE TAPED TO THE MAINLINE IN LIEU OF THIS CONDUIT, AS ABRASION OF THE WIRE JACKET IS LIKELY TO OCCUR.

8. SLEEVES UNDER ROADS, PARKING AND DRIVEWAYS MAY BE THE RESPONSIBILITY OF OTHER THAN THE IRRIGATION CONTRACTOR (SUCH AS THE PAVING OR SITE CIVIL CONTRACTOR). CONSULT OTHER DOCUMENTS FOR ADDITIONAL INFORMATION. ANY NEEDED SLEEVE WHICH EITHER CANNOT BE FOUND OR IS DAMAGED BEYOND PRACTICAL USE SHALL BE REPORTED TO THE PROJECT MANAGER IMMEDIATELY, ALONG WITH RECOMMENDATIONS FOR CORRECTIVE ACTION. SLEEVES UNDER SIDEWALKS, DECKS, ETC. ARE NORMALLY INSTALLED BY THE IRRIGATION CONTRACTOR.
9. DATA/CONTROL WIRING SHALL BE INSTALLED IN 1" GRAY PVC SCH.40 CONDUIT, WITH SWEEP ELLS INTO VALVE BOXES, AND PULLBOXES INSTALLED WHEREVER VALVE SPACINGS EXCEED ACCEPTED DISTANCES. DATA/CONTROL WIRING SHALL BE ROUTED WITH THE MAINLINE WHENEVER POSSIBLE. DATA/CONTROL WIRING SHALL BE 12-GUAGE TWISTED PAIR, FROM HUNTER OR REGENCY ONLY, AND APPROVED BY HUNTER FOR USE WITH THE ACC39D 2-WIRE CONTROL SYSTEM. WIRE SPLICES FOR DATA AND VALVE WIRING SHALL BE HUNTER-APPROVED, AND SHALL BE USED ONLY IN VALVE BOXES OR JUNCTION/PULLBOXES.
10. THE HUNTER FIELD SERVICE REP SHALL BE CONSULTED IN ALL TECHNICAL MATTERS INVOLVING THE CONTROL SYSTEM, AND A LETTER FROM THE SERVICE REP SHALL BE PROVIDED AT HANDOFF, INDICATING COMPLIANCE WITH REQUIREMENTS AND RECOMMENDATIONS, AND ACTIVATION OF THE MANUFACTURER'S WARRANTY.
11. ALL SPRINKLER HEADS SHALL BE OF THE PROPER SIZE AND TYPE FOR THE LOCATION AND PLANT MATERIAL. HEADS SHALL BE INSTALLED IN THE PRESCRIBED MANNER, PLUMB, AND WITH THE PROPER HEIGHT WITH RESPECT TO GRADE AND/OR PLANT MATERIAL. ALL HEADS AND OTHER EQUIPMENT SHALL BE INSTALLED WITH ADEQUATE AND UNIFORM CLEARANCES FROM ALL PAVING, CURBS, SIDEWALKS, WALLS, AND OTHER OBSTACLES, SO THAT DAMAGE TO EQUIPMENT DOES NOT OCCUR DURING NORMAL LANDSCAPE MAINTENANCE OPERATIONS. ALL SPRINKLERS SHALL BE ADJUSTED TO OBTAIN OPTIMAL COVERAGE OF PLANT MATERIAL, WHILE MINIMIZING OVERSPRAY ONTO WINDOWS, WALLS PAVING OR OTHER IMPERVIOUS SURFACES, PARTICULARLY WOODWORK AND/OR TRIM. THE INSTALLER SHALL UTILIZE THE PROPER SPRAY NOZZLE PATTERN FOR THE LOCATION, AS WELL AS PRESSURE-COMPENSATING

REVISIONS						ATKINS 2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization No. 14914 Bruce W. Brodsky, R.L.A. LA0001742	CITY OF TALLAHASSEE - LEON COUNTY BLUEPRINT INTERGOVERNMENTAL AGENCY 2006 & BEYOND	ROAD NO. 263	COUNTY LEON	FINANCIAL PROJECT ID 415782-7-58-01 415782-8-58-01	IRRIGATION NOTES (1) CAPITAL CIRCLE NW/SW	SHEET NO. 11
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION							
												Posted June 11, 2018 7

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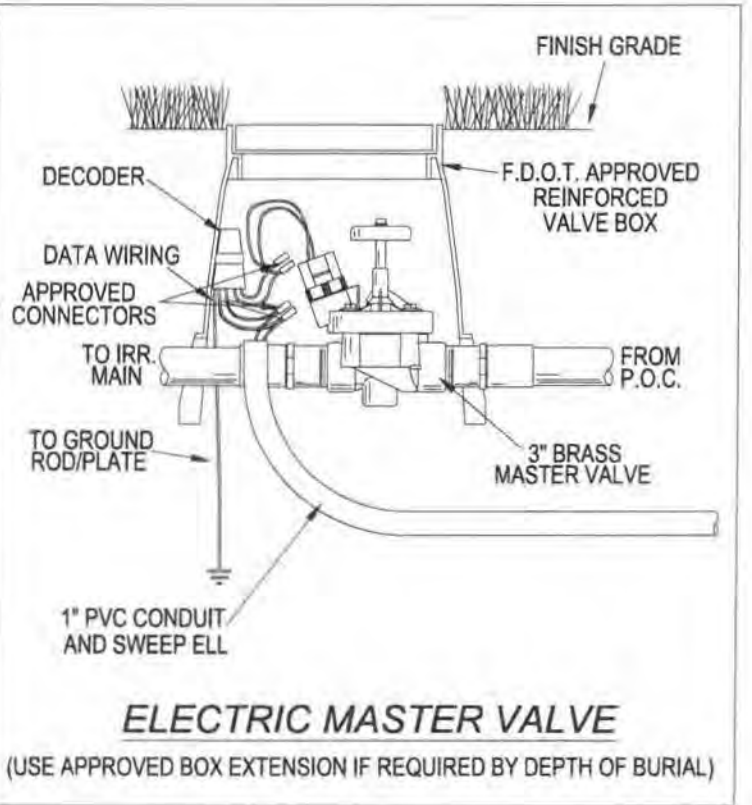
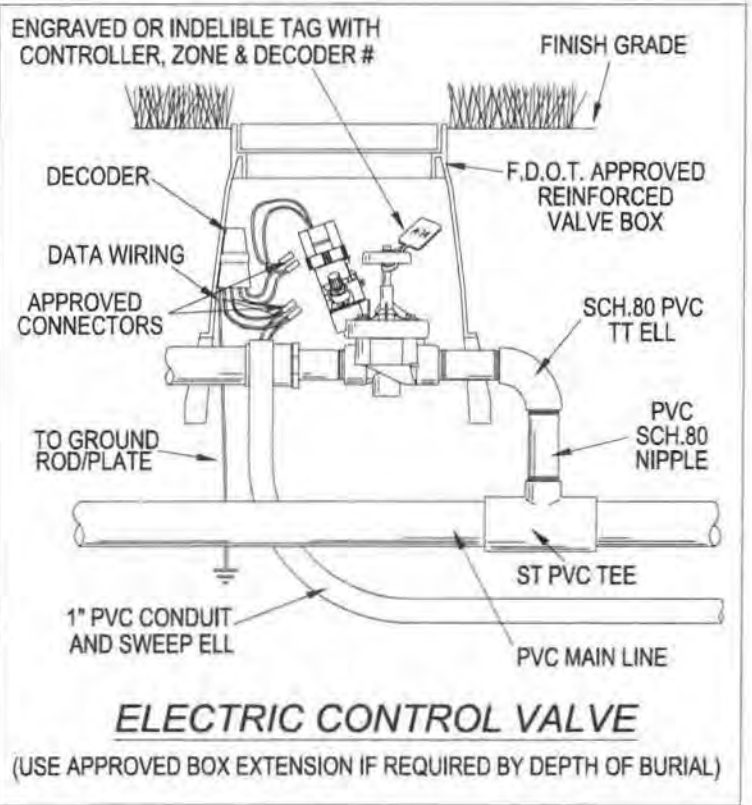
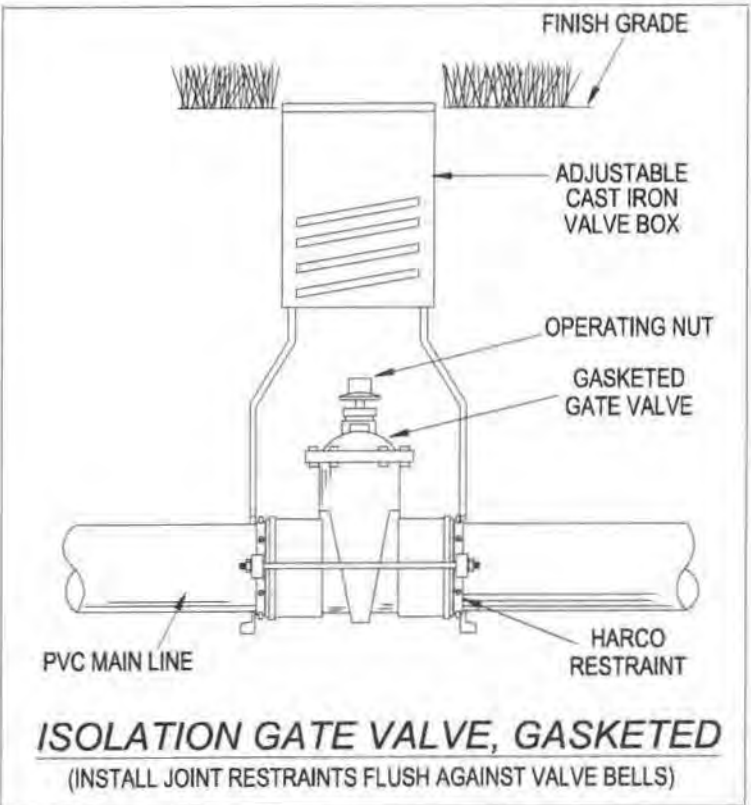
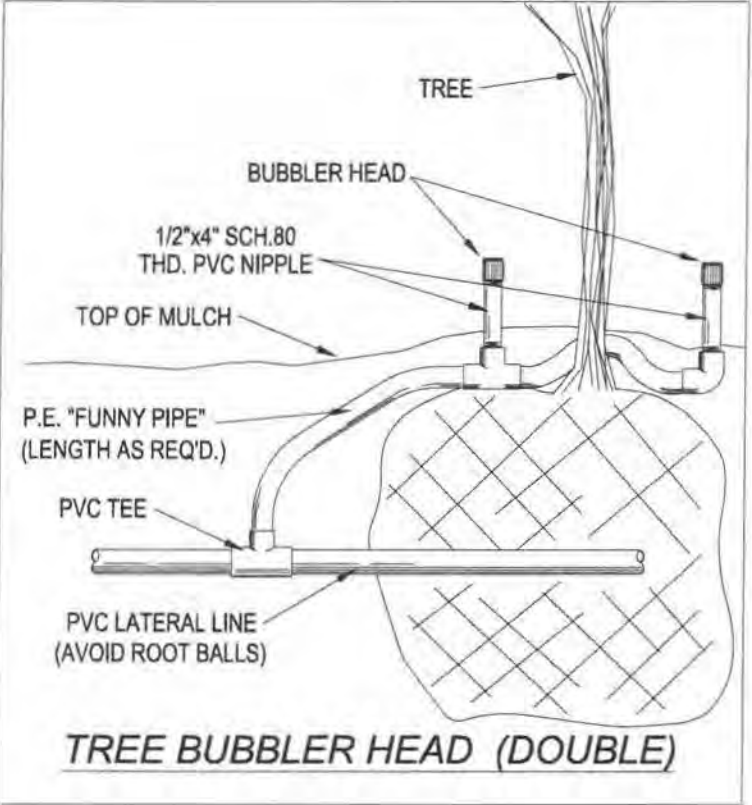
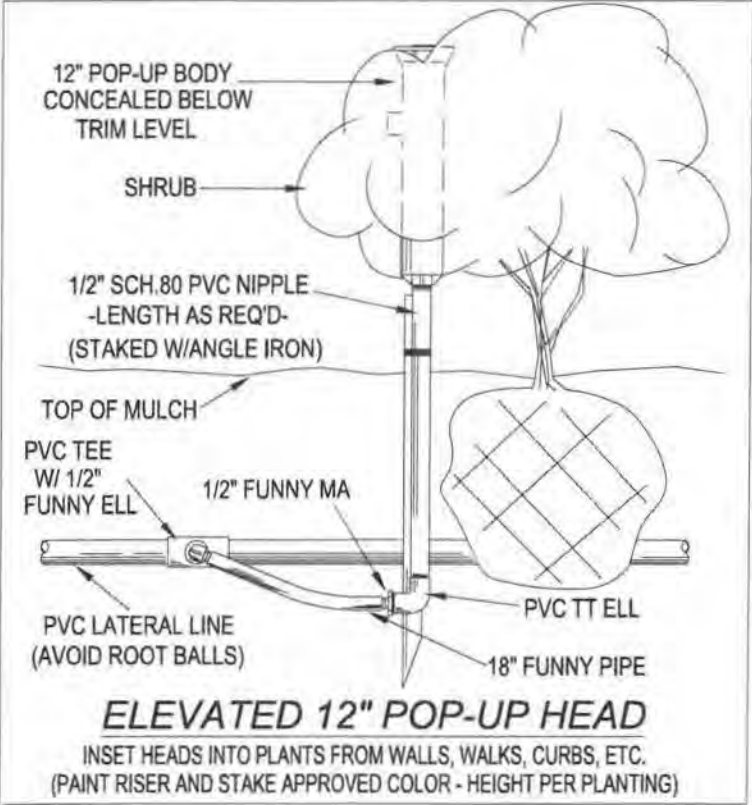
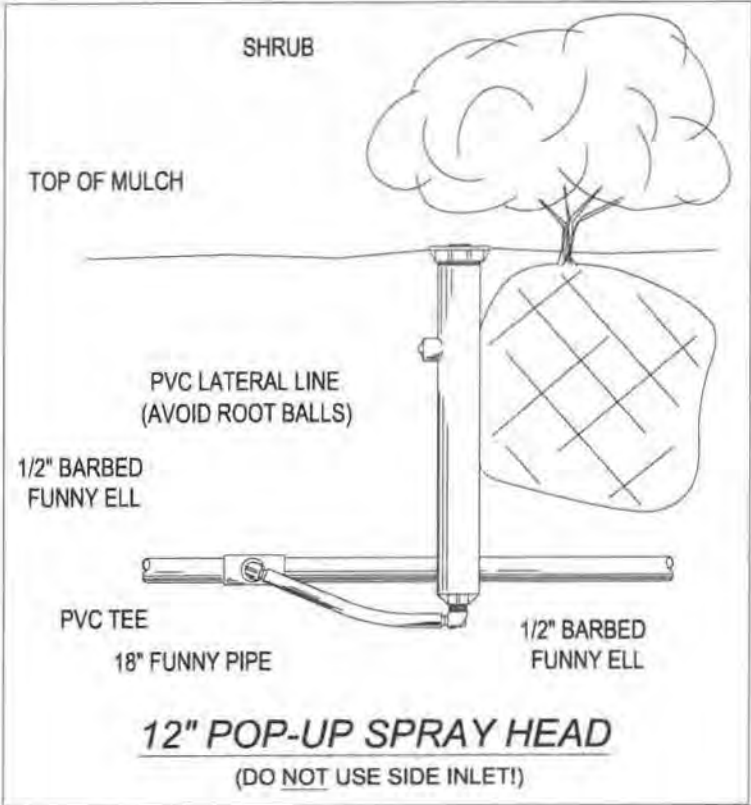
GENERAL NOTES, (CONT'D)

HEADS OR SCREENS, AND ADJUSTABLE-PATTERN NOZZLES WHERE A FIXED PATTERN IS NOT SUITABLE TO CONTROL COVERAGE OR OVERSPRAY.

12. RISER-MOUNTED HEADS SHALL BE INSTALLED WITHIN THE FIRST ROW OF PLANT MATERIAL, SO THAT THE HEAD IS PROTECTED AND CONCEALED BY THE MATERIAL. IT MAY BE REQUIRED TO RELOCATE HEADS NOT CONFORMING TO THIS STIPULATION AFTER PLANTS ARE INSTALLED. THIS SHALL BE DONE AT NO ADDITIONAL COST TO THE OWNER. RISERS SHALL BE STAKED AS SHOWN IN THE DETAILS, AND PAINTED A DURABLE FLAT COLOR TO BE AGREED UPON BY THE PARTIES.
13. THE INSTALLER SHALL PROVIDE AN APPROVED FACILITY BY WHICH THE SYSTEM MAY BE READILY DRAINED FOR MAINTENANCE OR FREEZE PROTECTION.
14. ALL PIPING SHALL BE INSTALLED WITH APPROVED METALIZED TRACER/WARNING TAPE, BEARING THE MARKINGS "IRRIGATION"
15. THERE ARE MULTIPLE CONTROLLERS IN USE ON THIS PROJECT. THERE SHALL BE NO CROSS-WIRING BETWEEN DIFFERENT CONTROLLERS.
16. THE CONTROLLERS SHALL REQUIRE STANDARD 120-VAC POWER FEEDS, WHICH SHALL BE COORDINATED BY THE INSTALLER, AND HOOKED UP BY A LICENSED ELECTRICIAN. IT IS PREFERRED THAT DEDICATED CIRCUITS BE PROVIDED FOR THESE CONNECTIONS. A 3-WIRE POWER INPUT SURGE ARRESTOR SHALL BE PROVIDED ON EACH POWER FEED, AND DEDICATED GROUND ROD/PLATE NETWORKS (SEE DETAIL) SHALL BE INSTALLED, HAVING A MEASURED EARTH GROUND RESISTANCE OF NOT GREATER THAN TEN (10) OHMS.
17. THE PRIMARY FIELD SATELLITE CONTROLLER SHALL BE EQUIPPED WITH HUNTER GPRS CELLULAR CAPABILITY, TO ENABLE THE SITE TO COMMUNICATE WITH THE OWNER'S EXISTING HUNTER I.M.S. COMPUTER SYSTEM. BOTH THE PRIMARY AND SECONDARY SATELLITE CONTROLLER SHALL BE EQUIPPED WITH HUNTER RAD-3 RADIO PACKAGES, TO FACILITATE COMMUNICATION WITH EACH OTHER.
18. THE PRIMARY FIELD SATELLITE CONTROLLER SHALL BE EQUIPPED WITH A PROPERLY LOCATED AND INSTALLED HUNTER E.T. PACKAGE, WHICH SHALL PROVIDE WEATHER CONTROL FOR THE ENTIRE PROJECT. THE SENSOR EQUIPMENT SHALL BE LOCATED IN SUCH A MANNER SO THAT THEY ARE UNOBSTRUCTED AND DIRECTLY EXPOSED TO NATURAL RAINFALL AND SUNLIGHT FROM ALL DIRECTIONS, BUT NOT TO RUNOFF WATER FROM ROOFS, ETC.
19. THE INSTALLER SHALL SUPPORT IMPLEMENTATION OF THE NEW WORK INTO THE OWNER'S EXISTING HUNTER I.M.S. SYSTEM, INCLUDING THE INITIAL PROGRAMMING DATABASE.
20. THE MINIMUM SUPPLY REQUIREMENT FOR THE SYSTEM IS 2 x 75-GPM AT 75-PSI. STATIC PRESSURES IN THIS AREA HAVE BEEN TESTED AND FOUND TO BE IN EXCESS OF 100-PSI, SO CLAYTON PRESSURE-REDUCING VALVES SHALL BE INSTALLED IN EACH OF THE TWO P.O.C. ASSEMBLIES
21. THE INSTALLER SHALL BE EXPECTED TO BE FAMILIAR WITH ALL REQUIREMENTS FOR THE WORK, AND TO CONDUCT HIS WORK IN A CLEAN, SAFE, AND WORKMANLIKE MANNER. THE OWNER RESERVES THE RIGHT TO ACT TO PROTECT HIS PROPERTY AND THE OTHER PERSONNEL AT WORK THERE, AND TO MAKE EMERGENCY REPAIRS OR TAKE CORRECTIVE ACTION IF THE INSTALLER DOES NOT FULFILL HIS OBLIGATIONS IN A TIMELY MANNER. THE OWNER FURTHER RESERVES THE RIGHT TO BACK-CHARGE THE INSTALLER TO COVER SUCH EXPENSES, TO THE EXTENT ALLOWED UNDER APPLICABLE LAW.
22. THE INSTALLER SHALL PROVIDE A FULL WARRANTY ON ALL WORK FOR NOT LESS THAN ONE YEAR FROM DATE OF ACCEPTANCE, AND SHALL FURTHER SUPPORT ALL MANUFACTURERS' WARRANTIES WHICH MAY BE OF LONGER DURATION.

REVISIONS						ATKINS	BLUEPRINT INTERGOVERNMENTAL AGENCY & BEYOND	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	IRRIGATION NOTES (2) CAPITAL CIRCLE NW/SW	SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION							
						2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303 FBPE Certificate of Authorization Bruce W. Brodsky, R.L.A. LA0001742		263	LEON	415782-7-58-01 415782-8-58-01	Posted June 11, 2018	10-88





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**BLUEPRINT 2000**  
INTERGOVERNMENTAL AGENCY & BEYOND

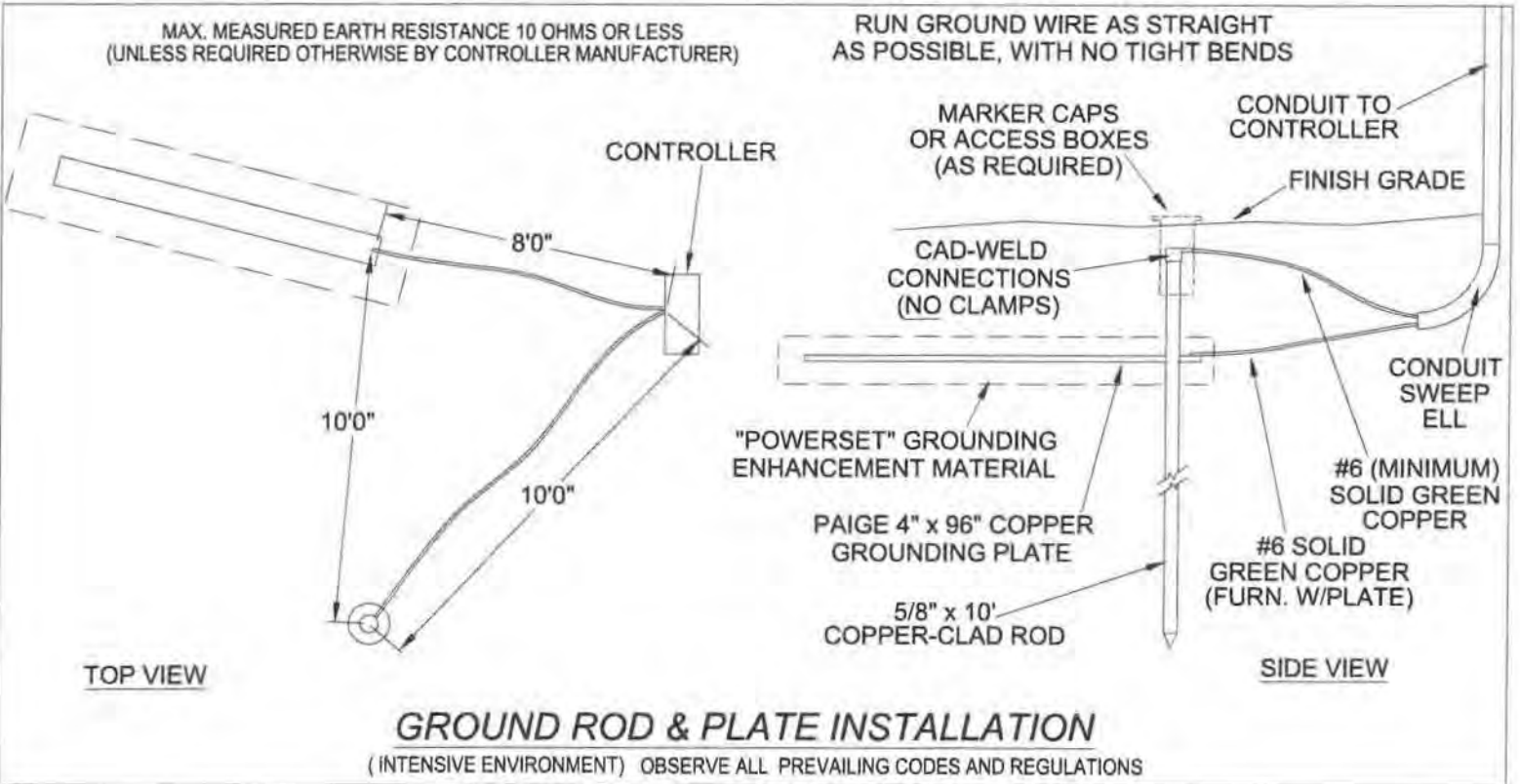
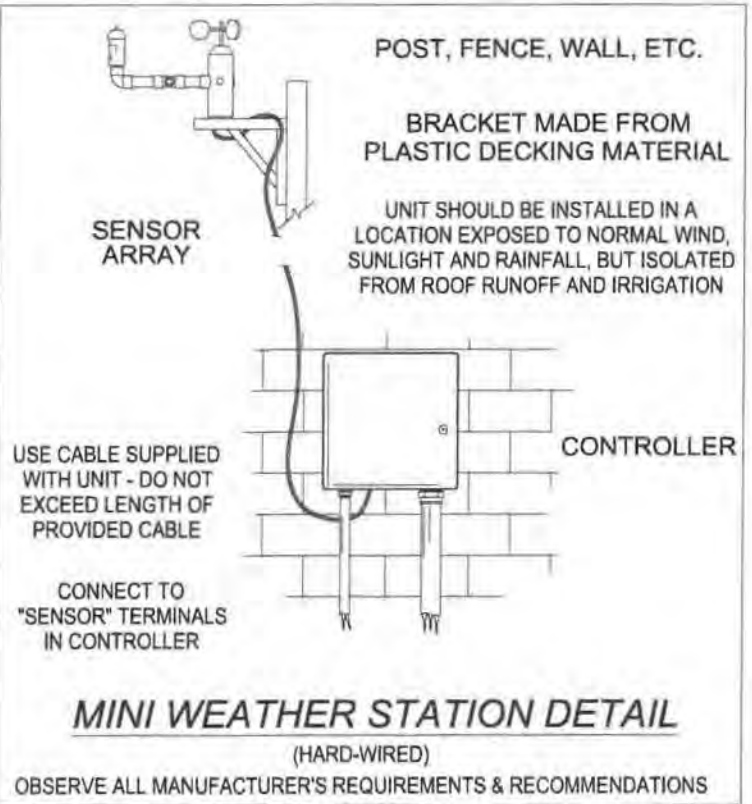
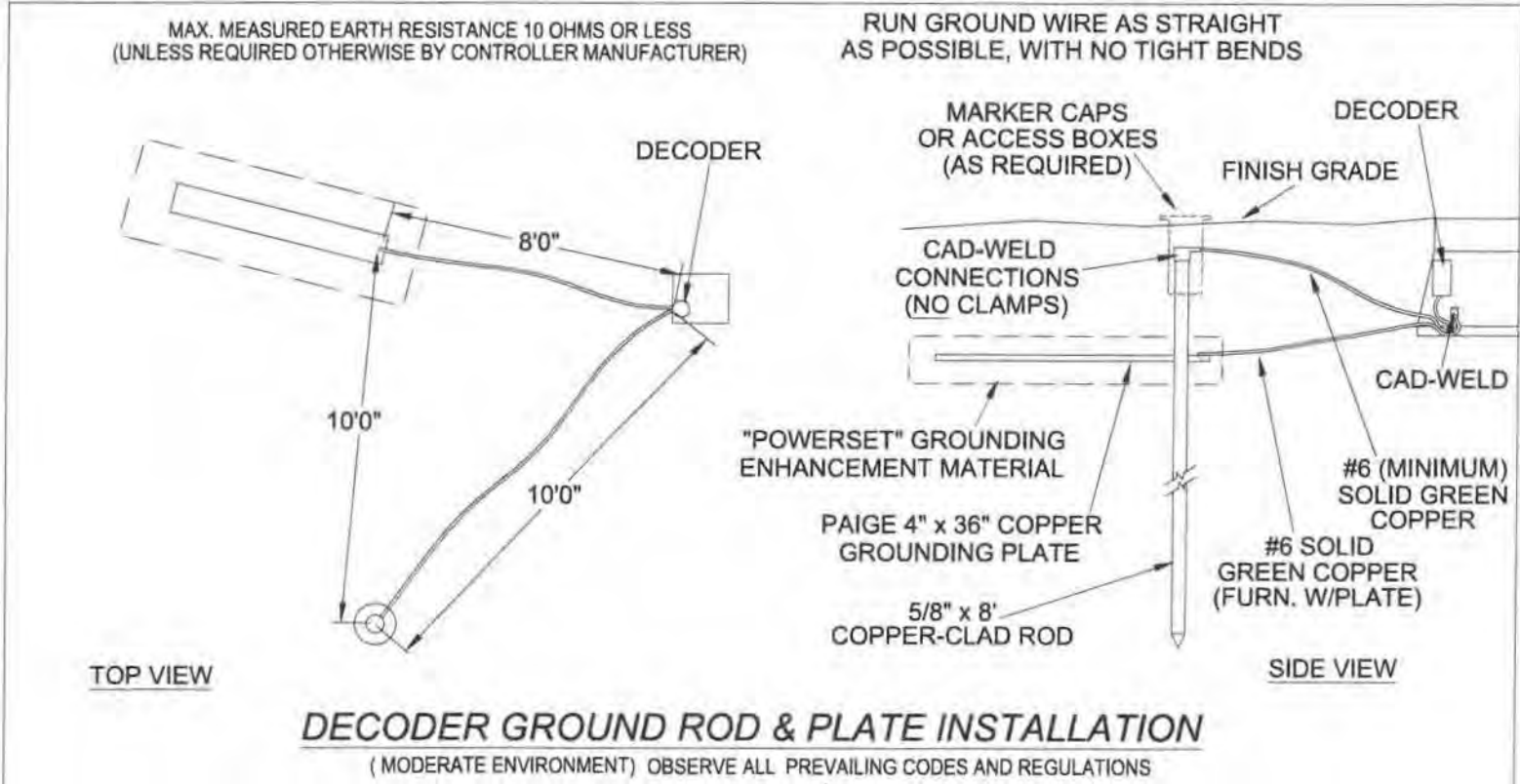
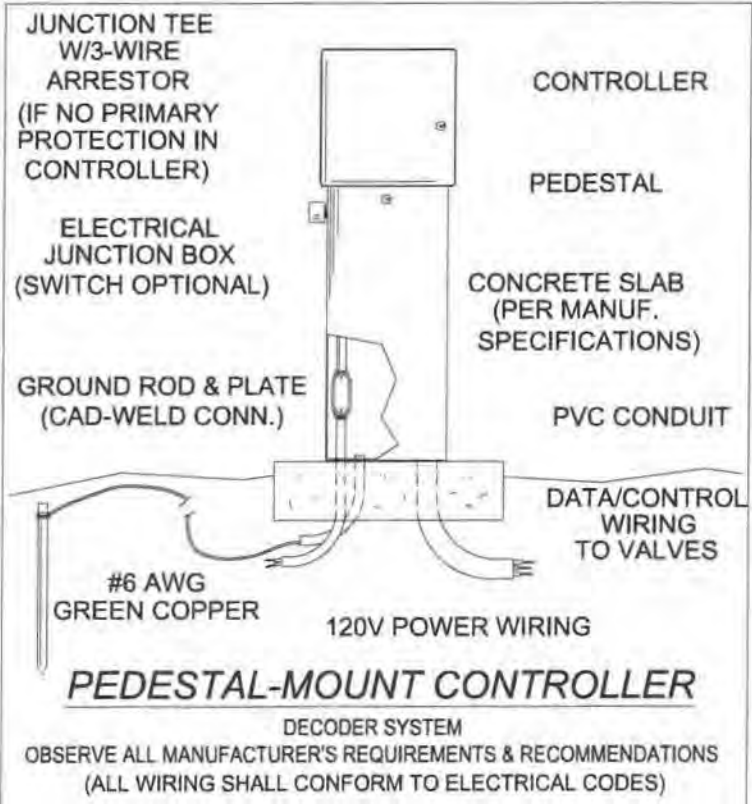
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

**IRRIGATION DETAILS (1)**  
**CAPITAL CIRCLE NW/SW**

Posted June 11, 2018

SHEET NO. 10





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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

**IRRIGATION DETAILS (2)**

**CAPITAL CIRCLE NW/SW**

Posted June 11, 2013

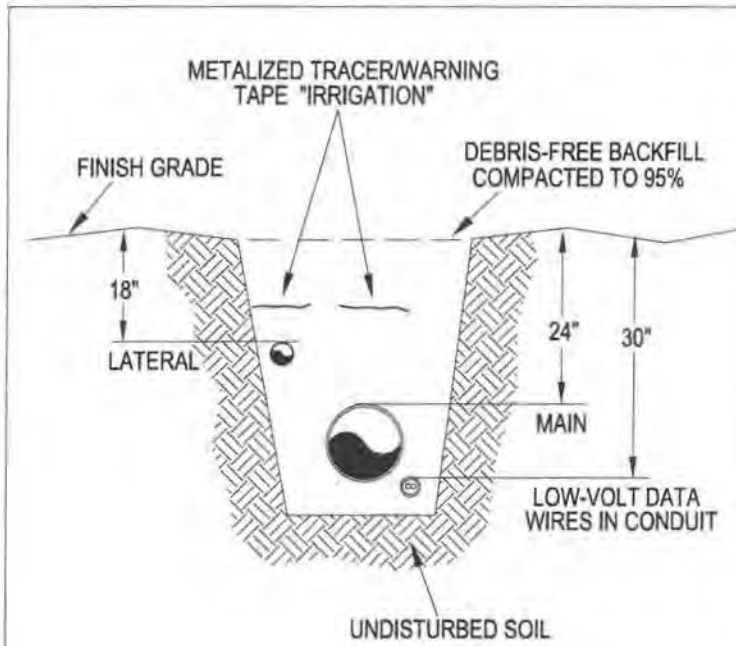
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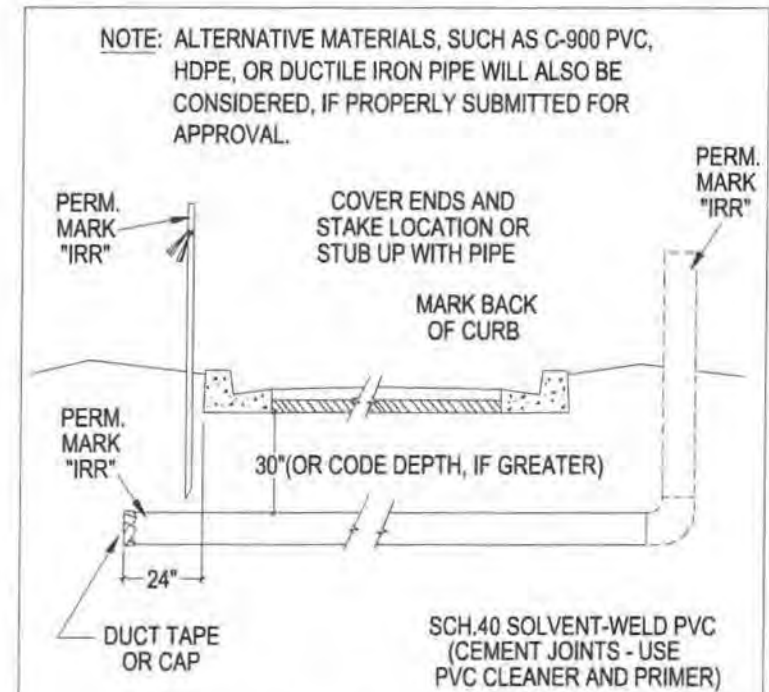
PATTERN	GPM @ 30-psi	RADIUS @ 30-psi
15F FULL	3.70	15'
15TQ THREE QUARTER	2.78	15'
15TT TWO THIRD	2.48	15'
15H HALF	1.85	15'
15T THIRD	1.23	15'
15Q QUARTER	.93	15'
15EST END STRIP	.61	4'x15'
15CST CENTER STRIP	1.21	4'x30'
15SST SIDE STRIP	1.21	4'x30'
12F FULL	2.60	12'
12TQ THREE QUARTER	1.85	12'
12TT TWO THIRD	1.74	12'
12H HALF	1.30	12'
12T THIRD	.87	12'
12Q QUARTER	.65	12'
10F-LA FULL	1.57	10'
10H-LA HALF	.79	10'
10T-LA THIRD	.52	10'
10Q-LA QUARTER	.39	10'
8F-FLT FULL	1.57	8'
8H-FLT HALF	.79	8'
8T-FLT THIRD	.52	8'
8Q-FLT QUARTER	.39	8'

### HUNTER/RAIN BIRD NOZZLE PERFORMANCE CHART

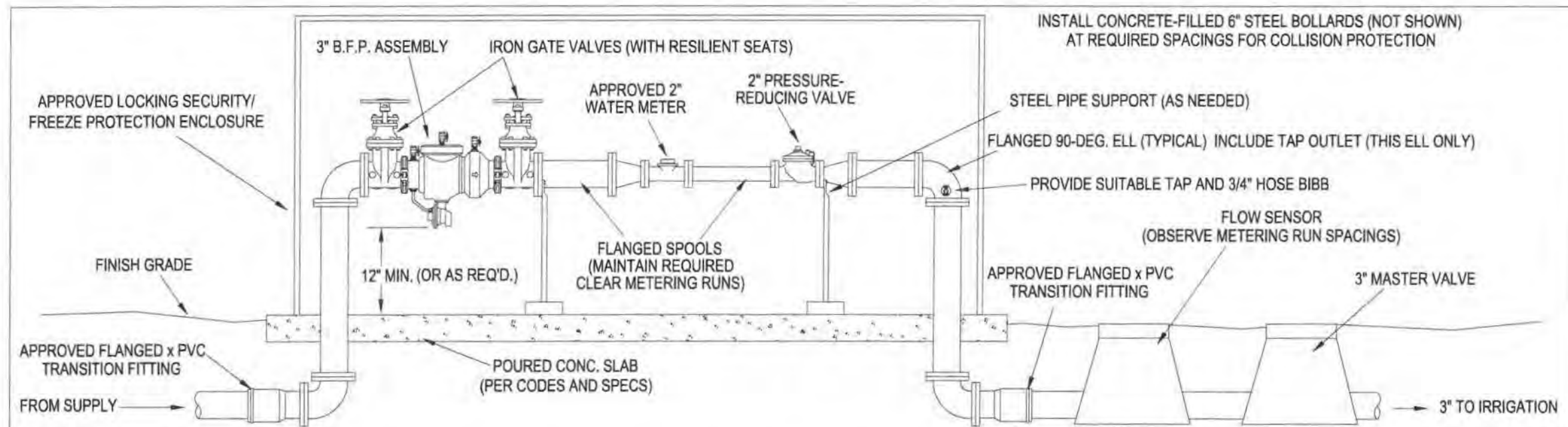
THE INSTALLER SHALL SELECT THE NOZZLE PATTERNS WHICH BEST SUIT THE LOCATION OF THE HEADS, WHILE MINIMIZING OVERSPRAY ONTO WALLS OR PAVEMENT AREAS.



**TRENCHING DETAIL**  
(USE CODE DEPTHS, IF GREATER)



**SLEEVING DETAIL**  
(REQUIREMENTS VARY - CHECK CODES FIRST)



**REDUCED-PRESSURE BACKFLOW PREVENTER, P.O.C. ASSEMBLY**  
CONSULT LOCAL CODES FOR POSSIBLE ADDITIONAL REQUIREMENTS - PROVIDE IMPACT AND/OR FREEZE PROTECTION AS NEEDED

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

# ATKINS

2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
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Bruce W. Brodsky, R.L.A. LA0001742

CITY OF TALLAHASSEE - LEON COUNTY  
**BLUEPRINT**  
INTERGOVERNMENTAL AGENCY 2000

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

IRRIGATION DETAILS (3)  
CAPITAL CIRCLE NW/SW Pos

Posted June 11, 2018



**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #13**

# Leon County Board of County Commissioners

## Agenda Item #13

June 19, 2018

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

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

**Title:** Proposed Extension of Contracted Services with Scott Carswell Presents LLC

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
<b>Lead Staff/ Project Team:</b>	Kerri Post, Director, Division of Tourism Nicki Paden, Management Analyst

### **Statement of Issue:**

The County's contract with Scott Carswell Presents, LLC for the professional management and operational services of the Amphitheater Concert Series at Cascades Park is set to expire on September 30, 2018. This agenda item seeks Board authorization for the County Administrator to extend the management contract through June 30, 2021.

### **Fiscal Impact:**

Adequate funds for this contractual service are included in the County's FY 2019 tentative budget through the Division of Tourism.

### **Staff Recommendation:**

Option #1: Authorize the County Administrator to extend the Scott Carswell Presents management contract until June 30, 2021, in a form to be approved by the County Attorney.

## **Report and Discussion**

### **Background:**

Leon County is in its fifth and final year of its agreement with Scott Carswell Presents LLC (Scott Carswell Presents) for the professional management and operational services of the Amphitheater Concert Series at Cascades Park (Attachment #1). This agenda item seeks the Board's authorization for the County Administrator to extend the Scott Carswell Presents management contract until June 30, 2021.

On August 28, 2012, the Board approved an Interlocal Agreement which called for the County, through the Division of Tourism Development, to facilitate the booking and promotion of regional, ticketed concerts at the Capital City Amphitheater (Amphitheater). The Amphitheater Concert Series (Concert Series) was designed to enhance tourism-related economic development by attracting regional visitors and increasing subsequent overnight accommodations. Accordingly, in an effort to effectively attract, promote, and produce the highest quality of performances, the County sought to procure an experienced concert and live entertainment promoter to serve as the Program Manager for the Concert Series.

On April 19, 2013, the County issued a Request for Proposals (RFP) for the professional management and operational services of all ticketed, regional concerts hosted at the Amphitheater. Among the 310 vendors notified, 13 vendors requested bid packages, and the County received one bid response from Scott Carswell Presents LLC. A selection committee, appointed by the County Administrator, reviewed the bid response and unanimously recommended Scott Carswell Presents based on the response to the RFP and the extensive experience in the concert industry (Attachment #2).

On July 9, 2013, the Board directed staff to negotiate an agreement with Scott Carswell Presents for the professional management and operation services for the Amphitheater (Attachment #3). These services include the booking, programming, and promotion of professional entertainment and associated equipment rentals, financial management, and concession operations. As contracted, the County designates a base monthly fee of \$5,000, a commission equal to 10% of the gross professional entertainment-booking fee, and a 15% designation of any net profit from each event to Scott Carswell Presents.

The contract, effective October 15, 2013, was set for two years with the option of three additional one-year period extensions to ultimately conclude on September 30, 2018. Accordingly, the County is in its fifth and final year of its agreement with Scott Carswell Presents. This agenda item seeks the Board's authorization for the County Administrator to extend the Scott Carswell Present's management contract until June 30, 2021.

The County's management contract for the Amphitheater Concert Series is essential to the following Economy 5-Year Target in the FY2017-FY2021 Strategic Plan:

- Host 100,000 residents and visitors as part of the Amphitheater Concert Series (T4)

**Analysis:**

As reflected in the initial RFP submittal, Scott Caswell Presents has extensive experience in concert and event booking and marketing. Following 33 years of management and operation of The Moon, a local event venue, Scott Carswell has developed a business track record and relationships with major booking agencies, sponsorship opportunities and valuable insight related to concert operations. Since being hired by the County in 2013 and managing the first concert at the Amphitheater in 2014, Scott Carswell has maintained cross-promotional relationships with other venues in the community which provided marketing and operational support for the Concert Series. Since 2014, the County's Concert Series has featured 21 performances at the Amphitheater including headlining artists such as Rodney Atkins, the Avett Brothers, and the Beach Boys. In addition, Scott Carswell Presents will be managing the upcoming Train concert on June 21, 2018.

*Program Management of the Amphitheater Concert Series*

On March 14, 2014, Cascades Park and the Amphitheater were officially dedicated and open to the public. In the months leading up to the opening of the Park and first weekend of concerts on April 12<sup>th</sup> and 13<sup>th</sup> 2014, Scott Carswell was instrumental in developing operational procedures for future concerts, working with the City and adjacent neighborhoods to address traffic and sound issues, and bringing industry credibility to this new venue. Since the initial concerts in 2014, Scott Carswell has adjusted the operational elements of concerts based on customer and artist feedback and provided guidance to the County on needed capital investments to improve the Amphitheater as a performance venue, including sound equipment and weatherization of the stage.

In 2014, the City entered into a lease with the State of Florida for year-round access to the Meridian Point Building and granted the County the first right of refusal for use of the building as a support space for Concert Series performances. For the County's Concert Series, Scott Carswell Presents utilized the Meridian Point Building as a green room for arts before and after a show. This convenient space directly behind the Amphitheater offered on-site privacy and comforts (food, shower, etc.) for artists while also providing an opportunity for meet-and-greets with artists. Since that time, the City and Community Redevelopment Agency (CRA) have entered into a funding agreement with North American Properties (NAP) to redevelop two square blocks adjacent to the Amphitheater including the Meridian Point Building. With the support of the County, City, and CRA, North American Properties has agreed to construct new Amphitheater support and flexible event space for future concerts.

In the role as the County's Program Manager for the Amphitheater Concert Series, Mr. Carswell has been closely involved in the design and site planning for this redevelopment, which will provide a green room space overlooking the venue to be equipped with dressing rooms, private restrooms with showers, a VIP lounge, and convenient access to the Amphitheater stage. In addition, a climate-controlled and easily accessible area for material, equipment, and personnel will be located on the ground floor directly behind the Amphitheater. Demolition of the Meridian Point Building began in March 2018 and construction of the new facility is anticipated to be completed by November 2020. In anticipation of this period without a green room on-site, those performers with tour buses will be encouraged to park them directly behind the



Amphitheater and, for those without a fully-equipped tour bus, Mr. Carswell will offer his venue (The Moon) as a staging area directly down the street. More recently, the CRA set aside annual funding for festivals, and concerts that may require staging a portable trailer at Cascades Park for a given night or weekend event.

*Scott Carswell Presents, LLC Contract Extension*

As mentioned previously, the County's agreement with Scott Carswell Presents is set to expire on September 30, 2018 (Attachment #1). As a Professional Services Contract, the Board has the discretion to renew the County's existing agreement with Scott Carswell Presents. Alternatively, the Board can also issue a RFP for the professional management and operational services for the Concert Series performances at the Amphitheater in anticipation of the expiration of the existing contract.

Based on the timeline for North American Properties' redevelopment of the Firestone block including the new support space for the Amphitheater to be completed by November 2020, staff recommends extending the agreement with Scott Carswell Presents through the completion of the site redevelopment. By extending the contract, the County will be able to continue utilizing The Moon as a nearby temporary support space for the Concert Series until the construction of the new space is completed. In addition, to the benefit of continuity for the management of the Concert Series while construction takes place around Cascades Park, the contract extension will also provide adequate time for the County to complete the weatherization improvements suggested by Mr. Carswell and approved by the Board on February 13, 2018.

Staff recommends the Scott Carswell Presents contract be extended through June 30, 2021 (approximately 2.75 years) to account for any potential construction delays associated with the North American Properties project and to ensure continuity for the Concert Series through the busy spring season. Additionally, this will allow the next RFP for the professional management and operation of the Concert Series to occur upon (or near) the completion of the Amphitheater support space which should entice more bidders than the original RFP.

Thus, staff recommends the Board authorize the County Administrator to execute an extension to the Scott Carswell Presents management contract until June 30, 2021.

**Options:**

1. Authorize the County Administrator to extend the Scott Carswell Presents management contract until June 30, 2021, in a form to be approved by the County Attorney.
2. Direct the County Administrator to issue a request for proposals for the management and operations of the Amphitheater Concert Series.
3. Board direction.

**Recommendation:**

Option #1.

Attachments:

1. Professional Management Services Agreement with Scott Carswell Presents, LLC as Amended
2. Scott Carswell Presents, LLC response to the Request for Proposals, May 23, 2013
3. July 9, 2013 agenda item to negotiate an agreement with Scott Carswell Presents, LLC

## PROFESSIONAL MANAGEMENT SERVICES AGREEMENT

THIS PROFESSIONAL MANAGEMENT SERVICES AGREEMENT dated this 15 day of October, 2013, is by and between Leon County, Florida, a political subdivision of the State of Florida (hereinafter the "County") and Scott Carswell Presents LLC (hereinafter the "Contractor"), collectively, the "Parties".

### RECITALS

WHEREAS, the City of Tallahassee and the County desire to host up to ten (10) regional, ticketed concerts ("Events") to be held at the Capital City Amphitheater at Cascades Park ("Venue"); and

WHEREAS, the County has determined that it would be in the best interest of the citizens that the County be able to utilize the services of private persons for management, operations and promotional services at the Venue when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County in this regard.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the sufficiency of which being acknowledged hereby, the Parties agree as follows:

#### 1. PROFESSIONAL MANAGEMENT SERVICES

The Contractor shall work in cooperation with the City of Tallahassee and with the County to provide management, operational and promotional services for the Venue related to each of the Events anticipated to be scheduled at the Venue during its first eighteen (18) months of operation, hereinafter, "Professional Management Services". Professional Management Services shall include, but are not limited to, promotion of the Venue and each Event, programming, booking professional entertainment, rental of equipment, financial management, Event management, and concessions operations, as set forth in further detail below:

##### A. Financial Management

###### 1. Planning

The Contractor shall develop and submit to the County a financial management plan and profit sharing plan for its consideration and approval. The financial management plan shall include a five-year operational financial forecast; a five-year fundraising forecast; security, cash management, and accounting procedures for financial close-out with concert promoters following Events. The profit sharing plan shall be limited to consideration of concerts or events that may occur

after the expiration of this Agreement and which may include the County, the City of Tallahassee and the Contractor as Parties. The Contractor shall consult with the County and the Strategic Team for Amphitheater Grand Entertainment ("STAGE") in the development of the profit sharing plan.

## 2. Financial Responsibilities and Settlement Statement

The Contractor shall be solely responsible for all financial obligations and financial matters related to each of the Events at the Venue. After completion of each Event and upon receipt of an invoice from the City of Tallahassee, the Contractor shall pay such approved costs to the City of Tallahassee for services as agreed upon in City of Tallahassee's Special Events Permit in accordance with the City of Tallahassee's price list. The Contractor shall provide any advance funding where appropriate or necessary to book or otherwise secure the performance of a professional entertainer for each Event.

The Contractor shall be responsible for the close-out of all financial matters with the concert promoter and vendors. All financial documents related to each Event, in a form approved by the County, hereinafter "Settlement Statement", shall be submitted to the County within 48 hours of the close of each Event, for its review, consideration and approval for payment, if applicable. Any discrepancies revealed during the County review of the Settlement Statement, shall be the sole responsibility of the Contractor, unless otherwise provided for with the concert promoter or other vendor(s).

### B. Capital projects and maintenance

The Contractor shall budget for and impose a ticket surcharge in each Event as designated by the City of Tallahassee and/or the County in an amount to be determined, for potential use in capital projects and maintenance of the Venue.

### C. Marketing & Public Relations

The Contractor shall develop and implement, subject to approval by the County, all marketing and public relations activities, including promotional events and promotional activities, designated to attract potential civic and entertainment industry users of the Venue.

### D. Sponsorships and Advertising

The Contractor shall provide all services reasonably necessary and associated with soliciting Event series and Event sponsors, sales of VIP seating blocks, VIP and corporate entertainment, and advertising sales at the Venue, subject to approval by the County.



E. Event Management

The Contractor shall provide all services reasonably necessary and associated with Event staffing; box office operations, including developing and maintaining online ticketing; concessions, including beer and wine sales; Event liability insurance, consistent with the County and City of Tallahassee requirements; and other services as necessary during an Event, including, but not limited to, security, first aide, sanitation and traffic control.

Unless a special exception for a holiday is submitted to and approved by the City Manager and County Administrator, the Contractor shall require all professional entertainment provided at each Event at the Venue to be completed not later than 11:00 p.m. on Fridays and Saturdays, and not later than 10:00 p.m. on Sundays through Thursdays. No Event shall begin earlier than 7:00 a.m. on any day of the week.

The Contractor shall comply with all City of Tallahassee rules, regulations, and procedures governing the operation of the Venue and require all professional entertainment to comply with any noise ordinance enacted by the City of Tallahassee or the County.

The Contractor shall obtain a City of Tallahassee Special Events Permit for each Event.

F. Drug Free Environment

The Venue shall be a considered a drug free workplace. However, alcoholic beverages may be sold to customers during each Event.

G. Venue Booking

The Contractor shall provide for all services reasonably necessary and associated with booking professional entertainers at each Event to be scheduled to occur during the first eighteen (18) months of operation of the Venue. Any performance contract shall be between the Contractor and the professional entertainer or the concert promoter. Promotion and/or co-promotion agreements shall be coordinated with the County. Any up-front booking fees shall be coordinated with the County in accordance with Section 4.C. hereof. The Contractor shall be required to have a written non-discrimination policy, subject to the approval of the County, in effect prior to any bookings at the Venue.

The County shall have the final decision making authority on the approval of all professional entertainment to be booked at the Venue, all Event ticket prices, and all Event ticket surcharges.

2. WORK

Any work to be performed under this Agreement shall be upon the request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed. The Contractor shall perform the Professional Management Services for which it is retained utilizing Contractor's staff identified in its Response to Request for Proposals BC-05-23-13-38, at page 3-4, and to the best of its ability, dealing honestly and fairly, accounting for all funds, and using necessary skill, care and diligence in any transaction related thereto. No amount of work is provided for or guaranteed to the Contractor under this Agreement.

3. EFFECTIVE DATE; TERM:

This Agreement shall be effective commencing October 15, 2013 and shall continue until September 30, 2015. After the initial term, this Agreement may be extended for three (3) additional one (1) year terms provided same is agreed to by the Parties in writing.

4. CONTRACT SUM AND COST ADVANCE-FUNDING

A. Fees

The Contractor shall be entitled to a base monthly fee of Five Thousand (\$5,000.00) dollars for all Professional Management Services provided herein, subject to the approval of the County. The Contractor shall provide invoices to the County on a monthly basis. The Contractor shall not be reimbursed for any expenses, to include travel and per diem.

B. Professional Entertainment Booking and Net Profit Commissions

1. The County shall pay the Contractor a commission equal to 10% of the gross professional entertainment booking fee paid for professional entertainment at each Event. (For example, if a professional entertainer booked to perform at the Venue is paid \$10,000, then a commission of \$1,000 would be due and payable to the Contractor at time the professional entertainer is paid; if the professional entertainer is paid fifty (50%) percent of said fee in advance, the Contractor would be due fifty (50%) percent of the said commission in advance; the balance would be due as part of the Settlement Statement prepared and submitted to the County following the Event).
2. The County shall pay the Contractor a commission equal to 15% of the net profits of each Event. (For example, if the Event nets a \$10,000 profit, the Contractor would be entitled to a payment of \$1,500). Net Profits for the purposes hereof shall be defined as follows: Net Profit shall be calculated by subtracting total expenses of an Event from total revenue derived from an Event, thus showing what was earned (or lost) from that particular Event. Net Profits shall be derived utilizing the following financial concepts:

- a. Title sponsorships and other sponsorship fees “sold” by the Contractor shall be prorated on a per Event basis. (For example, if a vendor pays \$10,000 to be the Event series title sponsor, the \$10,000 would be prorated at \$1,000 per Event over each of the ten (10) allowable Events in the first 18 months of Venue operation).
  - b. Individual Event sponsorships shall be included in the revenue for each Event.
  - c. Other revenue sources for an Event shall include, but are not limited to: ticket sales, food and beverage income as negotiated with individual concessionaires, corporate entertainment/VIP income, percentage of entertainment merchandise sales, parking and other associated revenue.
  - d. Cost sources may include, but are not limited to: professional entertainment, production expenses, security, catering, portalets, trash service, insurance, licensure, advertising and other related costs.
3. The Contractor shall provide a Settlement Statement to the County within forty-eight (48) hours of the close of each Event, showing all revenues and costs utilized in calculating the Net Profit, and all supporting documentation as further described hereinabove.

C. Reimbursable Costs and Cost Advance-Funding

1. Reimbursable Costs

The Contractor shall be entitled to reimbursement for all costs pre-approved by the County as described in Section 4.B.2.d hereof, to the extent costs exceed revenues as delineated in the Settlement Statement. However, in no event shall the Contractor be entitled to reimbursement for costs that were advance-funded by the County.

2. Cost Advance-Funding

Costs as described in Section 4.B.2.d hereof may be advance-funded by the County to the Contractor. All requests for cost advance-funding by the Contractor shall be reduced to writing and provided to the County not less than thirty (30) days before the Event, the subject of which the costs are related, is scheduled to occur. Such requests shall include all related material(s), i.e., contract, invoice, etc. The County in its sole discretion shall decide whether or not to approve any request for cost advance-funding.

5. PAYMENTS

- A. The Contractor shall pay to the County any and all Net Profits, from each Event to the

extent that revenues exceed costs, within ten (10) business days of said Event

- B. The County shall initiate payment procedures upon receipt of a written invoice from Contractor. The invoice shall include the nature of the Professional Management Services performed, a Settlement Statement for each Event, if applicable, and sufficient documentation to permit the County to authorize payment in accordance with Florida law. Payment shall be made and disputes resolved in accordance with Section 14, Leon County Policy 96-1, as amended.
- C. The performance of the County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current term and any future term.

## 6. INSURANCE

The Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be the sole responsibility of the Contractor. Such insurance shall be in accord with the following:

### A. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate.
2. Automobile Liability: One Million and 00/100 (\$1,000,000.00) Dollars combined single limit per accident for bodily injury and property damage. ***(Non-owned, Hired Car)***.
3. Workers' Compensation Employers Liability: Insurance covering all employees meeting Statutory Requirements 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. Event Liability 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.



6. Event Cancellation: If agreed to by the County, a Cancellation Insurance Policy may be purchased for each Event.

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, Automobile Liability and Event Liability Coverages (*County is to be named as Additional Insured*).

- a. The County, its officers, officials, employees and volunteers are to be covered as additional 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, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Contractor hereby waives subrogation rights for loss or damage against the county.
- 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.
- e. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments

for any deductibles with are all at the sole responsibility and risk of Contractor.

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.

F. Subcontractors

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

7. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless the County, its officials, officers, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, 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, including reasonable attorney's fees. 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 amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

8. AUDITS, RECORDS, AND RECORDS RETENTION

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 reflected herein.
- B. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- C. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph b above. The County may reproduce any written materials generated as a result of the Contractor's work.
- D. To assure that all records required to be maintained by the Contractor hereby shall be subject at all reasonable times to inspection, review, or audit by County, Federal, state, or other personnel duly authorized by the County.
- E. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine any of the Contractor's records and documents related to this Agreement, regardless of the form in which kept, at all reasonable times for as long as those records are retained.
- F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

9. TERMINATION

The County may terminate this Agreement without cause, by giving the Contractor not less than thirty (30) days prior written notice of its intent to terminate. Either party may terminate this Agreement for cause by giving the other party hereto not less than fifteen (15) days prior written notice of its intent to terminate. The County shall not be required to give Contractor such fifteen (15) days prior written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the Professional Management Services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of its intent to terminate to the Contractor specifying the date of termination.

10. NOTICE

- A. Upon execution of the Agreement, the Contractor shall provide in writing, the name of the Contractor's staff member who will be responsible for the submission of all Contractor's records, reports, invoices or documents to the County for the administration of this Agreement.
- B. All invoices must be submitted electronically to Lee Daniel, CDME Director, Leon County Division of Tourism Development at [DanielLee@leoncountyfl.gov](mailto:DanielLee@leoncountyfl.gov). All other related correspondence, documents, records or reports shall be submitted to:

Lee Daniel, CDME Director  
Leon County Division of Tourism Development  
106 East Jefferson Street  
Tallahassee, FL 32301

If not otherwise provided electronically.

- C. All notices required hereunder shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery. All notices required under this Agreement shall be given to the Parties at the addresses below or at such other place as the Parties may designate in writing.

Notice to CONTRACTOR:

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice to the COUNTY:

Lee Daniel, CDME Director  
Leon County Division of Tourism Development  
106 East Jefferson Street  
Tallahassee, FL 32301

11. CONTRACT MANAGEMENT:

- A. The Director of Tourism Development, shall be and is hereby authorized as the representative of the County, responsible for the day to day operational management of the provisions of the Agreement, including all matters related to the payment for Professional Management Services rendered by the Contractor hereunder, unless or until a written notice is provided to the Contractor stating otherwise.
- B. No officer, employee, agent or representative of the Contractor shall communicate, in any form or manner, with any County Commissioner or Commissioner's staff, regarding any particular matter related to the Parties performance under this Agreement.



For the purpose of this section, a Contractor's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the Contractor.

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.

## 12. FIDELITY BOND

A Fidelity Bond in the amount of \$100,000 shall be supplied by the Contractor prior to contract execution. Coverage to be provided shall include: Employee Theft – Per Loss Coverage; Employee Theft – Per Employee Coverage; Forgery or Alteration; Inside the Premises – Theft of Money and Securities; Inside the Premises – Robbery or Safe Burglary of Other Property; Outside the Premises; Computer Fraud; Funds Transfer Fraud; and Money Orders and Counterfeit Paper Currency.

Bond Forms shall comply with section 225.05, Florida Statutes (2013).

## 13. MISCELLANEOUS PROVISIONS

### A. 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 subcontractor under it be considered to be employees of the County.

### B. Conflicting Employment

For the duration of this Agreement, the Contractor shall not enter into any other agreements that would ethically conflict with its obligations under this Agreement.

### C. Licenses

The Contractor shall be responsible for obtaining and maintaining its city occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain its license to operate, the Contractor shall be in default as of the date such license is lost.

### D. Assignments

This Agreement shall not be assigned or sublet as a whole or in part without the prior written consent of the County nor shall the Contractor assign any monies due or to become due to him hereunder without the prior written consent of the County.

E. Monitoring

The Contractor shall permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the Contractor which are relevant to this Agreement, and interview any clients and employees of the Contractor to assure the County of the Contractor's satisfactory performance of the terms and conditions of this Agreement.

F. Public Entity Crimes Statement

In accordance with section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates have been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be cause for termination of this Agreement by the County.

G. Unauthorized Alien(s) And E-Verify

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for termination of this Agreement by the County.

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "'Edit Company Profile' screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the County upon request.
3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within

Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.

- a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
  - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
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 herewith.
5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and the County may treat a failure to comply as a material breach of this Agreement.

#### H. 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.

#### I. Modifications

This Agreement constitutes the entire understanding of the Parties. Any modifications to this Agreement must be in writing.

#### J. Venue

Venue for all actions arising out of this Agreement shall lie in Leon County, Florida.

#### K. Construction

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

Agreement between Leon County and Scott Carswell Presents, LLC  
Page 14 of 14

L. Compliance With Anti-Discrimination Legislation

In providing, or contracting to provide services, programs or activities, maintaining facilities, and otherwise performing obligations under this Agreement, the Contractor shall comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992, and any other federal or state law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or disability.

M. Headings In This Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either Party, and do not alter any terms of this Agreement.

N. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, shall remain in full force and effect as if such invalid or unenforceable term had never been included.

WHERETO, the Parties have set their hands and seals effective the date whereon the last Party executes this Agreement.

LEON COUNTY, FLORIDA

SCOTT CARSWELL PRESENTS, LLC

BY: 

Vincent S. Long, County Administrator

BY: 

SCOTT S. CARSWELL

As its: Managing Member

Date: 11/7/13

Date: 11/22/13

ATTEST:

Bob Inzer, Clerk of the Court  
Leon County, Florida

BY: 

Approved as to Form:  
Leon County Attorney's Office

BY: 

Herbert W. A. Thiele, Esquire  
County Attorney



## **AMENDMENT TO AGREEMENT**

THIS AMENDMENT TO THE AGREEMENT dated November 22, 2013, is made as of the 8<sup>th</sup> day of August, 2016, by and between LEON COUNTY FLORIDA, a political subdivision of the State of Florida ("County") and SCOTT CARSWELL PRESENTS LLC, hereinafter referred to as the "Contractor".

### **RECITALS**

**WHEREAS**, the County and the Contractor entered into an Agreement dated November 22, 2013 (the "Agreement"); and

**WHEREAS**, the County desires to amend the Agreement to add to Terms and Conditions:

**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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**LEON COUNTY PURCHASING DIVISION  
ATTN: SHELLY KELLEY, PURCHASING DIRECTOR  
1800-3 N. BLAIRSTONE ROAD  
TALLAHASSEE, FLORIDA 32308  
PHONE: 850-606-1600  
EMAIL: KELLEYS@LEONCOUNTYFL.GOV**

**NOW, THEREFORE**, for an in consideration of the mutual promises and covenants herein set forth, the Parties hereby agree as follows:

- I. Agreement to add the above statement to Terms and Conditions:
- II. All other terms and conditions of the aforesaid Agreement dated November 22, 2013, not inconsistent with the provisions hereof, shall remain in full force and effect.

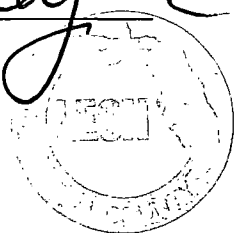
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AMMENDMENT TO THE AGREEMENT BETWEEN LEON COUNTY AND SCOTT CARSWELL PRESENTS LLC, BC-05-23-13-38

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

LEON COUNTY, FLORIDA

BY: Shelly Kelley  
Shelly W. Kelley  
Purchasing Director



DATE: 11/1/16

SCOTT CARSWELL PRESENTS LLC

BY: Scott Carswell  
President or Authorized Designee

Scott Carswell  
Printed Name

DATE: 11/14/16

ATTEST:

Bob Inzer  
Leon County Clerk of the Circuit Court and Comptroller  
Leon County, Florida

BY: [Signature]

Approved as to Form:  
County Attorney's Office

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

## **FIRST AMENDMENT TO PROFESSIONAL MANAGEMENT SERVICES AGREEMENT**

THIS FIRST AMENDMENT to the PROFESSIONAL MANAGEMENT SERVICES AGREEMENT dated October 15, 2013, by and between Leon County, Florida, a political subdivision of the State of Florida (hereinafter the "County") and Scott Carswell Presents LLC (hereinafter the "Contractor") is hereby entered into by and between said parties this 28 day of July, 2015.

### **RECITALS**

WHEREAS, the County and the Contractor entered into a Professional Management Services Agreement providing for services related to the promotion of the Capital City Amphitheater at Cascades Park venue during its first eighteen (18) months of operation, which included programming, booking professional entertainment, rental of equipment, financial management, event management, and consent operations; and

WHEREAS, the parties wish to extend the term of the Professional Management Services Agreement for one (1) additional one (1) year term, effective October 1, 2015 to September 30, 2016; and

WHEREAS, the parties have determined it to be in the best interests of each party to amend said Professional Management Services Agreement dated October 15, 2013.

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

I. Section 1.A.2. of the Professional Management Services Agreement dated October 15, 2013, is hereby amended in its entirety to read as follows:

#### **2. Financial Responsibilities and Settlement Statement**

The Contractor shall be solely responsible for all financial obligations and financial matters related to each of the Events at the Venue. After completion of each Event and upon receipt of an invoice from the City of Tallahassee, the Contractor shall pay such approved costs to the City of Tallahassee for services as agreed upon in the City of Tallahassee's Special Events Permit in accordance with the City of Tallahassee's price list. The Contractor shall provide any advance funding where appropriate or necessary to book or otherwise secure the performance of a professional entertainer for each Event.

The Contractor shall be responsible for the close-out of all financial matters with the concert promoter and vendors. All financial documents related to each Event, in a form approved by the County, hereinafter "Settlement Statement," shall be submitted to the County within five (5)

First Amendment to Professional Management Services Agreement  
Page 2 of 4

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business days of the close of each Event, for its review, consideration and approval for payment, if applicable. Any discrepancies revealed during the County review of the Settlement Statement, shall be the sole responsibility of the Contractor, unless otherwise provided for with the concert promoter or other vendor(s).

II. Section 1.B. of the Professional Management Services Agreement dated October 15, 2013 is hereby deleted in its entirety.

III. Section 1.E. of the Professional Management Services Agreement dated October 15, 2013 is hereby amended in its entirety to read as follows:

1.E. Event Management.

The Contractor shall provide all services reasonably necessary and associated with Event staffing; box office operations, including developing and maintaining online ticketing; concessions, including beer and wine sales; Event liability insurance, consistent with the County and City of Tallahassee requirements; and other services as necessary during an Event, including, but not limited to, security, first aid, sanitation and traffic control.

The Contractor shall coordinate with the Leon County Volunteer Services Division, to ascertain whether and to what extent volunteers may be utilized during Events. The Contractor shall coordinate with the Leon County Volunteer Services Division to appropriately train volunteers to be utilized at Events and staff volunteers at such Events, as appropriate.

Unless a special exception for a holiday is submitted to and approved by the City Manager and County Administrator, the Contractor shall require all professional entertainment provided at each Event at the Venue to be completed not later than 11:00 p.m. on Fridays and Saturdays, and not later than 10:00 p.m. on Sundays through Thursdays. No Event shall begin earlier than 7:00 a.m. on any day of the week.

The Contractor shall comply with all City of Tallahassee rules, regulations and procedures governing the operation of the Venue and require all professional entertainment to comply with any noise ordinance enacted by the City of Tallahassee or the County.

The Contractor shall obtain a City of Tallahassee Special Events Permit for each Event.

IV. Section 4.C. of the Professional Management Services Agreement dated October 15, 2013, is hereby amended in its entirety to read as follows:



First Amendment to Professional Management Services Agreement  
Page 3 of 4

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1. Reimbursable Costs.

The Contractor shall be entitled to reimbursement for all costs pre-approved by the County as described in section 4.B.2.d hereof, to the extent costs exceed revenues as delineated in the Settlement Statement. However, in no event shall the Contractor be entitled to reimbursement for costs that were advance-funded by the County.

2. Production Estimate.

Prior to executing a contract for professional entertainment, the Contractor shall issue a written cost estimate for producing the Event to the County Administrator, or his designee, for approval. Upon approval of the written cost estimate, any final cost overruns in excess of 5% of the written estimate will be the sole responsibility of the Contractor and shall be deemed a cost, not eligible for reimbursement in accordance with this section.

3. Cost Advance-Funding.

Costs as described in Section 4.B.2.d hereof may be advance-funded by the County to the Contractor. All requests for cost advance-funding by the Contractor shall be reduced to writing and provided to the County not less than thirty (30) days before the Event, the subject of which the costs are related, is scheduled to occur. Such request shall include all related material(s), i.e., contract, invoice, etc. The County in its sole discretion shall decide whether or not to approve any request for cost advance-funding.

4. Co-production Events.

Certain Events may be designated as co-promotion Events, provided the County and the Contractor agree to same in writing. The provisions of Section 4.C.3 shall not apply to co-promotion Events, and the Contractor and County shall be deemed equal partners, sharing any net loss or any net profit on a 50% to Contractor and 50% to County basis.

All other provisions, sections or requirements set forth in the Professional Management Services Agreement dated October 15, 2013, not otherwise in conflict with provisions hereof shall remain in full force and effect.

This First Amendment to the Professional Management Services Agreement dated October 15, 2013, shall be effective commencing October 1, 2015.

First Amendment to Professional Management Services Agreement  
Page 4 of 4

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this First Amendment to the Professional Management Services Agreement as of date first written above.

LEON COUNTY, FLORIDA



BY: Vincent S. Long  
Vincent S. Long, County Administrator

Date: 7.20.15

SCOTT CARSWELL PRESENTS, LLC

BY: John Carswell

As its: Managing Member  
Date: July 13, 15

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

BY: John Stott, Deputy Clerk

Approved as to Form:  
Leon County Attorney's Office

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

RFP Title: Request for Proposals for Professional Management and Operational Service for the Capital City Amphitheater  
at Cascades Park for all Ticketed, Regional Concerts

Proposal Number: BC-05-23-13-38

Opening Date: May 23, 2013 at 2:00 p.m.

### 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.

Shelly W. Kelley, Purchasing Director

Nicholas Maddox, Chairman  
Leon County Board of County Commissioners

This bid response is submitted by the below named firm/individual by the undersigned authorized representative.

BY Scott Carswell Presents LLC  
(Firm Name)  
  
(Authorized Representative)  
Scott Carswell  
(Printed or Typed Name)

ADDRESS 1105 E. Lafayette Street, Tallahassee, FL. 32301  
Post Office Box 1717, Tallahassee, FL. 32302

CITY, STATE, ZIP \_\_\_\_\_

E-MAIL ADDRESS scott@moonevents.com

TELEPHONE (850) 878-6900 ext 114

FAX (850) 692-3416

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)** No addenda have been issued

Addendum #1 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #2 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #3 dated \_\_\_\_\_ Initials \_\_\_\_\_



## A. Company Background and Expertise

### 1. Firm name, business address and office location, telephone number:

Scott Carswell Presents LLC  
1105 E. Lafayette Street, Tallahassee, FL. 32301  
P.O. Box 1717, Tallahassee, FL. 32302  
(850) 878-6900 ext 114

### 2. Address of the office that is to perform the work:

1105 E. Lafayette Street  
Tallahassee, FL 32301

### 3. Federal Identification Tax Number or Social Security Number:

FIN: 46-2780364

### 4. Ownership:

Scott and Julie Carswell retain 100% Ownership of the newly formed LLC for the purpose of this response.

### 5. Management Structure:

For over 28 years Scott and Julie Carswell have managed the venue known as The Moon, 1105 E Lafayette St. The business has operated under the entity Moon Management, Inc, DBA The Moon and Scott Carswell Presents.

This new LLC, formed for the purpose of operating the Cascades Park Amphitheater per the RFP guidelines, will incorporate the same team and structure that has been used for the operation of The Moon.

**Scott Carswell** – Managing Member, direct supervision of all departments. Including but not limited to: Booking of talent, budgeting, overseeing all settlements with artists, production of sound and lights per artists requirements, front of house staff (all those not involved with artist production) and back of house staff (all those involved in artist production), concessions, all ticket sales whether from a physical box office or on line, development of sponsorship and VIP packages, all marketing, security control, clean up and day to day relations with Woodlands Drive and Myers Park Neighborhood boards and individual homeowners.

**Julie Carswell** – Member, direct supervision of all payments and reports to County/City, all front of house staffing interviews and hiring based on qualifications, maintain complete set of employee files with proper FDLE back ground checks, and for hospitality employees, beverage training certificates and all insurance compliance regulations.

**Roy Bedard, Clay Fallis & Bo Williams** – Security. Roy Bedard has been our security consultant and security team trainer for over 20 years. He is a 26-year law enforcement veteran in the City of Tallahassee and has established positive relationships with all local law enforcement agency heads. Roy and is in charge of writing and reviewing physical plant security protocols and operational security manuals. Roy, along with Clay Fallis will act as liaisons with scheduled law enforcement details and security issues. Bo Williams has been our on-site security manager for over 20 years.



If selected, these members will form a security committee to generate a security plan for scheduled events. The plan will maintain flexibility as a force multiplier for security or police planning that may be decided upon by the City of Tallahassee. The plan will address coverage of any responsibilities deemed necessary to include parking, trash removal, crowd management, neighborhood road staffing, scheduling of EMTs and bathroom cleaning, as examples.

**John Summers** – Marketing and Advertising, plus supervision of all hospitality for artists. Calendar coordination with area events, co promotion packaging with all radio stations, and consultant on bookings.

**Vaughn Wilson** – Public Relations Consultant in all areas for 20 plus years. Consultant on bookings.

**Joe Bullard** – Consultant in Marketing and booking for 28 plus years.

**Bryan Collier** – Full time employee. Directly in charge of concessions and beverage compliance.

**Production - Larry Schmidt and Dennis Cooper** from Production Support Group (PSG), along with **Pete Barbaree** of Ultimate Sound – PSG has been involved in our events for 28 years coordinating all "back of the house" management. Advancing all production requirements with the artist production manager (before any offer is made), and providing all equipment requirements, stage calls, staffing, power and lighting issues, load (weight) levels, requirements of truck parking, along with maintenance and safety related issues at the venue.

**Leroy Truesdale** is our daily on site production manager.

**Mark Striffler** – Has been directly involved with every FSU show, over 300 and counting, for 28 years. Consults with most booking of any artist, and all aspects of operations. We utilize many students that are interested in artist booking, event management and hospitality and would plan to draw heavily on this talent pool.

**Andy Reiss** has been a major part of our food operation since 1985. We started out in a joint venture with our kitchen 28 years ago, and still work together on most food events. Epicurean catering has been our primary source for all food required events, and we would expect to draw heavily on their organizational skills and staff to fill the many concession positions needed.

## 6. Narrative describing expertise in the music entertainment/concert business:

For over 28 years: We have booked, ticketed, produced and settled over 3,000 live events, including over 1,000 major touring artists (many booked multiple times), sold all tickets at our box office, and in recent years our virtual on line box office, secured over 7 acres of parking (1/2 mile from the Amphitheater), which represents the largest assembly of parking spaces (over 750) of any private business in the County/City for entertainment purposes, hired the largest number of TPD officers of any private business in the County/City, hired all the staffing necessary for all events, maintained a 24,000 sq foot building, owned a 4 COP State of Florida alcoholic beverage license and dealt with all the controls that license requires, and most importantly cleaned up after every event and maintained peace with our neighbors, of which we are one. Please see the Woodlands Drive letter attached.

During this time we have developed relationships with all the major booking agencies. While there are 100's of potential artists to consider, most of them go through a small number of agencies, and we are in direct contact with each of them on a regular basis. We have co-promoted with major concert promoters since 1985, including Cellar Door, Fantasma, AEG Live and many more.

A small list of artists booked and produced, BB King, Willie Nelson, Hall & Oates, The Temptations, The Four Tops, Bonnie Raitt, George Strait, Merle Haggard, Dionne Warwick, George Clinton, The Red Hot Chili Peppers, The Avett Brothers, Wilco, Tab Benoit, Wide Spread Panic, Bassnectar, Skrillex, and hundreds more.



In terms of diversity, no venue has accomplished what we have. 28 years ago we started the first venue in the country that catered to country, urban and top 40 DJ dances, in the same venue on different nights of the week. It was unheard of then, in fact we were told it would never happen. Well it did, and still does. Not only diverse weekly dance nights but also major concerts as well. We opened on April 25, 1985 with a pop rock group, The Producers. Within the next three (3) weeks we promoted a non smoking dance night, a classical performance by Leonidas Lipovetsky, a jazz show with Spyro Gyra, a country show with John Anderson, a R&B show with The Manhattans, followed by the big band sounds of Guy Lombardo. We have not stopped. We would bring this same level of diversity in programming and employment to the Amphitheater. In fact, we tell our staff they will get the best real world experience working at The Moon, by working all these diverse events from night to night. It truly builds tolerance and respect among very different groups.

**Sponsorship Development** – As most of the Amphitheater web sites state on their opening sponsorship page, “The branding power of live entertainment is immeasurable”. We develop sponsorships with every show. Not one show of the 1,000 plus have we done without sponsorships. From radio to print, clothing stores to beverage companies, restaurants and caterers to large lobbying firms from Tallahassee to Washington sponsorships are vital. In some ways we disagree with the statement above that the branding power of live entertainment is immeasurable, it is very measurable, very tangible. The ability to get a brand in front of thousands of people at a moment when they are out of their normal routine, out with friends and having fun, that is a perfect time to promote any brand. Live music can seal the deal for a product, and make a real difference in the customer base.

An example of Sponsorship Development would be our relationship with the Seminole Boosters. We have jointly produced events not only in The Moon, but unique events at other venues, even in other States, that have raised over a hundred thousand dollars, over many years. Corporate sponsorship is primary in all of these events.

Our biggest job will be to make everyone's experience a good one. From the ticket purchase to the time they get back to their hotel or home, from beginning to end.





## B. Financial Information

1. Provide a financial management plan which shall include the following:
  - a. a five-year operational forecast;

### ***Proforma Notes and Assumptions:***

#### ***Notes:***

The two main numbers on the following proformas are ticket sales, and artist guarantees.

The price variables of different artists guarantees on different dates are extreme. We have attempted to use our best judgment based on 28 years of buying and promoting in this market, to present an average dollar guarantee budget for talent, and average the ticket prices for general admission, reserved, and sponsor VIP sales for each show.

We have created 3 separate individual "Show Proforma" labeled A, B and C. A would be a best-case scenario, a sell out. B would be sales at 80% of capacity, and C would be sales at 50% of capacity. While there certainly will be some direct labor costs savings for shows that we know the days before are weak on sales, i.e. we will cut back on direct labor, the overall numbers are very close to what we would expect from an actual event.

While we have had to make a living buying shows, and attempt to make a profit on each one, we understand the dynamics of this new venue and the support and benefit it will bring to hotels, restaurants and other businesses from each show.

#### ***Ticket Price:***

Ticket prices in our area will not be as high as major markets. Our market is a secondary market, and our prices of tickets reflect that. Our market will not be able to support a ticket price that larger markets in St Augustine, Tampa and Atlanta can.

While no financial statement or proforma is complete without detailed line item footnotes, we are not able to disclose every nuance of the attached proforma, as some of this is proprietary, and could affect our current business as well as negotiations for talent for the Amphitheater if we are selected. We would have no issue with disclosing in confidence, all aspects of the attached sheet to County/City staff if we are asked to explain in detail during a review of our proposal.

#### ***Sales Taxes:***

We did not read that any of these sales were sales tax exempt, so we assume they are taxable. If not taxable, that would be a big bonus. We have listed sales taxes at 7.5% of gross.

#### ***Ticket service charges:***

Per section III, D. 2. Capital projects and maintenance plan; All concert planning should include a ticket surcharge designated to City/County, price to be determined. We have budgeted ticket service charges as a deduction from sales after sales taxes, in an amount that would cover the credit card fees, any required delivery of tickets, and IT support of the system, a net zero. If this area is to generate a positive cash flow, the charge will have to be higher than what we have included. However, we must be aware that a ticket surcharge is not free money that can just be added on to a ticket cost. Whatever the final price is of each ticket, including surcharge and

taxes, is the number that the customer is paying and will determine if and how many tickets are purchased. We can't assume that our ticket market will absorb a \$40 ticket just because we say its \$30 plus taxes and surcharge which then totals to a \$40 ticket. It's the total amount to the customer, and it's their decision to purchase or not is based on that final figure. In addition, there are artist approvals of this line item as well.

We own our on line ticket processing software, and have continued to improve its features for years. We try to keep the service charges as low as possible to keep the ticket price low. Ticket processing software is not difficult or exclusive like it was years ago. This is an area that should generate a few dollars in cash flow per ticket once up and running.

### ***Expenses:***

#### ***Artist Guarantee:***

The buying of talent is the first major step and largest expense. In some cases, where artist routing can be achieved before we purchase, the fees will be very attractive. Other times, if we purchase before other venues, this will not necessarily be the case. Therefore, we have used a middle budget of \$80,000 for artist average guarantee fees. These fees will also vary with genre of music. Some acts will generate more sales at lower guarantees.

Artist fees are singularly the largest line item of expense and will generally represent approximately 65% of the Net Gross Box Office receipts, as well as approximately 63% percent of the total cash expenditures on the event. We have always started with the premise that no amount of promotion or labor management can offset a bad buy at the start. For over 28 years, over 1,000 national acts, we have dealt with all the major agencies directly, trying never to go through a middle agent to purchase and act, always directly with the "responsible agent" of the artist. A middle agent would not be involved in the purchase of talent for this Amphitheater under our Management, unless the artist required it. This is key to the right price. Once the Operator is selected and the venue has a single voice regarding who is the exclusive buyer of talent for this venue, the proper (responsible) agents will be on the phone and give up real numbers. To try to achieve any true price dialog with these agents, without them knowing the person they are talking with, has absolute exclusive standing to speak for this venue, is not going to happen. These agents get paid to book shows, and time is truly money to them. We don't get time on the phone with these agents because were liked. We get them on the phone because we have an exclusive venue (The Moon) with a large capacity, a checkbook and can make a decision quickly. In addition, we have purchased from these same few companies for over 28 years without incident. Every act has been treated well; from the time we open the gates for the busses, to the production staff and equipment, to the hospitality and runners, to the security and settlements. It's about performance and reputation as in all business relationships, and they take time to cement.

There are some agents we have talked with that have artists that would be great selections for this venue. They are so sure of their acts success in our market that a guarantee would not be required. In effect, the artist would be the promoter. While this is rare, this is the deal we would search for first every time. Limited exposure would be the goal.

Hopefully the major Amphitheater owners and promoters, AEG, Live Nation, and a very few others, will find dates for us from their tours. However, I don't believe they will get involved with all the day-to-day needs of this proposal as it is written. They would be hard pressed to arrange for all staffing of concessions, clean up, ticket takers, production, etc. with only one event every 1.8 months. It will take a local staff full time to be available to meet with the County/City on all these front end issues, such as traffic flow, people flow, security plan, neighborhood relations, clean up, in addition to the large and small technical challenges that will inevitability be discovered on the first event.

To appoint any of these large companies to be the exclusive buyer for this Amphitheater would be mixing our secondary market price in with the prices of the larger markets. We would never know the actual "arms length" price for an artist in our market, as they would be buying simultaneously with many other primary markets, in one group price divided by all.



### ***Facility Rental:***

12.5% is the basic industry standard as a built in facility fee. This is charged to the show for the settlement with artist, but is a non-cash item unless a profit is made.

### ***Production Labor and Equipment:***

This is a general budget based on inspection of the physical plant and review of the power and weight loads above the stage. Also, from experience of producing these acts over the years and knowing what the contract production riders are going to require. This \$25,000 would include all labor and all equipment necessary to fulfill the average production rider in this venue for these general priced acts. It's possible that if a "house system" is purchased for the Amphitheater, this number could come down. However, it's just as possible that a "house system" would in fact make the number go up. If the house system is not used, it would have to be worked around, or in some cases even removed and stored to allow for a touring system.

### ***ASCAP/BMI/SESAC:***

We have used the generally accepted percentage for the 3 major performing rights organizations.

### ***Advertising:***

We have budgeted \$15,000 in direct expenditures for electronic, print, social media and other marketing needs per show. As noted, this amount is added back at the bottom of the proforma making the actual cash out a net zero. We believe with the right effort this will be the case.

### ***Security, Police & T Shirts:***

Average per event we have budgeted is \$7,500. This would include 4 to 6 Police Officers charged to the event per III, 3, f, add 20 to 30 T-shirt staff, 3 supervisors, radio communications, workers comp and all other payroll burdens. The City will control parking and neighborhood areas with support staff that are not included in this event number. Both Meyers Park and Woodlands Drive Associations can be assured that with this security show budget that we would have adequate funding to do our jobs. The exact number will certainly get clearer once a security plan is written and approved by The Tallahassee Police Department.

Volunteers, or friends of Cascades, would certainly help out a great deal, but would not off set security budgets.

### ***Catering:***

This is exclusively for artists and production personnel.

### ***Insurance GL:***

Based on many conversations and research with Bobby Bacon, this is a budget of what each event would require, with an annual policy to meet the requirements of the RFP. See Bobby Bacon letter in this regard.

### ***Cancellation Insurance:***

This was not requested in the RFP, but we thought we would budget it and discuss with County/City staff. This number was arrived at with the assistance of Bobby Bacon as well, see his attached letter. While this insurance would protect from a major cash loss, it also allows for some consideration of the refund policy of the new Amphitheater for these opening large shows. We do not have a stage cover or any cover for the audience, so rain or shine is not an option. The act will not preform in the rain. So we have to be a little more concerned about our policy of refunds due to weather cancellation.

### ***Cleaning:***

We do not know the extent of the effort that will fall on the event budget. We have budgeted for a full effort including parking lot sweepers before sunrise.

### ***Local Transport – Runners:***

All acts will require one to two vans with drivers all day.

### ***Miscellaneous:***

Need some budget for unforeseen expenses.

### ***Promoter Profit, Split Point and Split:***

These items will be explained in detail verbally.

### ***Concessions:***

Band Merchandise is generally an 80/20 split in favor of the artist, as the artist brings the merchandise (hard and soft) and the venue assists in the sales effort with location and staffing. A best guess of this cash flow is \$5 per head net X 20%. This certainly will vary widely depending on the entertainment. Some acts sell very little, while others are very large.

### ***Food and Beverage:***

We are assuming that food trucks selling various menus are possible (licensed and insured would be a requirement and limit some vendors). We assume some stands might have to be organized by the Operator, with limited quick menu items, available close to the same area as the beer and wine. We note that the RFP specifically leaves out liquor by the drink. So we did some calculations and averaging and came up with a \$15 per head revenue projection, and a 56% cost, yielding a 44% net to venue.



**Proforma A**

Capital City Amphitheater at Cascades Park  
Tallahassee, FL Proforma Sell Out Plan A

Physical Box Office & On Line Sales

	Adv General	DOS General	Adv Resv 1	DOS Resv 1	Adv Sponsor	VIP Comp	General Promo	General Comp	
Total Ticket Price	\$31.00	\$35.00	\$48.00	\$55.00	\$75.00	\$0.00	\$0.00	\$0.00	
Less:									
Sales Taxes (7.5%)	(\$2.16)	(\$2.44)	(\$3.35)	(\$3.84)	(\$5.23)	\$0.00	\$0.00		
Ticket Service Charge	(\$4.00)	(\$4.00)	(\$5.00)	(\$5.00)	(\$5.00)	(\$1.00)	(\$1.00)	(\$1.00)	
Net Ticket Revenue	\$24.84	\$28.56	\$39.65	\$46.16	\$64.77	(\$1.00)	(\$1.00)	(\$1.00)	TOTAL
Number of Tickets	1300	1000	1002	0	400	100	150	50	4002
Total Sales	\$32,288	\$28,558	\$39,730	\$0	\$25,907	(\$100)	(\$150)	(\$50)	\$126,184

Expenses:

Band Guarantee	\$80,000	65% of Net Gross is normally acceptable
Facility Rental	\$10,000	12.5% of gross vs \$10,000
Production Labor & Equipment	\$25,000	
ASCAP/BMI/SESAC (.45, .30, .0125% of GBOR)	\$962	
Advertising	\$15,000	
Security, Police & T shirts	\$7,500	
Catering	\$4,500	
Insurance, GL	\$1,500	
Cancellation Insurance	\$1,250	
Cleaning	\$3,000	
Local Transport -Runners	\$1,000	
Misc	\$2,500	
Total Expenses	\$152,212	

Promoter Profit 15% \$22,832

Split Point	\$175,044
Gross over Split	(\$48,860)
Over Split	\$0

Total Artist	\$80,000	63%
Total Promoter Profit	(\$26,028)	-21%
Total Show Expenses	\$72,212	57%

Total, Artist, Promoter & Show \$126,184

Rebates/Credits

Sponsorships for Advertising	\$15,000
Facility Non Cash Expense	\$10,000
Promoter Profit, Non Cash Expense	\$22,832
Sub Total Rebates/Credits	\$47,832

NET Show Cash Costs	\$127,212
Net Show Cash Flow	(\$1,028)

Add Concessions:

Band Merch (80/20) net	
Average \$5 per head gross	\$4,002

Food and Beverage, net	
.44 of gross, \$15 per head	\$26,413

Net Concessions \$30,415

Actual Cash Profit or (Loss) (\$1,028)

Cash Flow From Event, before Operator \$29,387

Operator Fees

Monthly Retainer (\$5,000) x 1.8 shows per month	\$9,000
Per Event Fee, 1/3 of the 15% Promoter Profit, vs \$9,000	\$9,000

Total Operator Fees, Retainer totaled per show, plus % \$18,000

NET CASH FLOW \$11,387

Capital City Amphitheater at Cascades Park Tallahassee, FL 80% Proforma B								
Physical Box Office & On Line Sales								
	Adv General	DOS General	Adv Resv 1	DOS Resv 1	Adv Sponsor	VIP Comp	General Promo	General Comp
Total Ticket Price	\$31.00	\$35.00	\$48.00	\$55.00	\$75.00	\$0.00	\$0.00	\$0.00
Less:								
Sales Taxes (7.5%)	(\$2.16)	(\$2.44)	(\$3.35)	(\$3.84)	(\$5.23)	\$0.00	\$0.00	\$0.00
Ticket Service Charge	(\$4.00)	(\$4.00)	(\$5.00)	(\$5.00)	(\$5.00)	(\$1.00)	(\$1.00)	(\$1.00)
Net Ticket Revenue	\$24.84	\$28.56	\$39.65	\$46.16	\$64.77	(\$1.00)	(\$1.00)	(\$1.00)
Number of Tickets	1040	800	802	0	320	100	150	50
Total Sales	\$25,831	\$22,847	\$31,800	\$0	\$20,726	(\$100)	(\$150)	(\$50)
								<b>TOTAL</b>
								<b>3262</b>
								<b>\$100,903</b>

## Expenses:

Band Guarantee	\$80,000	65% of Net Gross is normally acceptable
Facility Rental	\$10,000	12.5% of gross vs \$10,000
Production Labor & Equipment	\$25,000	
ASCAP/BMI/SESAC (.45, .30, .0125% of GBOR)	\$769	
Advertising	\$15,000	
Security, Police & T shirts	\$7,500	
Catering	\$4,500	
Insurance, GL	\$1,500	
Cancellation Insurance	\$1,250	
Cleaning	\$3,000	
Local Transport -Runners	\$500	
Misc	\$2,500	
Total Expenses	\$151,519	

Promoter Profit 15% \$22,728

Split Point	\$174,247
Gross over Split	(\$73,344)
Over Split	\$0

Total Artist	\$80,000	79%
Total Promoter Profit	(\$50,616)	-50%
Total Show Expenses	\$71,519	71%

Total, Artist, Promoter & Show \$100,903

## Rebates/Credits

Sponsorships for Advertising	\$15,000
Facility Non Cash Expense	\$10,000
Promoter Profit, Non Cash Expense	\$22,728
Sub Total Rebates/Credits	\$47,728

NET Show Cash Costs	\$126,519
Net Show Cash Flow	(\$25,616)

## Add Concessions:

Band Merch (80/20) net	
Average \$5 per head gross	\$3,262

Food and Beverage, net	
.44 of gross, \$15 per head	\$21,529

Net Concessions \$24,791

Actual Cash Profit or (Loss) (\$25,616)

Cash Flow From Event, before Operator (\$825)

## Operator Fees

Monthly Retainer (\$5,000) x 1.8 shows per month	\$9,000
Per Event Fee, 1/3 of the 15% Promoter Profit, vs \$9,000	\$9,000

Total Operator Fees, Retainer totaled per show, plus % \$18,000

NET CASH FLOW (\$18,825)



Capital City Amphitheater at Cascades Park Tallahassee, FL 50% Proforma C								
Physical Box Office & On Line Sales								
	Adv General	DOS General	Adv Resv 1	DOS Resv 1	Adv Sponsor	VIP Comp	General Promo	General Comp
Total Ticket Price	\$31.00	\$35.00	\$48.00	\$55.00	\$75.00	\$0.00	\$0.00	\$0.00
Less:								
Sales Taxes (7.5%)	(\$2.16)	(\$2.44)	(\$3.35)	(\$3.84)	(\$5.23)	\$0.00	\$0.00	\$0.00
Ticket Service Charge	(\$4.00)	(\$4.00)	(\$5.00)	(\$5.00)	(\$5.00)	(\$1.00)	(\$1.00)	(\$1.00)
Net Ticket Revenue	\$24.84	\$28.56	\$39.65	\$46.16	\$64.77	(\$1.00)	(\$1.00)	(\$1.00)
Number of Tickets	650	500	501	0	200	100	150	50
Total Sales	\$16,144	\$14,279	\$19,865	\$0	\$12,953	(\$100)	(\$150)	(\$50)
								<b>TOTAL</b>
								<b>2151</b>
								<b>\$62,942</b>

## Expenses:

Band Guarantee	\$80,000	65% of Net Gross is normally acceptable
Facility Rental	\$10,000	12.5% of gross vs \$10,000
Production Labor & Equipment	\$25,000	
ASCAP/BMI/SESAC (.45, .30, .0125% of GBOR)	\$480	
Advertising	\$15,000	
Security, Police & T shirts	\$7,500	
Catering	\$4,500	
Insurance, GL	\$1,500	
Cancellation Insurance	\$1,250	
Cleaning	\$3,000	
Local Transport -Runners	\$500	
Misc	\$2,500	
Total Expenses	\$151,230	

Promoter Profit 15% \$22,684

Split Point \$173,914  
Gross over Split (\$110,972)  
Over Split 0% \$0

Total Artist \$80,000 127%  
Total Promoter Profit (\$88,288) -140%  
Total Show Expenses \$71,230 113%

Total, Artist, Promoter & Show \$62,942

## Rebates/Credits

Sponsorships for Advertising \$15,000  
Facility Non Cash Expense \$10,000  
Promoter Profit, Non Cash Expense \$22,684  
Sub Total Rebates/Credits \$47,684

NET Show Cash Costs \$126,230  
Net Show Cash Flow (\$63,288)

## Add Concessions:

Band Merch (80/20) net  
Average \$5 per head gross \$2,151

Food and Beverage, net  
.44 of gross, \$15 per head \$14,197

Net Concessions \$16,348

Actual Cash Profit or (Loss) (\$63,288)

Cash Flow From Event, before Operator (\$46,940)

## Operator Fees

Monthly Retainer (\$5,000) x 1.8 shows per month \$9,000  
Per Event Fee, 1/3 of the 15% Promoter Profit, vs \$9,000 \$9,000

Total Operator Fees, Retainer totaled per show, plus % \$18,000

NET CASH FLOW (\$64,940)

Capital City Amphitheater  
Five-Year Operational Financial Forecast

Financial Plan

	Events per 18 Months	1st 18 Months	2nd 18 Months	3rd 18 Months	Total 5 Yrs
<b>Proforma Show A</b>	<b>3</b>				
Cash Flow		\$34,161	\$34,161	\$34,161	\$102,483
Attendance		12,006	12,006	12,006	36,018
Attendance Profit/Cost		\$2.85	\$2.85	\$2.85	\$2.85
	Events per 18 Months	1st 18 Months	2nd 18 Months	3rd 18 Months	Total 5 Yrs
<b>Proforma Show B</b>	<b>4</b>				
Cash Flow		(\$75,301)	(\$75,301)	(\$75,301)	(\$225,902)
Attendance		13,048	13,048	13,048	39,144
Attendance Profit/Cost		(\$5.77)	(\$5.77)	(\$5.77)	(\$5.77)
	Events per 18 Months	1st 18 Months	2nd 18 Months	3rd 18 Months	Total 5 Yrs
<b>Proforma Show C</b>	<b>3</b>				
Cash Flow		(\$194,821)	(\$194,821)	(\$194,821)	(\$584,463)
Attendance		6,453	6,453	6,453	19,359
Attendance Profit/Cost		(\$30.19)	(\$30.19)	(\$30.19)	(\$30.19)
	Events per 18 Months	1st 18 Months	2nd 18 Months	3rd 18 Months	Total 5 Yrs
<b>Total All 3 Proformas</b>	<b>10</b>				
Cash Flow		(\$235,961)	(\$235,961)	(\$235,961)	(\$707,882)
Attendance		31,507	31,507	31,507	94,521
Attendance Profit/Cost		(\$7.49)	(\$7.49)	(\$7.49)	(\$7.49)
<b>Five-Year Fund Raising Forecast - Sponsorship &amp; Advertising</b>					
Series & Event Sponsors		\$0	\$10,000	\$15,000	\$25,000
VIP Parking and misc		\$0	\$0	\$0	\$0
Entertainment Packages		\$0	\$0	\$0	\$0
Advertsing at Venue		\$15,000	\$30,000	\$45,000	\$90,000
Venue Naming Rights		\$0	\$30,000	\$30,000	\$60,000
Marquee Signage		\$0	\$0	\$0	\$0
On Line Fees		\$0	\$31,507	\$31,507	\$63,014
Other		\$0	\$0	\$0	\$0
Total Ancillary Fees		\$15,000	\$101,507	\$121,507	\$238,014
<b>NET NET NET Cash Flow</b>		<b>(\$220,961)</b>	<b>(\$134,454)</b>	<b>(\$114,454)</b>	<b>(\$469,868)</b>
<b>ATTENDANCE COST PER PERSON</b>		<b>(\$7.01)</b>	<b>(\$4.27)</b>	<b>(\$3.63)</b>	<b>(\$4.97)</b>

- b. a five-year fundraising forecast;

### ***Fund Raising Forecast:***

The ancillary sources of revenue are very large. From the obvious sponsorships, "Friends of Cascades", patron, membership, parking VIP, to on line sharing in artists album sales and other items when linked from the Amphitheater website while someone is purchasing a ticket to a specific show. This is certainly going to be a work in progress for whoever is chosen to be the Operator for these large events.

Certainly as events are produced and people see and touch the venue, and if we perform properly in customer care and hire the right artists, we will begin to attract businesses and individuals to join in. Many of these customers will start off with the wait and see attitude. That is normal and understood. Our performance will bring them in.

Under the attached proforma of the Five-Year Plan, at the bottom of the recap sheet, we show various line items for revenue and some general numbers to get started. We feel that with the right effort and commitment, these numbers will become real and expand. The VIP parking for example, all depends on what is available property wise, the entertainment package depends on the artist availability for meet and greets (some do some don't), the naming rights for the venue will depend on the numbers of people attracted over all events. We feel that two marquee LED large electronic signs would be a strong marketing tool for all events at the venue. It might be possible to include the naming of the venue in with the purchase of two large road electronic signs, if permits allow on S Monroe and the Parkway. These signs would cost approximately \$100,000 each. We have seen with our sign on Lafayette Street over the years, where we certainly don't have the high traffic count that these two possible locations have, that the first ticket we sell is generated as soon as we put it on the sign. Literally within minutes.

There is a lot of room for creative thinking and salesmanship in this area to be realized.

- c. cash management, security and accounting procedures for settlements with concert promoters following events;

### ***Cash Management, Security, & Accounting procedures for settlements:***

By Cash Management, we assume you are referring to the real cash, the actual cash that is generated the day of the event, from ticket sales and concessions. This would be covered in the first security draft plan submitted by Roy Bedard and our staff after viewing the physical property. We would not want to speculate or make public any plan regarding the security of, or handling of actual cash.

On a technical end, each employee that is handling cash would have a set bank of money, one's, five's, ten's and 20's. A POS system would most likely be used per concession outlet, certainly for each of the two on site, day of show, ticket booths. We see no more than two of these ticket stations. Each concession sales person would have a set bank, and an inventory of items to sell. At the end of the event, these two would be balanced and the money audited for compliance. The budget for this management is built into the cost of the concessions that net the 44%.



- d. a narrative description on how the vendor, Visit Tallahassee and STAGE will work together to develop a profit sharing agreements that, after March 1, 2015, may include the County, City and the Operator;

### ***Profit Sharing Agreement:***

As detailed below, the first 18 months and each two 18-month periods thereafter, a guaranteed payment to the Operator is budgeted. The total payment would be this retainer plus percentage with a minimum show fee. After March 15, 2015, if selected, our company and VT will have gain tremendous insight into the financial details of real numbers, not budgets and proformas. We would not be doing our job if by 2015 a re-negotiated agreement allowing for performance-based payments was not in place. However, we do not want to mislead the County/City into thinking that after 18 months this venue will be on its way to annual profitability based on "ticketed events". The popularity of a musical artist is fleeting and hard ticket sales come and go. The demand on disposable income for ticket sales is enormous in our market, with FSU, FAMU and TCC having great venues, staffing, and large buying budgets. Not to mention other organizations like 7 Days and the large shows at the Civic Center. There is no one that could guarantee that in March of 2015 this venue would become a cash flow provider from these type events. The best hope is that we can benefit from our 28 years of buying tough, run a tight ship on costs and drive the per person subsidy lower and lower with each year. Realistically, that might be the target.

- e. any additional information as necessary

### ***Additional Information:***

We are not in competition between the two venues as some have asked. We have worked hand in hand with all venues in this town for our 28 years. We actively promote, on our Lafayette Street marque all Civic Center shows, and others as well. The Civic Center promotes our shows. It's important to know what the other venues are doing, but in the case of the Amphitheater, with the size and the budget for entertainment that is proposed with this response, there are only a few venues that would affect these shows. We see great cross promotions with many venues, from signage, in house announcements, social network, to VIP parking.

A quick co-promo idea is VIP parking at the Moon, and then being bussed down the street. It's a 2-minute drive. The Moon box office is open weekdays from noon to 6 pm. When the first show goes on sale, we need to have a physical place people can go to get in touch with a real person who can give real answers. We would be honored to participate in this in any manner approved by the County/City, if needed.

We would not need to use the name "Scott Carswell Presents" other than when buying from the responsible agents. It is a name they are familiar with, and will make the process seamless. As to using it for any other branding, it's not necessary. We want the radio station, or the hotel, or the corporate partner sponsor to take all the recognition available after the contract is negotiated and signed.



2. Provide a copy of the firm's most recent financial statement.

**Firm's Financial Statement:**

As stated in the opening, the entity being used in this response is a new LLC formed for the purpose of this specific response. As with any new entity, this LLC has no history, only is owners and management team. While we could have considered using Moon Management, Inc., it had impossible barriers. First and foremost the Alcohol Beverage license and obvious insurance and liability issues that might cross over. Second, we would not be willing to make financial statements open to the public. Julie and I would not consider doing this individually, so that is why the new LLC. As this is not a RFP for this new entity to actually fund the shows, take the risk, or have funds to cover potential losses like we do with The Moon, the financial requirements of this LLC are very limited. We have promoted over 300 shows with The State of Florida and are use to their reimbursement requirements and time lines. In our judgment, a member contribution of \$25,000 to this LLC would be ample working capital for this entity to float whatever cash is required before reimbursement from the County/City. We are certainly willing to place that in the LLC if/when selected. If more is needed for a specific show or legal reason why the County/City can not make an up front deposit when needed, adjustments can be discussed on those occasions in order to move fast. But after 28 years, we do not have to make deposits to confirm all shows. We confirm shows by written offers, receive contracts, and in most instances go on sale well before any deposit is due.



## C. Local Community Involvement

**Community Knowledge** – Both Scott and Julie Carswell were born in Tallahassee. We are now fifth (Carswell/Simmons) and fourth (Carlson/Brock) generation Tallahassee families. Scott attended Sealey Elementary, Raab and Florida High School, graduating from FSU in 1972. Julie attended North Florida Christian School, Lincoln High School and TCC. Our son Scott Jr is currently a junior at FSU, and our youngest son Jack is an incoming freshman at FSUS.

**Relationships** – We are the host venue for charity shows, balls and banquets, political gatherings, boosters events for both Universities, Daddy Daughter dance, ALS benefit, Sickle Cell, Breast Cancer, Hospice, United Way, Red Cross, Boys and Girls Club, Press Skits, Pyramid Studio, and so many more every year. The Moon was used over 26 nights in 2012 at either a completely donated price or a greatly reduced fee. These groups depend on our venue for their annual fund raising activities, which are centered around corporate sponsors and public sales. We assist each of them in every way we can.

Other examples of community relationships are the retirement galas we have produced for Leonard Pepper, Roosevelt Wilson, Godfrey Smith, EC Allen, Dr Laurie Dozier, Jr., Dr Soto, and many others, including Joe Thomas next month.

Other major events include, the MaClay annual auction with KC and the Sunshine Band, and the Holy Comforter annual auction, Dr Frederick Humphries Homecoming Gala, many Urban League Galas, and Black Caucus events with Al Lawson.

In addition to Moon events, we have contributed with our time and resources on many annual events like, TMH Gala at Civic Center, Goodwood Plantation Events and the Spring Fling for Big Bend Hospice at Tallahassee Nurseries.

We have worked very close with the Seminole Boosters, see Andy Millers Letter, and successfully hosted and produced the annual Scott Carswell Jr. Golf Tournament for an Endowed Athletic Scholarship in his name. Personal and Corporate sponsors have contributed over \$100,000 over the last nine (9) years.

We work very close with many of the towns lobbying firms on fund raising activities.

We have worked with Andy Reiss for over 28 years and would hope to continue our business relationship if we are chosen for this project.

We have no problem with selling this venue; it is truly special and will be a great asset for this community. We want to provide the same level of customer attention to each ticket buyer at the Amphitheatre as we do in our business.



## D. Local Vision

As shown in the proforma five-year plan, a cash investment in the ten (10) shows over 18 months will most likely be the case by the County/City. There is no way we can say that every show will be a winner. If we went into this deal with a mandate that "every show has to make a profit" we would not be responding, or certainly not be responding honestly. The effort will be to limit that investment to as small a "per person" cost as we can to achieve the most ripple effect thought the County/City at hotels, restaurants, bars, the malls, hair salons, clothing stores, auto sales, gas stations, fast food, really all retail stores, and so many more. The economic benefits will be significant to our community.

Popular touring artists bring an audience that would not normally be coming to the downtown area. Some will truly be "tourists" for the event. Hopefully we can introduce the Park to these ticket buyers, and not only will they come back for more shows, but they will use the Park for other activities as well.

A variety of events is very important, and we have addressed that part of our background in the opening report. However, the relationship with the two neighborhoods that will be most effected by any large gathering at this venue is just as important. There are some shows that just do not need to be considered at this venue. A prime example is a show we do often at The Moon. I will quote the opening line on the contract, and in the font that is used: " NO DB LIMIT listed anywhere, and cannot be stuck from contact". While this show will work inside a concrete enclosed building with earplugs, it would never work in Cascades Park. It would be an outrage to put this show in an outside venue, so close to those homes.

We have to be selective with the artists that are considered and make sure well before any contact is negotiated, that a sound level is understood, that an ending time is mandatory, and that basic decency is assured in the performance. If not, we move on to another artist, there are plenty to choose from.

Names to consider (just a few): Following are shows we have produced, some many times, but are now too expensive for our venue: The Temptations, The Avett Brothers, Wilco, Bonnie Raitt, The Four Tops, Brantley Gilbert, Eric Church, Wide Spread Panic, BB King and The Allman Brothers.

Other Names to Consider:

Simon and Garfunkel, Bruce Hornsby, Martina McBride (might be a little to much money), Anita Baker, Kansas and Toto, Peter Frampton and Grace Potter and the Nocturnals.

Dinner Theatre. We worked with Richard Fallon and Gil Lazier for many years putting on wonderful shows. FSU needs to have a place to bring out that talent in an environment like this theater. As Richard always said, the students need to work this type of theater because not all of them are going to end up on the big screen. It was a great partnership and could be again.

Food Fest. We were told about an interesting festival called Rib Fest that was a big hit last year. A large cook out could be a big draw for limited financial exposure. In addition it would not impact the neighborhood like a musical event that lasts into the night.

We hope and believe the first large event should be the Tallahassee Symphony Orchestra performing a Pops in The Park. It would be a big show but with a more "soft" opening kind of feel. This is probably already in the works, but we wanted to add our support to this idea.

The Moon hosted one of the first, if not the first, Pops performance by the Symphony on September 24, 1985 when Nicholas Harsanyi was the Director. We will never forget what an event that was, and how gracious this man was to bring his world renound name, and that amazing assembly of talent to our new venue. It would be the perfect way to open this one as well.



## E. Management Proposal

A base management fee of five thousand (\$5,000) dollars per month is proposed to fund the day to day efforts, much of it front loaded, that will be required to open this facility and plan these large events. This would cover all the staff listed on the Management sheet, other than the three days surrounding each event; day before, day of and day after. Some of these people (not Scott or Julie) would be considered direct labor for each event.

This monthly retainer is certainly subject to negotiations, as some of the definition of the scope of the work is not clear. In the introduction, page 2, third paragraph; "The events outside the 10 regional, ticketed concerts are not covered under this RFP..." Then the next sentence adds, "The firm selected is expected to work with STAGE for ticketed, regional concerts, as well as "local" events..." Certainly, if selected, we would be happy to share all our plans and expertise for all events if asked. It seems like a normal function, as we are located right next to the property anyway.

An additional per event fee would be paid to Operator based on a percentage of the "promoter profit" that is listed on the proforma statements. While this 15% of total expenses is billed to the show before any bonus or percentage is paid to the artist, many time is it not a real cash figure that is realized from sales. For this reason, the fee we are proposing would be 1/3 of this 15% paid, or \$9,000 per event, which ever is higher.

Both of these numbers are built into the proforma and the final five-year operating budget.





## F. Conclusion

Why we are the best choice: *Experience*

In this industry, just over ½ mile from the Amphitheater, in 28 years we have:

Paid over \$17,000,000 in payroll and payroll taxes

Paid over \$16,000,000 in artist fees

Paid over \$6,000,000 in sales taxes

Paid over \$200,000 in beverage taxes

Paid over \$400,000 in property taxes

Paid over \$1,650,000 in utilities

Paid for over 10,000 hotel nights for artists (not counting ticket buyers)

Donated over 600 day/night events for charities

Managed the largest private parking lot for event assembly in the County

Paid over \$2,000,000 to the Tallahassee Police Department off duty officers

Produced over 1,000 national acts and directly accounted for all ticket revenue and settlements without ONE incident of controversy

The proven level of diversity in our programing and employment is unmatched anywhere

We have direct and long-standing relationships with all the "responsible" agents, thus eliminating any "middle" agent wasted fees

We have a team of people that have worked together for 28 years; the same people we started with are still here. There is a reason for that.

We have the support of our neighborhood in this proposal.

We have sold Sponsorships and created VIP Corporate Entertainment successfully for over 1,000 show and private events.

We have managed concessions of food and beverages successfully, and maintained a 4 COP State of Florida License in good standing.

The five-year plan is based on 28 years of local, actual, hard, real, live numbers that we have generated and realized a profit from. We will watch every dollar that is spent or received just as we have our business. We have to; it's our tax dollars too.

We live and work ½ mile from Cascades Park.

We maintain a box office, marketing and production staff full time. Our IT personnel handles our on line sales which integrates to our website. This would be a natural and easy step to build and maintain a great site for the Amphitheater large events.

We are honored and proud to make this proposal for the Operator position of the Capital City Amphitheater at Cascades Park.

Thank you for your consideration,

Regards,

Scott and Julie Carswell

## Attachments - Letter of Reference



*An historic downtown neighborhood association dedicated to preserving our quality of life.*

May 19, 2013

To whom it may concern:

The Woodland Drives Neighborhood Association board unanimously supports Scott Carswell's proposal to the RFP by the Leon County Board of County Commissioners of Tallahassee to manage the ten ticketed events for Cascades Park.

Scott Carswell is our only local expert in these matters. He is experienced in negotiating with tour management in ways that have maintained his business at a profitable level through 28 years in business. He knows the ticket base in Tallahassee and what events interest and draw in audiences from outside the immediate area as well as within it.

As a local resident he is always readily at hand to coordinate as necessary with City Staff, all of whom are known to him and he to them. He is a local employer; any jobs generated would go to residents of Tallahassee.

The clear bone of contention between the contiguous neighborhoods and the Cascades Amphitheater is management of sound. Scott Carswell began his business under a cloud based on the effects of sound from The Moon on his neighbors.

He is now a supportive member of the neighborhood association who has learned to conduct his business in harmony with his neighbors. He is our neighbor, someone whom we feel we can contact with our concerns even while knowing that he is unwilling to shortchange his audiences with less than professional standards. In matters that might deteriorate into antagonism with an outside management company, we believe we can discuss and negotiate with Scott to find the best possible outcome.

We hope that you will give favorable consideration to his proposal.

A handwritten signature in cursive script that reads "Mary Frederick".

Mary Frederick, President, Woodland Drives Association

## Attachments - Letter of Reference



Scott Carswell <scottcarswell@gmail.com>

---

### Scott Carswell

1 message

Miller, Andy <AMiller@admin.fsu.edu>

Tue, May 21, 2013 at 1:53 PM

To: "scottcarswell@gmail.com" <scottcarswell@gmail.com>, "scott@moonevents.com" <scott@moonevents.com>

To whom it may concern:

Seminole Boosters Inc. has worked in conjunction with Scott Carswell (The Moon) for many years and with many events in order to raise money for the boosters. Through his help over the years, we have successfully raised well over \$100K. His knowledge of corporate sponsorship fund raising has been and will continue to be a great asset to Seminole Boosters Inc, as well as Florida State athletics.

Andy Miller, President  
Seminole Boosters, Inc.  
(850)644-3484



## Attachments - Letter of Reference

# Earl Bacon Agency

INSURANCE • BONDS

May 21, 2013

Mr. Scott Carswell  
SCOTT CARSWELL PRODUCTIONS  
P.O. Box 1717  
Tallahassee, Florida

Scott:

We continue to work on quotes for the coverage required in the County's Venue Management RFP for the Cascades Park Amphitheater.

We received one premium indication that encompasses all of the coverage required. That indication from Westfield Insurance was \$11,000 to \$12,000 for the year.

Westfield Insurance is an outstanding company, but not one that specializes in this type of operation. We have submissions into a couple of other carriers that have specific insurance programs for venue managers and are working with them to get all of the information they need to quote.

I believe we will end up with premiums around \$4,000 to \$5,000 for the primary \$1,000,000 layer of Commercial General Liability insurance. Umbrella premiums usually run \$500 to \$750 per \$1,000,000 of requested limit. A \$5,000,000 limit will likely run between \$3,000 and \$4,000 per year. The Employee Dishonesty coverage will be, perhaps, another \$1,000. Total annual premium is estimated at between \$ 8,000 and \$9,000.

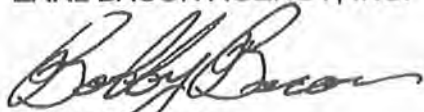
You also asked about Event Cancellation coverage. As you might imagine, the cost varies significantly in Florida depending on the location of the event and the time of year. So, inland venues, such as this one, carry a lower rate. Events in the winter and spring are less expensive, while events scheduled during hurricane season are more.

Event cancellation coverage will average \$1,000 to \$1,500 per event for a \$100,000 limit of coverage. However, some savings are to be had if this coverage were purchased for all ten events at once.

Please let me know if we may provide you any more information on this program.

Sincerely,

EARL BACON AGENCY, INC.



Robert K. Bacon



P. O. Box 12039 • Tallahassee, Florida 32317

Phone: (850) 878-2121 • Fax: (850) 877-6396 • [www.earlbacon.com](http://www.earlbacon.com)





RFP Title: Request for Proposals for Professional Management and Operational Service for the Capital City Amphitheater at Cascades Park for all Ticketed, Regional Concerts

Proposal Number: BC-05-23-13-38

Opening Date: May 23, 2013 at 2:00 p.m.

---


**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: \_\_\_\_\_

Firm: \_\_\_\_\_

  
Managing Member

Scott Carswell Presents LLC

RFP Title: Request for Proposals for Professional Management and Operational Service for the Capital City Amphitheater at Cascades Park for all Ticketed, Regional Concerts

Proposal Number: BC-05-23-13-38

Opening Date: May 23, 2013 at 2:00 p.m.

### 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 insurance 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:	_____
	Indicate Best Financial Classification:	_____

---

Business Auto:	Indicate Best Rating:	_____
	Indicate Best Financial Classification:	_____

---

Event 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: \_\_\_\_\_  
Indicate Best Financial Classification: \_\_\_\_\_

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.

RFP Title: Request for Proposals for Professional Management and Operational Service for the Capital City Amphitheater at Cascades Park for all Ticketed, Regional Concerts  
Proposal Number: BC-05-23-13-38  
Opening Date: May 23, 2013 at 2:00 p.m.

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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 Leon County. At the option of Leon County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Leon 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, & Event Liability

Primary and not contributing coverage-  
General Liability, Automobile Liability, & Event Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers) - General Liability, Automobile Liability, Event Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Event Liability, Worker's Compensation & Employer's Liability.

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 Scott S Creswell  
Typed or Printed

Signature [Signature]

Date 5/22/13

Title Managing Member  
(Company Risk Manager or Manager with Risk Authority)

RFP Title: Request for Proposals for Professional Management and Operational Service for the Capital City Amphitheater  
at Cascades Park for all Ticketed, Regional Concerts

Proposal Number: BC-05-23-13-38

Opening Date: May 23, 2013 at 2:00 p.m.

**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 judgment 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 statutes 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

\_\_\_\_\_  
Managing Member

\_\_\_\_\_  
Title

\_\_\_\_\_  
Scott Carswell Presents LLC

\_\_\_\_\_  
Contractor/Firm



RFP Title: Request for Proposals for Professional Management and Operational Service for the Capital City Amphitheater at Cascades Park for all Ticketed, Regional Concerts  
Proposal Number: BC-05-23-13-38  
Opening Date: May 23, 2013 at 2:00 p.m.

**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: Scott Carswell Presents LLC

Signature: [Signature] Title: Managing Member

STATE OF Florida

COUNTY OF Leon

Sworn to and subscribed before me this 22nd day of May, 2013

Personally known X

[Signature]  
NOTARY PUBLIC

OR Produced identification \_\_\_\_\_

Notary Public - State of Florida

\_\_\_\_\_  
(Type of identification)

My commission expires: July 29, 2016

Printed, typed or stamped JANET MARIE SKELTON  
COMMISSIONED Notary  
Expires July 29, 2016  
Bonded Thru Troy Fain Insurance 800-385-7019

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.**

RFP Title: Request for Proposals for Professional Management and Operational Service for the Capital City Amphitheater at Cascades Park for all Ticketed, Regional Concerts  
Proposal Number: BC-05-23-13-38  
Opening Date: May 23, 2013 at 2:00 p.m.

### 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:

- 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
- Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- 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 and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: <b>Scott Carswell Presents LLC</b>	
Current Local Address: <b>1105 E. Lafayette Street Tallahassee, FL 32301</b>	Phone: <b>850-878-6900 ext 114</b> Fax: <b>850-692-3416</b>
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address: <b>28 Years</b>	
Home Office Address: <b>Same as above</b>	Phone: Fax:

  
Signature of Authorized Representative

**5/22/13**  
Date

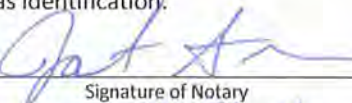
STATE OF Florida  
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 22nd day of May, 2013  
By Scott Carswell of Scott Carswell Presents, LLC  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)  
a Florida Corporation, on behalf of the corporation. (He/she is personally known to me  
(State or place of incorporation)  
or has produced \_\_\_\_\_ as identification.

Return Completed form with supporting documents to:

Leon County Purchasing Division  
1800-3 N. Blair Stone Road  
Tallahassee, Florida 32308



  
Signature of Notary  
Janet Skelton  
Print, Type or Stamp Name of Notary  
Notary  
Title or Rank  
**EE 214639**  
Serial Number, If Any



RFP Title: Request for Proposals for Professional Management and Operational Service for the Capital City Amphitheater at Cascades Park for all Ticketed, Regional Concerts

Proposal Number: BC-05-23-13-38

Opening Date: May 23, 2013 at 2:00 p.m.

### NON-COLLUSION AFFIDAVIT

I, Scott Carswell of the city of Tallahassee, Florida according to law on my oath, and under penalty of perjury, depose and say that:

1. I am Scott Carswell  
of the firm of Scott Carswell Presents LLC

in response to the Request for Proposals for: Proposal Number BC-05-23-13-38  
Professional Management & Operational Services for the Capital City Amphitheater at Cascades Park for all Ticketed, Regional Concerts  
~~Lafayette Street Sidewalk and Roadway Improvements for Leon County~~, and that I executed the said proposal with full authority to do so.

2. This response has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor; and, no attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;

3. The statements contained in this affidavit are true and correct, and made with full knowledge that Leon County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

  
(Signature of Responder)

5/22/13  
(Date)

STATE OF FLORIDA  
COUNTY OF Leon

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Scott Carswell who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this 22nd day of May 2013.



  
NOTARY PUBLIC

My Commission Expires: July 29, 2016

RFP Title: Request for Proposals for Professional Management and Operational Service for the Capital City Amphitheater at Cascades Park for all Ticketed, Regional Concerts  
Proposal Number: BC-05-23-13-38  
Opening Date: May 23, 2013 at 2:00 p.m.

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**DRUG-FREE WORKPLACE FORM**


The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

Scott Carswell Presents LLC

\_\_\_\_\_  
(Name of Business)

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 response/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 response/bid, the employee 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 (Florida Statutes) 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 abuse assistance or rehabilitation program if such is available in the employee's community, or 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 that this firm complies fully with the above requirements.

  
\_\_\_\_\_  
Responder's Signature

  
\_\_\_\_\_  
Date



# Leon County Board of County Commissioners

## Cover Sheet for Agenda #20

July 9, 2013

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

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

**Title:** Authorization to Negotiate an Agreement with Scott Carswell Presents LLC for Professional and Operational Service for the Capital Cascades Amphitheater at Cascades Park for Ticketed, Regional Concerts

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Director of Economic Development & Business Partnerships
<b>Lead Staff/Project Team:</b>	Lee Daniel, Director, Tourism Development Shelly Kelley, Director of Purchasing

### **Fiscal Impact:**

The item has a fiscal impact on the Division of Tourism Development's FY 2013 and FY 2014 budgets. For FY 2013, \$30,000 is required to begin marketing the amphitheater and to develop the amphitheater website. The Resolution and associated Budget Amendment Request, in the amount of \$30,000, is attached for approval. The Division of Tourism Development's FY 2014 budget request includes \$66,000 for the management company contract that would commence on October 1, 2013, and \$70,000 for amphitheater programming and marketing related expenses. Depending on final negotiations between the County and City on costs associated with the proposed use of the Meridian Point Building for ticketed concert needs, additional funds may be required to pay for building maintenance costs.

### **Staff Recommendation:**

- Option #1: Authorize staff to negotiate an agreement with Scott Carswell Presents LLC for professional and operational service for the Capital Cascades Amphitheater at Cascades Park for ticketed, regional concerts, and authorize the County Administrator to execute the agreement in a form approved by the County Attorney.
- Option #2: Approve the Resolution and associated Budget Amendment Request in the amount of \$30,000 to commence initial marketing efforts and to develop a website for the amphitheater concert series (Attachment #1).

## **Report and Discussion**

### **Background:**

On August 28, 2012, the Board approved a draft Interlocal Agreement that would direct the County, through its Division of Tourism Development, to be responsible for the booking and promotion of up to 10 regional, ticketed concerts during the first 18 months of the Capital Cascades Amphitheater operation. These concerts would be designed to draw regional visitors who would require overnight accommodations to help improve economic development through tourism. As part of developing budget projections, staff estimated costs associated with the hiring of a private management company with expertise in the music entertainment business plus various booking and marketing expenses.

### **Analysis:**

On April 19, 2013, Leon County Purchasing issued a Request for Proposals for Professional Management and Operational Service for the Capital Cascades Amphitheater at Cascades Park for all ticketed, regional concerts (Attachment #2). A total of 310 vendors were notified through the automated procurement system. Of these, 13 vendors requested bid packages, and the County received one response from Scott Carswell Presents LLC on May 30, 2013 (Attachment #3).

A selection committee was formed to evaluate proposals. The following committee members were appointed by the County Administrator to provide a broad perspective on the topic of booking and promotion activities for regional, ticketed concerts at the Capital Cascades Amphitheater:

- Lee Daniel, Leon County Tourism Development
- Dee Crumpler, City Parks, Recreation & Neighborhood Affairs
- Julz Graham, KCCI
- Dr. Kawachi Clemons, FAMU Music Department
- Jeanie Conner, Myers Park Neighborhood Association

The committee met on June 26, 2013 to review the response and ascertain if the applicant met all the qualifications for consideration. After review, discussion, questions, and answers, the committee unanimously recommended that the Board authorize staff to enter into contract negotiations with Scott Carswell Presents LLC for professional management and operational service at the amphitheater. Mr. Carswell and his staff have extensive experience in concert booking and marketing, operate a business in the Woodland Drives neighborhood area, and Mr. Carswell is a resident of Myers Park. Mr. Carswell has also provided expertise to the Blueprint 2000 team on amphitheater design issues. If terms of a contract with Scott Carswell Presents LLC cannot be agreed upon, then a RFP would be reissued.

As part of the FY 2014 budget process, the Division of Tourism Development has proposed \$66,000 for the management contract associated with this agenda item and \$70,000 for booking and marketing expenses associated with the 10 regional ticketed events. In addition, Tourism Development is requesting \$30,000 for FY 2013 from the Tourist Development unallocated fund balance to commence initial marketing efforts and to develop a website for the amphitheater concert series. Depending on final negotiations between the County and City on costs associated with the proposed use of the Meridian Point Building for ticketed concert needs, additional funds may be required to pay for building maintenance costs.

**Options:**

1. Authorize staff to negotiate an agreement with Scott Carswell Presents LLC for professional and operational service for the Capital Cascades Amphitheater at Cascades Park for ticketed, regional concerts; and, authorize the County Administrator to execute the agreement in a form approved by the County Attorney.
2. Approve the Resolution and associated Budget Amendment Request in the amount of \$30,000 to commence initial marketing efforts and to develop a website for the amphitheater concert series (Attachment #1).
3. Do not authorize staff to negotiate a contract with Scott Carswell Presents LLC.
4. Board direction.

**Recommendation:**

Options #1 and #2.

**Attachment:**

1. Budget Amendment and Resolution in the amount of \$30,000
2. RFP for Professional Management and Operational Service for the Capital Cascades Amphitheater
3. RFP Response from Scott Carswell Presents LLC

VSL/KM/SK/lld

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #14**




# Leon County Board of County Commissioners

## Agenda Item #14

June 19, 2018

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

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

**Title:** Authorization to Reject all Bids for Solicitation BC-02-15-18-19, Raymond Tucker Road Drainage Improvement Project

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship Tony Park, Public Works Director
<b>Lead Staff/ Project Team:</b>	Shelly Kelley, Purchasing Director

### **Statement of Issue:**

This agenda item seeks the Board's authorization to reject all bids for Solicitation BC-02-15-18-19 for the Raymond Tucker Road Drainage Improvement Project as the only bid received exceeded the engineer's estimated budget by 20% or \$400,000.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Authorize the Purchasing Director to reject all bids for Solicitation BC-02-15-18-19 for the Raymond Tucker Road Drainage Improvement Project.

## **Report and Discussion**

### **Background:**

Pursuant to Leon County Purchasing Policy, this item seeks Board approval to reject all bids for the Raymond Tucker Road Drainage Improvement project. The County received only one bid for this project and it exceeded the engineer's estimated budget by approximately 20% or \$400,000.

As a result of previous storms (dating back to Tropical Storm Faye), this project was developed and approved for funding to construct increased cross drain openings to reduce flooding that will maintain flow levels below roadway elevations during the storm events. The two impacted neighborhoods only have one access point each. This project provides a long-term solution to prevent storm flooding that could cause a future road failure of the neighborhood's single access entrances. The construction project will:

- Replace existing double cross drain on Raymond Tucker Road with a new elliptical cross drain. Clean and reshape ditches on Raymond Tucker Road.
- Replace existing cross drains on Golden Pheasant Drive with a simple span bridge.
- Replace existing cross drains on Windwood Way with a simple span bridge.
- Replace existing cross drains on Weeping Willow Way with a simple span bridge.

### **Analysis:**

The Invitation to Bid for the Raymond Tucker Road Drainage Improvements project was advertised locally on January 12, 2018. A total of 793 vendors were notified through the automated procurement system. A total of 60 vendors requested bid packages. On February 15, 2018, the County received one bid from Hale Contracting, Inc. in the amount of \$2,486,018.75.

The single bid was significantly over the engineer's estimated budget for the project of \$2.1 million. Consistent with County Purchasing Policy, Public Works staff, in conjunction with the single bidder, attempted to reduce costs without any substantial changes to the scope of work; however, these attempts were unsuccessful. Pursuant to the Purchasing policy, Section 5.08, subsection J. *Cancellation of Invitations for Bids*, the County does reserve the right to reject all bids when the bid prices exceed the budget.

To reduce costs, engineering staff has evaluated the project and is developing an alternative design to be used for a future bid. Staff recommends rejecting all bids and re-soliciting this project at a later date.

**Options:**

1. Authorize the Purchasing Director to reject all bids for Solicitation BC-02-15-18-19, Raymond Tucker Road Drainage Improvements
2. Do not authorize the Purchasing Director to reject all bids for Solicitation BC-02-15-18-19, Raymond Tucker Road Drainage Improvements
3. Board direction.

**Recommendation:**

Option #1.

**Attachment:**

1. Bid Tabulation

**LEON COUNTY PURCHASING DIVISION  
BID TABULATION SHEET  
BC-02-15-18-19**

Attachment #1  
Page 1 of 1

**Bid Title: Raymond Tucker Road Drainage Improvement Project**

**Opening Date: Thursday, February 15, 2018 at 2:00 PM**

Item/Vendor	<i>Hale Contracting</i>			
Response Sheet with Manual Signature	<i>Yes</i>			
Affidavit Immigration	<i>Yes</i>			
MWSBE	<i>Yes</i>			
Insurance Certification	<i>Yes</i>			
Identical Tie Bid Statement	<i>Yes</i>			
Contractor's Business Information Form	<i>Yes</i>			
Non Collusion Affidavit	<i>Yes</i>			
Certification/Debarment Form	<i>Yes</i>			
Applicable Licenses/Registrations	<i>Yes</i>			
Trench Safety Act	<i>Yes</i>			
Addendums	<i>Yes</i>			
<i>Bid Bond</i>	<i>Yes</i>			
Base Bid	<i>\$ 2,486,018.75</i>			
<i>Cert. Grades</i>	<i>Yes</i>			
<i>Local Vendor</i>	<i>Yes</i>			



Tabulated By

*Shelly Kelley*

*Erin M. [Signature]*  
Posted June 11, 2018



**Leon County  
Board of County Commissioners**

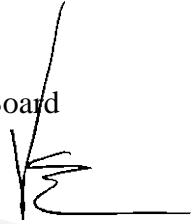
**Notes for Agenda Item #15**

# Leon County Board of County Commissioners

## Agenda Item #15

June 19, 2018

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

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

**Title:** Status Report on Alternative Approaches to the 2019 Created Equal Event and Free and Reduced Tickets

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Mathieu Cavell, Assistant to the County Administrator for Community Relations and Resilience Britney Smith, Public Information and Communications Manager

### **Statement of Issue:**

As requested by the Board at the April 10, 2018 meeting, this agenda item provides an evaluation of alternative approaches to the 2019 Created Equal event and an update on reduced ticket pricing. Upon further evaluation, Tallahassee Symphony Orchestra, The Village Square, and staff recommend proceeding with the symphony and conversation format as previously approved by the Board at the February 13, 2018 meeting.

### **Fiscal Impact:**

As recommended, this item does not have a fiscal impact. However, if the Board approves hosting an additional Created Equal event on Thursday, March 28, 2019, the additional cost is \$13,500 for space rental, food, promotion and marketing, and additional contract services from The Village Square to host a second facilitated conversation. With the County's previously approved \$20,000 title sponsorship, this would bring the County's total commitment to the 2019 Created Equal events to \$33,500.

### **Staff Recommendation:**

Option #1: Accept the status report evaluating alternative approaches to the 2019 Created Equal event and the update on free and reduced tickets and take no further action.

## Report and Discussion

### **Background:**

As requested by the Board at the April 10, 2018 meeting, this agenda item provides an evaluation of alternative approaches to the 2019 Created Equal event. Upon further evaluation, Tallahassee Symphony Orchestra, The Village Square, and staff recommend proceeding with the symphony and conversation format as previously approved by the Board at the February 13, 2018 meeting.

At the January 23, 2018 meeting, the Board directed staff to evaluate an agreement with the Tallahassee Symphony Orchestra and The Village Square to host the 2019 Created Equal event as part of a dynamic symphonic project. In fulfilling this direction, at the February 13, 2018 meeting, staff presented and the Board approved the County's collaboration with the Tallahassee Symphony Orchestra and The Village Square to host the 2019 Created Equal event as part of a dynamic symphonic project. Named "Ode to Understanding," the symphony features an African American composer and performers, along with Beethoven's 9th Symphony, at Ruby Diamond Concert Hall.

To be held on March 31, 2019, the two-part concert event titled "Ode to Understanding" features work by Joel Thompson and Beethoven. Atlanta-based Joel Thompson is an African American composer, pianist, conductor, and educator. Tallahassee Symphony Orchestra's vision is that the first half of the musical performance features Thompson's "Seven Last Words of the Unarmed" in a powerful multi-movement work that quotes utterances from seven unarmed black men before they were shot and killed by authority figures. The concert's second half builds unity by presenting Beethoven's beloved 9th Symphony, considered the ultimate expression of humanity and brotherhood. Following the symphony, Leon County and The Village Square would lead a facilitated conversation about race, ethnicity, and other crucial issues using the successful Created Equal model.

Elevated to a Strategic Initiative at the 2017 annual Board Retreat, Created Equal is conducted annually as part of the County's ongoing Citizen Engagement Series. Beginning in 2016, Created Equal has grown each year, most recently occurring on January 9, 2018 to a capacity crowd at The Moon. Past programs have featured inspirational speakers, Emmy-nominated television and stage performers, as well as local storytellers willing to share intimate moments in their lives.

This agenda item is essential to the following FY2017-FY2021 Strategic Initiative:

- *As part of Leon County's Citizen Engagement Series, conduct an annual "Created Equal" event to strengthen the County's commitment in tackling difficult subjects. (2017-12)*

This particular Strategic Initiative aligns with the Board's Governance Strategic Priorities:

- *(G1) - Sustain a culture of transparency, accessibility, accountability, civility, and the highest standards of public service.*
- *(G3) - Sustain a culture that respects, engages, and empowers citizens in important decisions facing the community.*

**Analysis:**

At the February 13, 2018 meeting, the Board approved the collaboration with the Tallahassee Symphony Orchestra and The Village Square to host the upcoming 2019 Created Equal event. The event will continue to build on the momentum of past Created Equal programs by inviting and engaging an even larger audience with a dynamic symphonic project followed by a facilitated conversation on race, ethnicity, and other crucial issues. As part of the collaboration, the County approved \$20,000 to be a title sponsor of the event, with part of the funding to be used by Tallahassee Symphony Orchestra to increase and diversify attendance from across the community while reducing the cost for some attendees.

Subsequently, at the April 10, 2018 meeting, Chairman Maddox requested and the Board approved an update on how the reduced ticket pricing would be structured and for staff and the partners to evaluate adding one additional forum to the originally approved event.

With regards to tickets, the Tallahassee Symphony Orchestra provided an update on the amount of free and reduced tickets as well as the distribution method. Partly through the County's title sponsorship, organizers will make 200 free tickets available to the community with another 300 at \$20 each, a greatly reduced cost from the average ticket price of nearly \$100 for similar performances. To ensure increased community participation and diversity, the Tallahassee Symphony Orchestra will directly engage with and promote these free and reduced tickets to area nonprofits, faith-based organizations, and other community organizations.

The partners also evaluated conducting an additional forum to the original approved event. As approved, the original event follows the model recommended by TSO and the symphony composer to immediately follow the performance with the facilitated conversation. Upon evaluating an additional forum, the Tallahassee Symphony Orchestra, The Village Square, and staff do not recommend adding an additional forum, as a second similar event in close proximity would draw from the same audience and affect attendance at both events. Also, the additional forum would cost \$13,500 for space rental, food, promotion and marketing, and additional contract services from The Village Square, bringing the County's total commitment to the 2019 Created Equal to \$33,500.

In conclusion, this item recommends continuing with the original proposal of a Sunday symphony followed by a facilitated conversation. Leon County Community and Media Relations will continue to work closely with Tallahassee Symphony Orchestra and The Village Square to support promotion and marketing of the 2019 Created Equal event to ensure wide, diverse ticket distribution, as well as day-of logistics and execution.



Title: Status Report on Alternative Approaches to the 2019 Created Equal Event and Free and Reduced Tickets

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**Options:**

1. Accept the status report evaluating alternative approaches to the 2019 Created Equal event and the update on free and reduced tickets and take no further action.
2. Direct staff to conduct an additional forum to the original event, and approve a budget amendment (Attachment #1) utilizing \$13,500 from the current general fund contingency account to support this forum.
3. Board direction.

**Recommendation:**

Option #1.

**Attachment:**

1. Budget Amendment and General Fund Contingency Statement

## FISCAL YEAR 2017/2018 BUDGET AMENDMENT REQUEST

No: BAB18029  
Date: 6/6/2018

Agenda Item No: \_\_\_\_\_  
Agenda Item Date: 6/19/2018

County Administrator

Deputy County Administrator

\_\_\_\_\_  
Vincent S. Long

\_\_\_\_\_  
Alan Rosenzweig

### Request Detail: Revenues

Fund	Org	Acct	Prog	Title	Current Budget	Change	Adjusted Budget
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-  
-

Subtotal: -

### Expenditures

Fund	Org	Acct	Prog	Title	Current Budget	Change	Adjusted Budget
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001	990	59900	599	General Fund Contingency	129,850	(13,500)	116,350
001	116	54900	513	Other Current Charges & Obligations	56,500	13,500	70,000

Subtotal: -

### Purpose of Request:

This budget amendment allocates \$13,500 from the General Fund Contingency to Community & Media Relations to cover space rental, food, promotion and marketing costs associated with hosting an additional Created Equal Forum on March 28, 2019.

\_\_\_\_\_  
Group/Program Director

\_\_\_\_\_  
Budget Manager

\_\_\_\_\_  
Scott Ross, Director, Office of Financial Stewardship

Approved By:                      Resolution ☐                      Motion ☒                      Administrator ☐

BUDGET "OPERATING" CONTINGENCY RESERVES CONTINGENCY FUND UPDATE (FY 2017/18)				
			GENERAL FUND 001-990-59900-599	Beginning Balance: \$200,000.00
No.	APPROVAL DATE	AGENDA DATE	AMENDMENT TITLE	BALANCE
1		14-Nov-17	Installation of a Historical Marker at the Leon County Fairgrounds	\$1,100
2		12-Dec-17	Renaming of the Leon County Courthouse Annex in Honor of Retiring Circuit Judge Charles A. Francis	\$9,000
3				
4		27-Feb-18	Cyber Security Monitoring for County Computer Network	\$41,450
5		27-Feb-18	Commissioner Desloge Harvard Kennedy School Executive Edu.	\$16,100
6		27-Mar-18	Over the Edge-Tallahassee	\$2,500
7		19-Jun-18	<b>Be The Solution, Inc.</b>	<b>\$16,626</b>
8		19-Jun-18	<b>Tallahassee-Leon County Housing Leadership Council</b>	<b>\$5,000</b>
9				
10				
13				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
<i>Bold, Italic items are pending Board Approval</i>				
USAGE TO DATE (TOTAL AMENDMENTS)				<u><u>\$91,776.00</u></u>
ENDING BALANCE				108,224.00
END BALANCE AS % OF BEGIN BALANCE				54%
USAGE BALANCE AS % OF BEGIN BALANCE				46%

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #16**

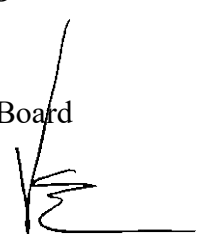


# Leon County Board of County Commissioners

## Agenda Item #16

June 19, 2018

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

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

**Title:** Status Report on the Tallahassee-Leon County Affordable Housing Workgroup Recommendations

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
<b>Lead Staff/ Project Team:</b>	Shington Lamy, Director, Human Services and Community Partnerships

### **Statement of Issue:**

This item provides the Board a status report on the recommendations of the Tallahassee-Leon County Affordable Housing Workgroup, including consideration of next steps for the establishment of a housing leadership council and a community land trust. In addition to the agenda item, representatives developing the Orange Avenue Apartments Redevelopment Project are prepared to provide the Board with a brief presentation at the meeting.

### **Fiscal Impact:**

This item has a fiscal impact to the County. The item presents an update on efforts to establish the Tallahassee-Leon County Housing Leadership Council. United Human Services Partnership would provide administrative support to the Leadership Council. One-time funding in the amount of \$10,000 would be equally divided by the County and City (\$5,000 each). The one-time \$5,000 funding request is available in the general fund contingency account.

### **Staff Recommendations:**

- Option #1: Accept the status report on the recommendations of the Tallahassee-Leon County Affordable Housing Workgroup (Attachment #1).
- Option #2: Approve the budget amendment allocating one-time funding of \$5,000 from the general fund contingency account for United Human Services Partnership to provide administrative support to the Tallahassee-Leon County Housing Leadership Council (Attachment #2).
- Option #3: Authorize the County Administrator to issue a request for qualification in conjunction with the City of Tallahassee and the Housing Finance Authority of Leon County to identify an organization that may serve as a community land trust.

## Report and Discussion

### **Background:**

On December 11, 2017, following two joint Workshops with the City Commission (October 27, 2016 and October 26, 2017) to discuss mutual affordable housing efforts and to receive recommendations from the joint Tallahassee-Leon County Affordable Housing Workgroup (Workgroup) established by the Commissions, the Board held its Annual Retreat and adopted the implementation of the Workgroup's 13 recommendations as a strategic initiative. The Board ratified the actions taken at the Retreat during the January 23, 2018 regular meeting.

In the Spring of 2016, the County conducted a series of site visits around the southeastern region of the U.S. to review affordable housing best practices in other communities that increase the supply and improve the quality of affordable housing. In addition to County Commissioners and County staff, representatives from the Housing Finance Authority of Leon County (HFA), Tallahassee Housing Authority (THA), Leon County Affordable Housing Advisory Committee (AHAC), and other local organizations participated in the site visits.

The participants were impressed by the public housing redevelopment projects in Atlanta, Georgia and New Orleans, Louisiana that were developed by Columbia Residential (Columbia) and integrated the Purpose Built Communities (Purpose Built) model. Subsequent to the site visits, THA selected Columbia to develop the Master Plan for the redevelopment of the Orange Avenue Apartments. Purpose Built has partnered with Columbia to integrate its model into the redevelopment project. The first section of the analysis provides a status update on the work of both Columbia and Purpose Built on the Orange Avenue Apartments Redevelopment project.

This status report is essential to the following FY2017-FY2021 Strategic Initiative:

- *Implement the Joint County-City Affordable Housing Workgroup's recommendations to develop a holistic plan for the redevelopment of a multi-family affordable housing project and identification of additional transitional housing opportunities through community partnerships. (2016-28, rev. 2017)*

This particular Strategic Initiative aligns with the Board's Quality of Life Priorities:

- *(Q4) Support and promote access to basic health and welfare services to our community members most in need*
- *(Q5) Support strong neighborhoods*

At the June 19, 2018 meeting, representatives from Columbia are prepared to provide the Board with a brief presentation on the status of the Orange Avenue Apartments Redevelopment Project.

### **Analysis:**

County staff has worked with City staff, the HFA, and other affordable housing partners over the past several months to implement the Workgroup's recommendations. Attachment #1 contains a status update of all of the actions taken on the recommendations and the next implementation steps.

The analysis section of this report highlights three specific Workgroup recommendations, including the consideration of next steps for implementation:

- Form a partnership with the nonprofit, Purpose Built Communities, to help integrate the Workgroup's recommendations into the Orange Avenue Public Housing Redevelopment Project.
- Explore the viability of establishing an Affordable Housing Leadership Council.
- Explore the feasibility of utilizing the Community Land Trust model to increase opportunities for homeownership.

***Form a partnership with Purpose Built Communities to help integrate the Workgroup's recommendations into the Orange Avenue Public Housing Redevelopment Project***

In May 2017, as recommended by the Workgroup, the County and City Commissions respectively invited Purpose Built to participate in the master planning process for the Orange Avenue Apartments and to assess the feasibility of applying its model to the redevelopment project.

Purpose Built is a nonprofit consulting firm that provides guidance on best practices to address concerns of long standing and complex community issues that have resulted in inter-generational poverty, unsafe environments, high crime, poor health, and failing schools. The Purpose Built model incorporates three key components to address these issues:

1. Mixed-income housing;
2. An education strategy that would engage the youth from cradle-to-college; and,
3. Easy access to resources that support the community's health and wellness.

Columbia was selected to develop the Master Plan for the redevelopment of the Orange Avenue Apartments. Purpose Built and Columbia have collaborated in the planning and development of several housing projects.

Since the actions taken by the County and City Commissions, Purpose Built has participated in the community meetings conducted by Columbia on the development of the master plan and have met with various local leaders to discuss the Purpose Built model.

The 29+ acre public housing complex located on Orange Avenue is comprised of 200 units housed in 119 obsolete buildings that were built between 1971 and 1972. In December 2016, Columbia was selected by the THA to develop a Master Plan for the Orange Avenue Corridor (South Monroe Street to Blair Stone Road) and a Site Plan for the redevelopment of the Orange Avenue Apartments.

For approximately eight months, Columbia conducted an extensive outreach and engagement campaign to gather input into the housing design for the redevelopment of the Orange Avenue Apartments site. The Master Plan development process involved community meetings with the

residents of the Orange Avenue Apartments and the surrounding neighborhoods, meetings with elected officials, County staff, City staff and other affordable housing stakeholders.

In April 2018, Columbia presented the Master Plan to the THA. The Master Plan proposes the redevelopment of the Orange Avenue Apartments from an exclusive public housing development into a mixed-income multi-family housing development with 390 units on the existing site in two-story and three-story structures. This proposal represents an increase of 190 units over the current site. The site would also incorporate open green spaces, courtyards, and pedestrian pathways that enhance the aesthetics and quality of life in the development.

As previously stated, the new development would contain 390 units. The master plan proposes a mixture of public housing, affordable housing and market rate units. Each unit type (public housing, affordable housing, and market rate) would comprise approximately one-third of the development site or approximately 130 units each. The U.S. Department of Housing and Urban Development (HUD) requires THA to maintain the same level of public housing units that are currently available at the site. Currently, there are 200 public housing units on-site. As a result, a new off-site multi-family housing development would have to be constructed to accommodate the required number of public housing units. Additionally, the new off-site development would be utilized to relocate some of the residents during the demolition and construction of the Orange Avenue Apartment site which would occur in several phases.

Columbia has secured an option on a vacant 6.8 acre parcel on the southwest corner of Magnolia Boulevard and Country Club Drive to construct the additional affordable rental housing units. Columbia intends to apply for low-income tax credit funding through the Florida Housing Finance Corporation (FHFC) to finance the construction of the units. Columbia is specifically interested in the 9% low-income tax credit which is the most competitive form of tax credit in the state. Currently large counties (i.e. Miami-Dade, Broward, Duval, etc.), through their governing bodies, have the authority to establish preference to a particular affordable multi-family housing development project for 9% tax credit within their jurisdictions. Similar projects in small and medium counties like Leon County must compete through a lottery system. This process makes it extremely difficult to depend on the tax credit funding when developing a financing strategy for a major redevelopment project like the Orange Avenue Apartments.

On May 22, 2018, the THA Executive Director informed the Board that FHFC would be holding a workshop on June 12, 2018 to consider providing medium-size counties the ability to establish local preference for 9% low-income tax credit within their jurisdiction and requested that the Board submit a letter of support. The Board approved the request and the Letter of Support was submitted to FHFC on May 26, 2018 (Attachment #3). The City of Tallahassee also submitted a letter of support to FHFC. FHFC is expected to make its decision on the local preference for medium-size counties later this summer. The next FHFC tax credit application cycle is scheduled to take place in October 2018. Columbia intends to submit an application for the 9% low income tax credit at that time. An update on FHFC's decision regarding Columbia's application will be provided to the Board after that time.



In order to meet the Purpose Built model criteria, development plans that are both fundable and feasible must be in place to address the three key components previously mentioned (mixed-income housing, education, and community health and wellness). Additionally, a nonprofit organization, also known as the “Community Quarterback” must be established for the sole purpose of ensuring the implementation of the plans that address the key three components. The Community Quarterback organization would be comprised of local leaders and community stakeholders. Once the development plans and the Community Quarterback organization are in place the organization would be invited to join the Purpose Built Network.

In December 2017, Purpose Built created the Tallahassee-Leon County Steering Committee (Steering Committee) comprised of members of the Workgroup and citizens of various backgrounds and skill sets to determine if the Purpose Built model could be incorporated as part of the Orange Avenue Apartments project. The Steering Committee members include:

- Lorrane Ausley, Florida State Representative
- Kim Williams, Business Owner
- Steve Evans, Citizen
- Brenda Williams, Tallahassee Housing Authority
- Rick Kearney, Beatitude Foundation
- Darryl Parks, Attorney
- Byron Greene, Florida A&M University
- Norman Anderson, Florida State University
- Torrio Osborne, South City Revitalization Council
- Courtney Atkins, Whole Child Leon
- Shington Lamy, Leon County
- Michael Parker, City of Tallahassee

The Steering Committee is staffed and advised by David Edward, CEO of Purpose Built, Kathleen Brownlee, Vice-President of Purpose Built, and Alex Wiggins, the Purpose Built Community Development Advisor. Since December 2017, the Steering Committee has met monthly to educate and engage community leaders on the Purpose Built model and to identify projects, activities, and initiatives that are planned or ongoing, that address the three key components.

The Steering Committee recently formed subcommittees to develop a plan for each component: housing, education, and community health and wellness. Chair of the Housing Subcommittee is Rick Kearney, Chair of the Education Subcommittee is Lorrane Ausley, and the Chair of the Community Health and Wellness Subcommittee is Kim Williams. County staff serves on each of the subcommittees. The proposed plans will identify projects, initiatives, partners and funding sources for each of these key components. The proposed plans are expected to be completed in the Fall or Winter of 2018. Staff will present a status update to the Board upon completion of the proposed plans.

***Tallahassee-Leon County Affordable Housing Leadership Council***

One of the recommendations of the Workgroup was to explore the viability of establishing an Affordable Housing Leadership Council (Leadership Council) as a public/private partnership in conjunction with select members of the Workgroup and United Partners for Human Services (UPHS), and to provide a report within 180 days. In addition to UPHS, representatives from the Big Bend Habitat for Humanity, Tallahassee Lenders Consortium, Tallahassee Housing Authority, Big Bend Continuum of Care, Big Bend Homeless Coalition, Graceful Solutions, University Lending, and the Tallahassee Builders Association participated in planning and research to develop the approach to consider establishing an Affordable Housing Leadership Council. The group identified and met with representatives from the Housing Leadership Council of Palm Beach County, which serves as a network for advocating the area's affordable housing issues, as a potential model that could be replicated in Leon County. The group also evaluated similar organizations in California.

Following discussions at various meetings, the representatives determined that a Leadership Council is viable and would like to move forward with a formal concept. A Leadership Council model comprised of affordable housing stakeholders from a cross-section of industries, including government, nonprofits, lenders, developers, and realtors, would align the Workgroup's overall objective of improving the coordination and collaboration of the affordable housing efforts.

The Leadership Council's primary functions would include:

- Holding bi-monthly and/or quarterly meetings with all affordable housing stakeholders to share data, best practices, and leverage resources.
- Collecting, maintaining, and promoting local affordable housing data, including an inventory of affordable rental housing units, the percentage of County and City residents that are cost burdened by housing; and work with Big Bend Continuum of Care to collect and maintain data on the homeless population.
- Promoting affordable housing programs and services by operating as the clearinghouse for public information including down-payment assistance programs, home rehabilitation programs, emergency housing repair programs, rapid rehousing programs, homebuyer education programs, etc.

To avoid competing with stakeholders for local, state, and federal funding, the proposed Leadership Council would not administer affordable housing programs and/or services. The following agencies have expressed interest and will participate in the Leadership Council as formal members:

- Leon County
- City of Tallahassee
- Big Bend Continuum of Care
- Tallahassee Lenders Consortium
- Big Bend Homeless Coalition
- Big Bend Habitat for Humanity

- Bethel Community Development Corporation
- Graceful Solutions
- Ability 1<sup>st</sup>
- Tallahassee Housing Authority
- 2-1-1 Big Bend

Rather than create an entirely new organization to fulfill the functions of the Leadership Council, the participants agreed that UPHS should provide administrative support to the Leadership Council. Most of the nonprofit organizations that provide affordable housing programs and services are currently members of UPHS. Additionally, both the County and City currently provide annual funding to UPHS. The County provides annual funding in the amount of \$23,750 to UPHS to assist human service agencies in building capacity and provide technical support for the Community Human Services Partnership (CHSP) process.

The administrative functions to be provided by UPHS for the Leadership Council include:

- Staff and coordinate the meetings of the Leadership Council
- Develop the charter and bylaws for the Leadership Council
- Serve as the fiscal agent for the Leadership Council
- Collect and synthesize data on affordable housing in Tallahassee-Leon County
- Establish and maintain a list of affordable housing programs and services in Tallahassee-Leon County
- Promote affordable housing programs and services to the public as well as human services agencies

As shown in Table 1, a two-phase process would be implemented as the next steps to finalize the structure and operational aspects of the Leadership Council. Over the next fiscal year, the initial phases will focus on establishing the organizational structure of the Leadership Council and the recruitment of additional stakeholders. The recruitment process will be critical to establishing a financial source to sustain the Leadership Council as a public-private partnership.

Title: Status Report on the Tallahassee-Leon County Affordable Housing Workgroup  
Recommendations

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<b>Table 1. Housing Leadership Council Implementation Process</b>
<i>Phase 1 (October 2018 – September 2019)</i>
<ul style="list-style-type: none"><li>• Establish the organizational structure and bylaws for the Leadership Council<ul style="list-style-type: none"><li>◦ Establish officers: Chairman, Vice-Chairman, Secretary, Treasurer</li></ul></li><li>• Serve as fiscal agent of the Leadership Council</li><li>• Schedule and staff bi-monthly meetings of the Leadership Council</li><li>• Implement a campaign to recruit additional stakeholders to participate in the Leadership Council</li><li>• Develop and maintain a database of affordable housing programs and services in Tallahassee-Leon County</li><li>• Establish social media presence for the Leadership Council and affordable housing programs, services, and events in Tallahassee-Leon County</li></ul>
<i>Phase 2 (October 2019 – ongoing)</i>
<ul style="list-style-type: none"><li>• Explore establishment of 501(c)(3) organization of the Leadership Council</li><li>• Schedule and staff quarterly meetings of the Leadership Council</li><li>• Recruit and retain participating members</li><li>• Collect and synthesize data on affordable housing in Tallahassee-Leon County</li><li>• Compile a list of rental affordable housing units in Tallahassee-Leon County</li></ul>

UPHS has indicated that funding would be required to fulfill the administrative functions of the Leadership Council. A participation fee would be established as part of the development of the organizational structure. In the interim, UPHS has requested one-time funding of \$10,000 for a part-time position that would provide the administrative support required for the initial phase. It is recommended that the County and City each provide one-time funding of \$5,000 for the first year of support. As part of the initial phase, UPHS along with the members of the Leadership Council would recruit additional members and establish a fee structure that would allow the organization to be financially sustainable. The fees would be set at a level sufficient to not require additional funding from either the County or City. If the current year one-time funding is approved (Attachment #2), the funding for the Leadership Council would be incorporated in the County's FY 2019 Funding Agreement with UPHS. Beginning in FY2020, any fee the County would pay to be a member of the Leadership Council would be brought forward as part of the annual budget process.

### ***Community Land Trust***

Another recommendation made by the Workgroup was to assess the feasibility of using a community land trust as a strategy to increase the inventory of affordable housing. In a community land trust model, a home and the land it sits on, are considered separate which allows the sale and transfer of title of the home without selling the land. The land remains a part of a 99-year ground lease that is maintained by a nonprofit organization that serves as the community land trust. The ground lease limits the resale value of the home and ensures that the home remains affordable in perpetuity. Community land trusts can serve specific neighborhoods or an entire county or region. Currently, there are no community land trusts in the Tallahassee/Leon County area.



In April 2018, County and City staff participated in a community land trust training conducted by the Florida Housing Coalition (FHC). As part of the training, FHC shared that the typical role of local governments in a community land trust is to provide down payment assistance to community land trust homebuyers; provide or secure construction financing to build homes on properties owned by the community land trust; and provide land to the community land trust for affordable housing.

Under Leon County Real Estate Policy No. 16-5, the County partners with the HFA in the sale or lease of County-owned parcels deemed appropriate for affordable housing. The County's Housing Services Division and Real Estate Division work with the HFA to identify nonprofit and/or for-profit organizations that may be interested in developing affordable single-family or multi-family units on the parcels. These parcels could potentially be provided to a community land trust.

The creation of a community land trust would be a critical resource for enhancing the inventory of affordable housing in the County. The next step is to identify an established nonprofit organization that could serve as a community land trust. According to the Florida Housing Coalition, organizations that serve as community land trusts have extensive experience managing affordable housing programs and projects, securing mortgage financing for low-income homebuyers, and accessing affordable housing financing incentives. Additionally, organizations that serve as community land trusts commonly qualify as a Community Housing Development Organization (CHDO). A CHDO is a private nonprofit, community-based organization that has staff with the capacity to develop affordable housing for the community it serves. CHDOs are designated by HUD. In order to qualify for designation as a CHDO, an organization must meet certain requirements pertaining to their legal status, organizational structure, capacity and experience. Currently, Tallahassee Lenders Consortium is the only organization designated as a CHDO in Tallahassee-Leon County; however, other local organizations may qualify as CHDOs.

County and City staff have been in discussions on developing a request for qualifications (RFQ) to identify local organizations that may be interested and have the capacity to serve as a community land trust. The RFQ would assist in determining the feasibility of creating a community land trust in Tallahassee-Leon County. Recognizing the partnership in the sale and lease of County-owned land deemed suitable for affordable housing, County staff has also discussed the community land trust with the HFA. The HFA has expressed interest in working with the County and City in evaluating the feasibility of a community land trust.

As a result, it is recommended that Board authorize staff to develop and issue an RFQ in conjunction with the City and the HFA, to determine if organizations would be interested in serving as a community land trust. The RFQ responses would be reviewed by County staff, City staff, and the HFA Financial Advisor to evaluate the experience and capacity of the responding organizations. County and City staff as well as the HFA would enter into negotiations with the successful organization for the establishment of a community land trust and partnership on developing and maintaining parcels deemed suitable for affordable housing. An agreement with the organization would be brought to the Board in the fall for approval. The City Commission approved issuance of a RFQ during its June 6, 2018 meeting.

Title: Status Report on the Tallahassee-Leon County Affordable Housing Workgroup  
Recommendations

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**Conclusion**

The County and its partners have been actively implementing the recommendations of the Workgroup. This process has highlighted several additional opportunities for greater collaboration and coordination with the City, HFA, and local nonprofit organizations. Staff will continue to provide periodic updates on the recommendations of the Workgroup and progress of initiatives that build the inventory of affordable housing in the community.

**Options:**

1. Accept the status report on the recommendations of the Tallahassee-Leon County Affordable Housing Workgroup (Attachment #1).
2. Approve the budget amendment allocating one-time funding of \$5,000 from the general fund contingency account for United Human Services Partnership to provide administrative support to the Tallahassee-Leon County Housing Leadership Council (Attachment #2).
3. Authorize the County Administrator to issue a request for qualification in conjunction with the City of Tallahassee and the Housing Finance Authority of Leon County to identify an organization that may serve as a community land trust.
4. Do not accept the status report on the recommendations of the Tallahassee-Leon County Affordable Housing Workgroup.
5. Do not approve funding to United Human Services Partnership in the amount of \$5,000 for administrative support to the Tallahassee-Leon County Housing Leadership Council.
6. Do not authorize the County Administrator to issue a request for qualification in conjunction with the City of Tallahassee and the Housing Finance Authority of Leon County on organizations that may serve as a community land trust.
7. Board direction.

**Recommendations:**

Options #1, #2, and #3.

**Attachments:**

1. Tallahassee-Leon County Affordable Housing Workgroup Recommendations Status Update Spreadsheet
2. Budget Amendment Request
3. May 26, 2018 Letter to the Florida Housing Finance Corporation in support of local preference for medium counties

City-County Commissions' Actions taken at the Oct. 26, 2017 Joint Workshop on the Affordable Housing Work Group Recommendations - Ratified by the Board on Nov. 14, 2017			
	Recommendations	Status Update	Next Steps
1	a. Directed the County and City Housing staffs to hold a joint meeting of the Affordable Housing Advisory Committees at least once a year.	County and City AHAC held a joint meeting on March 22, 2018 at which time County and City staff provided a presentation on the County and City housing programs and the County and City SHIP-LHAPs.	The two AHACs agreed to meet again in fall 2018 and to meet in February or March of each year.
2	b. Authorized staff to explore the viability of establishing an Affordable Housing Leadership Council in conjunction with select members of the Workgroup and United Partners for Human Services and provide a report to the County and City Commissions within 180 days.	County and City staff held four meetings with selected members of the Tallahassee-Leon County Affordable Housing Workgroup and United Partners for Human Services (UPHS) to develop a proposal for the establishment of the Tallahassee-Leon County Housing Leadership Council, a public-private partnership that would engage all housing stakeholders (i.e. developers, realtors, etc.) in the effort to foster greater collaboration and coordination in the community.	Contract with UPHS to provide administrative support to the Tallahassee-Leon County Housing Leadership Council upon the Board's approval
3	c. Authorized City staff to work collectively with County staff and the Housing Finance Authority of Leon County (HFA) to explore partnership opportunities to address affordable housing needs.	County and City staff along with the HFA are working in conjunction to determine the feasibility of a community land trust	Issue a request for qualification in conjunction with the City and HFA to determine if an established non-profit organization could serve as the community land trust
4	d. Directed County and City Departments, i.e. Public Works, Underground Utilities and Infrastructure, Blueprint and Planning, to include affordable housing as a criterion when prioritizing infrastructure projects.	The Division of Housing Services and Public Works will meet in July or August to discuss criterion	Meet with Public Works in July or August and provide recommendations to the Board in the fall/winter
5	e. Directed staff to work with housing partners to evaluate design standards that could be applied countywide.	Scheduling meeting for with Tallahassee Builders Association, Habitat for Humanity, TLC, and Urban League to discuss design standards that could be applied.	Meet with with Tallahassee Builders Association, Habitat for Humanity, TLC, and Urban League to discuss design standards that could be applied.
6	f. Directed staff to assess the feasibility of using a Community Land Trust as an affordable housing funding strategy and provide recommendations to the County and City Commissions respectively.	County and City staff participated in a training on Community Land Trusts conducted by Florida Housing Coalition on April 13. County and City staff along with the HFA are working in conjunction to determine the feasibility of a community land trust	Issue a request for qualification in conjunction with the City and HFA to determine if an established non-profit organization could serve as the community land trust
7	g. Directed staff to provide periodic status updates on the Orange Avenue Redevelopment Project.	An update on the Orange Avenue Apartment Master Plan as well as a presentation by Columbia Residential will be provided to the Board during the June 19 meeting.	Continue to provide periodic updates to the Board
8	h. Continue to support the Blueprint IA prioritized funding of the Blueprint 2020 Orange Avenue/Meridian Placemaking Project within the first year of the collection of the one-cent infrastructure surtax to support the redevelopment of the community that surrounds the Orange Avenue Apartments.	During its September 2017 meeting, the IA Board prioritized or provided funding direction for all 27 Blueprint 2020 Infrastructure Projects. In the Community Enhancement, Connectivity, and Quality of Life (CCQ) categories, the Orange Ave Meridian Road Placemaking project tied for the number 1 project with Market District Placemaking. The Orange Ave Meridian projects is located less than a mile from the Orange Avenue Apartments.	At the June 2018 IA Board meeting, Blueprint staff will present a draft implementation plan programming the first five years of the Blueprint 2020 program. In addition to project-specific funding details based on IA Board direction received to date, this plan will also include financial information and analyses detailing options for implementing projects. Blueprint staff is looking at options to present the IA Board in June that will include moving the Orange Avenue Meridian Road Placemaking project forward.
9	i. Directed staff to partner with affordable housing organizations and other entities that enhance a livable community and promote sustained homeownership in the neighborhoods surrounding the Orange Avenue Apartments.	In January 2018, the Board approved updates to the County's LHAP to effecuate opportunities to partner with local affordable housing organizations on down payment assistance for home ownership; additionally a CLT may serve as another resource (if determined feasible) for partnering with organizations on homeownership in the neighborhoods around Orange Ave Apt.	By July 2018, contract with affordable housing organizations to offer down payment assistance for homeowner to low-income residents in unincorporated Leon County.
10	j. Provide a joint formal letter to the Tallahassee Housing Authority and request that they reserve a portion of its funding assistance dollars for permanent supportive housing clients, if available.	A joint letter from County and City staff was sent to Brenda Williams on December 27, 2017. Ms. Williams responded that she would continue to provide 81 vouchers to Big Bend Homeless Coalition and Ability 1st for permanent supportive housing. The priority for additional vouchers will be for the Orange Ave Apt. residents that would be displaced due to the redevelopment of the property.	Continue to work with Tallahassee Housing Authority to identify additional vouchers for permanent supportive housing clients.

City-County Commissions' Actions taken at the Oct. 26, 2017 Joint Workshop on the Affordable Housing Work Group Recommendations - Ratified by the Board on Nov. 14, 2017			
	Recommendations	Status Update	Next Steps
11	k. Directed staff to work with utility providers to develop recommendations for addressing the problems associated with persons transitioning from homeless shelters to permanent housing, who have outstanding utility bills, and provide a report to the County and City Commissions, respectively.	Will work with Big Bend Continuum of Care to schedule a meeting in July or August with utility providers (City & Talquin) and selected human service agencies: Beatitude Foundation, ECHO, Salvation Army, Capital Area Community Action Agency, Big Bend Homeless Coalition	Meet with identified partners in July or August
12	l. Directed County and City staff to evaluate permanent funding sources for affordable housing.	County and City staff are in the process of reviewing the various funding sources that were referenced by the Workgroup including general obligation bonds, local option sales tax revenue, linkage fees, and impact fees. In the interim, the City plans to dedicate revenue generated from the disposition of lands during this fiscal year to its Affordable Housing Trust and to dedicate up to \$500,000 in FY18 General Revenue surplus to its Affordable Housing Trust Fund.	Continue to evaluate potential local long-term funding sources for affordable housing.
13	m. Directed staff to include the support of full funding of the Sadowski Act into the County and City's respective legislative priorities, with assistance from the Florida Association of Counties and the Florida League of Cities.	The full funding of the Sadowski Act was included in the FAC and FLC's respective 2018 Legislative Priorities; additionally County and City staff participated in a press conference in January at the State Capitol to support legislation that called for the full funding of the Sadowski Act and County staff provided media interviews on the importance of the Sadowski Act during the legislative session; however, the Legislature did not fully fund the Sadowski Act. As a result the County is expected to receive \$167,323 in SHIP funds instead of an estimated \$1,078,330 had the Sadowski Act been fully funded.	Continue to advocate through the County's state lobbying team, FAC, and FLC for full funding of the Sadowski Act.
<b>Additional Directives by the Commissions:</b>			
14	Directed staff to bring back a Joint Resolution supporting the Orange Avenue Redevelopment project upon completion of the Master Plan.	The Master Plan has been completed however, the Tallahassee Housing Authority Executive Director has shared that a joint resolution is not presently required. Instead on May 22, 2018, following the completion of the Master Plan, the Tallahassee Housing Authority Executive Director request a letter from the County supporting the Florida Housing Finance Corporation's to provide medium counties the ability to assign local preference to propose multifamily housing projects for 9% tax credit. The letter sent was sent to FHFC on May 26, 2018 upon the Board's approval	Prepare joint resolution for the Board's consideration once requested by the Tallahassee Housing Authority
15	Directed staff to have the Office of Economic Vitality provide economic data to Purpose Built Communities and the potential Community Quarterback Organization in support of the Orange Avenue Redevelopment project.	The Office of Economic Vitality has been providing various economic data to Purpose Built Communities and the Purpose Built Communities Steering Committee including demographic, unemployment, and permitting data for the census areas around the Orange Avenue Apartment	Continue to provide available data to Purpose Built Communities
16	Directed staff as a part of the viability review, explore the Affordable Housing Leadership Council as a public/private partnership.	County and City staff worked with selected members of the Workgroup to develop the proposal for the establishment of the Tallahassee-Leon County Housing Leadership Council which would be public-private organization composed of affordable housing stakeholders	Contract with UPHS to provide administrative support to the Tallahassee-Leon County Housing Leadership Council upon the Board's approval
17	Directed staff to ensure that the Big Bend Continuum of Care is included in the coordination and collaboration of efforts to enhance permanent supportive housing in the community.	The Big Bend Continuum of Care (Big Bend COC) Executive Director has been an active participant in the development of the Tallahassee-Housing Leadership Council which has included discussion on increasing the stock of permanent supportive housing. Big Bend COC has also assisted County staff with coordinating meeting of homeless and permanent supportive housing providers on updating the local mitigation plan to address the needs of the homeless population during a disaster	Continue to coordinate and collaborate with Big Bend COC on efforts to enhance permanent supportive housing in the community.



## FISCAL YEAR 2017/2018 BUDGET AMENDMENT REQUEST

No: BAB18028  
Date: \_\_\_\_\_

Agenda Item No: \_\_\_\_\_  
Agenda Item Date: 6/19/2018

County Administrator

Deputy County Administrator

\_\_\_\_\_  
Vincent S. Long

\_\_\_\_\_  
Alan Rosenzweig

### Request Detail:

#### Revenues

Fund	Org	Acct	Prog	Title	Current Budget	Change	Adjusted Budget
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-

Subtotal:

-

#### Expenditures

Fund	Org	Acct	Prog	Title	Current Budget	Change	Adjusted Budget
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001	990	59900	599	General Fund Contingency	198,900	(5,000)	193,900
001	371	53400	519	Other Contractual Services	50,652	5,000	55,652

Subtotal:

-

### Purpose of Request:

This budget amendment realigns \$5,000 in general fund contingency to support administrative services for the Tallahassee - Leon County Housing Leadership Council. To assist in the establishment of the Council, as they implement a fee structure to become self sustaining, the County and City are providing \$5,000 each to United Partners for Human Services to provide administrative support to the Council.

\_\_\_\_\_  
Group/Program Director

\_\_\_\_\_  
Budget Manager

\_\_\_\_\_  
Scott Ross, Director, Office of Financial Stewardship

Approved By:                      Resolution ☐                      Motion ☒                      Administrator ☐

BUDGET "OPERATING" CONTINGENCY RESERVES CONTINGENCY FUND UPDATE (FY 2017/18)				
			GENERAL FUND 001-990-59900-599	Beginning Balance: \$200,000.00
No.	APPROVAL DATE	AGENDA DATE	AMENDMENT TITLE	BALANCE
1		14-Nov-17	Installation of a Historical Marker at the Leon County Fairgrounds	\$1,100
2		12-Dec-17	Renaming of the Leon County Courthouse Annex in Honor of Retiring Circuit Judge Charles A. Francis	\$9,000
3				
4		27-Feb-18	Cyber Security Monitoring for County Computer Network	\$41,450
5		27-Feb-18	Commissioner Desloge Harvard Kennedy School Executive Edu.	\$16,100
6		27-Mar-18	Over the Edge-Tallahassee	\$2,500
7		<b><i>19-Jun-18</i></b>	<b><i>Be The Solution, Inc.</i></b>	<b><i>\$16,626</i></b>
8		<b><i>19-Jun-18</i></b>	<b><i>Tallahassee-Leon County Housing Leadership Council</i></b>	<b><i>\$5,000</i></b>
9				
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22				
23				
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25				
<b><i>Bold, Italic items are pending Board Approval</i></b>				
USAGE TO DATE (TOTAL AMENDMENTS)				<u><u>\$91,776.00</u></u>
ENDING BALANCE				108,224.00
END BALANCE AS % OF BEGIN BALANCE				54%
USAGE BALANCE AS % OF BEGIN BALANCE				46%



# Leon County

## Board of County Commissioners

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

Commissioners

NICK MADDOX  
At-Large  
Chairman

JIMBO JACKSON  
District 2  
Vice Chairman

BILL PROCTOR  
District 1

JOHN DAILEY  
District 3

BRYAN DESLOGE  
District 4

KRISTIN DOZIER  
District 5

MARY ANN LINDLEY  
At-Large

VINCENT S. LONG  
County Administrator

HERBERT W.A. THIELE  
County Attorney

May 26, 2018

Mr. Trey Price  
Executive Director  
Florida Housing Financing Corporation  
227 North Bronough Street - #5000  
Tallahassee, Florida 32301

RE: Medium County Local Government Areas of Opportunity

Dear Mr. Price:

On behalf of the Leon County Board of County Commissioners, I would like to express our appreciation and support of the Florida Housing Finance Corporation's consideration of a Local Government Areas of Opportunity ("LGAO") funding preference for medium counties in the upcoming 9% Geographic Small and Medium County Request for Applications.

Affordable housing is a top priority of Leon County and the City of Tallahassee. Together we have worked to identify opportunities to promote and build the inventory of affordable housing in our community. As a result, we fully support the introduction of the LGAO preference in medium counties and believe it is in line with Florida Housing Finance Corporation's goals to leverage its scarce resources while aligning with local redevelopment initiatives.

The current lottery system used in the tax credit application process for medium counties does not maximize the opportunity to leverage local government resources. The LGAO preference has been a very powerful and successful tool for the large counties. It has provided these counties the ability to strategically invest funds in areas that yield the most beneficial results for their respective communities. Leon County supports the same opportunity for medium counties.

Thank you again to the Florida Housing Finance Corporation's consideration of this very important resource and for your agency's continued commitment to affordable housing.

Sincerely,

Nick Maddox  
Chairman

cc: Leon County Board of County Commissioners  
Vincent S. Long, County Administrator  
Kevin Tatreau, Development Finance, Florida Housing Finance Corporation  
Marisa Button, Multifamily Allocation, Florida Housing Finance Corporation  
Nancy Muller, Policy and Special Programs, Florida Housing Finance Corporation

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #17**

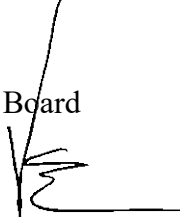


# Leon County Board of County Commissioners

## Agenda Item #17

June 19, 2018

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

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

**Title:** Engineering Services for Design of the Woodville Sewer Project

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Tony Park, P.E., Director of Public Works Charles Wu, P.E., Director of Engineering Services
<b>Lead Staff/ Project Team:</b>	George Su, P.E., Sr. Design Engineer Theresa B. Heiker, P.E., Stormwater Management Coordinator

### **Statement of Issue:**

This agenda item seeks Board authorization for staff to negotiate the Engineering Services Fee with Infrastructure Solution Services (ISS) for the design and permitting services for the Woodville Sewer Project.

### **Fiscal Impact:**

This item has a fiscal impact. Funding for this project is included in the Woodville Sewer System Project Design project grant funds of \$1.5 million from the State and the County's associated match of \$1.5 million from the County's share of the Blueprint 2020 water quality funds.

### **Staff Recommendation:**

Option #1: Authorize negotiation of the design services fee with Infrastructure Solution Services, if negotiations are unsuccessful, authorize negotiations with the remaining two firms in order of ranking, for the Woodville Sewer Design project (Attachment #1), and authorize the County Administrator to execute the agreement in a form approved by the County Attorney.

## **Report and Discussion**

### **Background:**

This agenda item seeks Board authorization for staff to negotiate the Engineering Services Fee with Infrastructure Solution Services (ISS) for design and permitting services for the Woodville Sewer Project. To support the upgrade or elimination of septic tanks in the Primary Springs Protection Zone, Leon County has aggressively pursued state grants to convert septic tanks to sewer systems. During the June 20, 2017 Budget Workshop, and ratified at the July 11, 2017 meeting, the Board accepted a \$1.5 million grant from the Springs Restoration Grant Program for the Woodville Sewer Design and approved \$1.5 million in advance matching funds to be repaid from the County's share of the Blueprint 2020 Water Quality Project. One requirement of the grant agreement was for the County to enter into an interlocal agreement with the City to ensure that the sanitary sewer system constructed under the grant will be operated and maintained appropriately by the City. The interlocal agreement is currently under development and is anticipated to be brought to the Board for approval in Fall 2018.

The Woodville Sewer System Project is essential to the following FY 2017-FY 2021 Strategic Initiatives and Bold Goal:

- Implement the adopted Basin Management Action Plan (BMAP) for Wakulla Springs including bringing central sewer to Woodville and implementing requirements for advanced wastewater treatment. (2016-13)
- Reduce nitrogen impacts in the PSPZ (primary springs protection zone) by identifying cost effective and financially feasible ways including:
  - Develop a septic tank replacement program. (2016-23A)
- Upgrade or eliminate 500 septic tanks in the PSPZ. (BG2)

These particular Strategic Initiatives align 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.

### **Analysis:**

The Request for Proposals for the Woodville Sewer System Project was electronically posted on February 2, 2018. A total of 38 vendors requested the RFP package, and the County received proposals from six firms on March 29, 2018 (Attachment #2). The six firms that submitted proposals were Atkins North America, Baskerville-Donovan, Dewberry Engineers, GGI, LLC d/b/a Genesis, Infrastructure Solution Services (ISS), and Mott MacDonald.

The County's formal Proposal Review Process consists of two parts. The proposals are first reviewed and ranked by the evaluation committee (Attachment #3). Through this review, the committee then develops a short list for interviews. At the conclusion of the second part, the interview process, a final ranking is determined for recommendation to the Board.

The firms shortlisted for interviews were Dewberry Engineers, Infrastructure Solution Services (ISS), and Mott MacDonald. Based on the final scoring after the interviews, the committee recommended ISS as the top ranked firm (Attachment #4). If the negotiations are unsuccessful with ISS, staff recommends that negotiations proceed with the next ranked firms of Mott MacDonald followed by Dewberry Engineers. Staff recommends that the County Administrator be authorized to execute the design services agreement following fee negotiation.

MWBE aspirational targets were not required for this solicitation since engineering services are considered a professional service, which does not have a subcontracting component like construction. However, in an effort to encourage MWBE utilization, vendors were awarded points based upon their commitment of MWBE participation they would agree to as part of being awarded the contract. All firms received the maximum amount of points allowed in the bid. The top ranked firm, Infrastructure Solution Services, committed to the highest percentage of all bidders, a 17% MWBE utilization.

**Options:**

1. Authorize the negotiation of the design services fee with Infrastructure Solution Services, if negotiations are unsuccessful, authorize negotiations with the remaining two firms in order of ranking, for the Woodville Sewer System Project Design (Attachment #1), and authorize the County Administrator to execute the agreement in a form approved by the County Attorney.
2. Do not authorize the negotiation of the design services fee for the Woodville Sewer System Project Design with firms in order of ranking.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Draft Agreement
2. Submittal Tabulation Sheet
3. Recommended Firms based on the Technical Proposal Scores
4. Interview Ranking Summary

## AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and INFRASTRUCTURE SOLUTIONS SERVICES, INC., hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, based upon the civil engineering firm qualifications and related submissions, the County has sought and received competitive proposals from contractors for such services;

WHEREAS, the County and the Contractor desire to enter into this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

### 1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide professional Civil Engineering services in accordance with the scope of work contained in Leon County Request for Proposal for Civil Engineering Services, Woodville Sewer System Project, Proposal Number BC-03-29-18-14 which is attached hereto and incorporated herein as Exhibit A, to the extent that it is not inconsistent with this Agreement; and 2) the Contractor's bid submission, incorporated herein as Exhibit B, to the extent that it is not inconsistent with this Agreement or with Exhibit A.

All professional services to be provided under this agreement shall be performed by Professionals licensed to practice in the State of Florida and in strict compliance with the Consultant's Competitive Negotiation Act, 287.055 F.S. (CCNA). Consultants providing services under this contract shall at all times be knowledgeable of the limiting thresholds of the CCNA statutes and shall insure that full compliance therewith is maintained at all times.

All Computer Aided Design and Drafting (CADD) work must be conducted and completed with AutoCAD Civil 3D software to ensure usability and compatibility with Leon County's system.

### 2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing 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

The Agreement shall be for a period of two (2) years, commencing on July 1, 2018, and shall continue until June 30, 2020. After the initial two (2) year period, at the sole option of the County, this Agreement may be extended for no more than five additional one (1) year periods. Such one (1) year extensions 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.



This Agreement provides for comprehensive civil engineering services for the Woodville Sewer System project. Additional tasks related to this project may be authorized on an as needed basis by the County. Additionally, the County reserves the right to execute additional contract(s) for post-design services in the event that the post-design services for this project are required after the term of the resultant contract.

4. CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County according to the Rate Schedule which is attached hereto and incorporated herein as Exhibit C.

5. PAYMENTS

Payments to the Contractor shall be made according to the requirements of the Local Government Prompt Pay Act, sections 218.70 – 218.79, Florida Statutes.

6. PROMPT PAYMENT INFORMATION REQUIREMENTS

A. The County Project Manager is:

Name: George Su  
Street Address: 2280 Miccosukee Road  
City, State, Zip Code: Tallahassee, Florida 32308  
Telephone: 606-1544  
E-mail: SuShin@leoncountyfl.gov

B. The Contractor's Project Manager is:

Name:  
Street Address:  
City, State, Zip Code:  
Telephone:  
E-mail:

C. Proper form for an invoice is:

A numbered invoice document with date of invoice; reference of the County purchase order number; itemized listing of all goods and services 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.

D. Payment Dispute Resolution

Section 14.1 of the Leon County Purchasing and Minority, Women and Small Business Enterprise Policy details the policy and procedures for payment disputes under the contract.

7. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

8. INSURANCE

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.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 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. Professional Liability Insurance, including errors and omissions: for all services provided 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. In lieu of "tail coverage", Contractor may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same four (4)-year period.
5. 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.

B. 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, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  - 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.
  - e. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which are all at the sole responsibility and risk of the Contractor.

- C. 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.
- 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 of the requirements stated herein.

9. PERMITS

The Contractor shall pay for all necessary permits as required by law.

10. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

11. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

12. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officials, officers and employees from and against all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fee, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this agreement.

The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

The Contractor shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of the project, which is the subject of the services provided under this Agreement, that is found to be defective or not in accordance with this Agreement, as a result and to the extent caused by the negligence, recklessness, or intentional wrongful conduct on the part of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

13. AUDITS, RECORDS, AND RECORDS RETENTION

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 the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's 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. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

**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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**LEON COUNTY PURCHASING DIVISION  
ATTN: SHELLY KELLEY, PURCHASING DIRECTOR  
1800-3 N. BLAIRSTONE ROAD  
TALLAHASSEE, FLORIDA 32308  
PHONE: 850-606-1600  
EMAIL: KELLEYS@LEONCOUNTYFL.GOV**

14. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider 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 provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this Agreement. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider'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 provider being deemed in breach or default of this Agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this Agreement for cause.

15. 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 if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.



16. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this Agreement by Leon County.

17. 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 this Agreement by the County.

18. EMPLOYMENT ELIGIBILITY VERIFICATION

- a. 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).
- b. 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.
- c. 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.
  - 1) 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.
  - 2) 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.
- d. 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.
- e. 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.

19. 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.

20. 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 the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

21. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

22. VENUE

Venue for all actions arising under this Agreement shall lie in Leon County, Florida.

23. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

24. 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.

ORDER OF PRECEDENCE

1. Agreement
2. Solicitation Document
3. Vendor Response

ATTACHMENTS

- Exhibit A – Solicitation Document  
Exhibit B – Vendor Response  
Exhibit C – Rate Schedule (to be negotiated)

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, Clerk of the Court & Comptroller,  
Leon County, Florida

BY: \_\_\_\_\_

Approved as to Form:  
Leon County Attorney's Office

BY: \_\_\_\_\_  
Herbert W. A. Thiele, Esquire  
County Attorney

**INFRASTRUCTURE SOLUTIONS SERVICES, INC.**

By: \_\_\_\_\_  
President or designee

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Leon County

## Board of County Commissioners

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

Purchasing Division  
1800-3 Blair Stone Road  
(corner of Miccosukee and  
Blair Stone Roads)  
Tallahassee, Florida 32308  
(850) 606-1600

### Commissioners

NICK MADDOX  
At-Large  
Chairman

JIMBO JACKSON  
District 2  
Vice Chairman

BILL PROCTOR  
District 1

JOHN DAILEY  
District 3

BRYAN DESLOGE  
District 4

KRISTIN DOZIER  
District 5

MARY ANN LINDLEY  
At-Large

VINCENT S. LONG  
County Administrator

HERBERT W.A. THIELE  
County Attorney

March 14, 2018

RE: Request for Proposals for Civil Engineering Services, Woodville Sewer System Project  
RFP No: BC-03-29-18-14  
Opening Date: March 29, 2018 at 2:00 p.m. Eastern Time

### ADDENDUM #1

Dear Vendor:

This letter serves as Addendum #1 for the above referenced project.

1. Section I. INTRODUCTION, last paragraph, is hereby revised to read as follows:

*All professional services to be provided under this agreement shall be performed by Professionals licensed to practice in the State of Florida and in strict compliance with the Consultant's Competitive Negotiation Act, 287.055 F.S. (CCNA). Firms/teams will be selected to provide services specific to the Woodville Sewer System Project. All necessary work related to the completion of the Project is deemed included in this selection. All works completed for this project shall comply with Chapter 471, F.S., Chapter 455, F.S., and Chapter 61G15, F.A.C. All signed and sealed engineering documents shall be certified by Florida PE's.*

2. Section IV., B., 1., first paragraph is revised to read:

*List the projects which best illustrate the experience of the firm and current staff which is being assigned to this project. (List 6-9 projects and no projects which were completed more than ten (10) years ago.) For purposes of this solicitation, similar type project means sewer systems with gravity mains and multiple pump stations and similar size project means with the number of connections close to the Woodville Sewer Project.*

3. Section IV., C. Willingness to Meet Schedule and Budget Requirements, is hereby revised to read as follows:

*Given the fiscal constraints of local governments, and Leon County in particular, all budget requirements for projects to be assigned must be met. In addition, State grant schedule deadlines and budget must be met. Describe your practices used on projects to ensure the schedule is met and for ensuring budget requirements are not exceeded. Liquidated damage will be assessed at \$1,000 per day after May 31, 2020 until the project is completed. Provide a schedule for completion within the grant period, expiring June 30, 2020. Phase I Project Design shall be completed by May 31, 2019 and be ready for construction bid advertisement.*



4. Section IV., G. Minority and Women Business Enterprise Participation, is hereby deleted in its entirety and replaced with the following:

**G. Minority Business Enterprise (MBE) and Women (WBE) Business Enterprise Requirements**

*While there are no aspirational targets for this solicitation, points will be awarded to vendors who utilize MWBE subcontractors in the following manner:*

<b>Professional Services Sub-consultants/Sub-contractors</b>	<b>Points</b>
<i>The Respondent certifies that they will include 5% MWBE participation and has identified within its response the certified MBE and WBE firm(s) that it intends to use, the services to be performed and the percent commitment of the services to be provided.</i>	10
<i>The Respondent certifies that they will include 4% MWBE participation and has identified within its response the certified MBE and WBE firm(s) that it intends to use, the services to be performed and the percent commitment of the services to be provided.</i>	8
<i>The Respondent certifies that they will include 3% MWBE participation and has identified within its response the certified MBE and WBE firm(s) that it intends to use, the services to be performed and the percent commitment of the services to be provided.</i>	6
<i>The Respondent certifies that they will include 2% MWBE participation and has identified within its response the certified MBE and WBE firm(s) that it intends to use, the services to be performed and the percent commitment of the services to be provided.</i>	4

*Vendors seeking to be awarded points for the MWSBE utilization must complete Sections 2 & 3 of the Revised Minority and Women Business Enterprise (MWBE) Participation Plan Form. The online Certification Directory is available to assist you with identifying potential certified vendors for MWSBE participation. The directory is comprised of information relative to certified MBEs, WBEs, and SBEs. You may access the directory via the following link: <https://oevforbusiness.mwsbe.com/>. The directory interface is user-friendly and allows for vendors searches to be conducted for various procurement categories and business capabilities.*

5. Section IV., F., is hereby revised to add item number 8 to read as follows:
8. *Private roads without City's utility easement should not hinder the construction of the sewer systems on public roads or private roads with dedicated utility easements. Phase I Project Design shall include design, permits, and bid documents for the master lift station and force main from the master lift station to Capital Circle, and this phase should be completed first.*

6. Section V., Item A., first paragraph is revised to read:

*The County Administrator shall appoint an Evaluation Committee consisting of three to five members who will review all proposals received on time, and select firms for interview based on the responses of each proposer.*

7. Section V., Item E., second paragraph is revised to read:

*Firms/Joint Ventures will be evaluated on the basis of the hard copy submittal of information described above. Based on this evaluation, firm(s) will be selected for presentation and interview. The presentation / interview will be evaluated without consideration to the prior submitted technical proposal evaluation scoring.*

8. Section V., F. Evaluation Criteria, is hereby revised to reads as follows:

Criteria	Maximum Rating	Weight	Total Possible
Ability of Professional Personnel	5	X4	20
Firm's Experience with Projects of a Similar Type and Size	5	X4	20
Willingness to Meet Schedule and Budget Requirements	5	X1	5
Effect of Firms Recent, Current, and Projected Workload	5	X1	5
Effect of Project Team Location	5	X1	5
Approach to the Project	5	X6	30
Minority and Women Business Enterprise Participation	10	X1	10
Local Preference	5	X1	5
<b>TOTAL</b>			<b>100</b>

9. Section V., F. Evaluation Criteria, item number 1, is hereby revised to reads as follows:

1. *The initial ranking of proposals is based upon the points given in the Weighted Scoring Sheet utilizing the Evaluation Criteria Matrix. The scores will be provided by the Purchasing and MWSBE Divisions, respectively, for Local Preference and MWBE Participation, as applicable. The initial scores are only used for the short-listing selection and the tie breaker.*

10. Section V., is hereby revised to add subsection G., Tiebreaker, which reads as follows:

- G. Tiebreaker: *If a tie exists after the presentations and interviews, the initial ranking scores for the technical proposals will be used to break the tie. If a tie still exists by using the initial ranking scores, the Purchasing Director will break the tie utilizing a means of random selection such as flip a coin or drawing of numbers, or other similar process.*

11. The Minority and Women Business Enterprise (MWBE) Participation Plan Form is hereby deleted in its entirety and replaced with the Revised Minority and Women Business Enterprise (MWBE) Participation Plan Form attached hereto.
12. Attachment #4, City of Tallahassee Master Sewer Plan Update – 2015, Woodville Conceptual Sewer Layout, Study Area 6, is hereby added to the solicitation and attached hereto.
13. The following items are clarifications that arose from questions during the mandatory pre-proposal meeting held on February 22, 2018.
  - a. Neither the City nor the County has any land or easement acquired for the lift station.
  - b. There is no Performance Bond required for this solicitation.
14. Questions submitted by vendors are answered in the attachment to this addendum for your consideration.

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid. Should you have any questions, feel free to call me at (850) 606-1600.

Sincerely,



Shelly Kelley, PMP  
Purchasing Director

Enc.

## Answers to Vendor Submitted Questions

### RFP# BC-03-29-18-14

<b>Question #1:</b>	[Page 12, item III.G] Please clarify the consultant's role in Right-of-Way Acquisition. Will the person need to be a real estate agent, appraiser, lawyer? And what do you anticipate their responsibilities will entail?
<b>Answer:</b>	No lawyer, appraiser, and real estate agent will be required. However, title search work and engineering expert witness services in support of the eminent domain process are anticipated.
<b>Question #2:</b>	[Page 13, item IV.B.1] Would you consider extending the allowable age of a project to be completed no more than ten (10) years ago?
<b>Answer:</b>	Yes. See item #2 of this Addendum.
<b>Question #3:</b>	[Page 15, item IV.G] Would you consider striking the joint venture requirement for the 10-point maximum so that a 5% MWBE participation from subconsultant(s) under a sole proprietorship meets the full points value requirement?
<b>Answer:</b>	The MWSBE section has been revised, see items #4 and #11 of this Addendum.
<b>Question #4:</b>	Can you tell me where I can find City of Tallahassee's 2035 Master Sewer Plan Update mentioned in the RFP "Request for Proposals for Civil Engineering Services, Woodville Sewer System Project"? I have been searching the internet for an hour and can't find anything.
<b>Answer:</b>	Please contact Mr. Eric Etters, City of Tallahassee Underground Utilities Engineer at 850-891-6119 or Eric.Etters@talgov.com to request this information.
<b>Question #5:</b>	<p>We have a few questions regarding submittal requirements, please:</p> <ul style="list-style-type: none"> <li>· Can we use tabs?</li> <li>· Can we use Table of Contents?</li> <li>· Do you require a cover letter? If so, does that come AFTER the Proposal Response Cover Sheet?</li> <li>· Is there a page limit?</li> <li>· Minority and Women Business Enterprise (MWBE) Participation Plan Form. Does the PRIME and ALL subs to fill this form out?</li> </ul>
<b>Answer:</b>	The proposer may use tabs, a Table of Contents, and a Cover Letter if desired. There is no page limit. In relation to MWBE Participation, only the Prime Contractor should complete the forms and list their subcontractors.
<b>Question #6:</b>	<p>Do we use GFS 330 format this proposal? Per the RFP, page 13 - #3, it states:</p> <p style="margin-left: 40px;">3. If the respondent is not a joint venture, list outside consultants anticipated to be used on this project. When listing consultants, give the respective specialty of the firm. Standard form SF330 may be used for consultants, if desired.</p>
<b>Answer:</b>	As long as they provide the same information as required by Standard Form SF 330.
<b>Question #7:</b>	<p>On Page 14 – D. Effect of Firm's Recent, Current and Projected Workload</p> <p>1. Provide names and descriptions of projects for which the firm is presently under contract and the anticipated completion dates of those projects.</p> <p>Can you please clarify "descriptions of projects". Is it all projects currently under contract by our firm OR only projects in Leon County?</p>
<b>Answer:</b>	List the current and projected workload of team members involved in this project.

---

<b>Question #8:</b>	Clarification of how to prove MWBE financial commitment requirements and clarification of joint venture language?
<b>Answer:</b>	The MWSBE section has been revised, see items #4 and #11 of this Addendum.

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<b>Question #9:</b>	Would a lawyer or appraiser be needed for r/w acquisition portion and clarification of title search needs?
<b>Answer:</b>	Please see the answer to question #1 above.

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<b>Question #10:</b>	Project history – how many projects? How old? We discussed 6-9 projects up to 10 years old – please confirm.
<b>Answer:</b>	Please see item #2 of this Addendum.

---

<b>Question #11:</b>	One evaluation committee – not multiple – please confirm.
<b>Answer:</b>	One evaluation committee. Please see item #6 of this addendum.

---

<b>Question #12:</b>	Has the desired connection point been determined by the County?
<b>Answer:</b>	No.

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<b>Question #13:</b>	Under I:Understanding that all construction plans and permit application will need to be signed by a Florida PE, will you allow PEs from other states to perform QA/QC or design reviews on the project.
<b>Answer:</b>	Yes. See item #1 of this Addendum for additional clarification.

---

<b>Question #14:</b>	Under III. B. Will you provide a copy of or a link to the City of Tallahassee’s 2035 Master Sewer Plan Update?
<b>Answer:</b>	Please contact Mr. Eric Etters, City of Tallahassee Underground Utilities Engineer at 850-891-6119 or Eric.Etters@talgov.com to request this information.

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<b>Question #15:</b>	Under IV. B. Will you consider projects completed in the last 10 years? Will you consider projects outside of Florida?
<b>Answer:</b>	Please see item #2 of this Addendum.

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<b>Question #16:</b>	Under IV. Required Submittals A.3. RFQ states – “Standard form SF330 may be used for consultants, if desired.” Is the County only looking for resumes for subconsultants under this Ability of Professional Personnel section?
<b>Answer:</b>	As long as they provide the same information as required by Standard Form SF 330.

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**REVISED MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN FORM**

**Respondent:** \_\_\_\_\_

Respondents, including Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), shall complete and submit this M/WBE Participation Plan with their proposal, as applicable. Through submission of its bid/proposal, Respondent certifies, acknowledges and agrees that the Participation Level herein designated is accurate and true; and, that the individual whose manual signature is on this submission is duly authorized on behalf of the respondent to make such certification.

For the purposes of MWBE participation on Leon County projects, the following definition applies:

Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) are firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but, those from other governmental organizations are not accepted by Leon County.

<b>DIRECTIONS: Each respondent must designate in Section 2 its level of MWBE participation. All Respondents are to list subcontractors/subconsultants as appropriate in Sections 2 and 3.</b>
---

**SECTION 1 - ASPIRATIONAL TARGET FOR M/WBE PARTICIPATION**

---

There are no aspirational targets for this solicitation.

**PARTICIPATION PLAN FORM continued on following pages.**

**SECTION 2 – RESPONDENT’S PROPOSED MWBE PARTICIPATION**

Respondent shall complete the following Table identifying each certified MWBE firm they intend to use on this project as well as the percent. Attach additional sheets as necessary.

**MBE and WBE Intended Utilization**

<b>Firm's Name</b> (Requires Leon County or City of Tallahassee MWBE certification) <sup>1</sup>	<b>Firm's Location Address</b> (Must be in Leon, Gadsden, Jefferson or Wakulla Counties, FL to be certified)	<b>Firm's Telephone Number</b>	<b>Ethnic Group<sup>2</sup></b> (B, A, H, N, F)	<b>Total Percent Commitment of MWBE Participation</b>	<b>Type of Service to Provide</b>
<b>Minority and Women Business Enterprise(s)</b>					
a.					
b.					
c.					
d.					
e.					
f.					
<b>Total MWBE Participation</b>				<b>%</b>	
<sup>1</sup> <u>Certification</u> Attach and submit a copy of each MBE and WBE certification with the proposal. <sup>2</sup> <u>Ethnic Group</u> Use following abbreviations for MBE's: African American (B); Asian American (A); Hispanic American (H); and Native American (N). WBEs include Non-Minority Female (F) owned firms.					

**SECTION 3 - NON-MWBE SUBCONTRACTORS/SUBCONSULTANTS**

---

Respondent shall complete the following Table identifying non-MBE or WBE's subcontractors/subconsultants it anticipates utilizing on the project.

<b>Non-MBE and WBE Intended Utilization</b>				
<b>Firm's Name</b>	<b>Firm's Address</b>	<b>Firm's Phone #</b>	<b>Total Percent of Participation</b>	<b>Type of Service to Provide</b>
a.				
b.				
c.				
d.				
e.				
f.				
g.				
h.				



**CITY OF TALLAHASSEE**  
**MASTER SEWER PLAN UPDATE - 2015**  
**WOODVILLE CONCEPTUAL SEWER LAYOUT**  
**STUDY AREA 6**

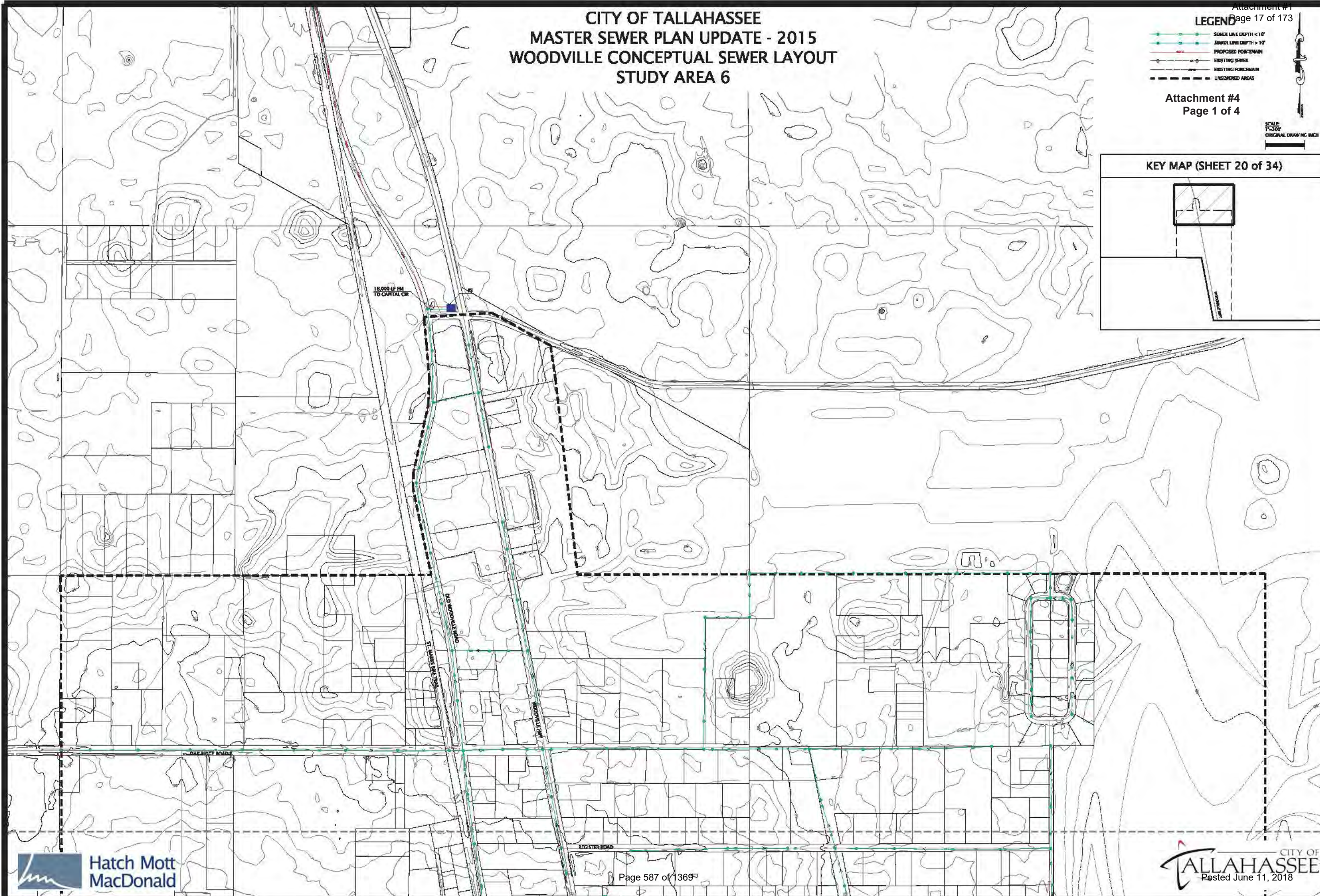
**LEGEND**

- SEWER LINE DEPTH < 10'
- SEWER LINE DEPTH > 10'
- PROPOSED FORCEMAIN
- EXISTING SEWER
- EXISTING FORCEMAIN
- UNSEWERED AREAS

Attachment #4  
 Page 1 of 4

SCALE  
 1"=300'  
 ORIGINAL DRAWING INCH

**KEY MAP (SHEET 20 of 34)**





# CITY OF TALLAHASSEE MASTER SEWER PLAN UPDATE - 2015 WOODVILLE CONCEPTUAL SEWER LAYOUT STUDY AREA 6

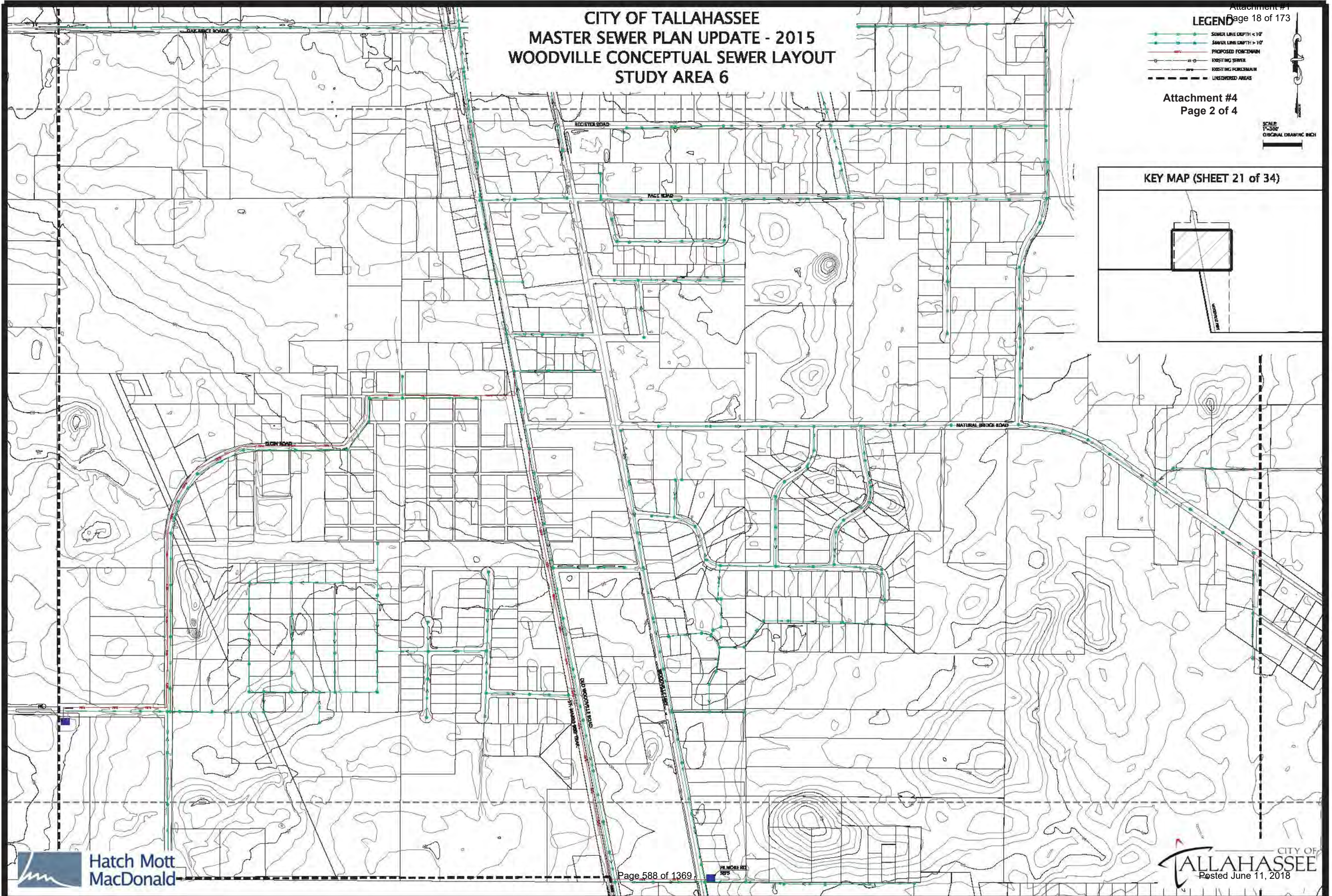
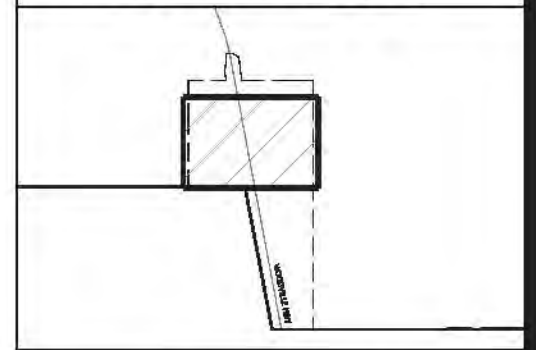
Attachment #1  
Page 18 of 173

- LEGEND**
- SEWER LINE DEPTH < 10'
  - SEWER LINE DEPTH > 10'
  - PROPOSED FORCEMAIN
  - EXISTING SEWER
  - EXISTING FORCEMAIN
  - UNSEWERED AREAS

Attachment #4  
Page 2 of 4

SCALE  
1"=300'  
ORIGINAL DRAWING INCH

KEY MAP (SHEET 21 of 34)



Hatch Mott  
MacDonald



# CITY OF TALLAHASSEE MASTER SEWER PLAN UPDATE - 2015 WOODVILLE CONCEPTUAL SEWER LAYOUT STUDY AREA 6

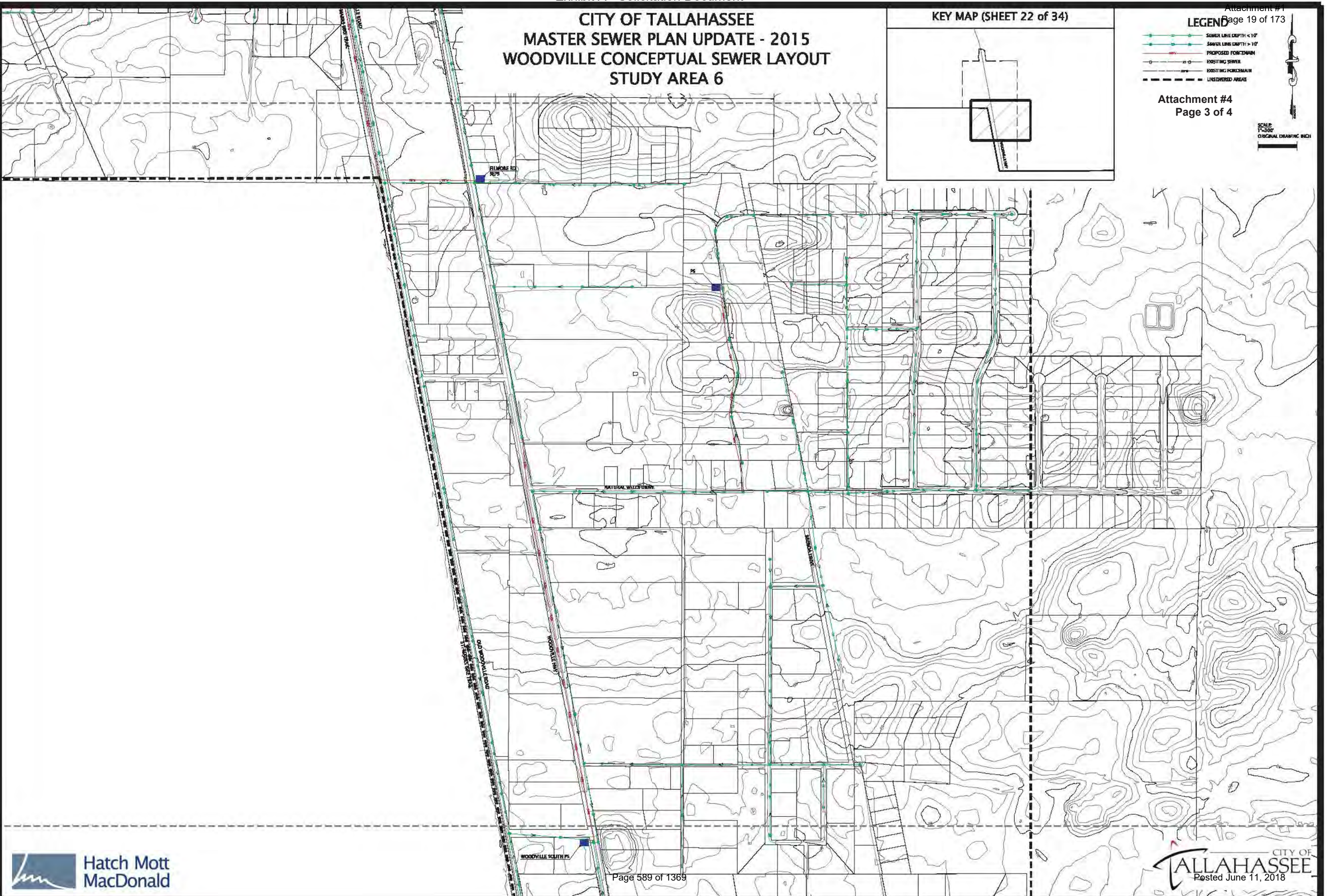
KEY MAP (SHEET 22 of 34)

Attachment #1  
Page 19 of 173

- LEGEND**
- SEWER LINE DEPTH < 10'
  - SEWER LINE DEPTH > 10'
  - PROPOSED FORCE MAIN
  - EXISTING SEWER
  - EXISTING FORCE MAIN
  - UNSEWERED AREAS

Attachment #4  
Page 3 of 4

SCALE  
1"=300'  
ORIGINAL DRAWING INCH





# CITY OF TALLAHASSEE MASTER SEWER PLAN UPDATE - 2015 WOODVILLE CONCEPTUAL SEWER LAYOUT STUDY AREA 6

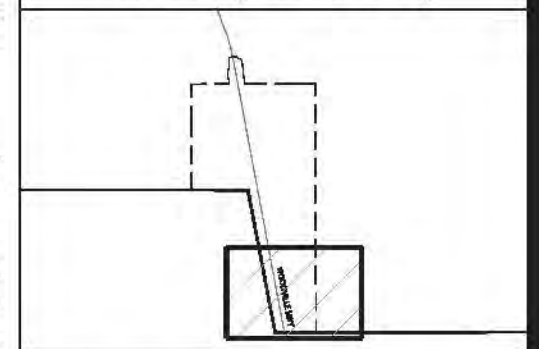
Attachment #1  
Page 20 of 173

- LEGEND**
- SEWER LINE DEPTH < 10'
  - SEWER LINE DEPTH > 10'
  - PROPOSED FORCEMAIN
  - EXISTING SEWER
  - EXISTING FORCEMAIN
  - UNSEWERED AREAS

Attachment #4  
Page 4 of 4

SCALE  
1"=300'  
ORIGINAL DRAWING INCH

KEY MAP (SHEET 23 of 34)





**REQUEST FOR PROPOSALS**

**FOR**

**CIVIL ENGINEERING SERVICES,  
WOODVILLE SEWER SYSTEM PROJECT**

**PROPOSAL NUMBER BC-03-29-18-14**

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



RFP Title: Request for Proposals for Civil Engineering Services, Woodville Sewer System Project Page 22 of 173

Proposal Number: BC-03-29-18-14

Opening Date: March 29, 2018 at 2:00 PM

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## I. INTRODUCTION

Leon County requests proposals from firms/teams interested in providing comprehensive civil engineering services via a single contract for the Woodville Sewer System Project ("Project") to include the following activities:

- A. Surveying
- B. Utility Engineering
- C. Geotechnical Services
- D. Environmental Support Services & Permitting
- E. Roadway Design
- F. Construction Bid Document & Observation
- G. Right-of-Way Acquisition
- H. Utility Building Design

The project goal is to serve the Woodville Rural Community (Attachment #1) with central gravity sanitary sewer, including the transmission system to the City's existing gravity sewer system south of Capital Circle Southeast.

Design of the Project, including identification and description of the lift station sites, utility easements, and other right-of-way needed to be acquired for the Project, are addressed in this Project scope. The main civil engineering services to be provided are survey, design, permitting, bidding, post design services during construction, and engineering support during right of way acquisitions when needed. The acquisition of the lift station sites, utility easements, and other right-of-way identified as being needed for the Project will be the responsibility of Leon County.

Applicants should be aware that the Project is jointly funded by Leon County and the Northwest Florida Water Management District through a July 2017 Grant Agreement, No. 17-065 ("Grant") (Attachment #2). An accelerated design and permitting schedule is required to comply with the terms and conditions of the Grant. In addition, the City of Tallahassee and Leon County will negotiate an Interlocal Agreement for the new gravity sanitary sewer system to be owned, operated, and maintained by the City upon final acceptance.

All professional services to be provided under this agreement shall be performed by Professionals licensed to practice in the State of Florida and in strict compliance with the Consultant's Competitive Negotiation Act, 287.055 F.S. (CCNA). Firms/teams will be selected to provide services specific to the Woodville Sewer System Project. All necessary work related to the completion of the Project is deemed included in this selection.

## II. GENERAL INSTRUCTIONS:

- A. Response Address: The response to the proposal should be submitted in a sealed envelope/package addressed in the following manner:

*Proposal Number*  
*Purchasing Division*  
*1800-3 N. Blairstone Road*  
*Tallahassee, FL 32308*

Proposal Copies: **One ORIGINAL, five (5) copies and one electronic copy** of the Response ("Proposal") must be furnished on or before the deadline. Responses will be retained as property of the County. **The ORIGINAL of your reply must be clearly marked "Original" on its face and must**

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contain an original, non-electronic signature of an authorized representative of the responding firm or individual, all other copies may be photocopies and should be printed double-sided. The contents of the proposal of the successful Proposer will become part of the contractual obligations.

- B. Schedule of Events: Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. Leon 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 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 to the RFP, and public meetings.** The website address is: <http://www.leoncountyfl.gov/procurementconnect/>.

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
February 2, 2018	Release of the RFP
Not later than:  February 16, 2018 at 5:00 p.m.	<b>DEADLINE FOR PRE-BID MEETING QUESTIONS:</b>  Date and time by which Pre-Bid Meeting Questions must be received.
February 22, 2018 at 10:00 a.m.	<b>MANDATORY PRE-PROPOSAL MEETING:</b>  Date and time a mandatory pre-proposal meeting will be held at Leon County Purchasing's offices, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.
Not later than:  March 2, 2018 at 5:00 p.m.	<b>QUESTIONS/INQUIRIES DEADLINE:</b>  Date and time by which written questions and inquiries regarding the RFP must be received by the Leon County Purchasing Division via e-mail submittal to Shelly Kelley at <a href="mailto:kelleys@leoncountyfl.gov">kelleys@leoncountyfl.gov</a> and Geri Forslund at <a href="mailto:forslundg@leoncountyfl.gov">forslundg@leoncountyfl.gov</a> Respondents are requested to send the e-mail to both representatives.
Not later than:  March 29, 2018 @ 2:00 p.m.	<b>OPENING DATE:</b>  Date and time by which <b>Proposals</b> must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308
Week of April 16, 2018	<b>ANTICIPATED DATE FOR POSTING OF SHORT LIST</b>
Week of May 2, 2018	<b>ANTICIPATED DATE FOR INTERVIEWS/PRESENTATIONS BY SHORT LIST</b>

- C. Pre-Proposal Meeting: A Pre-Proposal Meeting will be held at the date, time and location identified in the Schedule of Events. Respondent's attendance at the Pre-Proposal Meeting is **MANDATORY**. The Pre-Proposal Meeting will be a public meeting that the public is invited to attend either physically in person. **All questions of Respondents to be discussed at the Pre-Proposal meeting must be submitted in writing by the deadline identified in the Schedule of Events. Such questions shall be e-mailed to: Shelly Kelley at [kelleys@leoncountyfl.gov](mailto:kelleys@leoncountyfl.gov) and Geri Forslund at [forslundg@leoncountyfl.gov](mailto:forslundg@leoncountyfl.gov).**

The purpose of the Pre-Proposal Meeting is to provide a forum to answer questions concerning the RFP, instructions for submitting Proposals, and other relevant issues. In the event that any discussions or questions at the Pre-Proposal Meeting require, in the Leon County's opinion, official additions, deletions, or clarifications of the RFP, Leon County will issue a written summary of questions and answers or an addendum to this RFP as the Leon County determines is appropriate. No oral representations or discussions, which take place at the Pre-Proposal Meeting, will be binding on Leon County. The Respondents will be instructed to direct all questions after the meeting to Leon County Purchasing Division.

**During and after the Pre-Proposal Meeting, it is the responsibility of the Purchasing Division to ensure that Registered Planholders develop their Proposal with the same information. If a Registered Planholder receives information from Leon County relating to the RFP prior to the information cutoff date, Leon County will ensure that all Registered Planholders receive the same information in a timely fashion.**

- D. Information: Any questions concerning the request for proposal process, required submittals, evaluation criteria, proposal schedule, and selection process should be directed to Shelly Kelley and Geri Forslund at (850) 606-1600; FAX (850) 606-1601; or e-mail at [kelleys@leoncountyfl.gov](mailto:kelleys@leoncountyfl.gov) and [forslundg@leoncountyfl.gov](mailto:forslundg@leoncountyfl.gov). **Vendors are requested to send such requests to both representatives of the Purchasing Division.** Email inquiries are preferred.

Each Vendor shall examine the request for proposal documents carefully; and, no later than seven days prior to the date for receipt of proposals, he shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. 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 proposers.

- E. Prohibited Communications: Any Form of communication, except for written communication with the Purchasing Division requesting clarifications or questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:
1. Any person or person's representative seeking an award from such competitive solicitation; and
  2. Any County Commissioner or 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, 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, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The penalties for an intentional violation of this article shall be those specified in §125.69(1), Florida Statutes, as amended, and shall be deemed supplemental to the penalties set forth in Section 1-9 of the Code of Laws, Leon County, Florida.

- F. Special Accommodation: Any person requiring a special accommodation at a Pre-Proposal Conference or Bid/RFP opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Proposal Conference or Bid/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).
- G. Proposer Registration: Proposers who obtain solicitation documents from sources other than the Leon County Purchasing Division or DemandStar.com MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. This list is used for communications from the County to prospective Proposers. Also, Proposers 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 Proposer through the Purchasing Division or online through DemandStar.com may cause your submittal to be rejected as non-responsive.
- H. As a convenience to vendors, Leon 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 <http://www.leoncountyfl.gov/procurementconnect/> by simply clicking the planholder link at the bottom of the list of documents for each respective solicitation. A listing of the registered vendors with their telephone and fax numbers is designed to assist vendors in preparation of their responses.
- I. Proposal Deadline: Your Proposal prepared in response to this RFP must be received by the Purchasing Division at the above listed address no later than the Opening Date (date and time), as identified in the Schedule of Events, to be considered.
- J. Receipt and Opening of Vendor Responses: Vendor responses will be opened publicly at the date and time identified in the Schedule of Events as the Opening Date. A tabulation sheet of timely received Proposals will be made public and will be posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/procurementconnect/>. A vendor may request, in their submittal, a copy of the tabulation sheet to be mailed in a vendor provided, stamped self-addressed envelope for their record.



Responses to the RFP received prior to the time of opening will be secured unopened. The Purchasing Agent, whose duty it is to open the responses, will decide when the specified time has arrived and no proposals received thereafter will be considered. The Purchasing Agent will not be responsible for the premature opening of a proposal not properly addressed and identified by Proposal number on the outside of the envelope/package.

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.

- K. Timely Delivery: It is the Proposers responsibility to assure that the proposal is delivered at the proper time and location. Responses received after the scheduled receipt time will be marked 'TOO LATE.' Late proposals may be returned unopened to the vendor.
- L. Preparation Costs: The County is not liable for any costs incurred by Respondents prior to the issuance of an executed contract.
- M. Interviews: Firms responding to this RFP must be available for interviews by County staff and/or the Board of County Commissioners.
- N. Preparation and Changes: Proposal must be typed or printed in ink. All corrections made by the Proposer prior to the opening must be initialed and dated by the Proposer. No changes or corrections will be allowed after proposals are opened.
- O. 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.
- P. Cancellation: The contract may be terminated by the County without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The County may terminate this agreement at any time as a result of the contractor's failure to perform in accordance with these specifications and applicable contract. The County may retain/withhold payment for nonperformance if deemed appropriate to do so by the County.
- Q. 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, 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.
- R. 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.

- S. Licenses and Registrations: The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city occupational license and 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 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 or such other state as applicable.

Failure to provide the above required documentation may result in the proposal being determined as non-responsive.

- T. Audits, Records, and Records Retention: The Contractor shall agree:
1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
  2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, 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 contract.
  3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
  4. 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.
  5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
  6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

7. **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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**LEON COUNTY PURCHASING DIVISION  
ATTN: SHELLY KELLEY, PURCHASING DIRECTOR  
1800-3 N. BLAIRSTONE ROAD  
TALLAHASSEE, FLORIDA 32308  
PHONE: 850-606-1600  
EMAIL: KELLEYS@LEONCOUNTYFL.GOV**

- U. Monitoring: To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider'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 provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

- V. 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 <http://www.leoncountyfl.gov/procurementconnect/>. 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 bidders (those vendors who have been registered as receiving a bid 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.
- W. 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."

X. 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.

- Y. Award of RFP and Protest: The proposal will be awarded as soon as possible to the responsive, responsible respondent(s) who rank highest in the evaluation process, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in proposals and to award a proposal 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 Leon County website at: <http://www.leoncountyfl.gov/procurementconnect/> for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Any Bidder/Respondent who



desires to protest the Intended Decision must file a notice of intent to protest in writing within seventy-two (72) hours after the posting of the Notice of Intended Decision. 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, 1800-3 Blair Stone Road, Tallahassee, Florida 32308.

Protestor shall file a formal written bid protest within 10 days after the date in which the notice of intent of bid protest has been submitted. 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. The vendor shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, vendors 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. Vendors are not to contact departments or divisions regarding the vendor complaint.

- Z. 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 proposer.
- AA. Work: Contractor understands that no amount of work is guaranteed to it nor is the County under an 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 representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.
- BB. Terms and Conditions: 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.
- CC. Price Increase: Upon written request from the vendor no less than 45 days prior to each anniversary date of the agreement, and at the discretion of the County, an annual price increase may be negotiated. It is the intent of the County to not allow a price increase greater than the Consumer Price Index for All Consumers (CPI-U) for the latest twelve month period reported at the time of request. In the event of an extraordinary factor (such as an increase in the federal minimum wage) occurring out of the annual cycle, the County may consider a price adjustment on a case-by-case basis upon the written request of the contractor. All price increases shall be at the sole discretion of the County.

### III. SCOPE OF SERVICES

The successful firm/team will provide the full scope of civil engineering services to obtain necessary right-of-way or easements, develop construction plans and specifications for bidding, obtain all necessary permits, encourage connection to the central sanitary sewer system and provide post-design services during construction and close-out of the permits and grant. Specific technical activities will include:

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- Surveying
- Utility Engineering
- Geotechnical Services
- Environmental Support Services & Permitting
- Roadway Design
- Utility Building Design
- Right-of-Way Acquisition
- Construction Bid Document
- Optional Post-design Services

A. Surveying

Work shall consist of surveying services performed by surveyors licensed to practice in the State of Florida. Services may consist of, but are not limited to, development of legal descriptions and sketches for easement and right of way acquisitions, boundary surveys, construction stakeout, design surveys (including topography, utilities, trees, buildings, etc.) or record drawing surveys. Services may also include expert witness services or services in support of right of way or property acquisitions.

B. Utility Engineering

Work shall consist of engineering services related to design and permitting for the conversion of septic tanks to central gravity sanitary sewer, including pump stations (with power supplies, structures, and equipment selections), transmission facilities, and gravity collection sewers to connect the Woodville Rural Community to the City of Tallahassee sewer utility. **Design shall utilize current City of Tallahassee Standard Specifications for Design and Construction of Water and Wastewater Facilities.** As a general reference, the respondents should review the conceptual sewer layout included in the City of Tallahassee's 2035 Master Sewer Plan Update. The final design may deviate from the conceptual layout but it is subject to City's review approval. Affected utilities such as water, sewer, natural gas, communications, electric or other similar utilities must be addressed with the project. Other services may include, but are not limited to, development of operation manuals, computer modeling, feasibility studies, service capacity reports, system design, and review of design documents by others, expert witness services, or general assistance to County staff in matters related to utilities. Where structures are served by private potable wells, connection to the City of Tallahassee water supply will be designed. Septic tank abandonment and private well abandonment as applicable will be included in the project. Services may also include expert witness services or services in support of right of way acquisition, community meetings, design progress reports, utilities review meetings, etc.

C. Geotechnical Services

Work shall consist of a karst inclusive evaluation, including the field sampling and testing, laboratory testing and the engineering evaluation of such information as is available to render opinions and reports related to geotechnical issues by a Registered Professional Engineer as requested. The services may also include design of pump station foundation, utility building foundation, road base and subgrade improvements, embankment stabilization, erosion control, determination of unsuitable materials, bearing analysis and determination of seasonal high water table. The project area lies within known karst plain.

D. Environmental Support Services & Permitting

Work shall consist of the provision of technical and scientific testing, analysis or other investigation in support of environmental issues as may be encountered by the County, State and Federal Governments. Services may include, but are not limited to, environmental permitting, water and sewer permits, water quality monitoring, environmental assessments, remedial action plans, archeological assessments, and hazardous materials related issues. These services shall be performed with the oversight of a Professional Engineer registered in Florida.

- E. Roadway Design  
Work shall consist of engineering services related to roadway design in accordance with FDOT and County standards. Services may include, but are not limited to, pavement, typical amenities to roadway design, such as roadside drainage and treatment, etc. Services may also include expert witness services or services in support of right of way acquisition, etc.
- F. Utility Building Design  
Work may consist of engineering services related to design and permitting for utility buildings, including electrical, mechanical, structural, and architectural aspects.
- G. Right-of-Way Acquisition  
Work shall consist of expert witness services in support of right-of-way acquisition for lift stations, collection system/transmission line placement, and access to structures for residential/business connections design and permitting. Services will include verification of the lots of record within the Woodville Rural Community in support of planning sewer connections per tax parcel.
- H. Construction Bid Document  
Work shall consist of developing construction plans and specifications for bidding, construction cost estimates, and constructability review.
- I. Optional Post-design Services  
Work may include response to Requests for Information, construction observation, review of shop drawings and preparation of close-out documents, including certification of record drawings, septic tank and private well abandonments, and any necessary permits for the central sanitary sewer system. Optional design updates and permit modification services will be governed by these contract provisions, including but not limited to hourly rates. All aforementioned services may be needed within ten years of initial permit approval.

The County reserves the right to execute additional contract(s) for post-design services in the event that the post-design services for this project are required after the term of the resultant contract.

#### IV. REQUIRED SUBMITTALS

***Proposals are to be submitted bound by binder clips only.*** No manner of plastic, comb or wire bindings, three ring binders, or staples are acceptable. All copies of proposals are to be printed double-sided, on paper with no less than 30% post-consumer recycled content. As a part of our sustainability program, Leon County is reducing the excess packaging, binders, and waste associated with submittals.

- A. Ability of Professional Personnel
1. Provide the total number of professionals in your organization or team who may be assigned to this project and their contribution related to the scope of services.
  2. Give brief resume of key persons to be assigned to the project including but, not limited to:
    - a) Name & title
    - b) Job assignment for other projects
    - c) How many years with this firm
    - d) How many years with other firms

- e) Experience
    - 1) Types of projects
    - 2) Size of projects (dollar value and scope of project)
    - 3) What was the specific project involvement?
  - f) Education
  - g) Active registration
  - h) Other experience and qualifications relevant to this project
3. If the respondent is not a joint venture, list outside consultants anticipated to be used on this project. When listing consultants, give the respective specialty of the firm. Standard form SF330 may be used for consultants, if desired.
4. Key Personnel/Staffing: The design work, as well as the presentations and interviews, shall be performed and directed by key persons identified in the Technical Proposal. Any changes to the key personnel shall be replaced with equivalent experience and qualifications, and subject to County Project Manager's approval.

**B. Experience With Projects of a Similar Type and Size**

1. List the projects which best illustrate the experience of the firm and current staff which is being assigned to this project. (List no more than 5 projects, nor projects which were completed more than five (5) years ago.)
- a) Name and location of the project
  - b) The nature of the firm's responsibility on this project
  - c) Project Owner's representative name, address and phone number
  - d) Project user agency's representative name, address and phone number
  - e) Date project was completed or is anticipated to be completed
  - f) Project manager and other key professionals involved and specify the role of each.
  - g) Challenges and lessons learned from the past projects.
2. Provide names and descriptions of projects for which the firm is presently under contract that demonstrate capabilities and qualifications for this work category.
3. Describe the Firm/Joint Venture's process and procedures for insuring that current design standards, codes and other regulatory direction are utilized by staff in project design for this Work Category.
4. Describe basic and special resources available to the firm for the performance of the duties that may be assigned in this work category. Examples would be specialty software, equipment, computers, vehicles, etc.

**C. Willingness to Meet Schedule and Budget Requirements**

Given the fiscal constraints of local governments, and Leon County in particular, all budget requirements for projects to be assigned must be met. In addition, State grant schedule deadlines and budget must be met. Describe your practices used on projects to ensure the schedule is met and for ensuring budget requirements are not exceeded. Liquidated damage will be assessed at \$1,000 per



day after November 1, 2019 until the project is completed. Provide a schedule for completion within the grant period, expiring November 30, 2019.

D. Effect of Firm's Recent, Current and Projected Workload

1. Provide names and descriptions of projects for which the firm is presently under contract and the anticipated completion dates of those projects.
2. Describe the firm's ability to meet the compressed delivery schedule due to grant constraints of project design completion by November 1, 2019.

E. Effect of Project Team Location

1. Leon County Local Preference Ordinance is not applicable to this project.
2. Provide the location of where the project team will predominately reside to conduct the site visits and the majority of work. If located out of the region, describe the plan for ensuring community involvement and on-site visits without significant traveling expenses increase.

F. Approach to the Project

1. Present in concise terms the company's approach to the design and permitting of the Woodville Community sanitary sewer collection system and the transmission system connection to the City of Tallahassee collection system. For future construction funding concerns, it will be necessary to break the project into several phases and make the design of transmission system as the first phase, including permits.
2. An interlocal agreement for the provision of sewer service to Woodville Rural Community is being drafted for approval by the City of Tallahassee and Leon County in the spring of 2018.
3. There are private roads inside the proposed sewer project limits, so special considerations to this matter shall be included in the design proposal.
4. Many properties inside the proposed sewer project limits are on private wells, so the design proposal shall also include consideration to this regard. See Attachment #3 for reference of the City's water mains in Woodville Area.
5. To facilitate the design and construction of sewer service line to each customer, the general guidance is to have a primary design for the central collection sewer system to the limits of Right-of-Ways or Utility Easements, and a secondary design for each lot of record from the limits of Right-of-Way or Utility Easements to the existing house cleanout. The septic tank abandonment design shall be included in the secondary design also. The secondary design is time and cost sensitive because of limited budget, so the respondents shall include design approach for the secondary design to be evaluated by the Committee.
6. Describe design considerations which shall be given to modification and abandonment of the existing Woodville School package treatment plant for connection to the central sanitary sewer service.

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7. Additional design insight will be evaluated for the considerations of physical and non-physical constraints that may be encountered for the design and construction of this project.

G. Minority and Women Business Enterprise Participation

While there are no aspirational targets for this solicitation, points will be awarded to vendors who utilize MWBE subcontractors in the following manner:

Professional Services Sub-consultants/Sub-contractors	Points
The Respondent is a joint venture of two or more firms/individuals with a minimum participation in the joint venture of at least 11% by certified MBE or WBE firms/individuals and include 5% MWBE participation and has identified within its response the certified MBE and WBE firm(s) that it intends to use, the services to be performed and the dollar value of the services to be provided.	10
The Respondent certifies that they will include 4% MWBE participation and has identified within its response the certified MBE and WBE firm(s) that it intends to use, the services to be performed and the dollar value of the services to be provided.	8
The Respondent certifies that they will include 3% MWBE participation and has identified within its response the certified MBE and WBE firm(s) that it intends to use, the services to be performed and the dollar value of the services to be provided.	6
The Respondent certifies that they will include 2% MWBE participation and has identified within its response the certified MBE and WBE firm(s) that it intends to use, the services to be performed and the dollar value of the services to be provided.	4

Vendors seeking to be awarded points for the MWSBE utilization must complete Sections 2 & 3 of the Minority and Women Business Enterprise (MWBE) Participation Plan Form. The online Certification Directory is available to assist you with identifying potential certified vendors for MWSBE participation. The directory is comprised of information relative to certified MBEs, WBEs, and SBEs. You may access the directory via the following link: <https://oeforbusiness.mwsbe.com/>. The directory interface is user-friendly and allows for vendors searches to be conducted for various procurement categories and business capabilities.

V. **SELECTION PROCESS**

- A. The County Administrator shall appoint three Evaluation Committees composed of three to five members each who will review all proposals received on time, and select one or more firms for interview based on the responses of each proposer.

Meetings of Evaluation Committee subsequent to the opening of the solicitation shall be public meetings except for any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as a part of the competitive solicitation, or at which a vendor answers questions as a part of a competitive solicitation. Also, any portion of a meeting at which negotiation strategies are discussed are exempt from being a public session.

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Notice of all meetings shall be posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/procurementconnect/> and in the Purchasing Division Offices no less than 72 hours (excluding weekends and holidays).

- B. The Evaluation Committees will recommend to the Board of County Commissioners (BCC), in order of preference (ranking), usually up to three (3) firms deemed to be most highly qualified to perform the requested services.
- C. The (BCC) will direct staff to negotiate with the approved qualified firms (first ranked firms first and so on) for the proposed services at compensation which the County determines is fair, competitive, and reasonable for said services.
- D. Should the County be unable to negotiate a satisfactory contract with any of the selected firms, the Board representative shall select additional top ranked firms to continue negotiations.
- E. Firms/Joint Ventures will be evaluated on the basis of the hard copy submittal of information described above. Based on this evaluation, firm(s) will be selected for presentation and interview. The presentation / interview will be evaluated without consideration to the prior hard copy submittal evaluation scoring.

Each Firm selected for presentation and interview by any of the Evaluation Committees will make its presentation during which the qualification information will be presented.

- F. Evaluation Criteria: Evaluation of Proposals: Only written responses of statements of qualifications, performance data, and other data received in the purchasing office by the publicized submission time and date shall be evaluated in the short list process. Proposals will be evaluated and scored by the members of the Evaluation Committee on the basis of the following considerations:

<u>Criteria</u>	<u>Maximum Rating</u>	<u>Weight</u>	<u>Total Possible</u>
Ability of Professional Personnel	5	X4	20
Firm's Experience with Projects of a Similar Type and Size	5	X4	20
Willingness to Meet Schedule and Budget Requirements	5	X1	5
Effect of Firms Recent, Current, and Projected Workload	5	X1	5
Effect of Project Team Location	5	X1	5
Approach to the Project	5	X6	30
Minority and Women Business Enterprise Participation	10	X1	10
<u>TOTAL</u>			95

1. The initial ranking of proposals is based upon the points given in the Weighted Scoring Sheet utilizing the Evaluation Criteria Matrix. The scores will be provided by the Purchasing and MWSBE Divisions for MWBE participation, respectively, as applicable. The initial scores are only used for the short-listing selection.
2. Short-listing. The best-qualified respondents shall be based upon the CCNA Evaluation Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be

performed as indicated by the ratings on the Weighted Scoring Sheet. Typically, the top three rated firms, if there are at least three responsive respondents, will be considered as the short-listed firms, unless the County Administrator, after input and discussion with the CCNA Evaluation Committee, approves adding additional firms to the shortlist.

3. Presentations and Interviews and Final Ranking. The selected firms for interview will receive notification including questions to be addressed during interview. Presentations must demonstrate the overall team approach to the project including compliance with the project schedule. After conducting formal presentations and interviews with the short-listed firms, the CCNA Evaluation Committee shall utilize the Ordinal Process Rating System to rank the firms and shall list those respondents interviewed in order of preference. The respondents so listed shall be considered to be the most qualified and shall be listed in order of preference starting at the top of the list. The list of best-qualified persons shall be forwarded to the Board, as appropriate, for approval prior to beginning contract negotiations. Negotiation sequence shall be based on the order of preference.

## VI. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officials, officers and employees from and against all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fee, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

The Contractor shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of the project, which is the subject of the services provided under this Agreement, that is found to be defective or not in accordance with this Agreement, as a result and to the extent caused by the negligence, recklessness, or intentional wrongful conduct on the part of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

## VII. MINORITY/WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

### A. Minority Business Enterprise (MBE) and Women (WBE) Business Enterprise Requirements:

1. There is no Minority and Women Business Enterprise aspirational target prescribed for this solicitation.
2. The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women-owned business enterprises in a competitive environment. This program shall:
  - a) Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.
  - b) Established targets designed to increase MBE and WBE utilization proportionate to



- documented underutilization.
  - c) Provide increased levels of information and assistance available to MBEs and WBEs
  - d) Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.
3. Each Respondent is strongly encouraged to secure MBE and WBE participation through the purchase of those goods or services when opportunities are available. For additional information regarding Leon County's Minority, Women and Small Business Enterprise Policy, or to obtain a listing of certified MBEs, please contact Darryl Jones, Deputy Director for the Tallahassee/Leon County Office of Economic Vitality by telephone (850) 300-7567 or by email [DJones@oevforbusiness.org](mailto:DJones@oevforbusiness.org). Alternate contacts are MWSBE Coordinators LaTanya Raffington, and Shanea Wilks by email at [lraffington@oevforbusiness.org](mailto:lraffington@oevforbusiness.org) and [swilks@oevforbusiness.org](mailto:swilks@oevforbusiness.org).
  4. The online Certification Directory is available to assist you with identifying potential certified vendors for MWSBE participation. The directory is comprised of information relative to certified MBEs, WBEs, and SBEs. You may access the directory via the following link: <https://oevforbusiness.mwsbe.com/>. The directory interface is user-friendly and allows for vendors searches to be conducted for various procurement categories and business capabilities.
- B. 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.

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.

## VIII. INSURANCE

Respondent's attention is directed to the insurance requirements below. Respondents should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to strictly comply with the insurance requirements, that bidder may be disqualified from award of the contract, or otherwise found non-responsive.

Respondent must 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 Respondent, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Respondent's pricing.

- A. Minimum Limits of Insurance: Contractor shall maintain limits no less than:
1. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 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 (deleting employee and contractual exclusions), and coverage for explosion, collapse, and underground (X,C,U).

2. Automobile Liability: One Million and 00/100 (\$1,000,000.00) Dollars combined single limit per accident for bodily injury and property damage. ***(Non-owned, Hired Car)***.
  3. Workers' Compensation Employers Liability: Insurance covering all employees meeting Statutory Requirements 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 design services provided 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. In lieu of "tail coverage", Contractor may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same four (4)-year period.
  5. 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.
- 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 additional insured 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, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess

of the Contractor's insurance and shall not contribute with it. Contractor hereby waives subrogation rights for loss or damage against the county.

- 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 is made or suit is brought, except with respect to the limits of the insurer's liability.
- e) Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles with are all at the sole responsibility and risk of Contractor.

**D. 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.

- E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- F. 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.
- G. Subcontractors: Contractors shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**IX. 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.

**X. ETHICAL BUSINESS PRACTICES**

- A. 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,

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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.

- B. 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.
- C. 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.

## **XI. AGREEMENT**

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 bid specifications.

## **ATTACHMENTS**

- Attachment #1 Woodville Rural Community Sanitary System Limits
- Attachment #2 Northwest Florida Water Management District and Leon County Grant Agreement
- Attachment #3 Existing City Water Mains in Woodville Area



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**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.

Shelly W. Kelley, Purchasing Director

Nick Maddox, Chairman  
Leon County Board of County Commissioners

This solicitation response is submitted by the below named firm/individual by the undersigned authorized representative.

\_\_\_\_\_  
(Firm Name)

BY

\_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Printed or Typed Name)

ADDRESS

CITY, STATE, ZIP

E-MAIL ADDRESS

TELEPHONE

FAX

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #2 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #3 dated \_\_\_\_\_ Initials \_\_\_\_\_

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**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: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

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**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 insurance 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:

Indicate Best Financial Classification:

Business Auto:

Indicate Best Rating:

Indicate Best Financial Classification:

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:

Indicate Best Financial Classification:

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.

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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 Leon County. At the option of Leon County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Leon 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.

Claims will be directed to \_\_\_\_\_(person/agency) at \_\_\_\_\_ ( address/fax/e-,mail) for investigation and appropriate handling.

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 \_\_\_\_\_ Signature \_\_\_\_\_  
Typed or Printed

Date \_\_\_\_\_ Title \_\_\_\_\_  
(Company Risk Manager or Manager with Risk Authority)



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**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 judgment 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 statutes 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.

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Signature

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Title

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Contractor/Firm

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**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: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Personally known \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

OR Produced identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
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.***

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**NON-COLLUSION AFFIDAVIT**

I, \_\_\_\_\_ of the city of \_\_\_\_\_ according to law on my oath, and under penalty of perjury, depose and say that:

1. I am \_\_\_\_\_  
of the firm of \_\_\_\_\_  
in response to the Request for Proposals for:

Civil Engineering Services, Woodville Sewer System Project, and that I executed the said proposal with full authority to do so.

2. This response has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor; and, no attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;

3. The statements contained in this affidavit are true and correct, and made with full knowledge that Leon County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

\_\_\_\_\_  
(Signature of Responder)

\_\_\_\_\_  
(Date)

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_ who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

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(Name of Business)

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 response/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 response/bid, the employee 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 (Florida Statutes) 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 abuse assistance or rehabilitation program if such is available in the employee's community, or 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 that this firm complies fully with the above requirements.

---

Responder's Signature

---

Date



RFP Title: Request for Proposals for Civil Engineering Services, Woodville Sewer System Project Page 50 of 173

Proposal Number: BC-03-29-18-14

Opening Date: March 29, 2018 at 2:00 PM

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## MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN FORM

Respondent: \_\_\_\_\_

All respondents, including Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), shall complete and submit this M/WBE Participation Plan with their proposal. Through submission of its bid/proposal, Respondent certifies, acknowledges and agrees that the Participation Level herein designated is accurate and true; and, that the individual whose manual signature is on this submission is duly authorized on behalf of the respondent to make such certification.

For the purposes of MWBE participation on Leon County projects, the following definition applies:

“Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)” are firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but, those from other governmental organizations are not accepted by Leon County”

<b>DIRECTIONS:</b> Each respondent must designate in Section 2 its level of MWBE participation. All Respondents are to list subcontractors as appropriate in Sections 2 and 3.
--

### SECTION 1 - ASPIRATIONAL TARGET FOR M/WBE PARTICIPATION

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There are no aspirational targets for this solicitation.

PARTICIPATION PLAN FORM continued on following pages.

RFP Title: Request for Proposals for Civil Engineering Services, Woodville Sewer System Project

Proposal Number: BC-03-29-18-14

Opening Date: March 29, 2018 at 2:00 PM

## SECTION 2 – RESPONDENT’S PROPOSED MWBE PARTICIPATION

Respondent shall complete the following Table identifying each certified MWBE firm they intend to use on this project. Attach additional sheets as necessary.

MBE and WBE Intended Utilization

Firm's Name (Requires Leon County or City of Tallahassee MWBE certification) <sup>1</sup>	Firm's Location Address (Must be in Leon, Gadsden, Jefferson or Wakulla Counties, FL to be certified)	Firm's Telephone Number	Ethnic Group <sup>2</sup> (B, A, H, N, F)	Total Dollar Amount of MWBE Participation	Type of Service to Provide
<b>Minority and Women Business Enterprise(s)</b>					
a.					
b.					
c.					
d.					
e.					
f.					
Total Bid Amount \$		Total MWBE Participation \$			MBE Participation % WBE Participation % (MBE or WBE Participation \$ Total Bid \$)

<sup>1</sup>Certification Attach and submit a copy of each MBE and WBE certification with the proposal.<sup>2</sup>Ethnic Group Use following abbreviations for MBE's: African American (B); Asian American (A); Hispanic American (H); and Native American (N). WBEs include Non-Minority Female (F) owned firms.

**RFP Title: Request for Proposals for Civil Engineering Services, Woodville Sewer System Project****Proposal Number: BC-03-29-18-14****Opening Date: March 29, 2018 at 2:00 PM****SECTION 3 - NON-MWBE SUBCONTRACTORS**

Respondent shall complete the following Table identifying non-MBE or WBE's subcontractors it anticipates utilizing on the project.

Non-MBE and WBE Intended Utilization				
Firm's Name	Firm's Address	Firm's Phone #	Total Dollar Amount	Type of Service to Provide
a.				
b.				
c.				
d.				
e.				
f.				
g.				
h.				
i.				







# Woodville Sanitary Sewer Collection System Limits

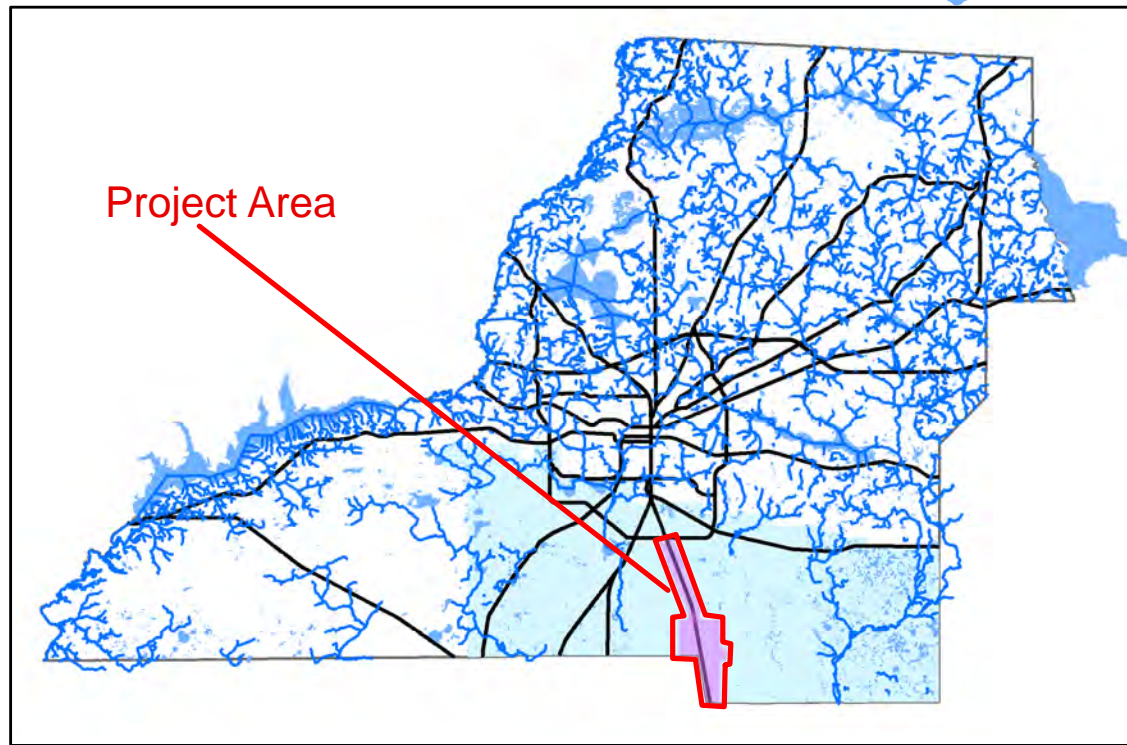
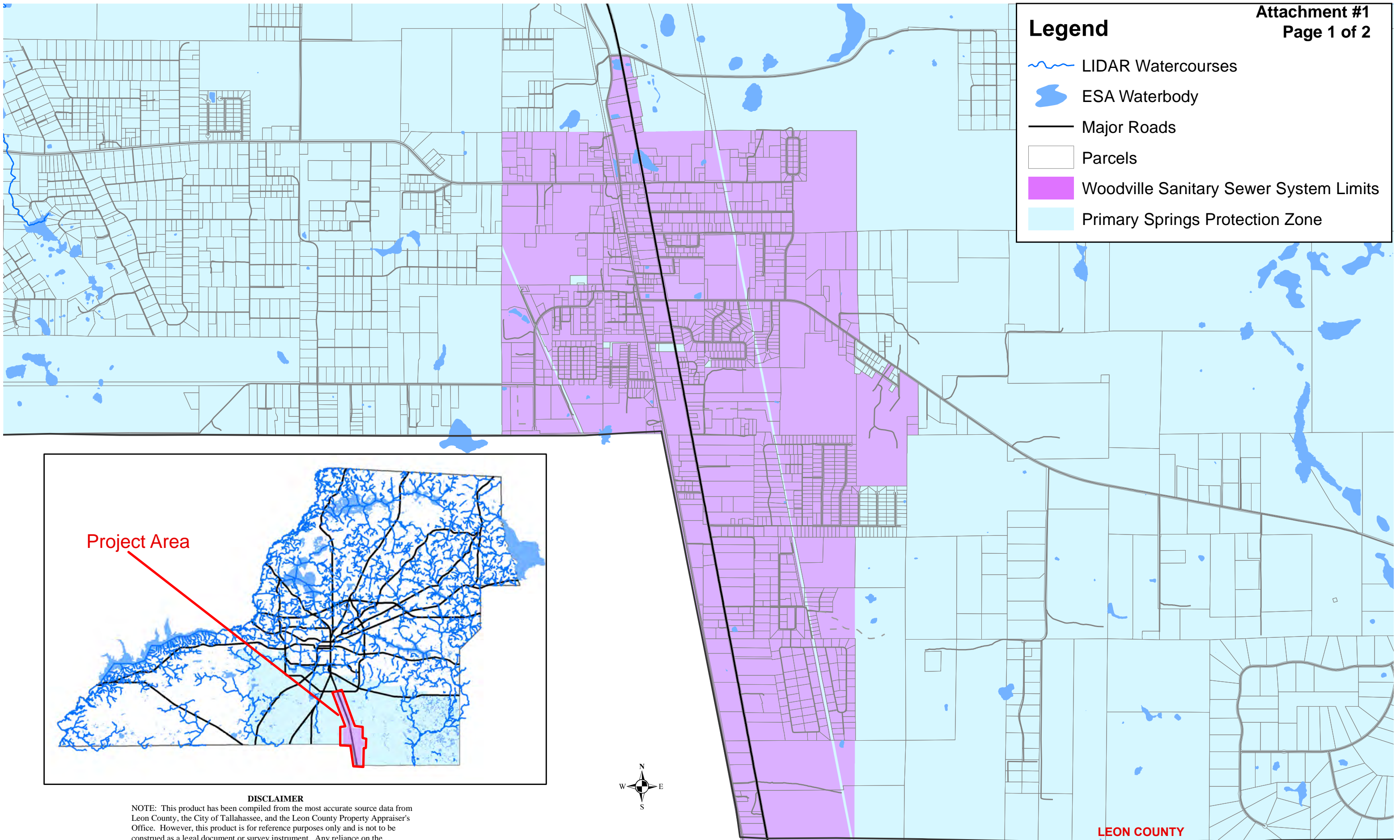
Exhibit A - Solicitation Document

Attachment #1  
Page 53 of 173

Attachment #1  
Page 1 of 2

## Legend

-  LIDAR Watercourses
-  ESA Waterbody
-  Major Roads
-  Parcels
-  Woodville Sanitary Sewer System Limits
-  Primary Springs Protection Zone



### DISCLAIMER

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.



0 0.375 0.75 1.5 Miles

Page 623 of 1369

LEON COUNTY  
WAKULLA COUNTY

Posted June 11, 2018

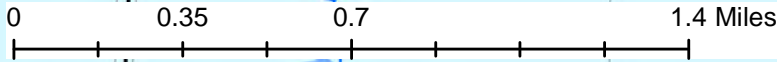


Legend

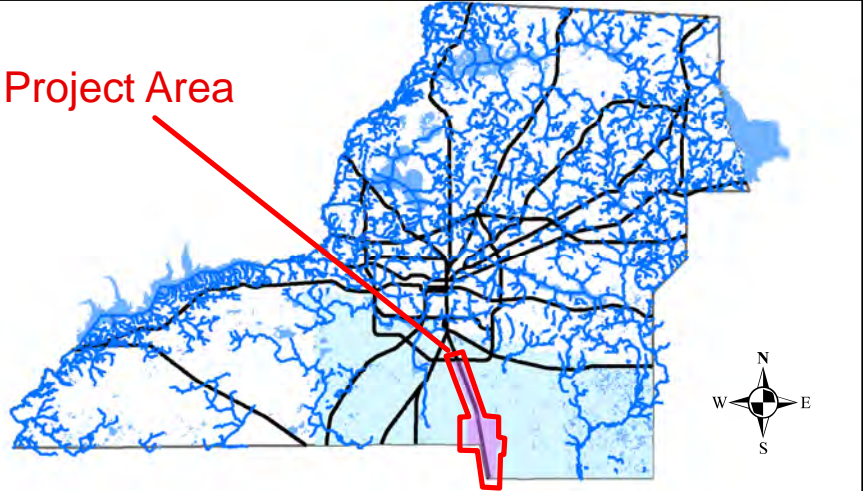
- LIDAR Watercourses
- ESA Waterbody
- Major Roads
- Parcels
- Woodville Sanitary Sewer System Limits
- Primary Springs Protection Zone

DISCLAIMER

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.



Project Area





LEON COUNTY  
CONTRACT ROUTING FORM

☒ Original  
☐ Renewal  
☐ Amendment (# )

County Contract No. B-17-168Division Contact: Theresa Heiker, P.E. Phone # 850-606-1500Department/Division: Leon County Public Works - Engineering ServicesContractor: North Florida Water Management District - Linda Chaisson, P.E.Address 81 Water Management DriveCity, State, Zip Havana, Florida 32333 Phone 850-539-2662Contract Period: From upon execution by both parties To November 30, 2019

Renewal Periods: Number \_\_\_\_\_ Term \_\_\_\_\_

Contract Total \$ Amount: \_\_\_\_\_ or check if ☐ Unit Price Agreement

## Contract Type:

☐ Conservation Easement  
☐ Construction  
☐ Continuing Supply  
☐ Deed  
☐ Interlocal Agreement  
☐ Grant  
☐ Lease  
☐ Other Services  
☐ Performance Agreement  
☐ Professional Services  
☐ Purchase  
☐ Other (Explain below)

## Procurement Method:

☐ Bid\*  
☐ RFP\*  
☐ Sole Source  
☐ Gov't Entity  
☐ Other (Explain Below)

## Insurance Certificates:

☐ General Liability  
☐ Professional Liability  
☐ Workers' Compensation  
☐ Errors & Omissions  
☐ Automobile Coverage

## Forms Required:

☐ Public Entity Crimes Statement  
☐ Performance Bond  
☐ Materials & Payment Bond  
☐ Warranty Bond  
☐ Certification Regarding Debarment

## \*Bid/RFP # \_\_\_\_\_

## Awarded by:

☐ Purchasing Director  
☐ County Administrator  
☒ Board of County Commissioners (Workshop)  
 Agenda Date June 20, 2017 Item # 8

Comments: Woodville Sewer System Project Phase 1 (Grant Agreement No. 17-065)

This Agreement shall begin upon execution by both parties and shall remain in effect ending on November 30, 2019.

## Routing:

Required	Initials	Date	
<input checked="" type="checkbox"/>	TH	7/11/17	Originating Division Engineering Services
<input type="checkbox"/>			Group Director
<input type="checkbox"/>			Purchasing
<input checked="" type="checkbox"/>	TH	7/11/17	County Attorney's Office
<input type="checkbox"/>	OK	7/13/17	Deputy or Assistant County Administrator
<input checked="" type="checkbox"/>			County Administrator
<input type="checkbox"/>			Chairman, BCC
<input checked="" type="checkbox"/>	TH	7/14/17	Clerk's Office (Finance)

RECEIVED  
 17 JUL 11 PM 3:35  
 LEON COUNTY  
 ATTORNEY'S OFFICE

Return completed documents to: One Completed Original to Theresa Heiker for Return to NFWMD. Thanks.

Be sure to return and file a fully executed agreement with the Finance Division

# **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND LEON COUNTY GRANT AGREEMENT**

## **WOODVILLE SEWER SYSTEM PROJECT PHASE 1 GRANT AGREEMENT NO. 17-065**

This Agreement ("Agreement") is made by and between the Northwest Florida Water Management District ("District"), a public entity created by Chapter 373, Florida Statutes, as amended, with an address of 81 Water Management Drive, Havana, Florida 32333, and Leon County, Florida ("Grantee"), a charter county and a political subdivision of the State of Florida, with an address of 301 S. Monroe St., Tallahassee, FL 32301, to provide financial assistance for the Woodville Sewer System Project Phase 1.

In consideration of the mutual benefits to be derived herefrom, the District and the Grantee do hereby agree as follows:

**1. Terms of Agreement**

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Scope of Work**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. References to days in this Agreement shall mean calendar days unless otherwise specified. Land acquisition is not included nor authorized as part of this Agreement, but will be allowed for local match share.

**2. Period of Agreement**

This Agreement shall begin upon execution by both parties and shall remain in effect ending on November 30, 2019. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. No costs incurred prior to the execution of the Agreement are eligible for reimbursement. This Agreement may be amended to provide for additional services if additional funding is made available and both parties agree, via written amendment to this agreement.

**3. Funding/Invoicing**

- A. The District agrees to provide funding not to exceed one million five hundred thousand dollars and NO/100 (\$1,500,000) or the final cost to complete the project, whichever is less, for approved expenses in support of the project, as described in **Attachment A**. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee.
- B. The Grantee shall be reimbursed on a cost reimbursement or cost incurred basis for all eligible project costs required for the completion of tasks, to include the submittal and approval of deliverables, identified in **Attachment A**. Invoices may be submitted no more frequently than monthly, shall reflect actual costs incurred,

and must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

- C. The Grantee shall submit a written invoice request for payment and supporting documentation consistent with the template attached hereto as **Attachment B**. At a minimum, the invoice and supporting documentation submitted must contain the following information:
- i. Grantee name and contact information, grant agreement name and number, invoice number, invoice date, invoicing time period, and authorized signature;
  - ii. A description and total dollar amount of funds being requested, as organized by task;
  - iii. A narrative description of the work completed for which the funds are being requested, including progress (percent) toward completion of the task;
  - iv. A certification that all work completed and payment requested is for project activities as outlined in this Agreement; and
  - v. Supporting documentation of actual expenses and proof of payment for requested grant funds and matching funds, where applicable. If cost incurred, proof of payment is not required at the time of invoice submittal but shall be submitted no later than with the next invoice.
- D. The Grantee shall submit, at a minimum, an invoice for all expenses incurred through the District fiscal year (October 1 – September 30) for each fiscal year of the period of agreement. The year-end invoice must be received by the District Project Manager no later than twenty-one (21) days following the end of the District fiscal year.
- E. The District agrees to provide payment within thirty (30) days of the District's receipt and approval of an invoice from the Grantee.

**4. Available Funding**

The District's performance and obligation to pay under this Agreement are subject to the availability of state appropriated and budgeted funds anticipated at the time of execution. Should funding be discontinued or reduced, this Agreement will be terminated or amended, as appropriate, at the sole discretion of the District. In such an event, the Grantee shall be compensated for work or services satisfactorily completed prior to termination or amendment of the Agreement, to the extent of remaining budgeted funds.



## 5. Progress Reports

- A. The Grantee shall provide a monthly status report to the District's Project Manager via email. This informal report should include the current project status, project activities planned for the next 30 days, and other relevant project progress information, as applicable.
- B. The Grantee shall complete and submit Progress Reports consistent with **Attachment C, Progress Report Template**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates, and proposed work for the next reporting period. Progress Reports shall be submitted electronically to the District's Project Manager by April 15, July 15, October 15, and January 15 each year over the term of the agreement. Progress Reports shall cover the activities completed in the quarter preceding the month due (January-March; April-June; July-September; and October-December, respectively). All deliverables produced during the reporting period shall be provided with each report, if not previously provided. The District's Project Manager shall review the report and provide the Grantee with any feedback within fifteen (15) days from the date submitted.

## 6. Final Report

The Grantee shall complete a Final Report to summarize the work performed during the entire project, including: a narrative summary of the project; a financial summary of total project costs; project results; project successes; and lessons learned. Any geographic information systems data, photos, or other data created through this project shall be provided electronically with the Final Report, if not previously provided. The Final Report shall be submitted electronically to the District's Project Manager no later than the end of the Agreement period.

## 7. Indemnification

The District shall have no liability or responsibility to the Grantee, its contractors, any governmental entity, or the employees, agents, representatives, licensees, invitees, and guests of the Grantee and its contractors or any other person or entity associated with the project, and the Grantee agrees that it shall be solely responsible for the negligent or wrongful acts of its employees, agents representatives, licensees, invitees, contractors and guests.

## 8. Default/Termination

- A. The District may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the District shall provide thirty (30) days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the District regarding the reason(s) for termination.
- B. The District or Grantee may terminate this Agreement for convenience by providing the other party with thirty (30) days written notice. If the District

terminates the Agreement for convenience, the District shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.

**9. Remedies/Financial Consequences**

No payment will be made for tasks or deliverables deemed unsatisfactory by the District. In the event that a task or deliverable is deemed unsatisfactory by the District, the Grantee shall re-perform the services needed for completion of a satisfactory task or deliverable, at no additional cost to the District, within fourteen (14) days of being notified of the unsatisfactory task or deliverable. If a satisfactory task or deliverable is not submitted within the specified timeframe, the District will request, in writing specifying the failure of performance under this Agreement, that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the District. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

- A. A proposed CAP shall be submitted within fourteen (14) days of the date of the written request from the District. The proposed CAP shall be sent to the District Project Manager for review and approval. Within ten (10) days of receipt of the proposed CAP, the District shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) days from receipt of the District letter rejecting the proposal to submit a revised proposed CAP.
- B. Upon the District's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the District does not relieve the Grantee of any of its obligations under the Agreement. The Grantee shall implement the CAP until all deficiencies are corrected and do so within sixty (60) days. Reports on the progress of the CAP will be made to the District as requested by the District Project Manager. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the District shall retain the right to require additional or further remedial steps. No actions approved by the District or steps taken by the Grantee shall preclude the District from subsequently asserting any deficiencies in performance.
- C. Failure to respond to a District request for a proposed CAP and failure to correct a deficiency in the performance of the Agreement as specified by the District shall result in the application of financial consequences per Section 215.971(1)(c), F.S. to include a 1 percent reduction in payment applied to the invoice for the respective task or deliverable.

The remedies set forth above are not exclusive and the District reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

**10. Recordkeeping; Audit**

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The District, the State, inspector general or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for three (3) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. The Grantee shall also cooperate with an inspector general in any investigation, audit, inspection, review or hearing, pursuant to Section 20.055(5), Florida Statutes.
- B. The Grantee must ensure that grant funds are not comingled with funds from other sources; funds budgeted and/or received for one project may not be used to support another project. If a Grantee's accounting system cannot comply with this requirement, the District and Grantee will establish a system to provide adequate fund accountability for each awarded project. If the District discovers that funds have been comingled, the District has the right to seek a refund for all grant funding received plus interest accrued from the first day the grantee received the funds. Interest shall be calculated based on the prevailing rate used by the State Board of Administration.

**11. Special Audit Requirements**

In addition to the requirements in Section 10, the Grantee shall comply with applicable provisions contained in Attachment D, Special Audit Requirements, attached hereto and made a part hereof. Exhibit 1 to Attachment D summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of Attachment D. The District will provide a revised copy of Exhibit 1 to the Grantee for each amendment which authorizes a funding increase or decrease.

**12. Subcontracts**

- A. The Grantee may subcontract work under this Agreement, on a competitive basis, without the prior written consent of the District's Project Manager. The Grantee shall submit a copy of the executed subcontract and a copy of the tabulation form for the competitive procurement process (i.e. Invitation to Bid or Request for Proposals) to the District within fourteen (14) days after execution. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement, including but not limited to: design, permitting, construction, surveying, contract management, land acquisition, legal services, right-of-way acquisition, zoning, replatting, comprehensive plan amendment, code variance, and other services, as necessary. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the

subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- B. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 69I-72, Florida Administrative Code (F.A.C.). The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

**13. Prohibited Local Government Construction Preferences**

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
- i. The contractor's maintaining an office or place of business within a particular local jurisdiction; or
  - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
  - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A, a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A. To ensure compliance, any competitive solicitation must clearly state, Per Section 255.0991, Florida Statutes, that Article IX, Section 2-400 of Leon County Code on local preference in purchasing and contracting does not apply.

**14. Lobbying Prohibition**

In accordance with Section 216.347, Florida Statutes, expenditure of District grant funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.



**15. Compliance with Law**

- A. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations and financial consequences pursuant to Section 215.971(1)(c), Florida Statutes. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
- B. The Grantee will maintain compliance with all District permits throughout the term of this Agreement. Failure to do so will result in an immediate cessation of project activities until compliance has been restored and may include reductions in grant funding in the sole discretion of the District. If compliance cannot be reached within a reasonable timeframe, the District may, at its discretion, terminate this Agreement subject to Section 8.

**16. Notice**

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

**17. Contacts**

The District's Project Manager for this Agreement is identified below:

Linda Chaisson, P.E. (or successor)	
Northwest Florida Water Management District	
81 Water Management Drive	
Havana, FL 32333-4712	
Telephone No.:	(850) 539-2662
Fax No.:	(850) 539-2777
E-mail Address:	Linda.Chaisson@nwfwater.com

The Grantee's Project Manager for this Agreement is identified below.

Theresa B. Heiker, P.E. (or successor)	
Stormwater Management Coordinator	
Leon County Public Works	
2280 Miccosukee Road	
Tallahassee, FL 32308	
Telephone No.:	(850) 606-1526
Fax No.:	(850) 606-1501
E-mail Address:	HeikerT@leoncountyfl.gov

**18. Insurance**

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from performance of the work specified under this Agreement, whether such work is performed by the Grantee or its contractors. All policies of insurance shall maintained by the Grantee hereunder shall name the District as an Additional Insureds for the entire length of the agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the District's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement. The Grantee shall notify the District's Grant Manager within 10 calendar days of any cancellation of insurance or coverage, change in insurance provider, or change in coverage limits and provide documentation of required coverage to the District's Grant Manager concurrent with such notification.
- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified under this Agreement, unless such sub grant or subcontractor employees are covered by the protection afforded by the Grantee.
  - i. Workers' Compensation Insurance is required for all employees connected with the work of this project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
  - ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.
  - iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000      Automobile Liability Combined Single Limit for

## Company-Owned Vehicles, if applicable

\$300,000	Hired and Non-owned Automobile Liability Coverage
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- iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carrier.

**19. Conflict of Interest**

The Grantee, together with its shareholders, members, partners, officers, directors, employees, agents and affiliates, covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**20. Unauthorized Employment**

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

**21. Amendments**

Any amendment to this Agreement must be consented to in writing by both parties. Notwithstanding any provision of this Agreement to the contrary, any duly executed amendment of this Agreement to extend its term shall be deemed to automatically add or modify, as appropriate, reporting due dates pursuant to Sections 5 and 6 hereof such that the dates are commensurate with the extended term of this Agreement.

**22. Discrimination**

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in the performance of this Agreement.
- B. 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 or contract with a public entity for 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, supplier, 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. Questions regarding the convicted vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915 or [www.dms.myflorida.gov](http://www.dms.myflorida.gov).

- C. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915 or [www.dms.myflorida.gov](http://www.dms.myflorida.gov).

**23. Scrutinized Companies**

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the District may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**24. Inspection of Work; Access**

District personnel and its representatives shall, upon reasonable prior notice to Grantee, have access to and may observe and inspect work being performed under this Agreement, including:

- A. Access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

**25. Public Records Access**

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records



under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the District to perform the services under this agreement.

- B. This Agreement may be unilaterally canceled by the District for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes, and Section 24(a), Article I, Florida Constitution.
- C. If the Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S., [ i.e. an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
  - i. A request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If this District does not possess the requested records, the Grantee must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the District within a reasonable time, the Grantee may be subject to penalties under s. 119, F.S. or as otherwise provided by law.
  - ii. Upon request from the District's custodian of public records, Grantee shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 199, F.S., or as otherwise provided by law. All records that are stored electronically must be provided to the District in a format that is compatible with current information systems.
  - iii. Grantee shall identify and ensure that all 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 of the Agreement if the Grantee does not transfer the records to the District.
  - iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to the District, all public records in possession of Grantee or keep and maintain public records required by the District to perform the services under this Agreement. If the Grantee transfers all public records to the District, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records.

- D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 539-5999; by email at [ombudsman@nwfwater.com](mailto:ombudsman@nwfwater.com); or by mail at Northwest Florida Water Management District, 81 Water Management Drive, Havana, FL 32333.**

**26. Publicity**

The Grantee agrees to give appropriate credit to the "Northwest Florida Water Management District" for its financial support in any and all press releases, publications, annual reports, video credits, dedications, project signs, and other public communications regarding this Agreement or any of the deliverables associated with the project, the work, and/or this Agreement. The Grantee hereby grants the District the right and authority to publicize the District's financial support for the project in press releases, publications and other public communications.

**27. Execution of Counterparts**

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

**28. Severability**

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**29. Entire Agreement**

This Agreement constitutes the entire agreement between the District and the Grantee and may be amended or extended only in writing, signed by both the District and the Grantee.

IN WITNESS WHEREOF, the parties have executed this Agreement, the day and year last written below.

**NORTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT**

**LEON COUNTY BOARD OF COUNTY  
COMMISSIONERS**

By: Brett J. Cyphers  
Brett J. Cyphers, Executive Director

By: Vincent S. Long  
Vincent S. Long, County Administrator

Date: 7/5/17

Date: 7/14/17

ATTEST:  
Gwendolyn Marshall  
Clerk & Comptroller  
Leon County, Florida



APPROVED AS TO FORM  
LEON COUNTY ATTORNEY'S OFFICE  
Leon County, Florida

By: [Signature]

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Scope of Work (4 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Checklist and Template (3 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Progress Report Template (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Special Audit Requirements (6 Pages)</u>



## **ATTACHMENT A GRANT SCOPE OF WORK**

**PROJECT TITLE:** Woodville Sewer System Project Phase 1

**PROJECT LOCATION:** The Project will be located along Woodville Highway, including adjacent residential streets, which is located within Leon County, Florida. Project coordinates are latitude 30.3142 N, and longitude -84.2475 W.

**PROJECT BACKGROUND:** The Woodville Sewer System Project will make service connections available for approximately 1,500 residential households and businesses currently served by onsite sewage treatment and disposal systems (OSTDSs) to the City of Tallahassee TP Smith Water Reclamation Facility. This is anticipated to result in a reduction in nutrient leaching into the Floridan aquifer in the Wakulla Springs contribution area. A need for this project has been identified in the Florida Department of Environmental Protection's (Department's) Upper Wakulla River and Wakulla Springs Basin Management Action Plan (BMAP), the 2030 City of Tallahassee Master Sewer Plan, and the Onsite Sewage Treatment and Disposal and Management Options Final Report. Wakulla Springs is an important recreational destination which receives approximately 200,000 visitors annually.

Funds were awarded to the Northwest Florida Water Management District (District) for Phase 1 of this project. Leon County (Grantee) will provide the design, permitting and construction of the project. An Interlocal Agreement will be executed between Leon County and the City of Tallahassee (City) for connecting the new wastewater transmission lines to the City's existing wastewater system and acceptance of the new collection system for operation, maintenance and ownership.

**PROJECT DESCRIPTION:** This project is the design and permitting of a collection and transmission system to make central sanitary sewer service connections available for approximately 1,500 residences and businesses in the Woodville Rural Community, the extent of which is shown in Figure 1. The collection system will be designed in accordance with City standards. The transmission system, primary lift station and 18,000 feet of force main, will connect to the existing City collection system at Capital Circle Southeast. The City will own and operate the system after construction and approval.

### **TASKS and DELIVERABLES:**

**Payment Request Schedule for All Tasks:** Grantee may submit a payment request for cost reimbursement of expended or incurred costs no more frequently than once per month. The interim deliverable(s) and/or final deliverable(s) must be submitted and accepted in writing by the District's Project Manager prior to payment request approval. If partial payment is requested prior to completion of tasks below, a narrative summary of the task progress as indicated by percent complete, as well as any specific interim deliverables listed, must be submitted to the District's Project Manager.



**Task 1: Design and Permitting**

**Task Description:** The Grantee will procure professional engineering services, in accordance with state law. The Grantee will work with the City of Tallahassee to complete the design of the proposed lift station(s) and force and gravity mains and obtain all necessary permits for construction of the project. The Grantee will submit documentation of preconstruction activities, as described below.

**Deliverable 1a:** An electronic copy of the survey and draft design at 60% completion submitted to the District's Grant Manager for review prior to submittal of the final design.

**Performance Standard:** The District's Grant Manager will review the draft design at 60% completion to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of this submittal by the District's Grant Manager, the Grantee may proceed with the payment request submittal for costs associated with this design document.

**Deliverable 1b:** An electronic copy of the final design, including professional certification as applicable. Upon request, the Grantee will provide a paper copy of the final design submittal.

**Performance Standard:** The District's Grant Manager will review the final design to verify that it meets the specifications in the Grant Work Plan and this task description, and, if needed, provide any comments to the Grantee for incorporation. Upon review and written acceptance of this submittal by the District's Grant Manager, the Grantee may proceed with the payment request submittal for costs associated with this design document.

**Deliverable 1c:** A list of all required permits identifying issue dates and issuing authorities submitted to the District's Grant Manager. Upon request, the Grantee will provide copies of obtained permits or permit related correspondence or documentation.

**Performance Standard:** The District's Grant Manager will review the list of all issued permits to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of the list of all issued permits by the District's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with permitting.

**Task 2: Progress Reports**

**Task Description:** Per Sections 5 and 6 of this Agreement, the Grantee will complete Progress Reports throughout the Agreement period. The reports shall describe, at a minimum: the work performed during the reporting period; problems encountered; problem resolution; schedule updates; and proposed work for the next reporting period.

**Deliverable 2:** An electronic copy of the Progress Report, in word processing or pdf format, submitted to the District's Project Manager for review. Upon request, the Grantee shall provide a paper copy of the Progress Report.

**Performance Standard:** The District's Project Manager will review the submitted Progress Report to verify that it meets the specifications in the Grant Scope of Work and this task description, and provide any comments to the Grantee for incorporation into the next report.

**PROJECT TIMELINE:** All tasks and deliverables must be completed on or before the end of the contract period indicated in Section 2 of the Agreement. The anticipated start and end dates may vary, as long as all deliverables and tasks are completed by the end of the agreement.

Task No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1a	Survey and 60% Design	1/1/18	12/31/18	12/31/18
1b	Final Design	1/1/18	5/30/19	11/30/19
1c	Permit(s)	1/1/18	5/30/19	11/30/19
2	Progress Reports			Monthly by 15 <sup>th</sup> and Quarterly

**PROJECT BUDGET SUMMARY:** The total cost of the project is estimated at \$3,000,000. Grant funding through this Agreement will not exceed \$1,500,000, as indicated below, and is available for costs to complete the project including design, engineering and permitting.

Task No.	Task Description	Budget Category	Grant Funding
1	Design and Permitting	Contractual Services	\$1,500,000
2	Progress Reports		\$0
		<b>Total</b>	<b>\$1,500,000</b>

# **ATTACHMENT B** **PAYMENT REQUEST TEMPLATE**

[Grantee, Address, Logo, etc.]

**INVOICE**

Date	Invoice Period	Invoice No.

<b>Bill To:</b>  Northwest Florida Water Management District 81 Water Management Drive Havana, Florida 32333  Attn: Linda Chaisson
--

**Project:**        **NWFWMD Contract Number 17-065**  
**Woodville Sewer System Project Phase 1**

Date	Item/Activity	Description	Total Expended
<b>Total Invoice Request</b>			<b>\$0.00</b>

Limit of grant agreement	\$1,500,000.00
Amount previously paid	\$000,000.00
Amount due this invoice	\$000,000.00
<hr/>	
Amount of grant agreement remaining after this invoice (Line 1-(Line 2+Line 3)	\$000,000.00

\_\_\_\_\_  
Signature of Project Manager\_\_\_\_\_  
Date



Summary of Activities Completed for Project #: \_\_\_\_\_; Invoice # \_\_\_\_\_

[Insert description of activities and include any deliverables demonstrating work activities (photos, draft/final plans, surveys, reports, permits, etc.) as attachments. If cost-incurred, must include percent complete]

Engineer/Project Manager certification: This certifies that the work described herein was performed for the [insert project title; NFWFMD Contract Number 17-065].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (print)

<b>Invoice Submittal Checklist</b>	
<b>Invoice containing:</b>	
	Grantee name, address, phone
	Project name
	Contract number
	Invoice number
	Invoice date
	Invoice period
	Summary of activities being invoiced (date, brief description, cost)
	Summary of match (if applicable)
	Signature of Project Manager*
<b>Additional required items:</b>	
	Cover letter with signature of Project Manager <sup>1</sup>
	Detailed description of activities
	Detailed cost backup documentation <sup>2</sup> - grant
	Detailed cost backup documentation <sup>2</sup> - match
	Any other items required in agreement
	Project manager/engineer certification

<sup>1</sup>Only one signature needed, either on invoice or cover letter.

<sup>2</sup>Examples of cost backup documentation include: copies of receipts for payment, contractor invoices, copies of cleared checks, payroll records, etc. Documentation should include all applicable costs including supplies and materials, legal fees, permit fees, labor, contractors, and equipment.

## ATTACHMENT C PROGRESS REPORT TEMPLATE

[Project name & contract #]

**Progress Report [or Final Report]**

[Report start date] through [report end date]

**[Summary of Requirements below – delete before submitting]**

**Progress Reports:** The Grantee shall complete and submit Progress Reports consistent with **Attachment C, Progress Report Template**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates, and proposed work for the next reporting period. Progress Reports shall be submitted electronically to the District's Project Manager by April 15, July 15, October 15, and January 15 each year over the term of the agreement. Progress Reports shall cover the activities completed in the quarter preceding the month due (January-March; April-June; July-September; and October-December, respectively). All deliverables produced during the reporting period shall be provided with each report, if not previously provided.

**Final Report:** The Grantee shall complete a Final Report to summarize the work performed during the entire project, including: a narrative summary of the project; a financial summary of total project costs; project results; project successes; and lessons learned. Any geographic information systems data, photos, or other data created through this project shall be provided electronically with the Final Report, if not previously provided. The Final Report shall be submitted electronically to the District's Project Manager no later than the end of the Agreement period.

1. Description of project work completed during the reporting period [including contracting, design, etc.];
  - May include: design drawings and project area map (if applicable, note if attached or previously provided); photographic record of project activities and progress to date (if applicable); or other deliverables as indicated in the Scope of Work.
2. Problems encountered and solutions
3. Work plan and schedule for next phase of project up to the next semiannual report or final project summary report. Note any changes to anticipated schedule outlined above; and

Task	Anticipated Completion Date

4. Summary of construction and total project costs to date, itemized by major component.
  - May be text and/or table

## **ATTACHMENT D**

### **Special Audit Requirements**

The administration of resources awarded by the Northwest Florida Water Management District (*which may be referred to as the "District," NFWFMD," or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Northwest Florida Water Management District, as described in this attachment.

#### **MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by District staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Northwest Florida Water Management District. In the event the Northwest Florida Water Management District determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the District to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### **AUDITS**

##### **PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.



3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://www.cfda.gov/>.

## **PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Northwest Florida Water Management District by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at

<https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

### PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

### PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Northwest Florida Water Management District at one of the following addresses:

By Mail:

**Inspector General**

Northwest Florida Water Management District  
Office of the Inspector General  
81 Water Management Drive  
Havana, Florida, 32333-4712

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's



Internet Data Entry System which can be found at:  
<https://harvester.census.gov/facweb>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
- 2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Northwest Florida Water Management District at the following address:

By Mail:

**Inspector General**

Northwest Florida Water Management District  
Office of the Inspector General  
81 Water Management Drive  
Havana, Florida, 32333-4712

- 3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:
- A. The Northwest Florida Water Management District at one of the following addresses:

By Mail:

**Inspector General**

Northwest Florida Water Management District  
Office of the Inspector General  
81 Water Management Drive  
Havana, Florida, 32333-4712

- C. The Auditor General's Office at the following address:

By Mail:

**State of Florida Auditor General**

Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

- 4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Northwest Florida Water Management District at one of the following addresses:

By Mail:

**Inspector General**

Northwest Florida Water Management District  
Office of the Inspector General  
81 Water Management Drive  
Havana, Florida, 32333-4712

5. Any reports, management letters, or other information required to be submitted to the Northwest Florida Water Management District pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Northwest Florida Water Management District for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **five** years from the date the audit report is issued, and shall allow the Northwest Florida Water Management District, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Northwest Florida Water Management District, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three** years from the date the audit report is issued, unless extended in writing by the Northwest Florida Water Management District.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

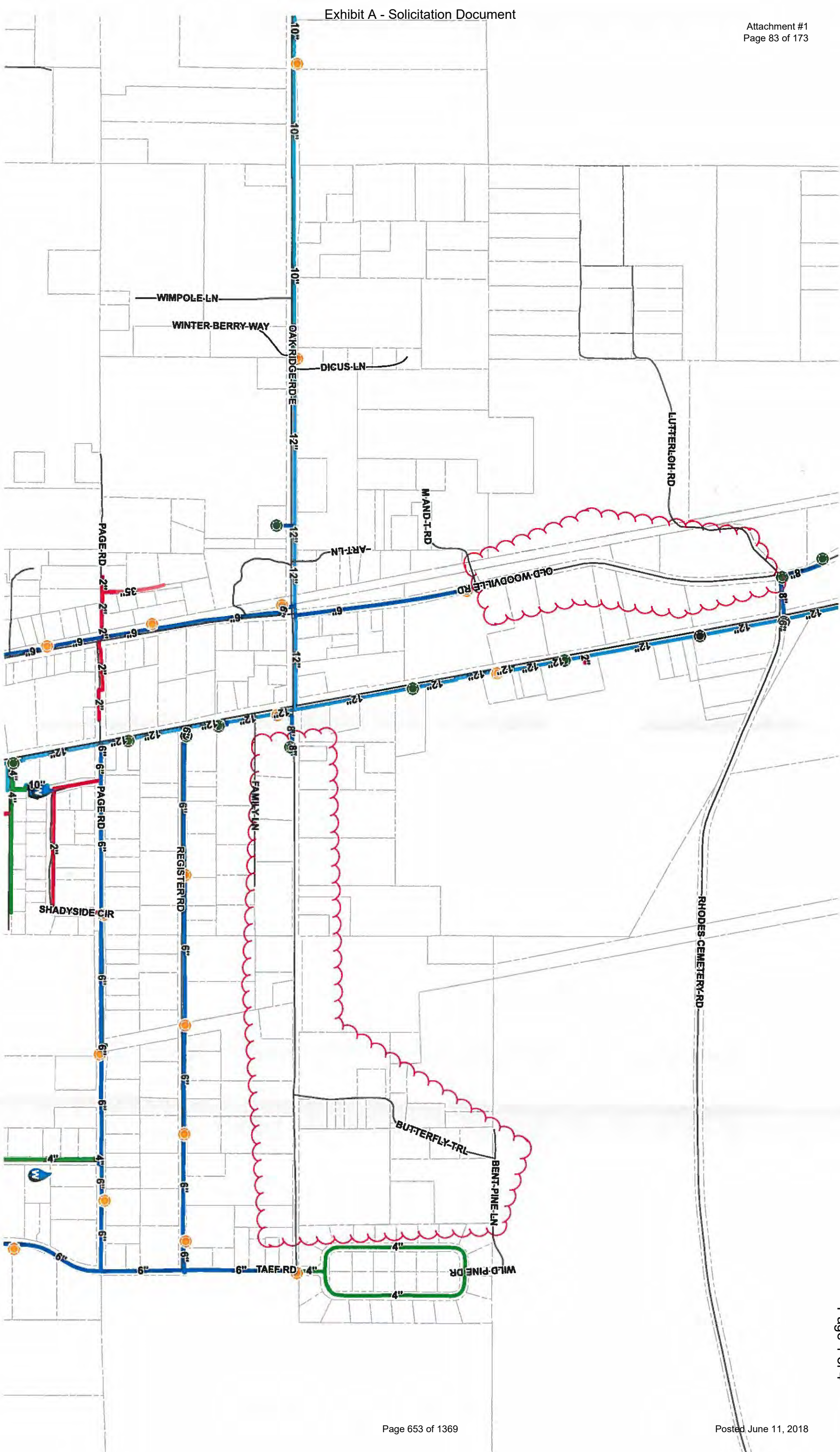
<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Land Acquisition Trust Fund, Line Item 1600	2016-2017	37.052	Florida Springs Grant Program	\$1,500,000	

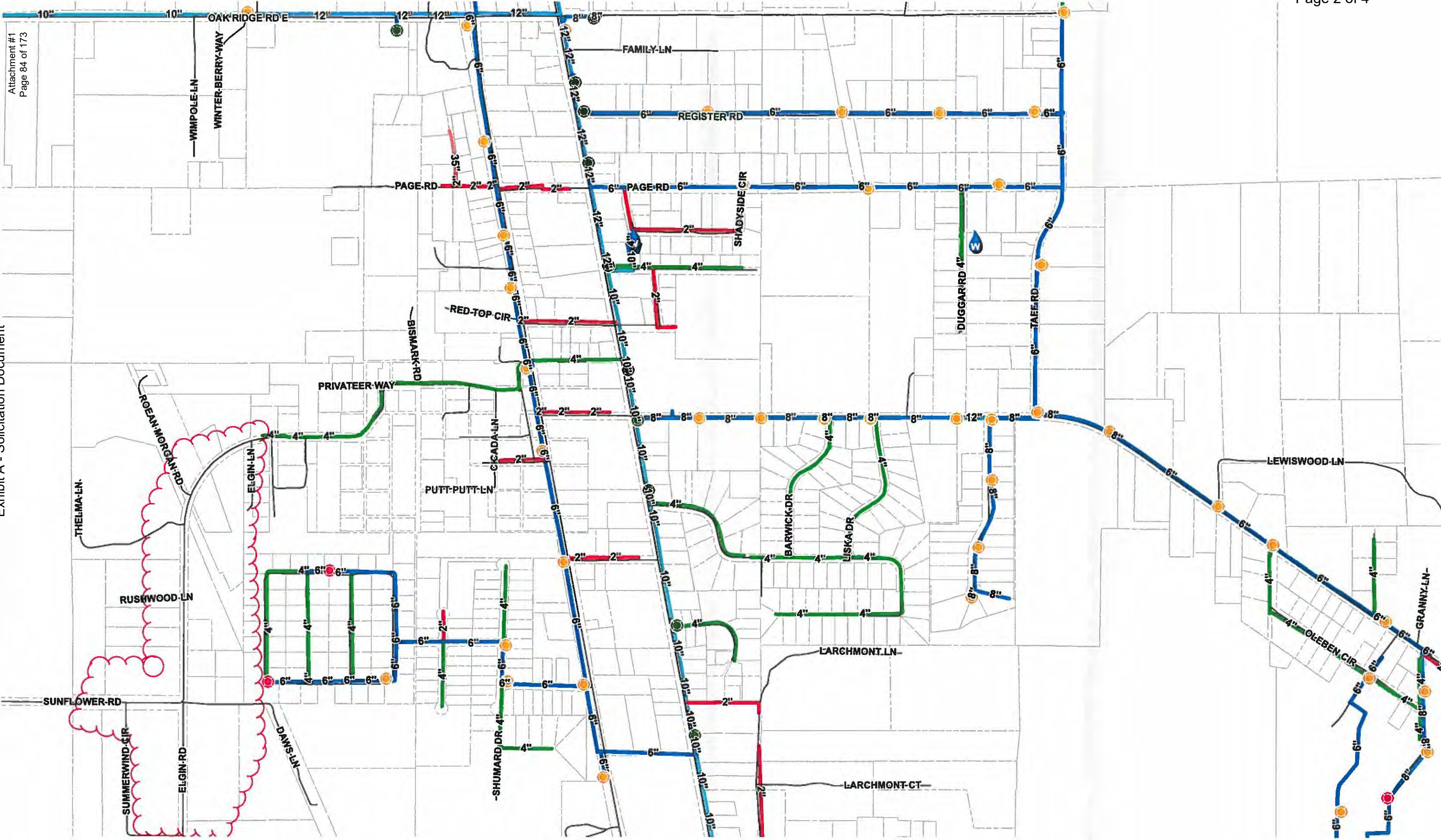
				Total Award	\$1,500,000	
--	--	--	--	-------------	-------------	--

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://www.cfda.gov/>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.



















Page 87 of 173  
**LEGEND**

Attachment #4  
Page 1 of 4

SCALE  
1"=300'  
ORIGINAL DRAWING INC.

KEY MAP (SHEET 20 of 34)





**CITY OF TALLAHASSEE  
MASTER SEWER PLAN UPDATE - 2015  
WOODVILLE CONCEPTUAL SEWER LAYOUT  
STUDY AREA 6**

Attachment #1  
Page 88 of 173

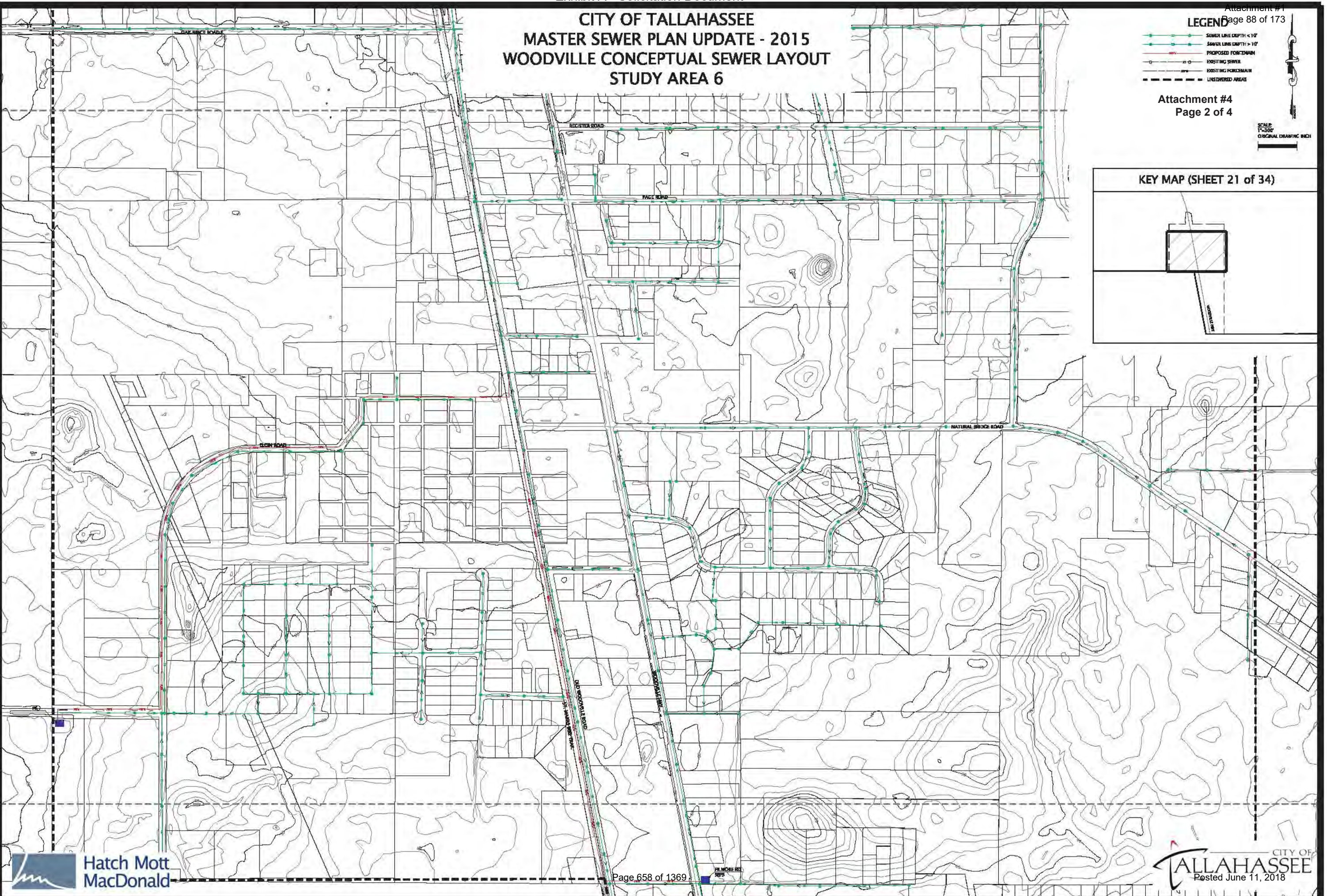
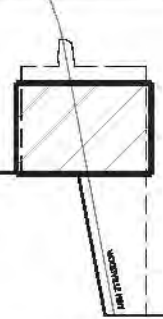
**LEGEND**

- SEWER LINE DEPTH < 10'
- SEWER LINE DEPTH > 10'
- PROPOSED FORCEMAIN
- EXISTING SEWER
- EXISTING FORCEMAIN
- UNSEWERED AREAS

Attachment #4  
Page 2 of 4

SCALE  
1"=300'  
ORIGINAL DRAWING INCH

**KEY MAP (SHEET 21 of 34)**





# CITY OF TALLAHASSEE MASTER SEWER PLAN UPDATE - 2015 WOODVILLE CONCEPTUAL SEWER LAYOUT STUDY AREA 6

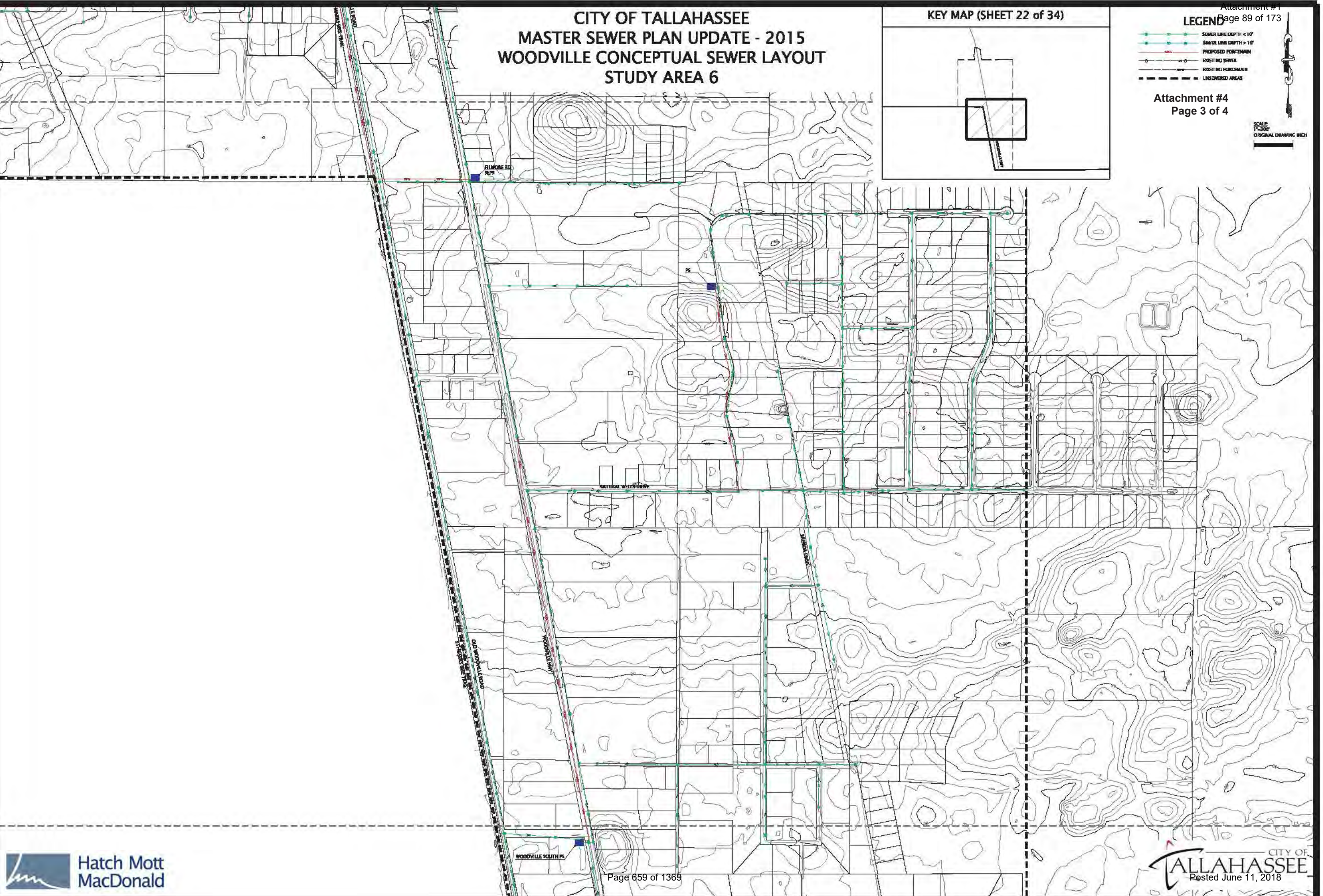
KEY MAP (SHEET 22 of 34)

Attachment #1  
Page 89 of 173

- LEGEND**
- SEWER LINE DEPTH < 10'
  - SEWER LINE DEPTH > 10'
  - PROPOSED FORCEMAIN
  - EXISTING SEWER
  - EXISTING FORCEMAIN
  - UNSEWERED AREAS

Attachment #4  
Page 3 of 4

SCALE  
1"=300'  
ORIGINAL DRAWING INCH





CITY OF TALLAHASSEE  
MASTER SEWER PLAN UPDATE - 2015  
WOODVILLE CONCEPTUAL SEWER LAYOUT  
STUDY AREA 6

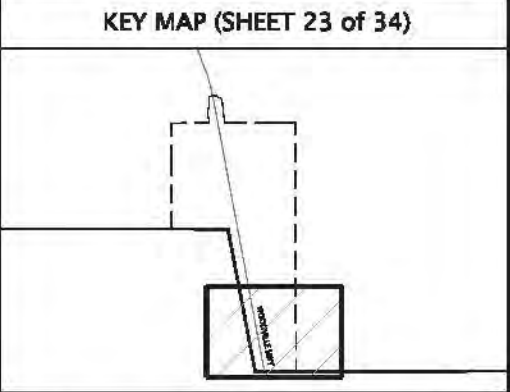
Attachment #1  
Page 90 of 173

**LEGEND**

- SEWER LINE DEPTH < 10'
- SEWER LINE DEPTH > 10'
- PROPOSED FORCEMAIN
- EXISTING SEWER
- EXISTING FORCEMAIN
- UNSEWERED AREAS

Attachment #4  
Page 4 of 4

SCALE  
1"=300'  
ORIGINAL DRAWING INCH





**RFP Title: Request for Proposals for Civil Engineering Services, Woodville Sewer System Project**  
**Proposal Number: BC-03-29-18-14**  
**Opening Date: March 29, 2018 at 2:00 PM**

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**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.

Shelly W. Kelley, Purchasing Director

Nick Maddox, Chairman  
Leon County Board of County Commissioners

This solicitation response is submitted by the below named firm/individual by the undersigned authorized representative.

BY Infrastructure Solution Services  
(Firm Name)  
Brian Stahl  
(Authorized Representative)  
Brian M. Stahl  
(Printed or Typed Name)

ADDRESS 7185 Murrell Road  
Suite 101

CITY, STATE, ZIP Melbourne, FL 32940

E-MAIL ADDRESS BStahl@InfrastructureSS.com

TELEPHONE (321) 622-4646

FAX (321) 256-5088

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated 3/14/2018 Initials BMS

Addendum #2 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #3 dated \_\_\_\_\_ Initials \_\_\_\_\_



# INFRASTRUCTURE SOLUTION SERVICES

**Leon County RFP for  
Civil Engineering Services,  
Woodville Sewer System Project**

**ISS-Eutaw  
Team  
Proposal  
Submittal**

**March 29, 2018**

**Submission to  
Board of County Commissioners,  
Leon County, Florida  
Proposal #BC-03-29-18-14**





## A. ABILITY OF PROFESSIONAL PERSONNEL

### A1 – QUANTITY AND CONTRIBUTION OF PROFESSIONALS IN THE ORGANIZATION

A total of twelve (12) professionals may be assigned to this project from the ISS/Eutaw team. Their names, along with their contributions to the scope of services, are illustrated below: Additional professionals will work on the project as members of the subconsultants' teams.

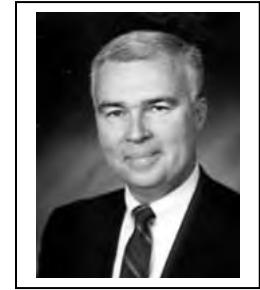






## A2 – BRIEF RESUMES OF KEY PERSONS – PRIME CONTRACTOR, ISS

- a) **Name:** Marc Neihaus      **Title:** Senior Project Manager  
b) **Job Assignment:** Project Manager / Structural Engineer  
c) **Years with this Firm:** One      d) **Years with other Firms:** Twenty-Four



e) **Experience:**

**Waste Water Facultative Lagoons with Gravity and Pressurized Conveyance.**  
**Chippewa Cree Reservation, Box Elder Montana.**

- 1) **Types of Projects:** Series Pumping Stations, Three miles of gravity main, three interconnected lagoons with land application systems.
- 2) **Size of Projects:** Approximately 3 million dollars. **Scope:** Text above.
- 3) **What was the specific project involvement?** Project Manager and Construction Manager

*Created and led Eutaw Utilities consulting engineering company whose business model was identifying and securing funding for clients' projects, and concurrently designing and administering construction. The following projects were with Eutaw:*

**Wakulla Gardens, Wakulla County, Florida**

- 1) **Types of Projects:** Supervised design and administration of 23 miles of waste water collection lines, 19 lift stations and 20 miles of force mains.
- 2) **Size of Projects:** Approximately 3,700 connections **Scope:** Text above.
- 3) **What was the specific project involvement?** Senior Project Manager

**Webster Waste Water Collection and Conveyance, Webster Florida.**

- 1) **Types of Projects:** Waste Water Collection system for entire City. Project included abandoning 350 private septic systems, Nine lift stations, one master lift station and 14 miles of force main.
- 2) **Size of Projects:** The project cost was approximately 13 million dollars. **Scope:** Text above.
- 3) **What was the specific project involvement?** Principle and Senior Project Manager.

**City of Live Oak Waste Water Treatment plant, Live Oak Florida**

- 1) **Types of Projects:** Design and Construction Management for a one MGD treatment plant.
- 2) **Size of Projects:** The project cost was approximately 15 million dollars. **Scope:** Text above.
- 3) **What was the specific project involvement?** EOR and senior project manager.

f) **Education:** BS Civil Engineering, Rose Hulman Institute of Technology, BS English Composition, Indiana State University. Graduate Level Hydraulic Analysis, Purdue University, Graduate Level Structural Analysis, Florida State University.

g) **Active Registration:** Licensed in Florida and Montana

**Affiliations:** Member of American Concrete Institute

h) **Other Experience and Quals relevant to this project:**

During my tenure at Eutaw Utilities I managed the following:

- Secured and administered > \$25M in grant funds for clients.
- Orchestrated > \$4M in direct legislative appropriations to help fund many of our major projects.
- Provided construction engineering services and administration for > \$40M in water utility construction projects since 2007.
- Served as Engineer of Record (EOR) for two 1.5 MGD waste water treatment plants (WWTP).
- Oversaw the finance and construction administration for three WWTPs valued at > \$24M.
- Led the design of > 15 miles of potable water mains, and the design/build of public potable well fields, multiple water management/conveyance systems, holding ponds (lined and unlined), spillways, and other hydraulic structures.



**Name:** Brian M. Stahl, PE      **Title:** Principal/Sr. Wastewater Collection Eng.

**b) Job Assignment:** Principal-in-charge, Wastewater Collection System Eng. Design

**c) Years with this Firm:** 5.5      **d) Years with other Firms:** 23.5

**e) Experience:**

Mr. Stahl has a diverse background in the engineering and construction field with specific expertise in water and wastewater projects. Mr. Stahl's background and experience includes more than 28 years of working for local governments in the planning, funding assistance, design, permitting, and services during construction of all types of engineering projects. His most recent 15 years of experience include opening a Brevard County Consulting Engineering Office and growing it to serve the local governments while leading staff and managing similar water and wastewater projects.



**Brevard Co. Utility Services Dept. Continuing Contract, Brevard County, Florida.** Project Manager for this Utilities Continuing Contract responsible for performing design, permitting, and construction administration to include hydraulic analysis, by-pass pumping during construction, and land acquisition for the rehabilitation or complete replacement of significant lift station projects in the BCUSD Wastewater System. Example projects include the complete replacement of lift stations W-2 and W-5, plus the lift station evaluation of all of the North Brevard County West Cocoa lift station systems for required upgrades, the LS C-04 force main replacement and currently completing the replacement/rehabilitation of lift station N-03, N-06, C-12, and C-16 in Brevard County.

- **Types of Projects:** Wastewater Collection System
- **Size of Projects:** 2600 to 800 septic to sewer connections, Range from \$250,000 to \$10 Million
- **Scope:** Text above
- **What was the specific project involvement:** Principal-in Charge and Wastewater Collection Engineer Planning and Design

**Sarasota Co. Philippi Creek Area A, Area C, & Area K Vacuum Sewer Projects, Sarasota County, FL.**

Principal and responsible for design and permitting aspects of these Sarasota County's vacuum sewer (septic system replacement) program for the Area A, C, & K projects. Responsibilities included EOR for Area K, and principal responsibilities, hydraulic analysis, overall program mapping, corridor analysis, design, and plans production.

- **Types of Projects:** Wastewater Collection System
- **Size of Projects:** Range from \$5 million to \$16 Million; **Scope:** Text above
- **What was the specific project involvement:** Wastewater Collection Engineer of Record

**St. Lucie West Services District Continuing Contract – Port St. Lucie, FL.** Principal/Project Manager for ISS on Master Lift Station #1 Projects for St. Lucie West Services District (SLWSD). This project included new gravity sewer, force main, and a completely new master lift station for SLWSD.

- **Types of Projects:** Wastewater Collection System
- **Size of Projects:** \$350,000; **Scope:** Text above
- **What was the specific project involvement:** Master Lift Station Engineer of Record

**Dade City Collection System and Miscellaneous Improvement Project, City of Dade City, FL** Worked on the planning, evaluation, funding, and preliminary engineering for the replacement of the City's existing lift stations with a new City Master Pump Station (tri-plex submersible), plus the replacement of eight (8) lift stations and rehabilitation of seventeen (17) lift stations in the City's wastewater collection system.

- **Types of Projects:** Wastewater Collection System
- **Size of Projects:** \$8 Million; **Scope:** Text above
- **What was the specific project involvement:** Principal and Wastewater Collection Grant Funding Assistance and Engineering Design

**Panama City Beach Open Sands and Bid-a-wee Sewer Projects, Panama City Beach, FL**



Principal responsible for attaining the funding, the design, and permitting aspects of these Panama City Beach sewer (septic system replacement) projects. Specific work responsibilities included the hydraulic analysis, sewer system design, and plans production, plus permit submittal packages.

- **Types of Projects:** Wastewater Collection System
- **Size of Projects:** Approximately 800 ERCs (\$4 Million); **Scope:** Text above
- **What was the specific project involvement:** Principal for wastewater collection engineering & permitting. Worked with FDEP BWFF to attain grant funding for these septic to sewer projects.

**f) Education:** MS, Environmental Engineering, Florida Institute of Technology  
BS, Biological Oceanography, Florida Institute of Technology (Civil Classes Taken)  
AS, Mechanical Engineering, St. Louis Community College  
Marine Engineering, US Merchant Marine Academy

**g) Active Registration:** Professional Engineer: FL #48293, NCEES #57255, GA #039225  
**Affiliations:** Florida Water Environment Assoc. Statewide Biosolids Committee Chairman (10 yrs);  
Leadership Florida Class 26; American Consulting Engineers Council Senior Executive  
Institute- Class 3; AWWA

**h) Other Experience and Qualifications relevant to this project:**

Mr. Stahl has spent his entire 29 year career working for local governments on similar wastewater system projects. He brings excellent management and technical skill sets to Leon County on this Woodville Sewer Contract. He has managed, designed, permitted, and provided construction administration on very similar utility contracts to include:

- 1) Septic to sewer collection system projects (from 2,600 to 160 residential sewer connections including septic tank abandonment)
- 2) Master pump stations and Lift stations (from 6 MGD to 180 gpm capacity)
- 3) Force Main Transmission Piping Projects (from 36 inch to 8 inch diameter)
- 4) Private well to Water system distribution projects (from 2,000 to 250 residential water connections including private well abandonment)
- 5) Hydraulic modeling of similar water and sewer systems
- 6) Oversight on Title Search work for property acquisition for aspects of a sewer collection system
- 7) Prepared FDEP Abandonment Plan, permitting, and engineering for the abandonment of 3 package WWTPs and connected source to central sanitary sewer collection system



- a) **Name:** Kiran V. Kulkarni, PE      **Title:** Sr. Water & Wastewater Engineer/ QA/QC
- b) **Job Assignment:** Water and Wastewater process preliminary/final design and QA/QC
- c) **Years with This Firm:** 5.7 d) **Years with Other Firms:** 37



**e): Experience:**

Mr. Kulkarni has a diverse background in the engineering and construction field with specific expertise in wastewater transmission system projects. Mr. Kulkarni's background and experience includes more than 37 years' experience in the management, design and permitting of environmental engineering projects. In 1994, along with a partner, he started a 3-person engineering firm in Gwinnett County, Georgia which they grew to 65 employees. He was the chief operating officer/ production manager of the firm responsible for supervising all project managers, quality control and productivity enhancement. He ensured the budget and schedule compliance for all projects including quality control.

**West Cocoa Wastewater System Improvements Project, Brevard County Utility Services Department, Brevard County, Florida.** Engineer of record for this large infrastructure project. The project involves extensive improvements to the wastewater transmission system in West Cocoa area; including replacement of six lift stations and a master lift station; rehabilitation of three lift stations; replacement/ rehabilitation of 11,500 l.f. of force main and 3,500 l.f. of gravity sewer; and abandonment of a lift station and replacing with gravity sewer. The project would result in reliable and efficient operation of a large sub-system of Brevard County wastewater system.

- 1) **Types of Projects:** Wastewater Transmission System Rehabilitation and Replacement
- 2) **Size of Projects:** \$9 million      **Scope:** Text above
- 3) **What was the specific project involvement:** Project Management, Concept Design, Hydraulic Design, Mech. Design, Permitting

**Lift Stations T-16 and T-25 Improvements Project, Brevard County Utility Services Department, Brevard County, Florida.** Engineer of record for this wastewater transmission system project. The project included replacement of a large wet-pit, dry-pit lift station (T-16) with a 12' diameter submersible lift station with precast wet well. The project resulted in creative usage of the existing dry-pit for the construction wet well with consequent protection of several trees. The project also involved rehabilitation of a 12' diameter triplex submersible pump station using FRP liner and pump replacement. Both lift stations included replacement of the electrical system and emergency generators.

- 1) **Types of Projects:** Lift Station Rehabilitation and Replacement
- 2) **Size of Projects:** \$2 Million      **Scope:** Text above
- 3) **What was the specific project involvement:** Project Management, Concept Design, Hydraulic Design, Mech. Design, Permitting and Engrg Services During Construction and Start-up.

**Brevard Co. Utility Services Dept. Continuing Contract, Brevard County, Florida.** Sr. Project Engineer and/ or Engineer of Record for this Contract. The project included replacement/ rehabilitation of seven lift stations over a four year period in different parts of Brevard County wastewater system along with related forcemain/ gravity sewer improvements. The scope of the projects included concept design, final hydraulic, mechanical, electrical and instrumentation design, contract docs and tech. specs preparation and ESDCs.

- 1) **Types of Projects:** Lift Station Rehabilitation and Replacement
- 2) **Size of Projects:** \$2.2 Million      **Scope:** Text above
- 3) **What was the specific project involvement:** Project Management, Concept Design, Hydraulic Design, Mech. Design, Permitting and Engrg Services During Construction and Start-up.

**f) Education:** Graduate Studies, Environmental Engineering, Tennessee Tech University  
BS, Civil Engineering, University of Bombay, India

**g) Active Registration:** : Professional Engineer: FL #36114





a) **Name:** Stephen P. Burwinkel, PE    **Title:** Senior Engineer/Hydraulic Modeling/ GIS

b) **Job Assignment:** Water and Wastewater System hydraulic modeling / GIS

c) **Years with This Firm:** 3

d) **Years with Other Firms:** 19



e) **Experience:**

Mr. Burwinkel has over eighteen years of experience working on municipal wastewater related projects including GIS mapping, modeling, master planning, design, effluent reuse/disposal, permitting, and funding. His expertise includes the use of GIS and Water Resource Modeling software to evaluate existing collection and pumping systems and the impacts of proposed improvements or expansions.

**Experience Similar to that Requested by RFQ:**

**West Cocoa Wastewater Improvements Project, Brevard County, FL.** Project engineer for the rehabilitation or replacement of aging wastewater collection facilities within the West Cocoa service area. Work included evaluation of the existing collection system and modeling of the proposed improvements.

- 1) **Types of Projects:** Wastewater Collection System Hydraulic Improvements
- 2) **Size of Projects:** \$800,000 (Engineering Fee)    **Scope:** Text above
- 3) **What was the specific project involvement:** System Evaluation and Collection System Modeling

**CDBG Funded Lift Station Replacement Project, City of Dade City, FL.** Engineer of Record for replacement of three existing City lift stations that included service area flows, lift station design, construction documents, permitting, and technical services during construction.

- 1) **Types of Projects:** Wastewater Collection System Improvements
- 2) **Size of Projects:** \$100,000 (Engineering Fee)    **Scope:** Text above
- 3) **What was the specific project involvement:** Lift Station Design, Permitting and Construction

**Wastewater Facilities Plan, Dade City, FL.** Project engineer for development of a 20-year wastewater facilities plan used for rehabilitation and expansion of the City's wastewater system. Work included modeling of City's collection system in SewerCAD.

- 1) **Types of Projects:** Wastewater System Evaluation and Planning Document
- 2) **Size of Projects:** \$100,000 (Engineering Fee)    **Scope:** Text above
- 3) **What was the specific project involvement:** Facility Planning and Collection System Modeling

**Der Dutchman Lift Station Modifications, Sarasota, FL.** Project engineer for modification and use of County SewerCAD model for evaluating impacts of new lift station on the County's collection system.

- 1) **Types of Projects:** Wastewater Collection System Improvements
- 2) **Size of Projects:** \$15,000 (Engineering Fee)    **Scope:** Text above
- 3) **What was the specific project involvement:** Wastewater Collection System Modeling

f) **Education:** MS in Civil Engineering, University of Central Florida, Orlando, FL  
BS in Environmental Engineering, University of Central Florida, Orlando, FL  
Certificate in Geographic Information Systems, Penn State University

g) **Active Registration:** Professional Engineer: FL#58567



a) **Name:** Raymond Michael Chase, PE **Title:** Project Engineer

b) **Job Assignment:** Design Engineer

c) **Years with this firm:** <1 **d) Years with other firms:** 28

**e) Experience:**

Mr. Chase is the principal partner of Chase Consulting Group, LLC in Tallahassee, Florida. He holds a B.S. degree in civil engineering from Florida State University and is a registered professional engineer in the state of Florida. He has more than 25 years of experience in water and sanitary sewer engineering and construction management. Mr. Chase has worked in nonprofit, government, and for-profit settings giving him a 365-degree view of the engineering industry. His specialty is approaching a project from concept to completion.



Mr. Chase is a native of Tallahassee, where he lives with his wife of twenty-four years. He enjoys the benefits of the surrounding community and feels it paramount that everything practical be done to protect the environment and the citizens of north Florida.

**City of Webster, Florida**

A true concept to completion project, the City of Webster Wastewater System was designed to execute a Disadvantaged Small Community Grant. The project included pooling funding from Federal Housing and Urban Development – Community Development Block Grants, Florida State Revolving Fund, and local dollars to plan, design and construct a gravity sanitary sewer system to remove existing septic systems. The project removed approximately 350 failing septic systems, connecting the users to a central gravity sewer system. Design included 10 pumps station for 9 basins, pumping from a master pump station to a regional treatment facility approximately 14 miles outside of the City limits.

**Types of Projects:** Wastewater Collection and Transmission

**Size of Project:** Approximately \$12.5 million

**Project Involvement:** Engineer of Record, Construction Management

**Talquin Electric Cooperative**

Responsible for design and construction management of several water distribution, gravity sewer systems and pump stations for new construction in the Killearn Lakes and Golden Eagle subdivisions north of Tallahassee. Each phase of construction was connected to the existing sewer system and treated at the Killearn Lakes WWTP.

**Types of Projects:** Wastewater Collection and Transmission, Water Distribution

**Size of Projects:** Range from \$500,000 to \$1.5 million

**Project Involvement:** Design Engineer, Construction Management

**City of St Marks, Florida**

Responsible for design and construction management of water and wastewater project for the City, including water and sewer system expansion as well as a wastewater treatment plant upgrade. The plant upgrade was necessary to improve water quality prior to pumping the treated effluent to the City of Tallahassee Purdom Power Generating Station.

**Types of Projects:** Wastewater Collection and Transmission and treatment, Water Distribution

**Size of Projects:** Range from \$500,000 to \$5 million

**Project Involvement:** Engineer of Record, Construction Management

**Florida Rural Water Association**

Responsibilities included modeling, design, permitting and planning for private and municipal water systems throughout the state of Florida as well as providing support for Circuit Riders around the State troubleshooting rural water and wastewater systems.

**Types of Projects:** Water and Wastewater Systems

**Size of Projects:** Range \$0 to \$500,000

**Project Involvement:** Consultant and Funding Procurement



**f: Education:** BS, Florida State University

**g: Active Registration:** Professional Engineer #56768

**h: Other Experience and Qualifications relevant to this project:**

**Department of Community Affairs Funded Projects Including:**

City of Cedar Grove(1994), City of Grand Ridge(1994, 2004), City of Bronson(1995), City of Webster(2004, 2009).

**Florida Department of Environmental Protection Funded Projects Including:**

City of Webster Wastewater SDCG (\$12.5 million), Columbia County Water System (\$5 million), City of St. Marks Wastewater (\$1.5 million), City of Live Oak Water and Wastewater (\$20 million).

**USDA Rural Development(RD) Funded Projects Including:**

Panacea Area Water System (2002).

In addition to projects involving these funding agencies, responsibilities included working closely with the Rural Development State Office, The Florida DEP State Revolving Fund Water and Wastewater Programs, and many other funding agencies to help private and municipal clients find funding options for projects needed to maintain public health and rule compliance.



**a) Name:** Casey Coffey      **Title:** Wastewater and Utility Engineer

**b) Job Assignment:** Project Engineer

**c) Years with this Firm:** 2      **d) Years with other Firms:** 6

**e) Experience:**

**West Cocoa Wastewater System Improvements Project, Brevard County Utility Services Department, Brevard County, Florida.** Project engineer for this large infrastructure project. The project involves extensive improvements to the wastewater transmission system in West Cocoa area; including replacement of six lift stations and a master lift station; rehabilitation of three lift stations; replacement/ rehabilitation of 11,500 l.f. of force main and 3,500 l.f. of gravity sewer; and abandonment of a lift station and replacing with gravity sewer. The project would result in reliable and efficient operation of a large sub-system of Brevard County wastewater system.

- 1) **Types of Projects:** Wastewater Transmission System Rehabilitation and Replacement
- 2) **Size of Projects:** \$9 million      **Scope:** Text above
- 3) **What was the specific project involvement:** Project Management, Concept Design, Hydraulic Design, Mech. Design, Permitting



**City of West Melbourne Garrett's Run Forcemain Replacement Project**

Replacement of 2,800 LF of 10" forcemain via open cut and horizontal directional drill

- 1) **Types of Projects:** Forcemain replacement
- 2) **Size of Projects:** 2,800 LF      **Scope:** Text above.
- 3) **What was the specific project involvement?** Forcemain design, horizontal directional drill design, permitting, cost estimating, hydraulic modeling and pump analysis

**City of West Melbourne Greenboro Forcemain Replacement Project**

Replacement of 4,000 LF of 10" and 4" forcemain via open cut and horizontal directional drill

- 1) **Types of Projects:** Forcemain replacement
- 2) **Size of Projects:** 4,000 LF      **Scope:** Text above.
- 3) **What was the specific project involvement?** Forcemain design, horizontal directional drill design, permitting, cost estimating, hydraulic modeling and pump analysis

**City of West Melbourne Sylvan Drive Septic to Sewer Conversion Project**

Connection of 74 residential homes to a new central collection system and lift station

- 1) **Types of Projects:** Septic to sewer conversion
- 2) **Size of Projects:** 59 residential properties      **Scope:** Text above.
- 3) **What was the specific project involvement?** Feasibility analysis, preliminary design, property acquisition, applications for grant funding. (Note: Engineering design begins May 2018)

**f) Education:** B.S. Environmental Engineering, University of Central Florida (2011)  
B.S. Physics, Westminster College (Missouri) (2007)

**g) Active Registration:** Florida Licensed Professional Engineer # 80448  
**Affiliations:** None.

**h) Other Experience and Quals relevant to this project:**

Numerous other municipal utility, site development, and streetscape improvement projects.





a) **Name:** Devyn M. Howell, P.E.      **Title:** Wastewater and Utility Engineer

b) **Job Assignment:** Water and wastewater system design and permitting

c) **Years with This Firm:** 1.5 d) **Years with Other Firms:** 12.5

e) **Experience:**

Mrs. Howell has fourteen years of experience with a wide variety of civil and environmental engineering projects and provides project design and permitting for public works and private development projects. Her expertise lies in utility infrastructure, lift stations, land development, and permitting. Through her coordination of permitting on projects, she has built strong agency relationships at the local and district levels. Devyn's strengths include detailed design, efficiency in work, cost effective design, diligence, and an emphasis on quality.

**Sarasota Co. Phillippi Creek Area A & C Vacuum Sewer Projects, Sarasota County, FL**

Design Engineer responsible for design and permitting of the vacuum sewer system within Sarasota County Areas A, C, and K projects. The design included vacuum sewer throughout the neighborhoods to a central vacuum pump station, and force main to the County's wastewater system to replace existing septic tanks. Assisted with the design of the vacuum sewer design within the neighborhoods and worked on the vacuum pump stations, along with a team of design professionals, to provide a complete design to Sarasota County.

- 1) **Types of Projects:** Wastewater collection system
- 2) **Size of Projects:** Range from \$5 million to \$16 million      **Scope:** Text above
- 3) **What was your specific project involvement:** Assisted with design calculations for the vacuum sewer and the layout of the vacuum sewer. Coordinated permitting with the County and FDEP.

**City of Sarasota – Misc. Utility and Engineering Continuing Services. City of Sarasota, FL**

Project Engineer on multiple continuing services projects for the City of Sarasota Utilities and Public Works Departments. Representative projects include; Osprey Avenue Phase 1 Utility Improvements, Lincoln Drive watermain replacement, Selby Gardens watermain replacement, First Street Streetscape and utility improvements, as well as miscellaneous utility work assignments.

- 4) **Types of Projects:** Water and Wastewater system upgrades.
- 5) **Size of Projects:** Range, \$25K to \$120K (Eng fee)      **Scope:** Text above
- 6) **What was the specific project involvement:** Assisted with design and permitting of the water and wastewater improvements.

**Suncoast Technical College and Commercial Outparcels, City of North Port, FL**

Project Engineer for the School Board of Sarasota County's Suncoast Technical College that designed the lift station and associated force main, gravity system, and water distribution system to service the technical college and commercial outparcels on the site. The project included coordination and permitting through the City of North Port and Sarasota County Department of Health.

- 1) **Types of Projects:** Land development project that included water and wastewater system to serve the school and associated outparcels.
- 2) **Size of Projects:** \$50K (Eng fee)      **Scope:** Text above

**What was the specific project involvement:** Designed the lift station, performed the hydraulic calculations for the water and wastewater system, and obtained the required permits through the City and FDEP.

f) **Education:** BS in Environmental Engineering, University of Florida, Gainesville, FL

g) **Active Registration:** Professional Engineer No. 68380      **Affiliations:** ASCE



a) **Name:** Mark W. Mueller, CET      **Title:** Water and Wastewater System Design

b) **Job Assignment:** Water/Wastewater System design, production, and permitting

c) **Years with This Firm:** 1.5      d) **Years with Other Firms:** 32

e) **Experience:**

Mr. Mueller has thirty-three years of experience with a wide variety of civil engineering projects and provides project management, design, and quality control for public works and private development projects. His expertise lies in utility infrastructure, quality control, land development and transportation/roadway projects, and project management. He has strong agency relationships on the local and district levels and has previously served as Chairman of FDOT's District One Utility Liaison Committee. He has a successful track record of coordinating project permitting with local, state and federal agencies. Mark's strengths include technical accuracy, thoroughness, and quality focus, while mentoring others.

**Sarasota Co. Phillippi Creek Area A & C Vacuum Sewer Projects, Sarasota County, FL**

Production Manager and lead designer responsible for design and production of plans for Sarasota County's vacuum sewer (septic system replacement) program for the Area A & C projects. Responsibilities included data collection, hydraulic analysis, overall program mapping, corridor analysis, design, and plans production.

**City of Sarasota – Misc. Utility and Engineering Continuing Services, City of Sarasota, FL**

Production Manager and lead design professional on multiple continuing services projects for the City of Sarasota Utilities and Public Works Departments. Representative projects include; Osprey Avenue Phase 1 Utility Improvements, Lincoln Drive watermain replacement, Selby Gardens watermain replacement, First Street Streetscape and utility improvements, as well as miscellaneous utility work assignments.

**Suncoast Technical College and Commercial Outparcels, City of North Port, FL**

Project Manager and lead technical liaison for the civil site design of the School Board of Sarasota County's Suncoast Technical College. The project included the extension of municipal utility infrastructure, to, and through, the project campus. Coordination was conducted with the City of North Port for the design of a new municipal lift station and force main, as well as wastewater collection and water distribution systems to serve the campus and adjacent commercial outparcels.

**Venice High School - Site and Utility Replacements, City of Venice, FL**

Production Manager and lead design professional on the full campus redesign of Venice High School. The initial phase of the project included the relocation of the City's primary 12" potable watermain feeding the island of Venice. In addition, the total multi-year campus reconstruction included a new municipal lift station and force main and coordination with City Utilities and Engineering staff for offsite improvements

f) **Education:** AA in Civil Engineering, State College of Florida, Bradenton, FL  
Civil Engineering Studies, Iowa State University, Ames, IA

g) **Active Registration:** Certified Engineering Technician: #86535  
**Affiliations:** FPZA, ASCE



- a) **Name:** Christopher Siravo      **Title:** Engineer Technician  
b) **Job Assignment:** Site Surveyor/ Construction Inspector/ Drafter  
c) **Years with this Firm:** 1      d) **Years with other Firms:** 17



**e) Experience:**

Mr. Siravo has over 17 years of experience performing field surveys for engineering purposes. He has spent the past 12 years working on many large and small projects having to do with wastewater collection systems and wastewater treatment facilities for local government. Mr. Siravo has years of experience performing detailed route and lift station surveys for the purpose of replacement or rehabilitation of wastewater collection systems.

**Brevard Co. West Cocoa Wastewater Improvements Project - Brevard County, FL.** Field surveyor in charge of collecting all existing site conditions and measurements for the purpose of engineering 7 new lift stations, 3,500lf of gravity sewer lines, 11,500lf of sewer force mains, 11 new manholes and the rehabilitation of 3 existing lift stations. Setting ground control and aerial targets for post processing drone imagery to achieve survey grade data for conceptual design. Coordination of utility locates and collection of markings through subcontractor.

- 1) **Type of Project:** Wastewater Collection System
- 2) **Size of Project:** \$9m    **Scope:** Text above.
- 3) **What was the specific project involvement?** Surveyor in charge of field data collection

**DB Lee Water Reclamation Facility (WRF) Expansion and Miscellaneous Improvement Project – City of Melbourne, Brevard County, FL.**

Field surveyor in charge of collecting existing site conditions for the purpose of engineering plant expansion and improvements including but not limited to, exact locations of existing structures and piping, exact locations of underground utilities as marked by subcontractor and recording exact elevations of critical plant equipment for hydraulic profiling.

- 1) **Type of Project:** Wastewater Treatment
- 2) **Size of Project:** \$5.7m    **Scope:** Text above.
- 3) **What was the specific project involvement?** Surveyor in charge of field data collection

**St. Lucie West Services District Continuing Contract - Port St. Lucie, FL.** Field surveyor in charge of collecting all existing site conditions for design and construction of Master Lift Station #1 for SLWSD.

- 1) **Types of Projects:** Wastewater Collection System
- 2) **Size of Projects:** \$350,000    **Scope:** Text above.
- 3) **What was the specific project involvement?** Surveyor in charge of field data collection

**Dade City Wastewater Collection System Project – City of Dade City, FL.**

Field surveyor in charge of collecting all existing gravity wastewater lines and existing lift stations for the engineering and rehabilitation of the city's aging system. The work included the setup of a dedicated GPS RTK network for the sole purpose of having all survey data and individual lift station surveys to be precisely relative horizontally and vertically throughout the entire city. Such work was critical for the success of the project due to the city's greatly varying relief.

- 1) **Type of Project:** Wastewater Collection System
- 2) **Size of Project:** \$3.5m    **Scope:** Text above.
- 3) **What was the specific project involvement?** Surveyor in charge of field data collection

f) **Education:** High School Diploma

g) **Active Registration:** N/A  
**Affiliations:** N/A

**h) Other Experience and Qualifications relevant to this project:**

Mr. Siravo has been involved in and in charge of hundreds of miles of route surveys for various types of civil engineering projects over his career, where attention to detail and quality of data were highly important to the overall success of said projects.



- a) **Name:** David Trewin, CCI                      **Title:** Senior Construction Manager
- b) **Job Assignment:** Construction Oversight for Water and Wastewater System construction
- c) **Years with this firm:** 2.5      d) **Years with Other Firms:** 35

**e) Experience:**

Mr. Trewin has more than thirty-five years of experience with a wide variety of engineering construction projects and provides construction management, construction administration, and daily observation for public works and utilities projects. His expertise is focused around utility infrastructure, public works, land development, and transportation/roadway projects. He has a successful track record of coordinating project construction for local government agencies.

**DB Lee Water Reclamation Facility (WRF) Miscellaneous Improvement Project, City of Melbourne, FL**

Working with Infrastructure Solution Services as Construction Manager responsible for day-to-day oversight and observation on the engineering services during construction (ESDC) for the DB Lee WRF Expansion and Miscellaneous Improvement Project. The project includes improvements to: influent screens; grit classifiers; flow equalization basin; BNR process; flow splitter box; clarifiers; three buildings; reclaimed water transmission main; electrical; instrumentation; and piping.

**Buckley Actiflo Surface WTP and Mullins Reverse Osmosis WTP Miscellaneous Improvements Project, City of Melbourne, FL.** Construction Manager responsible for day-to-day oversight and observation on the engineering services during construction (ESDC) for the The project includes electrical and structural modifications required for replacement of two transformers, VFDs, I&C, and coordination with FPL at the City of Melbourne John A. Buckley Actiflo Surface Water Treatment Plant and the Joe Mullins Reverse Osmosis Treatment Facility Improvements Project.

- Indian River County Utilities south regional RO WTP clear well and post treatment construction.
- Indian River County Utility Department, Vero Beach, FL., 2007. Approximately 2.5.miles of utility trench repair and overlay of asphaltic concrete road after construction of 8.5 miles of 24" sanitary sewer force main,
- Dixie Park WWTP- conversion of an existing wastewater treatment plant to a repump station and the So. Regional (Martin County) IQ Storage & Pumping Facility,
- Loblolly Pines, Hobe Sound, FL. – 2006 – 2009. Approximately 6 miles of asphalt overlay after asphalt and drainage system repairs had been completed.
- A major mall (Landings at Tradition) with 84 tenants
- The Torrey Pines Institute of Molecular Studies project.
- Highland Reserve, a single family housing development of regional impact.
- Cove Isles PUD, Stuart, FL., - 2003 – 2005. Approximately 5 miles of new asphaltic concrete road plus 1.5 miles of widening, milling, adding turn lanes and overlaying portions of Cove Rd., Ault Rd. and Salerno Rd. down to a two (2) lot subdivision and extend water and wastewater service to individual commercial and residential lots.

- g) **Active Registration:**                      Certified Construction Inspector





a) **Name:** Thomas M. Vill, PE    **Title:** Sr. Water & Wastewater/Civil Engineer

b) **Job Assignment:** Water and Wastewater systems evaluation, preliminary/final design & construction administration

c) **Years with This Firm:** 3.5    d) **Years with Other Firms:** 26.5

e) **Experience:**

Mr. Vill has 30 years of experience providing engineering, planning, funding and construction services to municipal and county governments. During that time, Mr. Vill has provided engineering services for the evaluation, planning, design, construction, and funding of wastewater projects. He has prepared wastewater system master plans, performed Inflow & Infiltration (I & I) studies, and designed rehabilitation & replacement projects of more than 60 lift stations, 90 miles of gravity sewer, and septic-to-sewer conversion projects. He has successfully managed multi-discipline projects ranging from a few thousand dollars to more than \$400 million.



**Sylvan Road Septic-to-Sewer Study, City of West Melbourne, FL** Project Manager and Engineer of Record for the evaluation, preliminary design, and funding services for the Sylvan Drive Septic-to-Sewer Conversion project. Work included development of the preliminary design to convert an existing residential area from septic systems to sanitary sewer. In addition, the costs of alternatives were analyzed and funding applications have been submitted to multiple funding agencies to secure funds for the project. . The preliminary design.

- 1) **Types of Projects:** Septic-to-sewer conversion
- 2) **Size of Projects:** \$38,400 (study)    **Scope:** Text above
- 3) **What was the specific project involvement:** Project Manager & Engineer of Record

**Indian River Isles Septic-to-Sewer Conversion Project, Brevard County, Florida.** Sr. Wastewater and Civil Engineer for this Contract, completed the preliminary design of the septic to sewer conversion project. The project includes more than 175 connections, more than 10,000 lf of gravity sewer, 5,000 lf of forcemain, and three lift stations. The improvements are located in a heavily developed waterfront/lagoon community.

- 1) **Types of Projects:** Septic-to-sewer conversion
- 2) **Size of Projects:** >\$3.0 million (construction)    **Scope:** Text above
- 3) **What was the specific project involvement:** Project Engineer

**Dade City Wastewater Collection System Project - City of Dade City, FL.** Project Manager and Engineer of Record for the design and construction of the rehabilitation/replacement of the City's wastewater collection system. Work included development of the 20-year master plan, I & I evaluation & rehabilitation of the existing collection system reducing daily flow from over 0.8 mgd to 0.55 mgd. Evaluation of all lift stations and forcemain. Design and construction services for replacement of 8 lift stations and rehabilitation of 17 lift stations and associated forcemain. Provided funding related services for multiple grants and loans.

- 1) **Types of Projects:** wastewater collection
- 2) **Size of Projects:** \$400k to \$3.5m    **Scope:** Text above
- 3) **What was the specific project involvement:** Project Manager & Engineer of Record

**Brevard Co. Utility Services Dept. Continuing Contract, Brevard County, Florida.** Sr. Wastewater and Civil Engineer for this Contract, working on the design and construction services for engineering of the multiple lift station, forcemain, and gravity sewer projects.

- 4) **Types of Projects:** wastewater collection
- 5) **Size of Projects:** \$250k to \$1.1m    **Scope:** Text above
- 6) **What was the specific project involvement:** Project Engineer, Engineer of Record, QA/QC

f) **Education:** Bachelor of Civil Engineering, Georgia Institute of Technology

g) **Active Registration:** Professional Engineer: FL #71186, GA #24985, NJ #37570 (Inactive)



a) **Name:** Gary A. Yocum, PE      **Title:** Senior Electrical, I&C and SCADA Engineer

b) **Job Assignment:** Electrical, I&C and SCADA design for the Biosolids dewatering project

c) **Years with This Firm:** 3      d) **Years with Other Firms:** 29

e) **Experience:**

Mr. Yocum has more than 32 years of experience providing Electrical, Instrumentation & Control and SCADA engineering. He has a Bachelor's Degree in Electrical Engineering and expertise in Electrical, I&C and SCADA systems for water and wastewater projects. He has served as Electrical Engineer of Record for the design and construction of water and wastewater projects throughout Florida.



**Brevard Co. Utility Services Dept. Continuing Contract, Brevard County, Florida.** Sr. Electrical, I&C and SCADA Design Engineer for this Contract, working on a Septage and Grease Treatment System, worked on a North Brevard WWTP Dewatering Project, the engineering of the T-16 and T-25 Master Pump Stations and several smaller lift stations including the West Cocoa Lift Station Projects which included 10 individual lift stations.

- 1) **Types of Projects:** Water Reclamation Facilities and Lift Stations
- 2) **Size of Projects:** Varies      **Scope:** Text above
- 3) **What was the specific project involvement:** Electrical, I&C and SCADA Engineering

**DB Lee Water Reclamation Facility (WRF) Expansion and Miscellaneous Improvement Project, City of Melbourne, FL.** Electrical, I&C and SCADA Engineer of Record responsible for oversight on the electrical improvements for the DB Lee WRF Expansion and Miscellaneous Improvement Project. The project includes improvements to: influent screens; grit classifiers; flow equalization basin; BNR process; flow splitter box; clarifiers; three buildings; reclaimed water transmission main; electrical; and instrumentation.

- 1) **Types of Projects:** Water Reclamation Facility
- 2) **Size of Projects:** \$35,000,000      **Scope:** Text above
- 3) **What was the specific project involvement:** Electrical, I&C and SCADA Engineer of Record and Construction Oversight and Review.

**St. Lucie West Services District (SLWSD) Master Lift Station, City of St. Lucie West, Florida.** Sr. Electrical, I&C and SCADA Design Engineer. This project included electrical, I&C and SCADA engineering for a new master lift station for the SLWSD. Design included power one-line diagram, equipment arrangement, control panel design and SCADA system interface design.

- 1) **Types of Projects:** Lift Station
- 2) **Size of Projects:** \$1,500,000      **Scope:** Text Above
- 3) **What was the specific project involvement:** Electrical, I&C and SCADA Engineering

**F) Education:** BS, Electrical Engineering, University of Central Florida, Orlando, FL  
BS Engineering Science, Electrical Engineering, University of Louisville, Louisville, KY

**G) Active Registration:** Professional Engineer: FL #61594, KY #19647, KS #17067, GA #PE00031594, VT #102598, VA #402058332, NC #041864, WV #21360, TX #122471 and IN #PE11600705.

**H) Other Experience and Qualifications Relevant to This Project:**  
**Electrical and I&C Engineer**

\* Provided I&C, SCADA and electrical consulting and engineering services including system design, PLC programming, HMI configuration, construction and startup support, system documentation and system training. Current clients and projects:

\* City of West Palm Beach East Central Regional WWTF – SCADA Upgrade



\* City of West Palm Beach East Central Regional WRF– AWT Facility Improvements, PLC Upgrade, Septage Receiving Upgrade, EQ Basin Improvements, AB5 Gate Automation, Effluent Pump Station Improvements

**Senior I&C Project Engineer**

\* Responsible for all I&C engineering activities on a given project including system design, PLC programming, HMI configuration, system startup, debug and system documentation. Most notable projects consist of the following:

- o East Central Regional Wastewater Treatment Plant SCADA Upgrade
- o Collier County Manatee Road Aquifer Storage and Recovery Expansion
- o Florida Keys Aqueduct Authority SCADA Evaluation

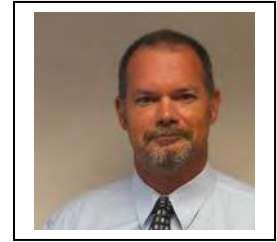


## A2 – BRIEF RESUMES OF KEY PERSONS – SUBCONSULTANTS

a) **Name:** Lane P. Lucas, P.E. **Firm:** Eutaw  
**Title:** Principal / Roadway / Sr. Transmission Main – Permitting Engineer

b) **Job Assignment:** Master force main, and roadway design

c) **Years with this firm (Eutaw):** 10 d) **Years with Other Firms:** 14



e) **Experience:**

Mr. Lucas has 24 years of experience in the design and management of public infrastructure improvement projects. Mr. Lucas has extensive experience in the design and management of a wide range of public infrastructure improvements, including roadway, stormwater, water, and sewer projects. His experience has been gained working predominantly for local and state government entities including Leon County, City of Tallahassee, City of Live Oak, Wakulla County, and the Florida Department of Transportation.

City of Live Oak, Sanitary Sewer Rehabilitation. Mr. Lucas served as Project Manager for this sewer collection system project that rehabilitated approximately 80% of the City of Live Oak's sewer collection system. The project included a combination of CIPP lining and point repairs of the failing sewer mains throughout the City. The project also included rehabilitation of existing manholes and service connections throughout the project area and rehabilitation of the City's lift stations. Mr. Lucas was also responsible for construction administration and technical services during construction of this \$14M project.

**City of Live Oak, Camp Weed Reuse Disposal.** Mr. Lucas served the City of Live Oak on the design, permitting, and construction administration of this reused disposal system for Public Access Reuse effluent from the City's Wastewater Treatment Plant (WWTP). The City's WWTP is disposal limited on its FDEP permit. As such, the City desired to develop additional effluent disposal sites to increase the rated permit capacity of its wastewater system. This project included the construction of two rapid infiltration basins (RIB) to effectively dispose of and raise the system's permitted capacity by approximately 350,000 gallons per day. Mr. Lucas was the project manager and oversaw the extensive coordination and permitting effort necessary for the implementation of the project, as well as being intimately involved with the coordination and development of agreements between the City and Camp Weed, an Episcopal Church facility located in Suwannee County. Mr. Lucas was also responsible for the development of construction documents, construction administration, and technical services during construction.

**City of Live Oak, US 129 North Sewer Upgrades.** Mr. Lucas is currently the Project Manager and Engineer of Record for this sewer improvement project to convert an existing lift station to a regional pumping station to address development along the US 129 corridor. The project includes redirecting flows from a nearby lift station to the new regional pumping station, new forcemain installation, and rehabilitation/improvement of the existing station to handle the flows from new and anticipated flows, as well as the redirected flow from the adjacent lift station.

**Wakulla County, Medart Master Lift Station**

Mr. Lucas was the Project Manager and Engineer of Record for this emergency rehabilitation project of Wakulla County's Master Lift Station in Medart, Florida. The County's existing station was in very poor condition and the County was experiencing extensive operational problems with the station. The project included construction of an entire new triplex master station with odor control, backup onsite power, and controls. The project was designed to be constructible while the existing station was in service. Mr. Lucas provided technical services during construction and construction administration for the project as well.

**Project Experience – Water Utilities**

**City of Live Oak, Water System Improvements – Phase I**





Mr. Lucas served as design engineer on this Water System improvement for the City of Live Oak that included the construction of three (3) new potable production wells, water treatment facility, ground storage, distribution mains, and a 750,000 gallon elevated storage tank. The project provided a complete new source of potable water for the City of Live Oak, including the decommissioning of the City's existing production wells which had been deemed by FDEP to be UDI (under direct influence of surface water). The new production facility includes a more efficient treatment system consisting of disinfection (chlorination) and the addition of fluoride to the City's water supply. Mr. Lucas also oversaw construction of the project and the startup of the new water supply system.

#### **City of Live Oak, Water System Master Plan**

Mr. Lucas was the project manager for this project which evaluated the City's entire water distribution system. The project included development of a City-wide model of the system and identifying vulnerabilities within the system as well as developing a prioritized project listing for incorporation in the City's Capital Improvement Program.

#### **Project Experience – Roadway**

##### **FDOT District Three – Districtwide Drainage**

Mr. Lucas is currently serving the District, as a sub-consultant, for a Districtwide Drainage contract. Mr. Lucas provides hydrologic and hydraulic analyses, reports, cost estimates, and coordination for miscellaneous drainage studies under this contract.

##### **FDOT District Three & District Five – Resurfacing, Restoration and Rehabilitation Projects**

Mr. Lucas has served as Project Manager and Engineer of Record for numerous rehabilitation projects for the Florida Department of Transportation in Districts Three and Five. These rehabilitation projects range from rural two-lane resurfacing to urban four-lane restoration projects and intersection reconstruction projects, including the following projects:

- SR 393 from US 98 to SR 189, Okaloosa County
- SR 189 from US 98 to SR 393, Okaloosa County
- SR 30 at SR85 West Leg, Okaloosa County
- SR 85 from End of Three Lane to CR 85A (Bill Lundy Road), Okaloosa County
- SR 83 (US 331) from South of SR 8 (I-10) to SR 10 (US 90), Walton County
- SR 60 from West of Three Lakes to West of Access Road S-651, Osceola County
- SR 15 from SR 60 to North of SR 91 (Florida Turnpike), Osceola County

##### **FDOT District Three – State Road 79 Corridor Improvements**

Mr. Lucas served as Project Manager, Lead Roadway and Lead Drainage Design Engineer for four (4) segments of this corridor improvement program. These projects consisted of multilane reconstruction, including both urban and rural design segments, multiple bridge-culverts, one bridge and numerous stormwater management facilities. Mr. Lucas was responsible for the overall management of the projects, as well as hands-on design of the roadway and drainage components of the projects, permitting, utility coordination, and community awareness.

- SR 79 from Back Beach Road to ICWW
- SR 79 from Steelfield Road to Pine Log Creek
- SR 79 from ICWW to Steelfield Road
- SR 79 from Pine Log Creek to Environmental Road

**f) Education:** Bachelor of Civil Engineering; Georgia Institute of Technology

**g) Active Registration:** Florida P.E. #53936; Certificate of Authorization #9961

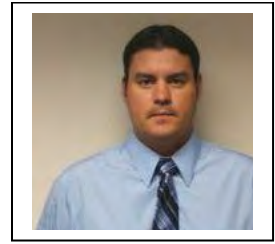


a) **Matthew W. Hurd, P.E**      **Firm: Eutaw**  
**Title: Sr. Transmission Main – Permitting / Water Distribution Engineer**

b) **Job Assignment:** Master force main; roadway design

c) **Years with this Firm (Eutaw):** 10      d) **Years with other Firms:** 0

e) **Experience:**



Mr. Hurd has 10 years of experience in the design, plan production and construction administration of public infrastructure projects. His experience has been gained on a variety of roadway, stormwater, water, and sewer improvement projects for clients throughout the State of Florida. Matt has had the benefit of overseeing his design work being constructed, which has given him a thorough understanding for the production of thorough, accurate designs and clear, concise construction documents.

**Wakulla Gardens Sanitary Sewer, Wakulla County, Florida.** This project consisted of designing gravity sewer throughout multiple phases of a 3,277 lot subdivision in Wakulla County. The project included over 20 miles of gravity sewer collection and 19 lift stations. Mr. Hurd was the staff design engineer on these projects and was responsible for design and plan production of the proposed system.

**Wakulla County Reuse Force Main, Wakulla County, Florida.** This project consisted of approximately five miles of reuse force main from the County's Wastewater Treatment Plant to the Wildwood Golf Course. Mr. Hurd was the staff design engineer on this project, responsible for design, plan production and permitting on the project. In addition, Mr. Hurd provided onsite resident observation during construction of the project.

**Wakulla County Sanitary Force Main, Wakulla County, Florida.** This project consisted of the design of approximately 15 miles of sanitary force main and three lift stations in Wakulla County. Mr. Hurd was the staff design engineer on this project, responsible for design support and plan production. For budgetary reasons, the overall project was reduced in scope and Mr. Hurd served as design engineer for the reduced scope project consisting of approximately 5 miles of force main and one lift station. He also served the County with onsite resident observation and construction administration.

**Heritage Park Sewer Connection, Live Oak, Florida.** This project included connecting a park/event venue to the public sewer system in order to place their septic system out of service. Mr. Hurd was responsible for design of a small grinder pump station and service connection to an existing transmission system.

**Ellisville Water Distribution System, Columbia County, Florida.** This project consisted of the construction of two new potable wells, ground storage tank, chemical feed and distribution system. Mr. Hurd was responsible for the design and plan production for the water distribution system network.

f) **Education:** Bachelor of Science, Civil Engineering; Florida State University

g) **Active Registration:** Professional Engineer: FL #74757



**a) Name:** Elva L. Peppers      **Firm:** Florida Environmental & Land Services, Inc.  
**Title:** President, Senior Biologist

**b) Job Assignment:** Project Director, Environmental

**c) Years with this Firm (FELSI):** 17      **d) Years with other Firms:** 11

**e) Experience:**

**Orchard Pond Parkway, Tallahassee, Leon Co., Florida**

Environmental consultant for a two-lane paved toll road with associated facilities, intersection improvements, stormwater and toll facilities.

- 1) Types of Projects:** Wetland delineation, species survey, state and federal permitting services, management planning, mitigation services and monitoring.
- 2) Size of Projects:** 4.89 acres    **Scope:** Text above.
- 3) What was the specific project involvement?** Environmental consulting and assistance related to permitting and mitigation planning for the Orchard Pond Road project.



**Paynes Prairie Preserve Park, Gainesville, Alachua Co., Florida**

Environmental consultant to identify features prior to improvements to restroom and septic facilities.

- 1) Types of Projects:** Wetland delineation, protected species survey.
- 2) Size of Projects:** 2.34 acres    **Scope:** Text above.
- 3) What was the specific project involvement?** Environmental consulting services for two specific areas within the Paynes Prairie Park prior to improvements to restroom and septic facilities. Potentially active gopher tortoise (GT) burrows were located in the existing mounded drain field and recommendations for GT management were provided.

**Island View Park & Shoreline Restoration, Carrabelle, Franklin Co., Florida**

Environmental consultant on the Island View Park Development and Maritime Forest/Shoreline restoration project.

- 1) Types of Projects:** General and protected species surveys, seagrass/benthic organism survey, mapping of environmental features, preparation and submission of state and federal permit application, a submerged lands lease modification and preparation of a wetland/maritime forest restoration plan.
- 2) Size of Projects:** 7.44 acres    **Scope:** Text above.
- 3) What was the specific project involvement?** Environmental consultant for permitting a proposed county park which will include expanding two existing docks, a boardwalk and overlook landward of the wetland boundary, stormwater treatment, beach access for paddle craft, plaza with kiosk and parking lot.

**Centerville Road Temporary Access Driveway, Tallahassee, Leon Co., Florida**

Environmental consultant to perform Natural Features Inventory and Tree Survey for a temporary access driveway located within the buffer of a designated City of Tallahassee canopy road.

- 1) Types of Projects:** Environmental survey, species survey, tree survey, application processing.
- 2) Size of Projects:** <.5 acres    **Scope:** Text above.
- 3) What was the specific project involvement?** Wetland delineation, species survey, tree survey, application processing and presentation of the project before the Canopy Road Committee.

**f) Education:** Bachelor of Science, Biology (1990), Florida State University

**g) Active Registration:** Licensed Environmental Professional, Certified Environmental Assessor, Authorized Gopher Tortoise Agent, Certified Stormwater Pollution Inspector

**Affiliations:** Florida Association of Environmental Professionals, Tallahassee Chapter; Big Bend Contractors Association, National Association of Women in Construction.



**a) Name:** Anna F. Wickman **Firm:** Florida Environmental & Land Services, Inc.  
**Title:** Project Manager, Ecologist

**b) Job Assignment:** Project Manager, Environmental

**c) Years with this Firm (FELSI):** 15

**d) Years with other Firms:** 7



**e) Experience:**

**Environmental Assessment, Taylor County Schools, Perry, Taylor Co., Florida**

Conducting an environmental survey on property in Taylor County Florida for the Taylor County School Board in anticipation of constructing a new school.

- 1) Types of Projects:** Wetland delineation, protected species survey and mechanical excavation and relocation of one gopher tortoise.
- 2) Size of Projects:** 30.48 acres **Scope:** Text above.
- 3) What was the specific project involvement?** Environmental consulting to provide environmental services on property prior to construction of a new school.

**Chaires Community Park NFI, Chaires, Leon Co., Florida**

Conduct an environmental survey and perform a Leon County Natural Features Inventory on a planned park expansion.

- 1) Types of Projects:** Environmental survey included classification and mapping of vegetative communities, review of features including wetlands, watercourses and protected species. NFI application was submitted and approved.
- 2) Size of Projects:** 49 acres **Scope:** Text above.
- 3) What was the specific project involvement?** Environmental consultants to provide environmental services and county application submittal.

**Market District Park Stormwater Facilities, Tallahassee, Leon Co., Florida**

Environmental review of property designated for a stormwater pond redesign.

- 1) Types of Projects:** Wetland delineation, species survey with submission of a City of Tallahassee Natural Features Inventory and Environmental Impact Analysis.
- 2) Size of Projects:** 21.28 acres **Scope:** Text above.
- 3) What was the specific project involvement?** Environmental consulting services prior to stormwater pond redesign and construction. Relocation of non-listed wildlife was also completed during construction of the project.

**NEPA Environmental Assessment, Tallulah River Road, Towns Co., Georgia**

An environmental assessment in accordance with 47 Par 1.1307(a)(4) for a culvert replacement to be located under Tallulah Falls Road and Tate City Road in Towns County Georgia.

- 1) Types of Projects:** Site evaluation to assess environmental features particularly wetlands, sensitive or listed species and their habitat that may be affected by the culvert replacement.
- 2) Size of Projects:** <1 acre **Scope:** Text above.
- 3) What was the specific project involvement?** Environmental consulting services to provide National Environmental Policy Act (NEPA) analysis.

**f) Education:** Master of Science, Biology (1996) Georgia Southern University

**g) Active Registration:** Authorized Gopher Tortoise Agent; Certified Stormwater Pollution Inspector

**Affiliations:** Florida Association of Environmental Professionals





**a) Name:** Roger Durham, P.G. **Firm:** Florida Environmental & Land Services, Inc.  
**Title:** Senior Geologist

**b) Job Assignment:** Project Manager for all Phase I and II environmental site assessments and for water, air and soil sampling projects.

**c) Years with this Firm (FELSI):** One year **d) Years with other Firms:** 27 years



**e) Experience:**

**Mushroom Farm Phase I ESA, Havana, Gadsden Co., Florida**

Phase I Environmental Site Assessment with soil excavation and disposal

- 1) **Types of Projects:** Phase I ESA that included excavation and appropriate disposal of soil
- 2) **Size of Projects:** 209 acres **Scope:** Phase I assessment
- 3) **What was the specific project involvement?** Performing a Phase I ESA in accordance with ASTM Standards on Environmental Site Assessments for Commercial Real Estate, dated 2013

**Environmental Transaction Screen-2819 Capital Circle, NE, Tallahassee, Leon Co., Florida**

Transaction Screen conducted December 2017 in accordance with the ASTM Designation E1528-14, Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process, dated 2014

- 1) **Types of Projects:** Environmental Transaction Screen
- 2) **Size of Projects:** 0.610 acres **Scope:** Environmental Transaction Screen
- 3) **What was the specific project involvement?** Environmental Transaction Screen as due diligence prior to a financial transaction.

**Phase I ESA 1323 South Monroe Street, Tallahassee, Leon Co., Florida**

Phase I ESA on nine parcels off South Monroe Street

- 1) **Types of Projects:** Phase I ESA
- 2) **Size of Projects:** Nine parcels totaling 5 acres **Scope:** Phase I ESA.
- 3) **What was the specific project involvement?** Phase I ESA as due diligence prior to financial transaction.

**f) Education:** Bachelor of Arts, Geology 1993; Masters of Science, Geology Florida State University

**g) Active Registration:** Professional Geologist-Florida, Georgia, Louisiana

**Affiliations:** Florida Association of Environmental Professionals



**a) Name:** Mary E. O'Neal, PSM      **Firm:** O'Neal Surveying & Mapping, Inc.  
**Title:** President

**b) Job Assignment:** Principle-in-Charge, Surveying & Mapping, Title Reports

**c) Years with this Firm:** 9      **d) Years with other Firms:** 29



**e) Experience:**

Ms. O'Neal's experience covers a wide range of Surveying and Mapping activities including: boundary, topographic, heavy industrial lay-out/as-built, hydrographic, design, wetlands, GPS, utility/drainage, right-of-way control and right-of-way acquisition. She has over 30 years' experience preparing legal descriptions for boundaries and easements. In 2012, to better serve her clients, she added title research for the FDOT and various aviation authorities. She has provided Surveying and Mapping services for a wide variety of clients such as Leon County Public Works, Calhoun County, Florida State University, Blueprint 2000, Florida Department of Transportation Districts Two, Three, and Seven, Florida Department of Environmental Protection, City of Tallahassee, Jacksonville Aviation Authority, Florida Fish and Wildlife Conservation Commission and numerous private engineering firms.

**Florida Fish and Wildlife Conservation Commission – Fisheating Creek WMA, Glades Co., FL**

90 acre topographic design survey of an existing private campground purchased by the State of Florida. Tasks included location of existing utilities (sewer, water and drainage) and all other improvements to provide data for design of 4 new Lift Stations, water service, restrooms, paving, drainage ponds and recreational improvements. FDOT driveway permit survey and location of utilities within a state road right of way. Coordination with Sunshine One for underground utility locates. Recover and establish horizontal and vertical control.

- 1) **Types of Projects:** Design Survey for Campground Rehab, Lift Stations, Utilities, Recreation
- 2) **Size of Projects:** \$250,000    **Scope:** Text above.
- 3) **What was the specific project involvement?** Principle-in-Charge

**Florida Department of Environmental Protection – Various Florida State Parks including: Myakka River State Park, Blackwater River State Park, Seminole State Park, Perdido Key State Park, Fort Clinch State Park, St. George Island State Park**

Topographic design survey for a new campgrounds, roadways, parking, drainage, improvements and additions to existing utilities (water, sewer, lift stations) within the park.

- 1) **Types of Projects:** Design Survey for new campgrounds and rehab of existing campgrounds, lift stations, roadways, parking, utilities (for existing utility location and to tie into existing municipal utility systems), sanitary manhole and connection locates via smoke tests. Utility easements. Locations of protected plant species and location of Gopher Tortoise holes to assist in design compliance with various environmental mandates. Recover and establish horizontal and vertical control.
- 2) **Size of Projects:** \$50,000 to \$1 Million    **Scope:** Text above.
- 3) **What was the specific project involvement?** Principle-in-Charge

**Blountstown High School, Calhoun Co., FL**

Boundary, topographic, route and utility surveys for design of new Blountstown, Florida High School. Tasks included recover and establishment of horizontal and vertical control. Coordination with local utilities and Sunshine One to establish and survey the locations of existing underground utilities to facilitate design of a 2 mile sanitary sewer and water system route from existing list station facilities utility locations in Blountstown to the more rural location of the new high school. This design included water, sewer, drainage, lift station, electric, roadways, parking, detention ponds, easements and structures.

- 1) **Types of Projects:** Boundary, Route, Utility and Design Survey for High School
- 2) **Size of Projects:** \$10 Million    **Scope:** Text above.
- 3) **What was the specific project involvement?** Principle-in-Charge



**Florida Department of Transportation, District 3, SR 30 (US 98), Wakulla Co., FL**

Design Survey for 13-mile paved Pedestrian Bike Trail. Right of Way and topographic survey to facilitate design of a pedestrian bike trail along the right of way of State Road 20 (US 98). Additional right of way acquisition required. Tasks included wetland location surveys, recovery of right of way monuments, topographic survey (all existing features and evidence and markings of all utilities underground and above) and Title Research for 46 Title Reports (30 years minimum).

- 1) **Types of Projects:** Design Survey for Pedestrian Bike Trail
- 2) **Size of Projects:** \$3.3 Million **Scope:** Text above.
- 3) **What was the specific project involvement?** Principle-in-Charge

**Florida Department of Transportation, District 2, SR 20 Putnam County, Florida – Trail Project**

135 Title Reports (30 years minimum) of ownership and encumbrances for acquisition of lands for a Florida Rails to Trails Project, along an abandoned CSX right of way. Length of project 15 miles +/-.

- 1) **Types of Projects:** Title Research for Property Acquisition
- 2) **Size of Projects:** \$2 Million plus **Scope:** Text above.
- 3) **What was the specific project involvement?** Principle-in-Charge

**Florida Fish and Wildlife Conservation Commission, Dixie County, Florida – Freeman House**

Boundary, topographic and route survey to facilitate design of a roadway, bridge and utilities to service the newly acquired Freeman House Wildlife Management Area. Located existing electric utilities and associated easements and provided new easements as needed. New easements monumented in the field, maps and legal descriptions provided for local electric utility authority.

- 1) **Types of Projects:** Surveying & Mapping, Utility Easement
- 2) **Size of Projects:** Cost Unknown **Scope:** Text above.
- 3) **What was the specific project involvement?** Principle-in-Charge

f) **Education:** University of Alabama; Bi-Annual Continuing Education for Licensure

g) **Active Registration:** Professional Surveyor and Mapper: FL LS6414

**Affiliations:** Florida Surveying and Mapping Society (FSMS)

**h) Other Experience and Qualifications relevant to this project:**

O'Neal Surveying & Mapping, Inc. (OSM) is currently part of a three-year continuing services contract for Surveying and Mapping with Leon County Public Works. Ms. O'Neal serves as the main point of contact on all projects associated with this contract.

Ms. O'Neal has worked on numerous projects for Leon County, City of Tallahassee, Blueprint 2000, Florida Department of Transportation (FDOT), Florida Fish and Wildlife Conservation Commission and the Florida Department of Environmental Protection, providing surveying, mapping and title services for engineering design and right of way acquisition. These services included: preparation of right-of-way maps, parcel sketches and legal descriptions for fee simple, permanent easement and temporary construction easements.

In addition, Ms. O'Neal has researched and provided hundreds of title reports for the FDOT and various airport authorities for use in right of way/property acquisition and to provide evidence of encumbrances.

Ms. O'Neal is proficient in the use of: AutoCAD Civil3D 2014-2018, Excel, MicroStation, Microsoft Word, GeoPAK & CAiCE computer aided design, geometry, and word processing software.



**a) Name:** Michael W. O'Neal, PSM      **Firm:** O'Neal Surveying & Mapping, Inc.  
**Title:** Vice President

**b) Job Assignment:** Project Manager

**c) Years with this Firm:** 9      **d) Years with other Firms:** 30



**e) Experience:**

Mr. O'Neal has an extensive and diverse background and has been in responsible charge for a range of surveying and mapping activities including: large scale sectional surveys, heavy industrial construction layout/as-built, subdivision layout, boundary, topographic, GPS, hydrographic, design, right-of-way control survey and right-of-way acquisition. He has performed these surveying and mapping services for a wide variety of clients such as the United States Forest Service, Florida Department of Transportation (FDOT) Districts One, Two, Three, Five and Seven, Florida's Turnpike Enterprise, Tampa Port Authority, Hillsborough County, City of Tampa, City of Tallahassee, Leon County, Jacksonville Aviation Authority, Florida Fish and Wildlife Conservation Commission, Florida Department of Environmental Protection and numerous private development and engineering firms.

Mr. O'Neal has acted as an Expert Witness, for boundary issues and right of way acquisition for the City of Tallahassee's Blueprint 2000 Capital Cascades and FAMU Way projects. He serves as Project Manager for all Title Reports O'Neal Surveying & Mapping, Inc. (OSM) prepares for the FDOT and various Aviation Authorities.

**Florida's SunRail-Central Florida Commuter Rail Transit System (Phase 1) Volusia & Seminole County**

The State of Florida thru FDOT District 5 purchased a 61 mile segment of CSX Railway right -of-way and private parcels for Stations, Park & Rides, Offices and Maintenance Facilities. FDOT contracted Design Engineering for same. Mr. O'Neal worked under contracts with AECOM and the FDOT District 5. Project is an ACEC Outstanding Engineering National Recognition Award Winner.

- 1) Types of Projects:** Transportation Design with Property Acquisition
- 2) Size of Projects:** \$432M (Acquisition & Design only)      **Scope:** See text above and below.
- 3) What was the specific project involvement?** Project Manager/Surveyor in Responsible Charge Boundary and Right of Way Surveying & Mapping for 3 Segments of the Project (12+ miles), including the DeBary, Sanford and Lake Mary Stations. Reviewed and assisted with Title Search back to U.S. Patents and Grants; directed all crews to recover, re-establish, monument and map all right-of-way and boundaries, including private parcels and all side roads (City, County and State) within said project segment corridors. Mr. O'Neal prepared and certified the overall Boundary Maps, Legal Descriptions, Parcel Sketches and TIITF Easement Surveys for all acquisition, easements and temporary construction easements within said project segments.

**Blueprint 2000 Capital Cascade Trail Segment 3; FAMU Way Extension and Crossing Trail Pedestrian Bridge; City of Tallahassee, Leon Co., FL**

Boundary Surveys, Title Research and Expert Witness testimony, contracted to resolve survey and deed conflicts, gaps and overlaps between former Construction Control Surveys, Construction Plans, private and municipal parcels and Railroad, State Road and City right-of-way boundaries.

- 1) Types of Projects:** Infrastructure Capital Improvement-Multi-Use Trail, access to FAMU, Railroad Square and Gaines Street businesses
- 2) Size of Projects:** Unknown      **Scope:** Text above.
- 3) What was the specific project involvement?** Project Manager/Expert Witness

Expert Witness testimony, prepared Boundary Maps and Surveys, marked/flagged proposed acquisition and existing property boundaries, monumented existing municipal property and acquired property, prepared legal descriptions and Parcel Sketches for acquisition of whole take and partial take Fee Simple properties, permanent easements and temporary construction easements.

**T. P. Smith Water Reclamation Facility Upgrade, City of Tallahassee**





Complete upgrade and additions to the former wastewater treatment facility, parking, sidewalks and additional structures. Scope of work including recovery and establishment of horizontal and vertical control points, construction stakeout and as-built surveys for improvements above and below ground.

**1) Types of Projects:** Control Survey, Construction Stakeout and As-Built Survey of 500+ pilings for multiple pile supported structures, layout and as-built of a primary effluent pump station, primary treatment clarifiers, secondary treatment blower and pump station, secondary treatment clarifiers, deep bed sand filters, mixed liquor conveyance system, flow equalization ponds, biosolids processing building, dryer building, piping and miscellaneous improvements and additions.

**2) Size of Projects:** \$200M **Scope:** Text above.

**3) What was the specific project involvement?** Project Manager-Surveyor for Layout & As-Built Certification. OSM worked under primary contract with MWH Constructors (MWH Global) and secondary contracts with Hayward-Baker, Wharton-Smith, Reynolds, Adams-Robinson and other firms for stake-out and as-builts between 2009-2013. Mr. O'Neal was the signing Surveyor on final overall As-Builts for the project.

Tallahassee International Airport, City of Tallahassee

Construction Layout and As-Built Surveys for Runways 9/27 and 18/36. This work included stakeout and as-builts of fiber optic lines, runways and taxiway pavement, NAVIDS, lighting and signage. Recovery and establishment of horizontal and vertical control. OSM is currently Surveyor of Record under Michael Baker's 2015 Five Year Continuing Services Contract with the City of Tallahassee/Tallahassee International Airport.

**1) Types of Projects:** Control, Layout and As-Built Surveys

**2) Size of Projects:** Unknown **Scope:** Text above.

**3) What was the specific project involvement?** Survey Project Manager

**f) Education:** East Carolina University; Bi-Annual Continuing Education for Licensure

**g) Active Registration:** Professional Surveyor and Mapper: FL LS 6027

**Affiliations:** FSMS

**h) Other Experience and Qualifications relevant to this project:**

O'Neal Surveying & Mapping is currently part of a three year continuing services contract for Surveying and Mapping with Leon County Public Works. Mr. O'Neal serves as Project Manager for this contract and has worked on numerous projects for Leon County, City of Tallahassee and BP2000, including utility design surveys, utility easements, acquisition surveys and associated legal descriptions. He has over 23 years experience with the Florida Department of Transportation (FDOT) on right of way mapping and design projects, including hundreds of utility and temporary construction easements and the associated legal descriptions. He is considered an expert in the field of right of way mapping.

Mr. O'Neal is proficient in the use of MicroStation, GeoPAK, AutoCAD Civil 3D, CAiCE, Excel and Spectra Precision Survey Pro software.



### A3 – OUTSIDE CONSULTANTS ANTICIPATED TO BE USED ON THIS PROJECT (NOT A JOINT VENTURE)

Major Subconsultants	Specific Responsibilities
Eutaw	Roadway restoration design, Master force main, Water Distribution
Minor Subconsultants	Specific Responsibilities
O'Neal Surveying	Surveying Services
WGI	Surveying Services
Ardaman	Geotechnical Services
Florida Environmental Land Services	Ecological Services

### A4 – KEY PERSONNEL / STAFFING

ISS understands that the design work, as well as the presentations and interviews, shall be performed and directed by key persons identified in the Technical Proposal. Any changes to the key personnel shall be replaced with the equivalent experience and qualifications, and subject to County Manager's approval.

These key personnel are:

Name	Project Roles
Mr. Brian Stahl, PE; Principal-in-Charge	Schedule and Phasing; bidding support services; grants & funding assistance
Mr. Marc Neihaus, PE; Project Manager	Wastewater collection, Utility building services; structural engineering; schedule and phasing; bidding support services; construction bid documents & observation; grants & funding assistance
Mr. Lane Lucas, PE	Master force main; roadway design
Mr. Matt Hurd, PE	Master force main; roadway design, water distribution
Mr. Michael Chase, PE	Wastewater collection, water distribution (utility) engineering; permitting / regulatory services; Sewer hydraulic modeling & GIS
Mr. Stephen Burwinkel, PE	Wastewater Collection, Sewer ydraulic modeling, GIS



## B -- EXPERIENCE WITH PROJECTS OF A SIMILAR TYPE AND SIZE

### B1. – PROJECTS WHICH BEST ILLUSTRATE EXPERIENCE OF FIRM AND CURRENT STAFF

a) Name and location of the project:

#### **#1) Septic to Sewer: Sarasota County Phillippi Creek Areas A, C, and K Sewer Systems** *Sarasota County, Florida*

b) The nature of the firm's responsibility on this project:

*This Project is provided as an example of ISS-Eutaw Team work on an extremely similar septic to sewer contract to protect surface water environmental considerations. ISS Team Members at their prior firm completed three significant septic to sewer phases of sewer improvements including 4,700 customers and 238,000 LF of sewer piping system. ISS Team Members designed the entire sewer system including all piping and pits, vacuum pump stations, and connections to residences and septic tank abandonment. The three areas of this Sarasota County Septic to Sewer contract are all similar to that in the Leon County Woodville Sewer Contract.*

Infrastructure Solution Services Team Members were responsible as the prime firm for the majority of the work completed on these Sarasota County Septic to Sewer Conversion Projects. ISS Team Members at their prior firm worked together in the completion of these important Septic to Sewer Conversion Projects. Brian Stahl, PE was the Project Manager and Engineer of Record for Area C and Area K Projects. Devyn Howell, PE and Mark Mueller, CET were leading the engineering design and permitting provided for Area A and Area C septic to sewer conversion projects. Marc Neihaus assisted with structural aspects of the Area K project.

ISS Team Members assisted Sarasota County in the engineering of Areas A, C, and K to help the County implement a program to reduce pollution loadings in the Phillippi Creek drainage basin. As part of the program, vacuum sewer systems were designed in areas that have high groundwater tables or areas that may be difficult and costly to serve by conventional gravity sewer. ISS Team Members maintained an excellent working relationship with other County departments and the Florida Department of Environmental Health in the implementation of these vacuum sewer systems. ISS





Team members were responsible for the design, permitting, and services during construction for connecting 4,700 customers and 238,000 LF of vacuum sewer system in Areas A, C, and K as follows. The Area K project consisted of over 140,000 linear feet of vacuum sewer mains, 1,400 valve pits and a vacuum pump station. This system was designed and constructed to serve approximately 2,600 customers.

- 
- The Area A project consisted of over 60,000 linear feet of vacuum sewer mains, 340 valve pits and a vacuum pump station to serve approximately 800 customers.
- The Area C project consisted of over 38,000 linear feet of vacuum sewer mains, 400 valve pits and a vacuum pump station to serve approximately 1,300 customers.

The surveying work for the project included the right-of way, topo, and specific survey on residences to locate septic tanks and connection points for the project. The survey work included the Title Work and the Right-of-Way acquisition work. ISS Team members completed all of the Utility Engineering including all piping, valve pits, connections to each residence, and the vacuum pump stations. ISS Team Members also completed the Roadway Design and all pavement restoration and traffic control for work within the roadway pavement. ISS Team members completed all of the permitting for the project. ISS Team Members also worked with architects to complete a utilitarian building design that matched the residential look of the neighborhood at the request of Sarasota County.

ISS Team Members managed and shared insights on the geotechnical services and the environmental support services for these environmentally sensitive septic to sewer projects.

ISS Team Members also provided the construction administration on these contracts and prepared the construction bid documents and record drawings for Sarasota County at project closeout. Other post-design services included assistance with the vacuum station start-up for these projects.

c) Project Owner's representative name, address and phone number:

Lori Carroll (Utility Capital Projects Manager)  
1001 Sarasota Center Blvd,  
Sarasota, FL 34240  
(941)780-4178

d) Project user agency's representative name, address and phone number:

Lori Carroll (Utility Capital Projects Manager)  
1001 Sarasota Center Blvd,  
Sarasota, FL 34240  
(941)780-4178

e) Date project was completed or is anticipated to be complete:

Philippi Creek Area K was completed in 2009 including project startup and final contractual certification and closeout.

f) Project manager and other key professionals involved and specify the role of each:

Brian Stahl, PE – Project Manager Areas C and K  
Marc Neihaus, PE – Project Engineer Area K  
Mark Mueller, PE – Lead Design Areas A and C  
Devyn Howell, PE – Project Engineer and Permitting on Areas A and C

g) Challenges and lessons learned from the project

At the start of Philippi Creek Area A Construction, Sarasota County tried to allow each resident to hire a plumber to tie-into the system to save on costs. After this started was determined to cause problems and not feasible. The Sarasota County Team understood the need to include the residential sewer connection into all of the projects moving forward. From that point forward the County contract documents were prepared requiring the General Contractor to hire plumbers that would make the sewer connections and abandon the existing septic connections at every residence.





a) Name and location of the project:

**#2) Septic to Sewer: City of Webster Sewer System Improvements,  
Sumter County, Florida**

b) The nature of the firm's responsibility on this project:

*This Project is provided as an example of ISS-Eutaw Team work on an extremely similar septic to sewer system contract to provide sewer service to a community. ISS-Eutaw Team Members completed the grant funding assistance and all of the engineering for a 3-phase project that included a master pump station and 8 miles of master force main, 25,000 LF of gravity sewer, and 9 lift stations for this system to serve 450 customers.*

Eutaw was hired by The City of Webster to assist in the creation of a wastewater utility to provide the community with a central sewer system to alleviate the health risks associated with existing, failing on-site septic systems.

Eutaw worked with the City of Webster and the City of Bushnell to develop a Facility Plan and inter-local agreement for the collection, distribution and treatment of wastewater from the residents of the City of Webster.

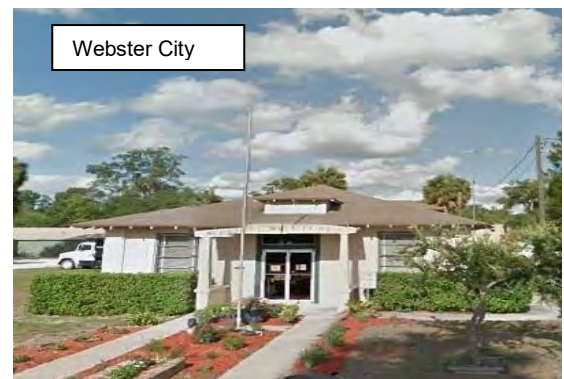
Eutaw coordinated with several agencies to obtain funding for the construction of the wastewater system. The City of Webster is a financially disadvantaged community and qualified for an 85/15 grant/loan from FDEP's State Revolving Fund Small Disadvantage Community Grant Program. Eutaw secured matching funds through USDA Community Development Block Grants, legislative appropriations and SRF loans to fund the City's infrastructure improvements.

Eutaw developed an inter-local agreement between the City of Bushnell and Webster to receive and treat wastewater from the City of Webster as well as operate and maintain Webster's wastewater infrastructure.

Eutaw designed the gravity collection and distribution system for the City of Webster. The project included a master pump station and approximately 8 miles of 8" forcemain to the City of Bushnell, over 25,000 feet of gravity sewer and 9 local pump stations to service City residents, and 40 low pressure sewer connections.

The project was developed in three phases, which were completed with construction documents, specifications, and estimates. This component of the project is very similar in scope to the Woodville Sewer project. Phase One - Eutaw design and construction of the master pump station and forcemain to Bushnell was completed in 2008, including a major pump station and approximately 8 miles of forcemain. Eutaw also provided technical services during construction for the installation of the lift pump and forcemain, which was completed at a cost of approximately \$1.9 million. Concurrent with the pump station and forcemain construction, the City of Bushnell completed an upgrade to their WWTP to accommodate flows from Webster.

Phase Two - Eutaw design and construction of the low pressure sewer system in the Johnson Subdivision completed in 2009, including approximately 40 low pressure grinder pump stations and approximately 3000 feet of forcemains.





Eutaw also provided technical services during construction for the installation of the lift stations and forcemain, and decommissioning of existing on-site septic systems which was completed at a cost of approximately \$750,000.

Phase Three - Eutaw design and construction of the City's central sewer system was completed in 2011, including a 9 pump stations with forcemains, approximately 25,000 feet of gravity sewer decommissioning of approximately 450 on-site septic sewer systems. Eutaw also provided technical services during construction for the project, which was completed at a cost of approximately \$12.5 million.

Providing dedicated on-site daily engineering support was vital to the project completion on time and within budget. Construction of a gravity sewer system in existing roadway right of ways, with existing customers requires many adjustments based on unforeseen elements. Also, coordination with individual residents is integral to maintaining community support and timely completion.

c) Project Owner's representative name, address and phone number:

Stephen Croft - Mayor  
220 NE 1<sup>st</sup> Street  
Webster, Florida 33597  
(352) 978-3213

d) Project user agency's representative name, address and phone number:

Stephen Croft - Mayor  
220 NE 1<sup>st</sup> Street  
Webster, Florida 33597  
(352) 978-3213

e) Date project was completed or is anticipated to be complete:

Bushnell Forcemain, 2008  
Johnson Subdivision Sewer, 2009  
City of Webster Wastewater System, 2011

f) Project manager and other key professionals involved and specify the role of each:

Marc Neihaus, PE – Facility Plan, Services During Construction  
Mike Chase, PE – Project Management, Design and Services During Construction  
Matt Hurd, PE – Design and Plans Preparation

g) Challenges and lessons learned from the project

Residential coordination – Due to the extremely invasive nature of constructing a gravity sewer system with existing roadways, it was critical to keep the citizens informed and be available to answer questions and address concerns immediately and face to face.

Community coordination – Working with two local municipalities came with challenges unrelated to the specific project. It was difficult to overcome years of rivalries. Occasionally controversy boiled down to community softball leagues.

Funding coordination – Financially, Webster is extremely disadvantaged overall. Pooling funding through different funding sources was critical to the success of the project. Each funding source had specific requirements for the design and construction to meet their rule requirements. From Davis Bacon to Buy American to monthly reporting and services during construction. All resources worked together to minimize the financial burden to the City, allowing reasonable monthly rates to maintain the new utility.

On-site adjustments – Daily on-site engineering support allowed immediate field adjustments for unforeseen issues. From subsurface limestone to seasonal groundwater fluctuation to unmarked utilities.

Having an engineer on-site for the entire project was critical to keep the construction on time and under budget while minimizing service interruption and inconvenience to the local community.



a) Name and location of the project:

**#3) Sewer System: Brevard County West Cocoa Sewer Project - Phases 1, 2, and 3**  
**Brevard County, Florida**

b) The nature of the firm's responsibility on this project:

*This Project is provided as an example of ISS-Eutaw Team work on a large sewer system improvements project including funding assistance, three phases of sewer improvements including a Phase 1 Master lift station and trunk force main along Interstate I-95 to serve approximately 2100 sewer customers (Key Improvements), Phase 2 was 4 Lift stations and force mains (West of I-95), and Phase 3 was gravity sewer construction and 3 lift station replacements that are force main piping manifolded (East of I-95) all similar sewer work to that in the Woodville Sewer Contract.*

Infrastructure Solution Services (ISS) was responsible as the prime firm for all of the work completed on this Brevard County West Cocoa Sewer Construction Phase 1, Phase 2, and Phase 3 Project. ISS was responsible for all of the engineering surveying, the subsurface locates, completion of all of the engineering design including the hydraulic modeling, all plans and specs, and FDEP and FDOT permitting. ISS will also be completing all of the bidding and services during construction for all three phases of this contract. The three phases were designed as:

- The Phase 1 (Key Improvements) Project consisted of the master pump station and the master trunk force main to serve approximately 2100 sewer customers. Two other large lift stations and force mains were completed in this Phase 1.
- The Phase 2 (West of I-95) Project consisted of 4 lift stations and force main,
- The Phase 3 (East of I-95) Project consisted of 3 lift stations and force main, and a few thousand linear feet of gravity sewer.

The surveying work for the project included the right-of way, topo, and specific survey on private property for new gravity sewer work and connections, plus new lift stations and force main runs in the project. The survey work included the County Title Work and the Utility Easement acquisition work for the new gravity sewer, lift stations, and force mains on private property needed for construction of this project. ISS Team members completed all of the Utility Engineering including all sewer piping and connections, the lift stations, and the force mains. ISS Team Members also completed the Roadway Design and all pavement restoration and traffic control for work within the roadway. ISS Team members completed all of the permitting for the project. ISS Team Members managed and shared insights on the geotechnical services and subsurface locate work. The construction cost for this project is estimated at \$10,000,000 dollars. ISS is assisting Brevard County with the funding for this project which will come from the FDEP State Revolving Loan Fund Program.

ISS Team Members will provide the bidding phase services and the construction administration on these contracts and prepare the construction bid documents and the record drawings for Brevard County at project closeout. Other post-design services include assistance with the lift station start-up for these projects.

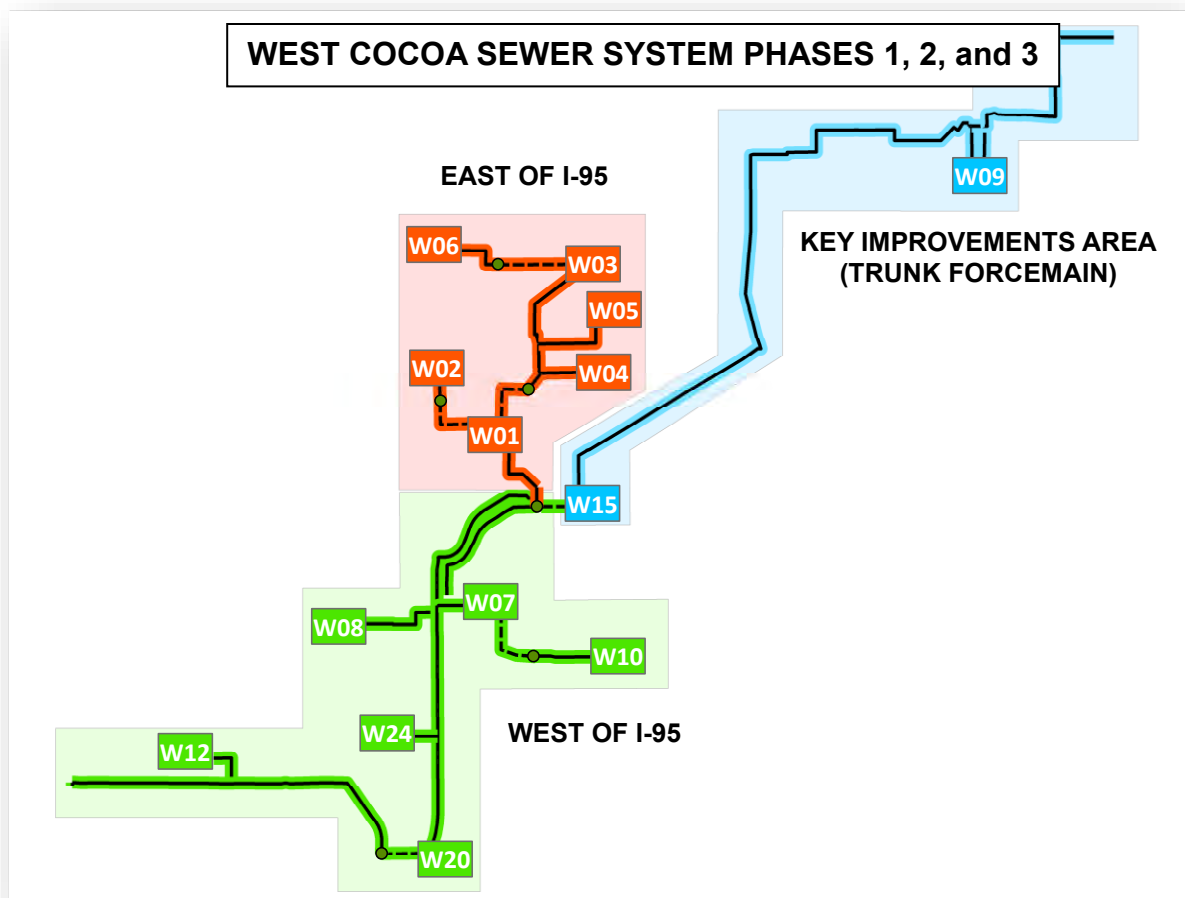
ISS Team Members maintained an excellent working relationship with Brevard County Utility Services and the FDEP in the engineering design and permitting phases of these West Cocoa Sewer Systems.

c) Project Owner's representative name, address and phone number:

Mr. Jim Helmer, Utilities Director,  
2725 Judge Fran Jamieson Way, A213, Viera, FL 32940,  
(321)633-2091

d) Project user agency's representative name, address and phone number:

Mr. Jim Helmer, Utilities Director,  
2725 Judge Fran Jamieson Way, A213, Viera, FL 32940,  
(321)633-2091



e) Date project was completed or is anticipated to be complete:

West Cocoa Phase 1, 2, and 3 engineering design completed in 2017 and 2018.

West Cocoa Phase 1 Construction anticipated to be complete in 2019. West Cocoa Phase 2 and 3 Construction including project startup and final closeout anticipated to be complete in 2020.

f) Project manager and other key professionals involved and specify the role of each:

Brian Stahl - Principal-in-charge and leading Funding Assistance

Tom Vill - Project Manager

Kiran Kulkarni - Lead Design Engineer and Engineer of Record

Marc Neihaus, PE – Structural Engineer

Steve Burwinkel, PE – Modeling Engineer

Casey Coffey, PE – Project Engineer and Permitting on Project

g) Challenges and lessons learned from the project

Phasing of the project in design to meet the construction contract needs had to be completed so that Phase 1 master lift station and trunk force main was completed to receive the future phase system construction of Phases 2 and 3. ISS coordinated all of the phasing for the FDEP SRF Program Funding Assistance and for the Construction requirements of these sewer projects. As ISS got into the hydraulic modeling phase of the project it was determined that the force main could be routed slightly differently and that LS W3 was better located on a nearby parcel to save Brevard County money.





a) Name and location of the project:

#### **#4) Sewer System: Wakulla County Sewer Improvements Wakulla County, Florida**

b) The nature of the firm's responsibility on this project:

*Eutaw was hired by Wakulla County to assist in upgrading their entire Wastewater Infrastructure system including a new Wastewater Treatment Plant (WWTP), extensive sewer collection systems in Wakulla Gardens, transmission of wastewater to the WWTP, and effluent disposal from the WWTP.*

*Eutaw worked with the County to develop a Facility Plan for the WWTP and obtain funding from FDEP's State Revolving Fund and legislative appropriations to fund the County's infrastructure improvements. Eutaw developed the preliminary design for the WWTP improvements.*

Eutaw continued to design the gravity collection system in Wakulla Gardens, which consisted of over 20 miles of gravity mains and 19 lift stations. This component of the project was developed in five phases, which were completed with construction documents, specifications, and estimates in 2011. This component of the project is very similar in scope and geographic location to the Woodville Sewer project.

Eutaw designed the overall transmission system to the WWTP, which include three major lift stations and approximately 15 miles of forcemain. Due to local issues, the overall project was delayed, but Eutaw completed final design, construction documents, and permitting for one of the stations which included approximately five miles of forcemain along US 98 in Wakulla County. Eutaw also provided technical services during construction for the installation of the lift station and forcemain, which was completed in 2012 at a cost of \$628,000. While construction of the lift station project was underway, Wakulla County began experiencing extensive operational issues at their Master Lift Station in Medart, Florida. Eutaw designed, permitted and provided construction administration for this emergency replacement of the County's Master station. The improvements were designed such that the new station could be constructed while maintaining operation of the existing station. Construction was completed in 2012, with a cost of approximately \$377,000.

Eutaw also assisted the County by developing agreements and obtaining funding from the Northwest



**Medart Master Lift Station**



**US 98 Forcemain**



**Reuse Forcemain Construction**



Exhibit B - Vendor Response  
Civil Engineering Services, Woodville Sewer System Project

Attachment #1  
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BC-03-29-18-14

Florida Water Management District to construct a reuse disposal forcemain from the existing WWTP to the Wildwood Golf Course on US 98. Eutaw designed, permitted, and provided technical services during construction of this five mile transmission system. Construction was completed in 2010, with a cost of approximately \$500,000.

c) Project Owner's representative name, address and phone number:

Cleve Fleming, P.E.  
Wakulla County Public Works Department  
(850) 926-5228

d) Project user agency's representative name, address and phone number:

Cleve Fleming, P.E.  
Wakulla County Public Works Department  
(850) 926-5228

e) Date project was completed or is anticipated to be complete:

Wakulla Gardens Collection System Design, 2011  
US 98 Forcemain, 2012  
Medart Master Lift Station, 2012  
US 98 Reuse Forcemain, 2010

f) Project manager and other key professionals involved and specify the role of each:

Marc Neihaus, PE – OCWTP Facility Plan  
Mike Chase, PE – OCWTP and Transmission Design  
Lane Lucas, PE – Medart Master Lift Station Design and SDC  
Matt Hurd, PE – Design for Wakulla Gardens Collection, Design and SDC for Reuse FM, US 98 LS and FM, and Medart Master Lift Station.

g) Challenges and lessons learned from the project

Some components of the overall project were delayed due to local issues, which required an extreme amount of flexibility to meet the client's expectations. Multiple sources of funding for the OCWTP improvements were sought including FDEP SRF and USDA Rural Development. Likewise, many of the transmission systems were delayed due to local issues, which required flexibility and commitment by Eutaw to keep progress moving on the project(s). Finally, the Medart Master Station was an emergency project that required responsiveness and attention to detail to resolve the County's issues while developing a design that could be constructed without interrupting service to the County's main sewer pumping station.



a) Name and location of the project

***#5) Sewer System Replacement / Improvements: City of Dade City  
Dade City, Florida***

b) The nature of the firm's responsibility on this project:

*This Project is provided as an example of ISS Team Members work on over 200,000 LF of gravity sewer construction and replacements to serve over 5,000 sewer customers, master pump station with master force main for manifold of the system, lift stations, and funding assistance, which is similar to that in the Woodville Sewer Contract.*

Infrastructure Solution Services Team Members were responsible as the prime firm for the majority of the work completed on this City of Dade City Sewer Replacement and Improvements Projects. ISS Team Member Brian Stahl was the Principal, initial Project Manager, and responsible for getting the funding for these Dade City Sewer Projects for much of the work completed initially on these City Sewer Projects. Tom Vill then became the Project Manager for these Sewer Improvements, administered the funding, and handled finishing the design through construction and project closeout. Steve Burwinkel, PE and Devyn Howell, PE were leading the engineering modeling, the design, and permitting provided for these city projects. ISS Team Members assisted the City of Dade City in the engineering of the complete rehabilitation and new construction of the City Sewer System. ISS Team Members maintained an excellent working relationship with other City departments and the Florida Department of Environmental Protection in the funding assistance and permitting of these systems. The City of Dade City has been so pleased with the prior work completed by ISS Team Members in the City Wastewater System, that they recently selected ISS as their Continuing Engineering Consultant for the City's Wastewater, Water, and Reclaimed Water Systems.

The City of Dade City is a community in west central Florida that owns and operates its own wastewater collection and treatment system. The City recognized that the City Wastewater Collection System was in desperate need for upgrades. ISS Team Members helped Dade City attain over \$8 million dollars in grants as the City was awarded an FDEP Small Community Wastewater Grant for wastewater collection system.

Project included the evaluation and rehabilitation of 210,000 lf of gravity sewer and more than 800 manholes. Work included installation of over 3,000 lf of force main ranging from 4" to 16" including FDOT approval of directional drill along SR52, and included installation of over 12,000 lf gravity sewer ranging from 8" to 20" diameter. Total construction cost was \$6.2 million.

The FDEP Funded Lift Station Replacement & Rehabilitation Project consisted of the replacement of eight (8) lift stations and rehabilitation of seventeen (17) additional lift stations in the City's wastewater collection system. Total construction cost of \$3.2 million. The project included the construction of a new Master Pump Station (triplex submersible) with an ultimate capacity of 2,200 gpm on the site of an existing 80 gpm lift station. The other replacement lift stations ranged in capacity from 800 gpm to 80 gpm. The rehabilitation of the pump stations included structural rehabilitation of existing wetwells, new piping, and valves, installation of by-pass connections, electrical controls, and SCADA improvements.



The surveying work for the Dade City Sewer project included the right-of way, topo, and specific survey work needed for the engineering design improvements of the project. ISS Team members completed all of the Utility Engineering including all lift station wet, valve pits, and all gravity sewer improvements. ISS Team Members also completed all of the pavement restoration and traffic control for the work within the roadways of the City including replacement of brick roadways. ISS Team members completed all of the permitting for this sewer project. ISS Team Members provided oversight on the geotechnical services.



ISS Team Members also provided the construction administration on these sewer contracts and prepared the construction bid documents and record drawings for Sarasota County at project closeout. Other post-design services included assistance with the vacuum station start-up for these projects.

Similar to the Woodville Project, the City also received a Water Management District Grant from the Southwest Florida Water Management District (SWFWMD) for a reclaimed water expansion project, and a Community Development Block Grant that was used to construct a belt filter press dewatering system. ISS Team Members also provided the professional design and eng. services during construction for these City improvements. . ISS is also currently working with the City on their Orange Valley Wellfield/Water Supply Project, an important Water supply project to provide water service to much of the City.

c) Project Owner's representative name, address and phone number:

William Poe, Jr, City Manager  
30820 Meridian Avenue,  
Dade City, FL 33525,  
352-523-5050

d) Project user agency's representative name, address and phone number:

William Poe, Jr, City Manager  
30820 Meridian Avenue,  
Dade City, FL 33525,  
352-523-5050

e) Date project was completed or is anticipated to be complete:

Dade City Sewer Collection System and Lift Stations were completed in 2013 including project startup and final closeout of funding documentation.

f) Project manager and other key professionals involved and specify the role of each:

Brian Stahl, PE – Principal/Initial Project Manager  
Tom Vill, PE - Project Manager/Eng Design/ESDC  
Marc Neihaus, PE – Structural Engineer  
Steve Burwinkel, PE – Lead Design, Modeling, GIS  
Devyn Howell, PE – Project Engineer and Permitting Gravity Sewer

g) Challenges and lessons learned from the project

During the Dade City project ISS Team Members apprised of the need to improve several lift stations that did not have a dedicated funding source. ISS Team Members worked with the FDEP and the City and assisted the City by getting several lift station projects eligible for grant funding and then attaining another grant for over \$3 Million dollar to improve the additional City lift stations.





a) Name and location of the project:

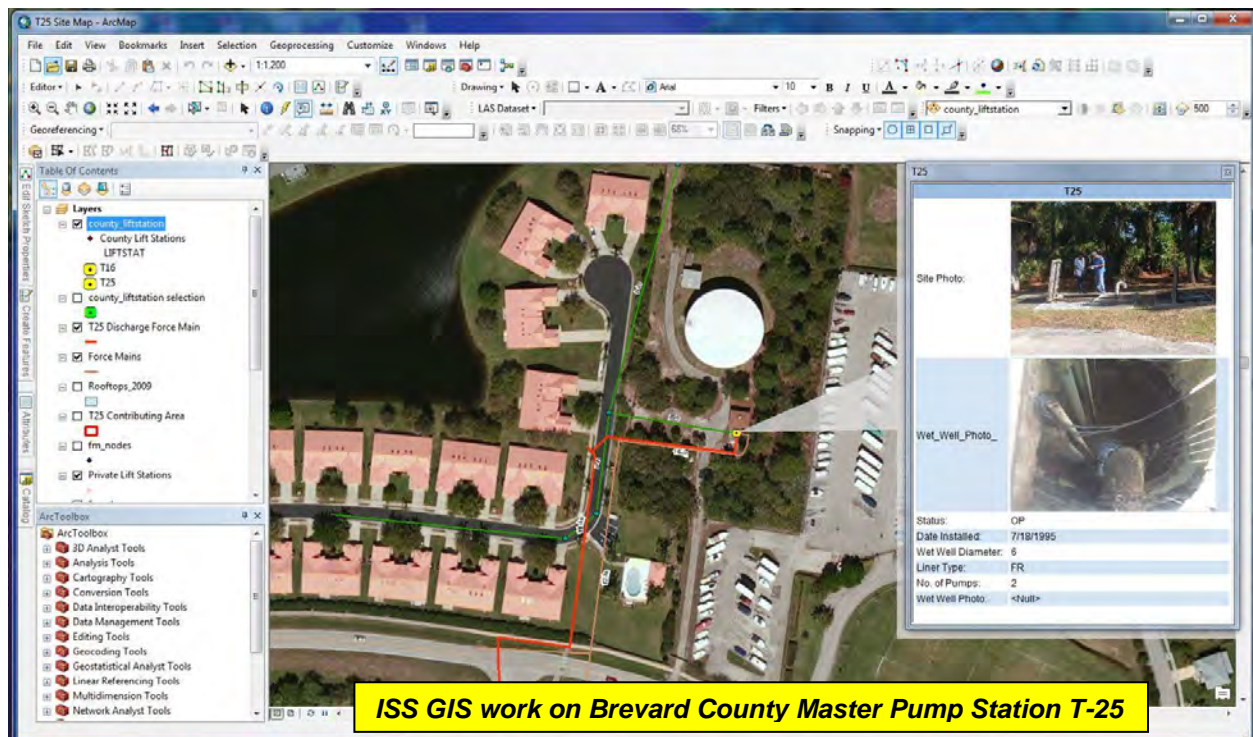
**#6) Brevard County Utility Services Master Pump Stations T-16 and T-25,  
and 10 Other Lift Stations**  
*Brevard County, Florida*

b) The nature of the firm's responsibility on this project:

*This Project is provided as an example of the ISS-Eutaw Team work on similar Master Pump Stations and included the replacement (new construction) of two master pump stations, force main, generator, and associated appurtenances. Services provided were the evaluation/planning, design, permitting, services during construction for these two Master Pump Stations similar to the Master Pump Station (Phase 1) in the Woodville Sewer Contract.*

Infrastructure Solution Services (ISS) was responsible as the prime firm for all of the work completed on this Brevard County. ISS was responsible for all of the engineering topo and site-specific surveying, the subsurface locates, completion of all of the engineering design including the hydraulic modeling, GIS work on deliverables, all plans and specs, and FDEP permitting. ISS also completed all of the bidding and services during construction for these two master pump stations on this contract. ISS Team Members provided the bidding phase services and the construction administration on these contracts and prepared the construction bid documents for Brevard County.

During the evaluation and preliminary engineering phase, ISS-Eutaw Team Members identified an alternative solution that saved the BCUSD significant construction dollars and implemented this solution with the County to save significant dollars. This savings reduced the construction cost for these two master pump stations from \$3.2 Million in the CIP Budget to \$2.04 Million actual. This ISS design solution saved over \$1.1 M for the BCUSD.



Aspects of the Brevard County Master Pump Station T-16 and T-25 replacement contract follow:



**For LS #25, the project included:**

- Construction of a new 12-foot diameter precast concrete wet well and an above ground valve pad.
- Construction of a new doghouse manhole, 16" D.I.P. influent force main, 24" PVC sanitary sewer, and 18" D.I.P. effluent force main.
- Installation of three sets of new base elbows, guide rail systems and pump discharge piping within the new wet well and the check/relocation of three recently purchased submersible pumps from the existing wet well to the new wet well.
- New generator meeting EPA Tier 4 Air Emissions requirements. Replacement of automatic transfer switch and other electrical and I&C, site, mechanical, structural improvements and the demolition of the existing generator/electrical building.

**For LS #16, the project included:**

- Construction of a new 12-foot diameter precast concrete wet well and an aboveground valve pad.
- Installation of a triplex submersible pump system including; new control panel, base elbows, guide rails etc. in the wet well and check valves, gate valves and other piping at the valve pad.
- Construction of new 30" sanitary sewer from the existing feed manhole to the new wet well. This includes one doghouse manhole and two additional manholes.
- New 18" D.I.P. force main from the proposed valve pad to the existing 18" force main.
- New generator with integral fuel storage tank meeting EPA Tier 4 Air Emissions requirements and a new automatic transfer switch and other electrical and I&C, site, mechanical, and structural improvements, and the demolition of the existing generator/electrical building.

ISS has also successfully completed the following BCUSD Lift Stations C-4, C-12, C-16, N-03, N-06, T-14, T-26, T-38, W-02, and W-05.

c) Project Owner's representative name, address and phone number:

Mr. Jim Helmer, Utilities Director,  
2725 Judge Fran Jamieson Way, A213,  
Viera, FL 32940,  
(321)633-2091

d) Project user agency's representative name, address and phone number:

Mr. Jim Helmer, Utilities Director,  
2725 Judge Fran Jamieson Way, A213,  
Viera, FL 32940,  
(321)633-2091



**Another happy Client! Brevard County  
leaving Lift Station W-02.**

e) Date project was completed or is anticipated to be complete:

West Cocoa Phase 1, 2, and 3 engineering design completed in 2017 and 2018.

West Cocoa Phase 1 Construction anticipated to be complete in 2019. West Cocoa Phase 2 and 3 Construction including project startup and final closeout anticipated to be complete in 2020.

f) Project manager and other key professionals involved and specify the role of each:

Brian Stahl - Principal-in-charge and QA/QC  
Tom Vill - Project Manager  
Kiran Kulkarni - Lead Design Engineer and Engineer of Record  
Marc Neihaus, PE – Structural Engineer  
Steve Burwinkel, PE – Modeling and GIS Engineer  
Casey Coffey, PE – Project Engineer and Permitting on Project

g) Challenges and lessons learned from the project

Phasing of the project in design to meet the construction contract needs had to be completed so that Phase 1 master lift station and trunk force main was completed to receive the future phase system construction of Phases 2 and 3. ISS coordinated all of the phasing for the FDEP SRF Program Funding Assistance and for the Construction requirements of these projects.



a) Name and location of the project:

***7) Septic to Sewer: City of Panama City Beach Open Sands and Bid-a-Wee Sewer System  
Panama City Beach, Florida***

b) The nature of the firm's responsibility on this project:

*The City of Panama City Beach Open Sands/Bid-a-wee Project is provided as an example of ISS-Eutaw Team Members work on a septic to sewer contract that included grant funding assistance, new gravity sewer system, lift station and force main work, approximately 800 residential connections, and abandonment of septic tanks all similar to that in the Woodville Sewer Contract.*

*An additional project completed on this City of Panama City Beach Wastewater Contract was the abandonment and demolition of the Panama City Beach Navy Base Package WWTP and construction of a regional lift station to collect the Navy Base flow and pump to the City Central Sewer System. This Panama City Beach Sewer work has many similarities to the work completed in the Woodville Sewer Contract.*

The Infrastructure Solution Services (ISS)-EUTAW Team Members were responsible on this project for all of the work completed on this City of Panama City Beach Open Sands and Bid-a-Wee Septic to Sewer Construction Project. This project was designed to serve approximately 800 residential connections within these two residential service areas. ISS Team Members worked on the project which included the R/W and topographic surveying, plus identification of septic tanks on each residence, the subsurface locates, completion of all of the engineering design including the calculations and modeling, and all plans and specs. The permitting included the FDEP Wastewater Collection System Permit for the sewer in each area and the FDOT R/W permit for the work connecting to Highway 98. ISS Team Members and the City received funding for this sewer project from the FDEP SRF Small Community Wastewater Grant Program. This grant program was alleviating an environmental concern over septic tanks adjacent to water bodies and the program paid for the majority of the sewer system.

Field surveying work for the project will include the right-of way, topo, and specific survey on private property for new gravity sewer work and connections, plus new lift stations and force main runs in the project. The survey work will include Utility Easement acquisition work for the new gravity sewer, lift stations, and force mains on private property needed for construction of this project. ISS Team Members oversaw the Utility Engineering for all sewer piping and connections, the lift stations, the force mains, and the engineering cost estimates for the proposed improvements, and submitted the funding application for the recommended improvements to the Open Sands and Bid-a-Wee areas complete all of the permitting for the project.

ISS Team Members maintained an excellent working relationship with the City of Panama City Beach and the FDEP Funding Agency throughout the engineering design and permitting phases of these wastewater projects and ISS continues to work for the City.





Exhibit B - Vendor Response  
Civil Engineering Services, Woodville Sewer System Project

Attachment #1  
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c) Project Owner's representative name, address and phone number:



Mr. Al Shortt, PE Utilities Director  
116 South Arnold Road  
Panama City Beach, FL 32413  
(850)233-5054

d) Project user agency's representative name, address and phone number:

Mr. Al Shortt, PE Utilities Director  
116 South Arnold Road  
Panama City Beach, FL 32413  
(850)233-5054

e) Date project was completed or is anticipated to be complete:

Majority of gravity sewer system was installed prior to 10 years ago, but the last phase of sewer and connections was completed in 2009

f) Project manager and other key professionals involved and specify the role of each:

Brian Stahl - Principal-in-charge and leading Funding Assistance

g) Challenges and lessons learned from the project

The biggest challenge for the City of Panama City Beach and ISS was dealing with the high groundwater table levels throughout the Open Sands and Bid-a-Wee service areas. These two collection systems are installed immediately adjacent to the Gulf of Mexico and our design team compared the cost for the deeper gravity collection system including the dewatering with the cost for shallower gravity sewer with additional small lift stations and less dewatering costs.







a) Name and location of the project:

***#8) Septic to Sewer: City of West Melbourne Sylvan Drive Sewer Project  
West Melbourne, Florida***

b) The nature of the firm's responsibility on this project:

*This Project is provided as an example of ISS-Eutaw Team work on septic to sewer projects including grant funding assistance, new gravity sewer system and connections for each residence and abandonment of septic tanks, lift station and force main work, all similar to that in the Woodville Sewer Contract.*

Infrastructure Solution Services (ISS)-EUTAW Team is responsible as the prime firm for all of the work completed on this West Melbourne Sylvan Drive Septic to Sewer Construction Project. ISS is responsible for all of the engineering surveying, the subsurface locates, completion of all of the engineering design including the hydraulic modeling, all plans and specs, and FDEP permitting. ISS is also completing all of the bidding and services during construction for this contract. At this point, ISS has completed the preliminary design for converting the homes within Sylvan Estates from septic systems to a new central sewer collection system.

The project is currently planned to serve the 74 most cost-effective residential connections but the system could increase if the City and the funding agency agree to serve a much greater area within West Melbourne. Sylvan Drive septic to sewer includes 58 single-family homes, each with their own septic system. Also included as part of the Sylvan Estates neighborhood are 16 single-family homes located along the south side of Sheridan Road, each with their own septic systems, for a total of 74 homes with septic systems within Sylvan Estates. There are drainage canals on the east and west sides of the neighborhood and the M-1 canal is located on the south side of the neighborhood. According to the Save Our Indian River Lagoon (SOIRL) Plan, the 33 homes located along these three canals have septic systems that are within 55 yards of a surface water and are therefore the most high priority targets to connect to central sewer.

The ISS Team started the preliminary engineering work off City provided LIDAR data. ISS collected and reviewed available information in and near the Sylvan Drive area, including reviewing available as-built information, reviewing utility information from the City, reviewing information provided by the County, reviewing LIDAR topography, and site visits. ISS provided a preliminary design recommendation of improvements for converting the homes on Sylvan Drive from septic to sewer. This included recommendations of sanitary system locations, determination of whether a new lift station will be required, recommendations of tie-in locations, etc. The system recommendations were provided in a Technical Letter Report with conceptual-level/schematic figures. The ISS Team will complete the final design level drawings, calculations, and hydraulic modeling for this project.

Field surveying work for the project will include the right-of way, topo, and specific survey on private property for new gravity sewer work and connections, plus new lift stations and force main runs in the project. The survey work will include Utility Easement acquisition work for the new gravity sewer, lift stations, and force mains on private property needed for construction of this project. ISS Team members have completed the Utility Engineering for all sewer piping and connections, the lift stations, and the force mains. ISS Team Members will also complete the pavement restoration and traffic control for work within the roadway. ISS Team members provided a preliminary design cost estimate for the proposed improvements within the Sylvan Drive area, submit a SOIRL Project Plan (SOIRLPP) application for the recommended improvements to the Sylvan Drive area complete all of the permitting for the project.

ISS Team Members will provide the bidding phase services and the construction administration on these contracts and prepare the construction bid documents and record drawings for the City of West Melbourne at project closeout. Other post-design services include assistance with the lift station start-up for this projects.

c) Project Owner's representative name, address and phone number:

Mr. Keith Mills, Deputy City Manager  
2240 Minton Rd  
West Melbourne, FL 32904



Exhibit B - Vendor Response  
Civil Engineering Services, Woodville Sewer System Project

Attachment #1  
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(321)837-7777

d) Project user agency's representative name, address and phone number:

Mr. Keith Mills, Deputy City Manager  
2240 Minton Rd  
West Melbourne, FL 32904  
(321)837-7777

e) Date project was completed or is anticipated to be complete:

West Melbourne Sylvan Rd engineering design completed in 2018.  
West Melbourne Sylvan Rd Construction anticipated to be complete in early 2020

f) Project manager and other key professionals involved and specify the role of each:

Brian Stahl - Principal-in-charge and leading Funding Assistance  
Tom Vill - Project Manager and Design Lead  
Casey Coffey, PE – Project Engineer and Permitting on Project  
Marc Neihaus, PE – Structural Engineer  
Steve Burwinkel, PE – Modeling Engineer

g) Challenges and lessons learned from the project

The biggest challenge for the City of West Melbourne and ISS was to determine the most cost-effective method to go forward in completion of this project. Phasing of the project didn't help with the cost, but the selection of the residences that could most easily be served and funded through the Save our Indian River Lagoon Program was an important aspect of the project.



a) Name and location of the project:

**#9) Septic to Sewer: Brevard County Utility Services, Indian River Isles Sewer System --  
North, Central, South Phases  
Brevard County, Florida**

b) The nature of the firm's responsibility on this project:

*This Project is provided as an example of ISS-Eutaw Team work on a septic to sewer system project that includes grant funding assistance, planning and public involvement, engineering of a new gravity sewer system, lift stations, force main work to include a force main extension to tie into the County central sewer system, connections for each residence and abandonment of the septic tanks all similar to the work anticipated in the Woodville Sewer Contract.*

Infrastructure Solution Services (ISS) was responsible as the prime firm for all of the preliminary engineering work completed on this Indian River Isles Septic to Sewer Construction Project. ISS is responsible for all of the engineering surveying, aerial drone survey work, the subsurface locates, completion of all of the engineering design including the hydraulic modeling, all plans and specs, and FDEP and FDOT permitting. ISS is also completing all of the bidding and services during construction for this contract. ISS has completed the georeferenced aerial drone survey work and the preliminary engineering for connecting the homes within Indian River Isles from septic systems to a new central sewer collection system.

This project is designed to serve the 400 residents (160 sewer connections) in three areas of the Indian River Isles Community. The project design will include construction of 10,000 LF of gravity sewer collection system, three lift stations, the residential sewer connections and abandonment of the septic tanks. Construction shall be on one side of the road at a time to allow access by the residents. There are brackish water canals in the community directly connected to the Indian River Lagoon. Funding for this project will come from the Save Our Indian River Lagoon (SOIRL) Grant Program. The three phases were preliminarily designed as follow:

- Phase 1 Project will be in the South Area of Indian River Isles and consists of a regional pump station and over 11,000 linear feet of master trunk force main that will tie into the Brevard County Sewer System. The master pump station will collect the flow from all of the 400 residents. Work will include the central gravity sewer, residential connections and septic tank abandonment for all of the homes in the South Area. Two other lift stations are to be completed in this Phase 1.
- The Phase 2 Project will be in the Central Area of Indian River Isles and consists of the central gravity sewer system, residential connections and septic tank abandonment for all of the homes in the Central Area.
- The Phase 3 Project will be in the North Area of Indian River Isles and consists of the central gravity sewer system, residential connections and septic tank abandonment for all of the homes in the North Area.

The surveying work includes boundary surveys; survey locates of septic tanks and house connection options; Right-of-way and topographic surveys of gravity sewer routes; legal descriptions of lift station sites and force main routes to reach the right-of-way; georeferenced aerial surveying using ISS drone; boundary and topographic surveys of LS sites and FM routes to tie-in to the existing collection system, and specific survey on private property for new gravity sewer connections and abandonment of the septic tanks. Survey work will include County Title Work and the Utility Easement acquisition work for the three new lift stations and force mains that are required on private property.

The project engineering design and permitting will be for conversion of septic tanks to central gravity sanitary sewer, including three (3) pump stations (with power supplies, structures, and equipment selections), transmission facilities, and gravity collection sewers to connect the Indian River Isles subdivision to the Brevard County sewer utility. System design will include the civil, structural, electrical and SCADA engineering of lift stations, gravity sewer, and force main drawings and specs. Residents that are served by private potable wells will be designed for connection to the Brevard County water supply system in the subdivision. ISS is also



completing the roadway design and all pavement restoration and traffic control for work within the community roadway and State Road 5. ISS Team members will complete all of the FDEP and FDOT permitting for the project. ISS Team Members are managing and sharing insights on the geotechnical services and subsurface locate work. ISS will provide operation and maintenance O&M manuals for the lift stations and system. ISS will be responsible for the Community public involvement to include attend and prepare for pre-construction conference, answer contractor questions and requests for information, and provide public involvement during construction.

ISS Team Members will provide the bidding phase services and the construction administration on these contracts and prepared the construction bid documents and record drawings for Brevard County at project closeout. Other post-design services include assistance with the lift station start-up for the three lift stations. ISS has maintained an excellent working relationship with Brevard County Utility Services throughout this project and similar projects for Brevard County.

c) Project Owner's representative name, address and phone number:

Mr. Jim Helmer, Utilities Director,  
2725 Judge Fran Jamieson Way, A213,  
Viera, FL 32940  
(321)633-2091

d) Project user agency's representative name, address and phone number:

Mr. Jim Helmer, Utilities Director,  
2725 Judge Fran Jamieson Way, A213,  
Viera, FL 32940  
(321)633-2091

e) Date project was completed or is anticipated to be complete:

Indian River Isles Phase 1, 2, and 3 engineering design and permitting completed in 2018  
Indian River Isles Phase 1 Construction anticipated to be complete in 2018 and Phase 2 and 3 Construction including project startup and final closeout anticipated to be complete in 2019.

f) Project manager and other key professionals involved and specify the role of each:

Brian Stahl - Principal-in-charge and leading Funding Assistance  
Tom Vill - Project Manager





Kiran Kulkarni - Lead Design Engineer and Engineer of Record  
Mark Mueller – Project Design  
Marc Neihaus, PE – Structural Engineer  
Steve Burwinkel, PE – Modeling Engineer  
Casey Coffey, PE – Project Engineer and Permitting on Project

g) Challenges and lessons learned from the project

Project design of the contract documents was set up to allow one side of the street to be constructed at a time to give the residents access in and out of each phase of the community and to work around the heritage trees in the area.

Also the phasing of the project in design to meet the construction contract needs had to be completed so that South Phase 1 master lift station and trunk force main was completed to receive the future phase system construction of Central Phase 2 and North Phase 3.





## **B. 2. PROVIDE NAMES AND DESCRIPTIONS OF PROJECTS FOR WHICH THE FIRM IS PRESENTLY UNDER CONTRACT THAT DEMONSTRATE CAPABILITIES AND QUALIFICATIONS FOR THIS WORK CATEGORY.**

1. **Project Name:** Brevard County Indian River Isles Septic to Sewer System – North, Central, South Phases  
Brevard County, Florida **[Septic to Sewer Example]**

**Project Description:** ISS is the prime firm responsible for aerial drone and engineering surveying, modeling, engineering design, permitting, bidding, and engineering services during construction on this Indian River Isles Septic to Sewer project. This project is designed to alleviate septic contamination to the Indian River Lagoon. This project is designed to serve the 400 residents (160 sewer connections) in three areas of the Indian River Isles Community. The project design will include a master pump station and 11,000 LF of transmission force main, 10,000 LF of gravity sewer collection system, three lift stations, the residential sewer connections and abandonment of the septic tanks. Construction shall be in three separate phases and the gravity sewer shall be on one side of the road at a time, to allow access by the residents. There are brackish water canals in the community directly connected to the Indian River Lagoon. Funding for this project will come from the Save Our Indian River Lagoon (SOIRL) Grant Program.

2. **Project Name:** City of West Melbourne Sylvan Drive Septic to Sewer System  
West Melbourne, Florida **[Septic to Sewer Example]**

**Project Description:** ISS is the prime firm responsible for engineering surveying, use of LIDAR, feasibility study, engineering design, permitting, bidding, and engineering services during construction on this Sylvan Drive Septic to Sewer project. This project is designed to alleviate septic contamination to the Indian River Lagoon. The project is designed to serve the Sylvan Drive residents in this City of West Melbourne Community. The project design will include construction of gravity sewer collection system, a lift station, the residential sewer connections and abandonment of the septic tanks. Construction shall be on one side of the road at a time to allow access by the residents. Funding for this project will come from the Save Our Indian River Lagoon (SOIRL) Grant Program.

3. **Project Name:** Brevard County West Cocoa Sewer System – Phases 1, 2, and 3  
Brevard County, Florida **[Phased Master Pump Station & Transmission Main, Lift Stations with Force Mains, and Gravity Sewer Example]**

**Project Description:** ISS is the prime firm responsible for aerial drone and engineering surveying, engineering design, permitting, bidding, and engineering services during construction on this 3 Phase Sewer project. This project is designed to expand, reroute and upgrade the Brevard County Sewer System in West Cocoa, FL. This project is designed to serve approximately 2100 sewer customers throughout the West Cocoa region. The **Phase 1** (Key Improvements) Project consisted of the master pump station and the master trunk force main to serve 2100 sewer customers. Two other large lift stations and force mains were completed in this Phase 1. **Phase 2** (West of I-95) Project consisted of 4 lift stations and force main. The **Phase 3** (East of I-95) Project consisted of 3 lift stations and force main, and a couple thousand linear feet of gravity sewer. The construction cost for this project is estimated at \$10,000,000 dollars. ISS is assisting Brevard County with the funding for this project which will come from the FDEP State Revolving Loan Fund Program.



### **B. 3. DESCRIBE THE FIRM'S PROCESS AND PROCEDURES FOR INSURING THAT CURRENT DESIGN STANDARDS, CODES, AND OTHER REGULATORY DIRECTION ARE UTILIZED BY STAFF IN PROJECT DESIGN FOR THIS WORK CATEGORY.**

The Infrastructure Solution Services (ISS) – Eutaw Team understands how important it is for us to beat the Leon County Project schedule and stay under budget. Our team also knows how important it is to complete this Woodville Sewer work in full compliance with the regulatory guidance from both the regulatory and funding agencies. The ISS-Eutaw Team knows we must always comply with the latest design standards and codes for our projects. The ISS-Eutaw Team has worked on projects for and in the City of Tallahassee, and we are very familiar with the City Water and Sewer Design Standards that will be used on this Woodville Sewer Project. Our Team will be led by Senior Project Managers and Senior Professional Engineers that are very familiar with the City Water and Sewer Standards and will use them in all aspects of this Woodville Sewer Project. The ISS Team process and procedures is to have these extremely qualified Senior Professionals on all aspects of every phase of this Woodville Contract. These Senior Professionals will:

1. Lead and make sure that the latest design standards, codes, and other regulatory direction shall be met on every aspect of this Woodville Sewer Contract.
2. Hold a Pre-Application Meeting with the Regulatory Agencies that have purview over all aspects of the Woodville Sewer Project to make sure the work is done in full compliance, correctly, the first time.
3. Ensure that our QA/QC program is applied by an Independent Senior Engineer that will review the team deliverables at every step of the contract.

The ISS-Eutaw Team has a QA/QC program with an Independent Senior Engineer that will review the team deliverables at every step in the project production to make sure that these deliverables comply with the standards, codes, regulatory direction and quality for an extremely successful Woodville Sewer Project.

### **B. 4. BASIC AND SPECIAL RESOURCES AVAILABLE FOR THE PERFORMANCE OF THE DUTIES THAT MAY BE ASSIGNED IN THIS WORK CATEGORY. EXAMPLES WOULD BE SPECIALTY SOFTWARE, EQUIPMENT, COMPUTERS, VEHICLES, ETC.**

The following are a partial list of Infrastructure Solution Services (ISS) special resources available for the performance of this Leon County Woodville Sewer Project. ISS maintains all of the equipment and software necessary to very successfully serve Leon County on this Woodville Sewer System Project.

- 1) Toyota Tundra Survey Truck
- 2) Survey Equipment:
  - a. Spectra SP80 GPS RTK Receiver
  - b. Spectra SP60 GPS RTK Receiver
  - c. Spectra Focus 35 Robotic Total Station
  - d. Spectra Ranger 3 Data Collector with SurveyPro Max Software
  - e. Nikon AE-7 Auto Level
  - f. Spectra Precision Laser Distance Meter
- 1) DJI Phantom 4 Pro Quadcopter Drone
- 2) All required Office Computer Equipment, Plotting, Printing/Copying/Scanning Equipment
- 3) Specialty Softwares:
  - a. ESRI ArcGIS Desktop v10.6.
  - b. ESRI ArcGIS Pro v2.1
  - c. ESRI Spatial Analyst v10.6





- d. QGIS (Quantum GIS) Version 2.18
- e. Aerial Photogrammetry Software
- f. Autocad Infrastructure Suite 2017
- g. Autocad 2017, 2018
- h. Autodesk (Civil 3-D)
- i. Bentley WaterGems v8i (SELECTseries6)
- j. Bentley WaterCAD v8i (SELECTseries6)
- k. Bentley SewerCAD v8i (SELECTseries5)
- l. ICPR/SWMM for Stormwater Modeling
- m. BioWin Process Modeling and Inhouse Simulations for Wastewater Process Modeling
- n. MODFLOW for Groundwater Modeling
- o. Groundwater Vistas V6 for Groundwater Modeling
- p. MT3D for groundwater contaminant transport modeling
- q. SEAWAT v4 for saltwater intrusion modeling
- r. ArcNLET for Nitrate Load Estimation
- s. Microsoft Office Professional 2013 and 2015
- t. BlueBeam Version
- u. Nitro Pro Version 9.5
- v. Adobe Acrobat Pro Version 10.1.16
- w. Adobe Photoshop Version 5, 6, & Creative Cloud





## C. WILLINGNESS TO MEET SCHEDULE AND BUDGET REQUIREMENTS

The Infrastructure Solution Services (ISS) – Eutaw Team understands how important it is for us to meet and even beat the Leon County Project Schedule and Budgets so that our Client, the County can feel the success and the commitment we make as you work with the ISS-Eutaw Team on this important Woodville Sewer System Project. The ISS-Eutaw Team has looked at the funding deadlines and we are very confident that we will complete both the Phase 1 and Phase 2 Projects ahead of Schedule. For Phase 1 [Master Pump Station and Transmission Main] we will complete the engineering by xx eight months ahead of this scheduled May 31, 2019. For Phase 2 [entire Central Sewer System by May 31, 2020] ahead of the schedule (See the attached ISS-Eutaw Project Schedule). The ISS-Eutaw Team embraces the liquidated damages at a \$1,000 per day as we are absolutely committed to Leon County on this contract and will beat your schedule with engineering design work that comes in under project budgets.

The ISS-Eutaw Team guarantees Leon County we will meet this schedule for the following four (4) key reasons:

- 1) Both ISS and Eutaw have completed/currently work on very successful State Grant Funded Sewer Projects just like this Woodville Sewer Project! We have completed a significant number of projects that have funding from State Programs like the Water Management Districts, FDEP, and other programs. Similar to this Woodville Sewer Project, all of these projects have funding deadlines with interim milestones that our team has and will continue to meet. We have reviewed the grant documentation, understand the schedule and budget requirements, and we will not bring issues... we will deliver solutions for Leon County.
- 2) ISS Key Staff that are completely available and committed to Leon County! ISS recently opened a Northwest Florida Office led by Mr. Marc Neihaus, PE our Leon County Woodville Project Manager and Mr. Michael Chase, PE, our Leon County Woodville Senior Lead Engineer. These key ISS Team Members now working for ISS in Tallahassee are completely available every day to work on this Woodville Sewer Project. In addition, Mr. Neihaus and Mr. Chase are supported by the strong team of ISS-Eutaw Senior Wastewater Engineers that are committed to this Woodville Sewer Contract.
- 3) ISS and Eutaw Team Members have worked together going back over 20 years! Mr. Marc Neihaus, PE and Mr. Michael Chase, PE, both work at ISS and worked for Eutaw in their Eutaw Tallahassee Office. in a prior firm. The ISS-Eutaw Team looks forward to running this Leon County Woodville Project from the ISS-Eutaw Project Office located at 2822 Remington Circle, Tallahassee, FL 32308. ISS and Eutaw are a team of Senior Wastewater Professionals that have many years working together and understand success.
- 4) ISS-Eutaw Schedule and Budget Project Control practices and measures! These control practices will update Leon County on project status and ensure we meet the project deadlines. This ISS-Eutaw Team project control is based around a focus on project planning, management, and project tracking in providing this Woodville Sewer project within the Leon County's budget and on schedule. Project management both internally and externally begins in the planning phase, at the start of each project. ISS's approach to the scope of work for Leon County includes complete communication and understanding of the County's desired project resultant and documentation of this scope of work. The ISS-Eutaw Team prides ourselves on planning projects well, committing to these schedules with our clients, and then delivering these projects on time.

The ISS Team has worked on a number of similar local government continuing contracts and ISS has regularly scheduled project status and review meetings to maintain schedule accountability. This status meeting process along with review of corporate financial and network communication systems ensures project accountability. This early effort, with a high level of communication, results in a quality product for our client the first time. ISS has found that this extra effort upfront will result in an extremely successful project for our clients and our firm. ISS Project Managers, are utilizing the scheduling and staff resourcing software capabilities of Microsoft Project®, and will use this software for this contract



unless the County requests a different means of scheduling. ISS will update this schedule and provide this file to the County. This will allow the County to have accurate, and up-to-date project scheduling and status information for their records, and County Management.

These Leon County Woodville Project schedule control methods, along with budget tracking allow ISS project managers to evaluate the status of their project quickly, and make the needed adjustments to meet or beat our client's schedules and budgets. Our ability to continuously meet our client's schedules and construction budgets with our design has resulted in ISS's success in serving local governments. The ISS Team is committed to accountability and successful delivery of this Woodville Sewer Project ahead of schedule and within budget for Leon County.

### **ISS RECENT ABILITY TO MEET SCHEDULE AND BUDGET REQUIREMENTS ON SEWER PROJECTS**

Infrastructure Solution Services (ISS) has consistently performed similar sewer contracts within time and budget, and without any issues for our clients. Our ISS Team has a proven track record of providing innovative, cost-effective solutions to our clients' sewer projects within their budget and schedule under similar grant funded contracts. That track record is demonstrated in the projects highlighted below in Table C-1 below, which is a summary of ISS Wastewater Collection projects delivered for Brevard County Utility Services Department (BCUSD). This table summarizes the ISS designed project bid results versus the BCUSD CIP Budget for several projects in the last few years. These are projects similar to the Leon County lift stations in the Woodville Sewer Project, and ISS has delivered these seven lift station and force main projects ahead of schedule and at \$1.24 million dollars below the BCUSD CIP budgeted values.

**TABLE C-1. ISS Cost Savings on BCUSD Wastewater System CIP Budgets**

		Based on Bids or Engineer's Cost Estimate	BCUSD Project Budget		BCUSD Infrastructure Asset Evaluation 2013		
No.	Project	Total Project Amount	Total Project Amount	% Savings	Total Project Amount	% Savings	Amount Savings
1	Lift Station C-16	\$251,300	\$366,000	31%	\$366,000	31%	\$114,700
2	Lift Stations N-03 & N-06	\$648,000	\$787,420	18%	\$740,000	12%	\$92,000
3	Lift Station T-16	\$1,327,630	\$1,485,000	11%	\$1,352,000	2%	\$24,370
4	Lift Station T-25	\$710,167	\$1,087,000	35%	\$1,488,000	52%	\$777,833
5	Lift Station C-12	\$237,280	\$433,000	45%	\$300,000	21%	\$62,720
6	Lift Station T-14	\$332,100	\$350,000	1%	\$349,000	1%	\$16,900
7	Lift Station T-26	\$148,450	\$150,000	1%	\$301,000	51%	\$152,550
	<b>Total</b>	<b>\$ 3,654,927</b>			<b>\$ 4,896,000</b>	<b>25%</b>	<b>\$1,241,073</b>



## **SCHEDULE FOR COMPLETION WITHIN THE GRANT PERIOD**

An 11" x 17" Gantt chart is attached on the following two pages. If the 11" x 17" size is difficult to view, the chart can also be opened from the PDF accompanying this document. The PDF may afford a larger view.

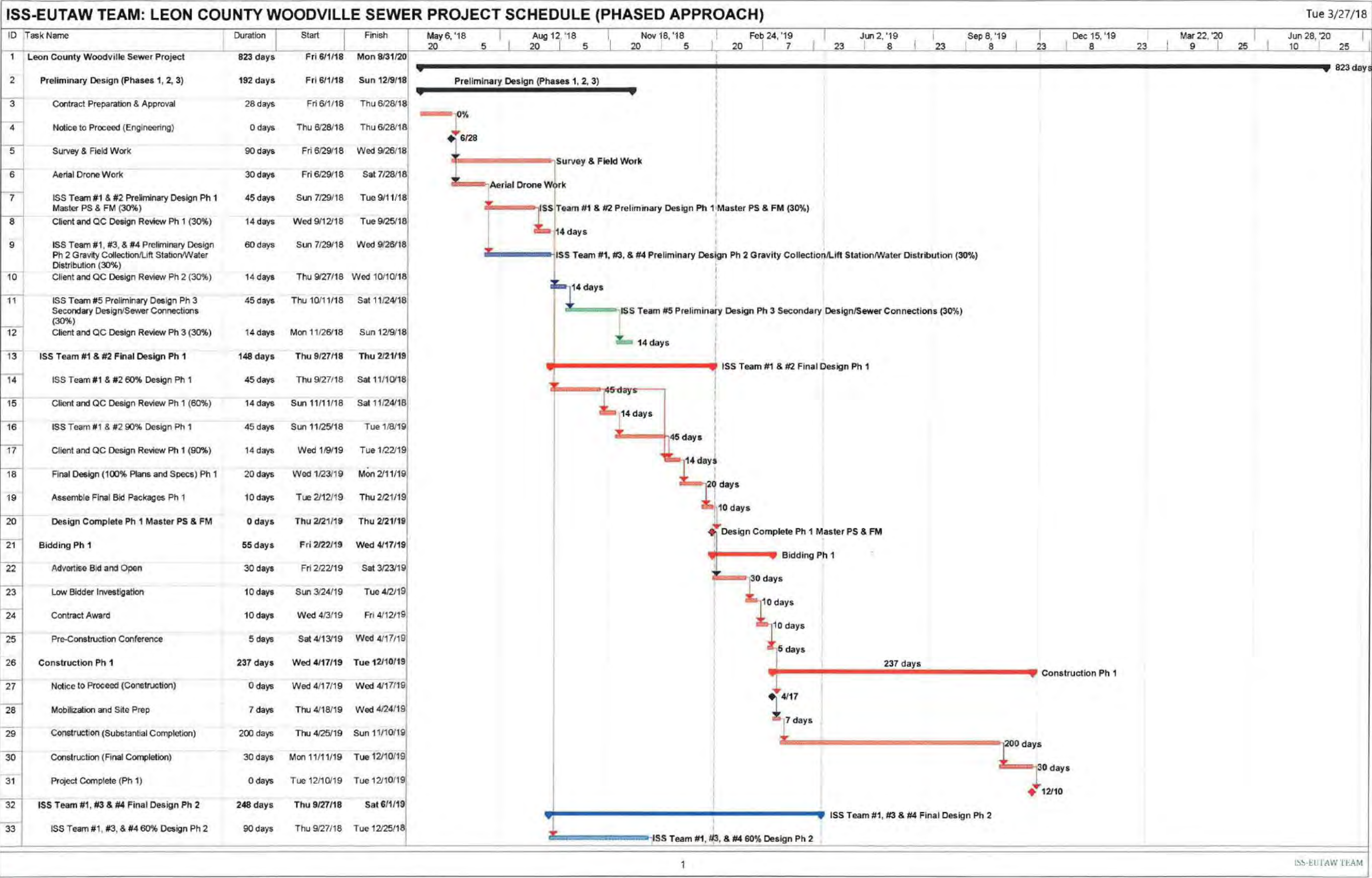
This schedule is based on a start date of June 1, 2018; and we realize that a later start date may occur. The end date could be adjusted accordingly.



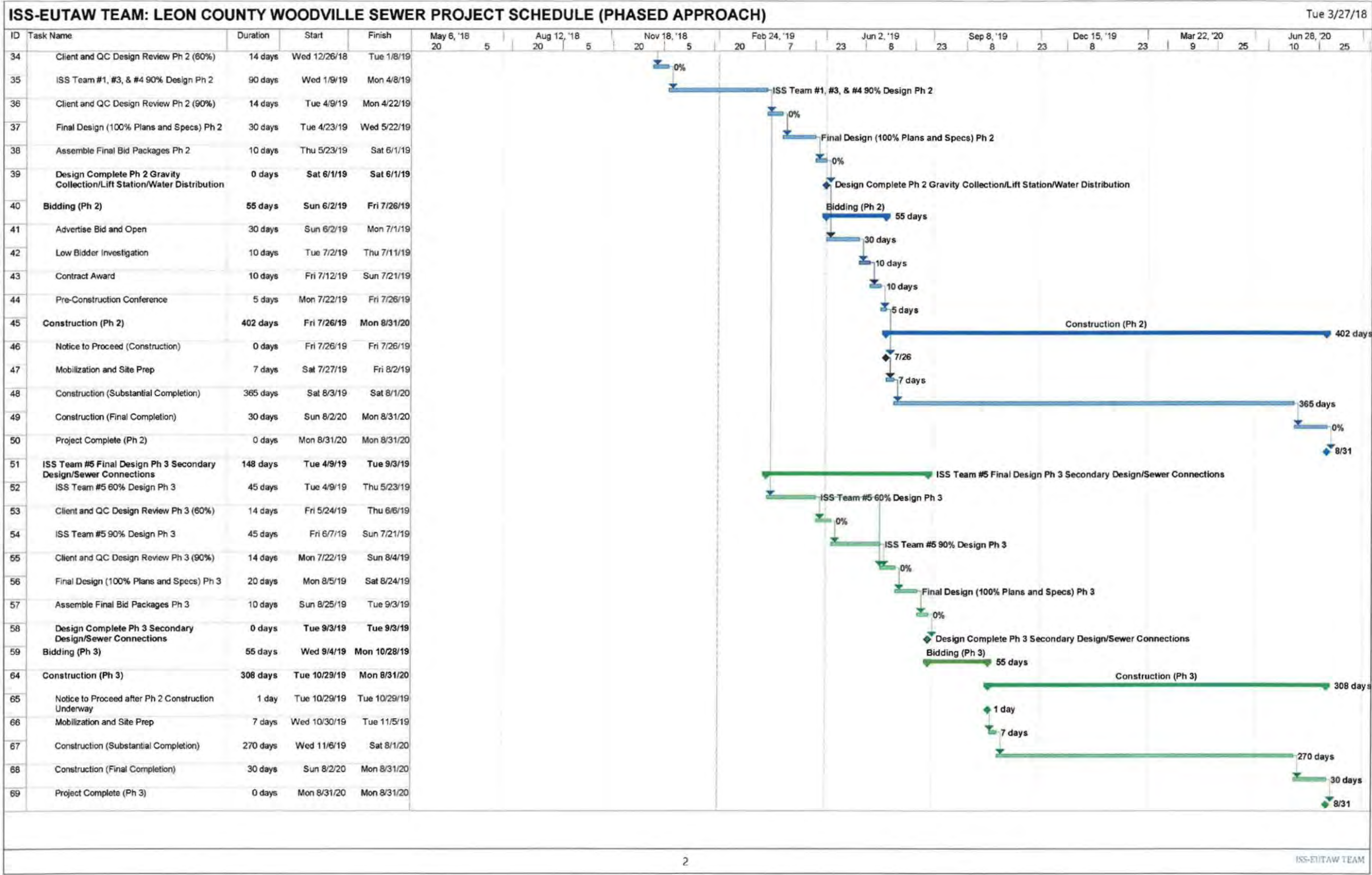
Exhibit B - Vendor Response  
Civil Engineering Services, Woodville Sewer System Project

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## D. EFFECT OF FIRM'S RECENT, CURRENT AND PROJECTED WORKLOAD

### 1\_ -- NAMES AND DESCRIPTIONS OF PROJECTS THAT LIST THE CURRENT AND PROJECTED WORKLOAD OF TEAM MEMBERS INVOLVED IN THIS PROJECT.

The following are ISS Projects being completed by the ISS Team Members assigned to work on the Woodville Sewer Project. The ISS Team has reviewed our workload and we are confident in our ability to complete the Woodville Sewer Project prior to the Water Management District grant schedule deadlines. Based on the contracted projects percentage completion, ISS Team Members are very available to serve on this Woodville Sewer Project.

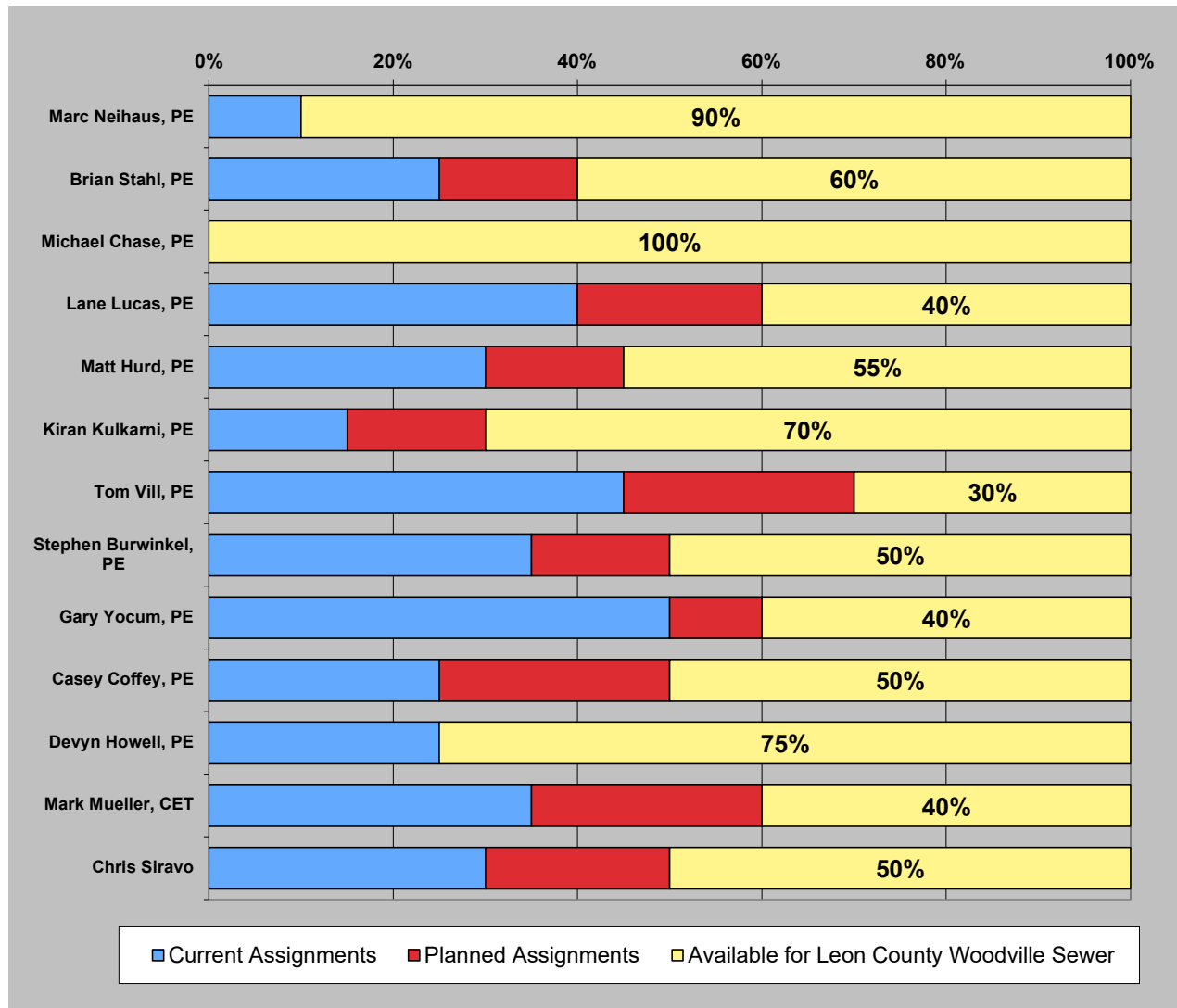
Projects Currently under Contract Client & Project Name	Personnel Assigned	Project Stage of Completion	Percent Complete (%)	Anticipated Completion Date	Status Relative to Completion Schedule
<b>Brevard Co Sykes Creek WRF Reuse System Improvements</b>	Clayton McCormack, Steve Burwinkel	Final Design	30%	<b>07/30/18</b>	Ahead of Schedule
<b>Brevard Co LS T-26 &amp; T-14</b>	Kiran Kulkarni	ESDC	75%	<b>04/30/18</b>	Ahead of Schedule
<b>Brevard Co LS T-38 &amp; FM</b>	Kiran Kulkarni, Tom Vill,	ESDC	75%	<b>04/30/18</b>	Ahead of Schedule
<b>Brevard Co West Cocoa Sewer</b>	Tom Vill, Casey Coffey	Final Design	80%	<b>06/30/18</b>	Ahead of Schedule
<b>Brevard Co Indian Rvr Isles (Zone C) Septic to Sewer</b>	Tom Vill, Casey Coffey	Prelim/Final Design	15%	<b>09/30/18</b>	Ahead of Schedule
<b>Cocoa Shoreline Stabilization</b>	Tom Vill, Casey Coffey, Marc Neihaus	Final Design	50%	<b>04/15/18</b>	Ahead of Schedule
<b>Dade City Tank Hill Study</b>	Steve Burwinkel, Devyn Howell	Evaluation & Permitting	80%	<b>06/30/18</b>	Ahead of Schedule
<b>Melbourne Grant St WRF Upgrades &amp; Conversion to AWT</b>	Tom Vill, Clayton McCormack, Kiran Kulkarni	Final Design	60%	<b>09/30/18</b>	Ahead of Schedule
<b>Melbourne WTP Master Plan (Jacobs)</b>	Brian Stahl,, Steve Burwinkel	GIS/Preliminary Engineering	85%	<b>04/30/18</b>	Ahead of Schedule
<b>Palm Coast Biosolids Eval Study</b>	Brian Stahl, Clayton McCormack	Evaluation	90%	<b>05/30/18</b>	City Equipment Visits
<b>Sarasota Osprey Resurfacing/ Utilities</b>	Mark Mueller, Brian Stahl, Devyn Howell	Final Design	95%	<b>04/30/18</b>	Ahead of Schedule
<b>St. Lucie West 20" Water Pipeline Design</b>	Kiran Kulkarni, Tom Vill,	Bidding	90%	<b>07/30/18</b>	Hold waiting on Property Acquisition
<b>St. Lucie West Main Irrig PS Rehab</b>	Kiran Kulkarni, Marc Neihaus	Final Design	95%	<b>04/15/18</b>	On schedule
<b>West Melbourne Greenboro Force Main</b>	Tom Vill, Casey Coffey	Final Design	70%	<b>04/30/18</b>	Ahead of Schedule
<b>West Melbourne Sylvan Dr Septic to Sewer</b>	Casey Coffey, Mike Horne	Final Design	35%	<b>04/30/18</b>	Ahead of Schedule



## 2. --DESCRIBE THE FIRM'S ABILITY TO MEET THE COMPRESSED DELIVERY SCHEDULE DUE TO GRANT CONSTRAINTS OF PROJECT DESIGN COMPLETION BY MAY 31, 2020.

The ISS – Eutaw Team has the capacity in our staffing to serve this Leon County Woodville Sewer Contract very successfully for completion by May 31, 2019 for Phase 1 and May 31, 2020 for Phase 2 entire Project. ISS has recently brought two Senior Wastewater Professional Engineers into the Northwest Florida Region and 2 Other Production Staff so we have dedicated capacity necessary to serve Leon County on this Woodville Sewer Project. Below is a chart that indicates the workload availability of the ISS Team and how the Leon County Woodville Project work could will fit in the Capacity of our ISS Team Staff. This Workload chart shows Blue for Current Assignments and Red for Planned Assignments. The Yellow chart indicates the percent Available for Leon County and is the amount of ISS - Eutaw Staff time to serve the Woodville Sewer contract. As you can see the ISS Team is very available to fit the Leon County Woodville Sewer workload into the ISS current workload. This staff availability means that Leon County will get the service and expertise from ISS that you deserve.

### The ISS-Eutaw Team Current Workload Availability to Serve the Leon County Woodville Sewer Project







## **E1 LEON COUNTY LOCAL PREFERENCE ORDINANCE**

The Leon County Local Preference Ordinance is not applicable to this project.

## **E2 LOCATION WHERE PROJECT TEAM WILL PREDOMINANTLY RESIDE; AND THE PLAN FOR ENSURING COMMUNITY INVOLVEMENT AND ON-SITE VISITS WITHOUT SIGNIFICANT TRAVELING EXPENSE INCREASE:**

The site visits and majority of the work will be executed from the ISS-Eutaw Team Project Office at 2822 Remington Green Circle, Tallahassee, FL 32308. This office is also the permanent office location of Eutaw, Inc. where Marc Neihaus, PE and Michael Chase, PE previously worked.

### ***ISS-Eutaw Team Members Residing in Leon County:***

#### Infrastructure Solution Services

Marc Neihaus, PE  
Michael Chase, PE

#### Eutaw

Lane Lucas, PE  
Matt Hurd, PE

#### Florida Environmental & Land Services, Inc.

Elva Peppers  
Anna Wickman  
Roger Durham, P.G.

#### O'Neal Surveying

Michael W. O'Neal, P.S.M.  
Mary E. O'Neal, P.S.M.

#### Ardaman & Associates

Michael Wilson

### ***The Plan for Ensuring Community Involvement and On-Site Visits Without Significant Traveling Expenses Increase:***

Infrastructure Solution Services (ISS) team will not charge its travel expenses from outside the County into Leon County for this Woodville Sewer Contract.

ISS Team Members have provided Community Involvement and Public Participation on several similar sewer system projects. Aspects of community involvement will be completed by ISS-Eutaw local management team and will be well-coordinated with Leon County.



## F. APPROACH TO THE PROJECT

### F1. APPROACH TO DESIGN AND PERMITTING

#### *Collection System:*

The ISS-Eutaw strategy for completing the Woodville Sewer project is to put five separate teams on the project working concurrently when possible. One of the individual teams is the Collection System Team. The initial effort of the design process will be to verify the proposed basins and the most efficient collection scheme within each basin. One of the senior ISS staff members that will be assigned to the project, and lead the Collection System Team is Mr. Stephen Burwinkel, P.E. A significant portion of his Master's degree work encompassed integrating hydraulic systems within GIS data bases. The tools he routinely employs for his work are; QGIS (Quantum GIS), ESRI Spatial Analyst, Bentley WaterGems, and Bentley SewerCAD and these are the resources and expertise we will apply to the Woodville Sewer Project.

Mr. Burwinkel and other members of our team analyzed the current Base Map drawing and it became apparent to us that there are potential issues that need to be resolved. To get a better understanding of the design considerations, we overlaid the service area on both the Depth to Water Table and Leon and Wakulla County Soils maps (attached, page F6-F11). Our purpose was to get an understanding on the constructability implications of the current Master Plan Overview. What we discovered in general was that more lift stations may be required. In particular, the termination of the 4,430-foot gravity line at Pump Station Four will likely be near 20 feet in depth which would place it in the water table which would require a large trench box at a minimum, or shoring and significant provisions for de-watering.

Mike Wilson, P.E. our Geo-Technical Engineer, encountered shallow rock formations near Woodville Elementary School which is an issue ISS will help solve. It has been our experience that proposing gravity sewer systems within FDOT rights-of-way can be challenging, so ISS looks at all options. Try as we may, our proposed gravity main in SR 471 was denied even though it only required one man-hole that was sited just off the right-of way line.

All applicable permits and their requirements will be identified and tabulated. An important aspect of this process is siting the stations and pipe routes so they make sense hydraulically and will not violate any permit conditions. Once the stations have been established, the pipe design will be governed by right-of-way constraints, wetland and sensitive environmental conditions, sub-surface soil data, karst information and water table data. City of Tallahassee Utility Standards will be adhered too as well as industry best management practices.

#### *Transmission system*

Phase I of the project is the design, permits and bid documents for the Master Pump Station (MPS) and force main (FM) tie in at Capitol Circle. There are a couple of big considerations for this effort. The first is a good location for the MPS. It will require three phase power, good access and provisions for aesthetics odor control and security. Based on our preliminary calculations using 1,500 private and 16 commercial connections, the station will likely require three (3) 40- to 50-horsepower pumps and a 10 to 12-foot diameter wet well. An adequate layout would be a fence enclosed foot print of about 2,000 square feet along with the access. The next big area of concern is the FM route.

Leon County has done an excellent job of preparing a system overview however it is incumbent on all involved to scrutinize the FM route for safety, economy and operation and maintenance considerations. The best route is probably not up the Woodville highway. I'm certain staff involved in the project to this point considered placing the FM in the utility easement running through the forest to the west of, and parallel to SR 363. Currently the easement may have restrictions that prohibit underground utilities however in the interest of the above-mentioned considerations, all efforts should be made to explore the possibility of obtaining a variance or permission to occupy it for our FM. ISS Eutaw Team would like to use aerial drome photogrammetry to expedite some of our preliminary design and quickly develop solutions for this alternative.

Fundamental FDOT criteria for placement of a utility in their right-of-way is that it be located as far outboard on their property as possible. The east side of 363 is densely populated with power lines. On the west side is the St. Marks Bike trail, which would be expedient but an inconvenience to the public and potential safety issues.





Based on our preliminary investigations, for the likely pipe diameter of 12 inches, a prudent spacing for the isolation valves is between 1,200 and 2,400 feet which means there would be around 10 valves in the SR 363 right-of-way that potentially could be run over causing a disastrous fracture in the line and subsequent spill. A directional drill through the bike trail would be a great way to install the line but at a far greater cost.

With regard to the above concerns, our firm is not only well versed in sound engineering practices but sensitive to infrastructure serviceability, constructability, and public safety as well. Many satisfied pump station and force main clients will verify this claim.

## **F2. INTERLOCAL AGREEMENT**

An interlocal agreement for the provision of sewer service to Woodville Rural Community is being drafted for approval by the City of Tallahassee and Leon County in the spring of 2018.

Currently there is COT water services in the Woodville community. Best management practices would dictate that all parcels served by sewer should also be served by metered water. Providing COT water service along with sewer hook-ups will be the overreaching design criteria for this project. The interlocal agreement should address both sanitary sewer and potable water issues.

## **F3. SPECIAL CONSIDERATIONS FOR PRIVATE ROADS**

Identifying all private roads and describing utility easements is an activity that should begin as early as possible in the project. We would propose the survey work to accomplish this be ran concurrent with the survey work necessary for Phase I MPS and FM route. Our surveying team has both the capacity and the expertise to successfully execute this approach. Legal descriptions for easements is one of Mr. Mike O'Neal's specialties. The Leon County Legal staff will find him thorough and very responsive.

## **F4. CONSIDERATIONS FOR PRIVATE WELLS**

The ISS/Eutaw Team strategy will be to assign five teams, working concurrently, on the Woodville project:

- Team 1 - Pumping station design, configuration and permits.
- Team 2 - Force Main transmission lines and permits
- Team 3 - Gravity sewer collection system and permits.
- Team 4 - Potable water distribution and permits.
- Team 4 - "Secondary Design" (water and/or sewer design and specifications for connection work on private parcels)

The water distribution team will design mains and extensions for all parcels that currently do not have City sewer or water. The guiding document for this effort will be the latest version of the COT "Engineering Design Manual for Water and Sewer Facilities."

One approach our Secondary Design Team intends to discuss with our Leon County Teammates is preparing separate bid documents which cover all work on private property. That way, we could phase the activity within the overall project phases. Part of the scope of this work will ensure that no well cross connections are made, proper line separation is established and septic tank abandonment inspections are performed and logged. Additionally, we could exercise greater control of schedule without dictating "ways and means" which might be the case should one prime contractor bid on the entire project. Even if one contractor gets both the primary design and the secondary design work, if they were separate contracts and bidding processes, the County could have tighter control over budget, risk mitigation and schedule.





## **F5. DESIGN APPROACH FOR THE SECONDARY DESIGN**

As outlined in section F4 above, the ISS-Eutaw approach will be to assemble a dedicated team to design and specify all activity to occur on private or public property outside of public rights-of-way or easements. We propose to begin this work early in the project building the specification book and standard details. One method that was successful for us in the past was a notification sent to all effected residents that that identified a bracket of time technicians will be wheeling measurements and logging tank and well locations on their property. Similar activity was done by our team in the City of St Marks where the technicians were identified by color coded safety vests and badges of authorization issued by the City. In the interest of time the data collected by technicians could start shortly after the notice to proceed. It is conceivable that the plans, specs, and bid documents could be the second work product drafted after Phase I. As stated previously it will be essential to have progress on most of the scope to meet the schedule provided in Section C. We do not have the luxury to have many scheduled phases of an extended sequence of work. The majority of it must occur concurrently, and that is why ISS has 5 project teams identified.

## **F6. DESIGN CONSIDERATIONS FOR MODIFICATION / ABANDONMENT OF EXISTING WOODVILLE SCHOOL PACKAGE TREATMENT PLANT**

The most common types of package plants are extended aeration plants which the Woodville school plant appears to be. They consist of tanks made of various materials (usually steel) that are compartmentalized into flow equalization, aeration, clarification, disinfection, and sometimes aerated sludge holding/digestion segments. There is a regulatory approval process administered by FDEP for the abandonment of package treatment plants. Members of our team have successfully navigated this process for clients in the past, some in Northwest Florida District of FDEP.

It is conceivable that the existing pumps would be sufficient to pump the influent from a converted compartment in the plant to a man hole on Natural Bridge road. Alternatively, the Leon County School board should be delighted to abandon the existing system and all the obligations inherent in running a plant in favor of a new lift station which connects to a manhole in Natural Bridge road. If the new lift station is the preferred alternative, the influent would be intercepted before the tanks into a new wet well where it would be pumped to the manhole. The remaining tankage would be abandoned in place per the FDEP's approval process.





## **F7. CONSIDERATIONS OF PHYSICAL AND NON-PHYSICAL CONSTRAINTS FOR DESIGN AND CONSTRUCTION**

There are physical and non-physical constraints that will be encountered during design and construction of the Project. The engineering design process would be remiss if it were not mindful of issues relating to constructability. The physical constraints of the project in most cases will impact both the designer and the contractor.

They are as follows:

- **Flat Terrain.** This has implications for the depth of gravity lines given the scope of the project as well as the necessity for drainage provisions during construction and final restoration.
- **High Water Table.** This presents problems for pipe installation and raises value considerations on depth of gravity lines verses additional lift stations. It also relates to the drainage issues described above.
- **The Presence of Rock and Unknown Karst Features.** Our geo-technical sub-contractor, Ardaman and Associates, encountered rock three to six feet below ground surface in the vicinity of the storm water pond on the Woodville School property. In our discussions with their principle, Mr. Mike Wilson P.E., he anticipates encountering rock in a significant part of the project. Additionally, the Wakulla County Soils Map (attached pages F6-F11) shows a closed depression as well as a perennial wet spot adjacent to the proposed location of Pump Station number six.
- **The Proposed FM Route in State Road 363 Right of Way:** The FDOT requires that a utility be located as far outboard on their property as possible. The east side of 363 is densely populated with power lines. On the west side is the St. Marks Bike trail, which would be expedient but a public nuisance. A directional drill through the bike trail would be a great way to install the line but at a far greater cost.
- **Non-physical constraints** are perhaps one of the most significant challenges of the entire project. In particular there are at least two:

The idea that 1,500 individuals would agree and willingly cooperate in an activity that will ultimately result in a new and perpetual utility bill, will take effort by the County and ISS-Eutaw Team.

Part of this project is contingent on private entities, such as Home Owners Associations or individuals, reaching an amicable agreement on utility easements. In the absence of that, the process of eminent domain. The ISS-Eutaw Team will focus on these utility easements from the start of design to make sure they are attained quickly, as "time is of the essence."

Part of the consolation for these constraints is that the ISS-Eutaw Team has experience in public hearings, authoring easements, complicated designs, construction management, and expert testimony. We stand ready to meet the challenge.





## **F8. PRIVATE ROADS WITHOUT CITY'S UTILITY EASEMENT, & PHASE ONE PROJECT DESIGN FOR MASTER LIFT STATION AND FORCE MAIN**

### *Private roads without City's utility easement*

The ISS-Eutaw strategy to meet the schedules on this project is to create five separate design teams. One approach we would propose to our Leon County partners is to run the survey and easement identification/description work concurrently with the Phase I design effort. Our teams have the capacity to execute this approach. The objective would be to get the field product into the hands of the Leon County Legal Department as soon as possible. The lack of conveyance easements should not hinder the primary collection design activity; however, without the conveyance easements it will be difficult to finalize the time-sensitive connection work on private property. The prudent thing, therefore, would be to finalize all easements as soon as possible.

### *Phase one Project Design for master lift station and force main from master lift station to Capital Circle*

Phase I of the project is the design, permits and bid documents for the Master Pump Station (MPS) and force main (FM) tie in at Capitol Circle. There are a couple of big considerations for this effort. The first is a good location for the MPS. It will require three phase power, good access and provisions for aesthetics odor control and security. Based on our preliminary calculations using 1,500 private and 16 commercial connections, the station will likely require three (3) 40- to 50-horsepower pumps and a 10 to 12-foot diameter wet well. An adequate layout would be a fence enclosed foot print of about 2,000 square feet at a minimum. The next big consideration is the FM route.

It is incumbent on all involved to scrutinize the FM route for safety, economy, and operation and maintenance considerations. The best route is probably not up the Woodville highway. I'm certain staff involved in the project to this point considered placing the FM in the utility easement running through the forest to Capitol Circle. Currently the electrical power easement may have restrictions that prohibit underground utilities however in the interest of the above-mentioned considerations, all efforts should be made to obtain a variance or permission to use it for our FM. We acknowledge this is a re-statement of F1, but in our minds it is very important.

The requirement that utility lines be located as far outboard on FDOT property as possible is fundamental. The east side of 363 is densely populated with power lines. On the west side is the St. Marks Bike trail, which would be expedient but fan inconvenience to the public and potential safety issue. A directional drill through the bike trail would be a great way to install the line but at a far greater cost. A prudent spacing on the isolation valves is between 1,200 and 2,400 feet which means there would be around 10 valves in the 363 right-of-way that potentially could be run over causing a disastrous fracture in the line.

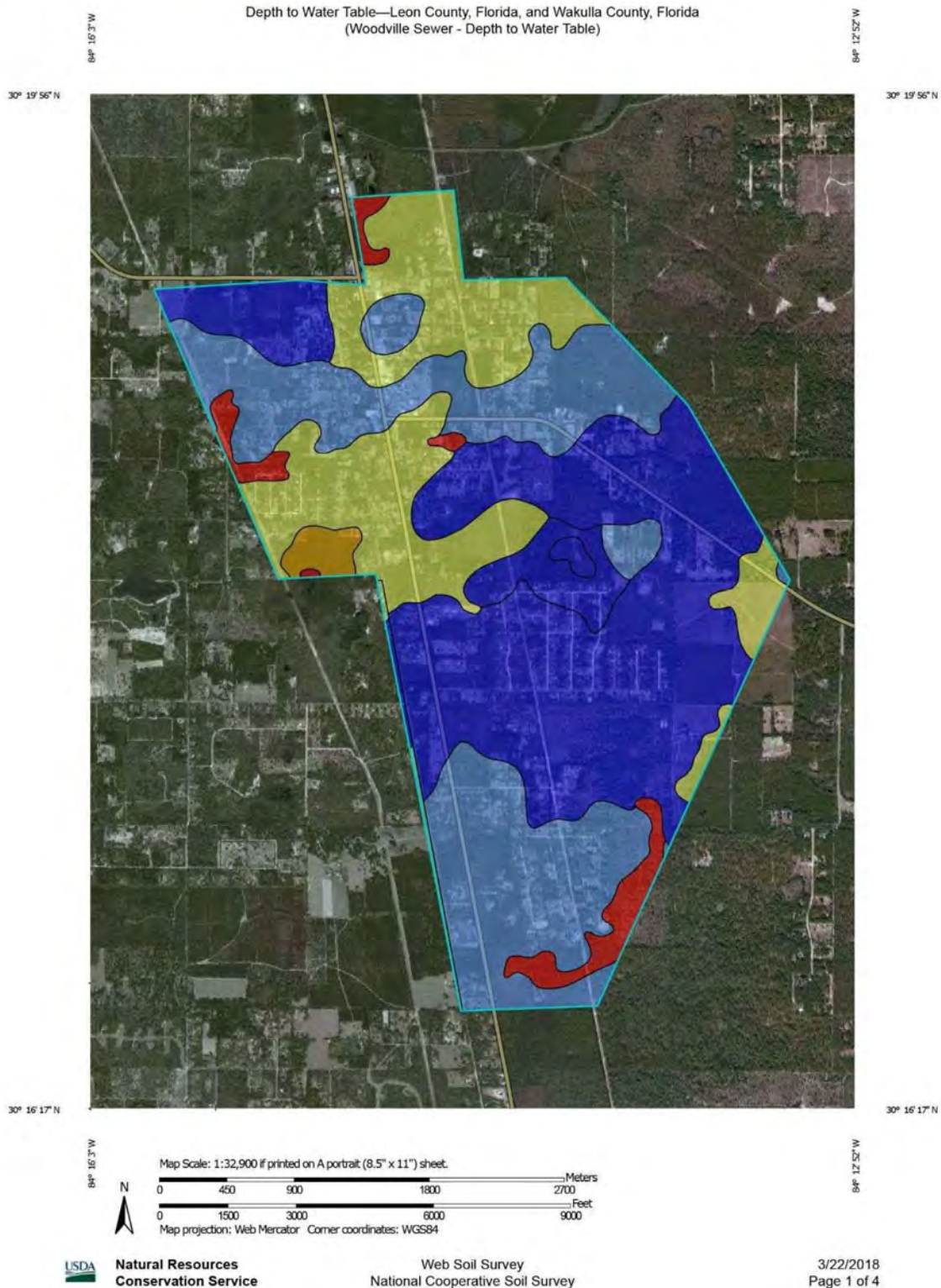
To finalize the best forcemain route, ISS may deploy our aerial drone to get initial topo data. We have the capability and software necessary to process large data files and the vertical accuracy is within three inches. This will greatly compress the required time to determine the preferred route and produce FM plans helping to alleviate schedule concerns in Phase 1.



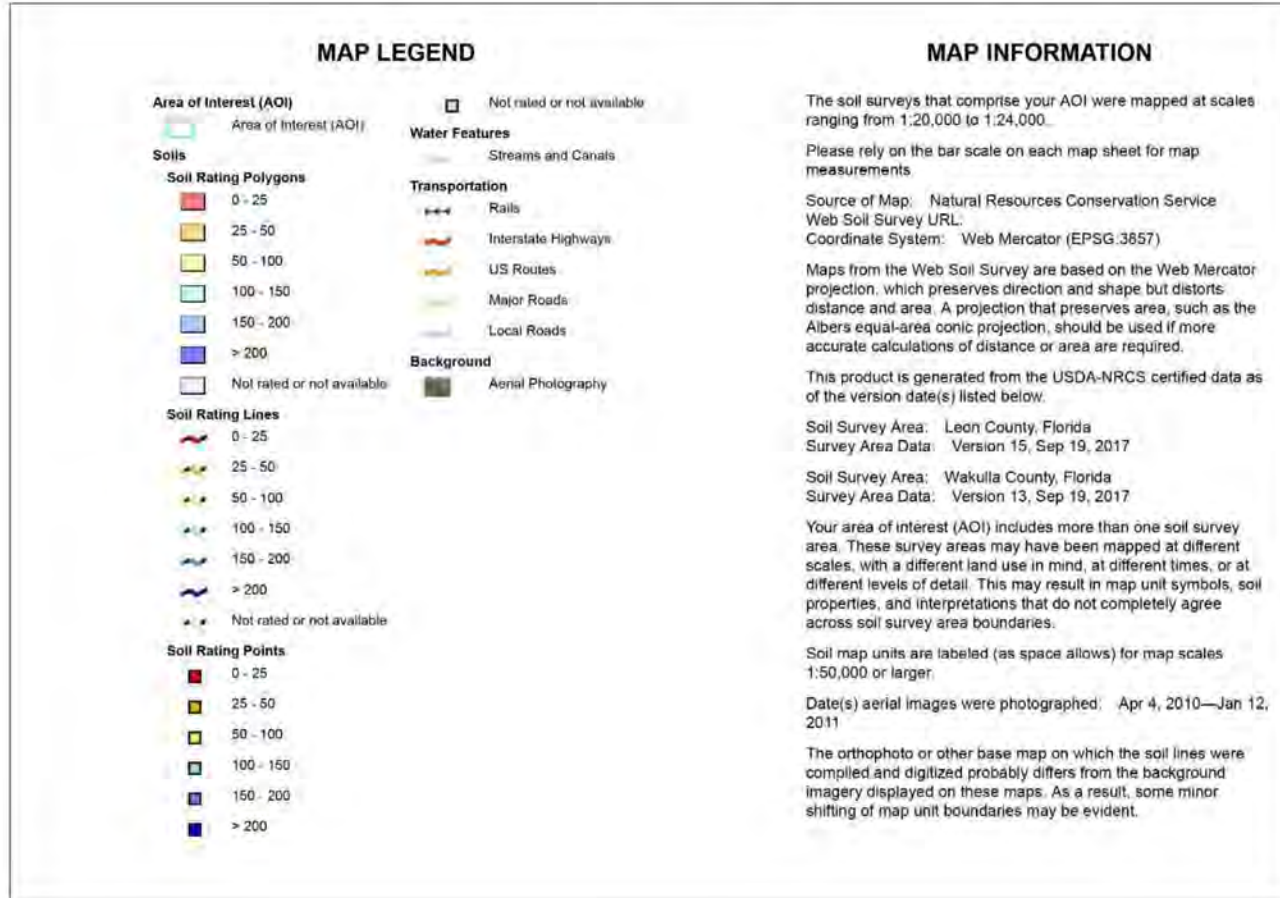


Exhibit B - Vendor Response  
Civil Engineering Services, Woodville Sewer System Project

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Depth to Water Table—Leon County, Florida, and Wakulla County, Florida  
(Woodville Sewer - Depth to Water Table)







Depth to Water Table—Leon County, Florida, and Wakulla County, Florida

Woodville Sewer - Depth to Water Table

## Depth to Water Table

Map unit symbol	Map unit name	Rating (centimeters)	Acres in AOI	Percent of AOI
3	Alpin sand, 0 to 5 percent slopes	>200	1,148.8	39.0%
5	Blanton fine sand, 0 to 5 percent slopes	168	865.9	29.4%
7	Chaires fine sand	31	35.1	1.2%
26	Lutterloh fine sand, 0 to 5 percent slopes	59	665.8	22.6%
39	Pelham fine sand	8	70.8	2.4%
40	Pits	>200	12.1	0.4%
41	Plummer fine sand	8	40.2	1.4%
44	Pickney soils, occasionally flooded	0	1.6	0.1%
48	Troup fine sand, 0 to 5 percent slopes	>200	91.5	3.1%
<b>Subtotals for Soil Survey Area</b>			<b>2,931.7</b>	<b>99.4%</b>
<b>Totals for Area of Interest</b>			<b>2,948.0</b>	<b>100.0%</b>

Map unit symbol	Map unit name	Rating (centimeters)	Acres in AOI	Percent of AOI
3	Lutterloh sand, 0 to 5 percent slopes	59	2.2	0.1%
4	Alpin sand, 0 to 5 percent slopes	>200	6.0	0.2%
47	Otela-Alpin fine sands, 0 to 5 percent slopes	137	8.1	0.3%
<b>Subtotals for Soil Survey Area</b>			<b>16.3</b>	<b>0.6%</b>
<b>Totals for Area of Interest</b>			<b>2,948.0</b>	<b>100.0%</b>

## Description

"Water table" refers to a saturated zone in the soil. It occurs during specified months. Estimates of the upper limit are based mainly on observations of the water table at selected sites and on evidence of a saturated zone, namely grayish colors (redoximorphic features) in the soil. A saturated zone that lasts for less than a month is not considered a water table.

This attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this soil property, only the representative value is used.



Natural Resources  
Conservation Service

Web Soil Survey  
National Cooperative Soil Survey

3/22/2018  
Page 3 of 4

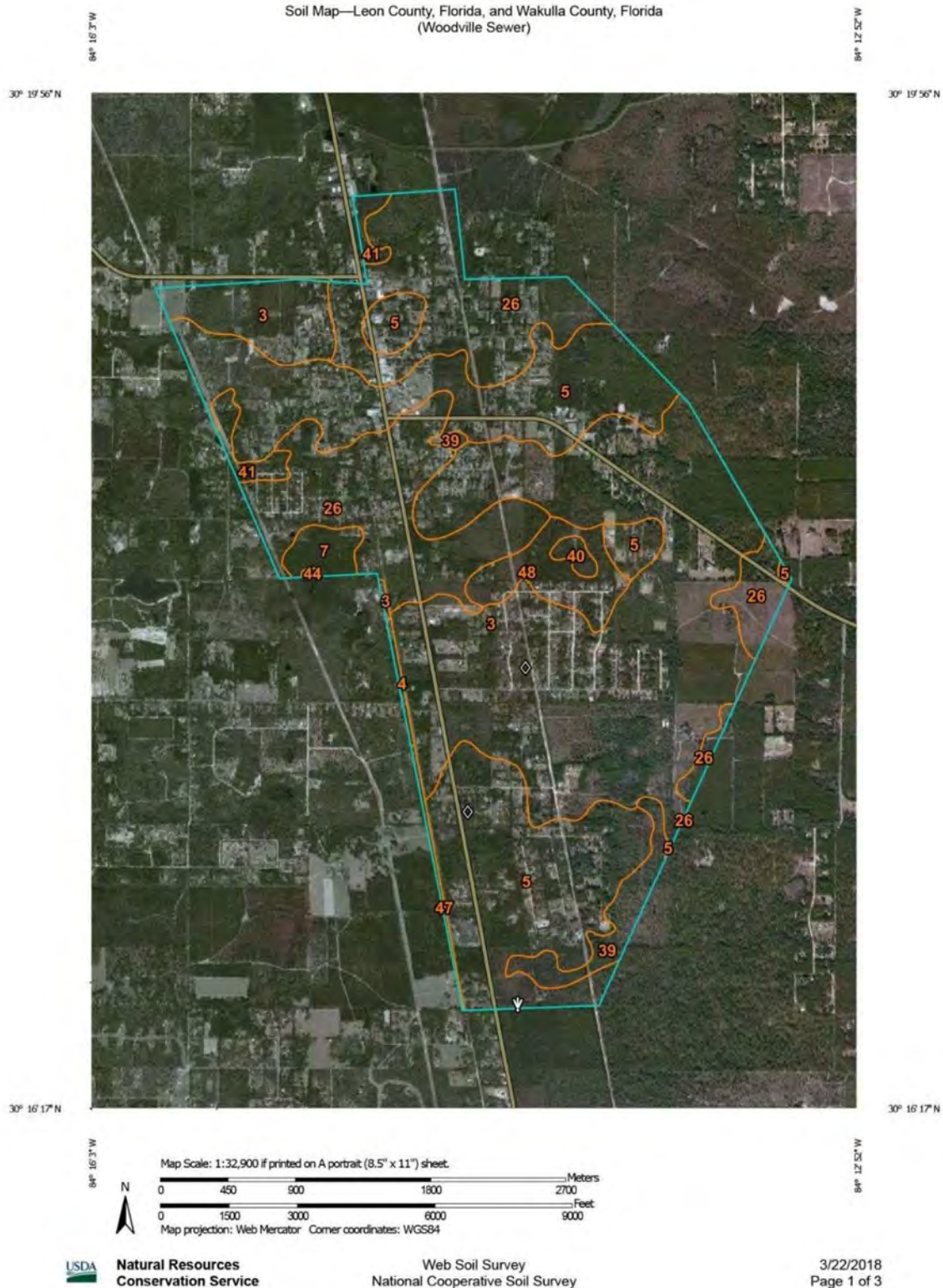


INFRASTRUCTURE  
SOLUTION SERVICES



Exhibit B - Vendor Response  
Civil Engineering Services, Woodville Sewer System Project

Attachment #1  
Page 159 of 173  
BC-03-29-18-14



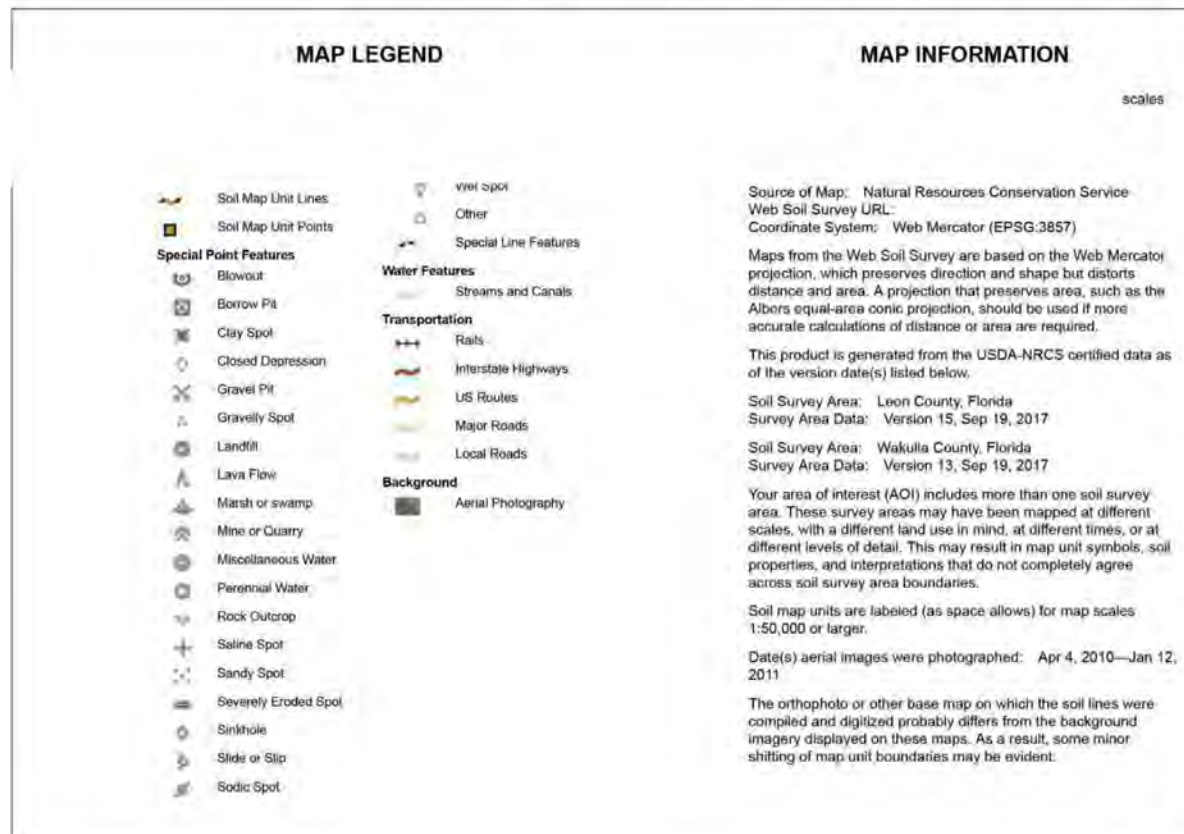
Soil Map—Leon County, Florida, and Wakulla County, Florida  
(Woodville Server)





Exhibit B - Vendor Response  
Civil Engineering Services, Woodville Sewer System Project

Attachment #1  
Page 161 of 173  
BC-03-29-18-14

Soil Map—Leon County, Florida, and Wakulla County, Florida

Woodville Sewer

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
3	Alpin sand, 0 to 5 percent slopes	1,148.8	39.0%
5	Blanton fine sand, 0 to 5 percent slopes	865.9	29.4%
7	Chaires fine sand	35.1	1.2%
26	Lutterloh fine sand, 0 to 5 percent slopes	865.8	22.6%
39	Pelham fine sand	70.8	2.4%
40	Pits	12.1	0.4%
41	Plummer fine sand	40.2	1.4%
44	Pickney soils, occasionally flooded	1.6	0.1%
48	Troup fine sand, 0 to 5 percent slopes	91.5	3.1%
<b>Subtotals for Soil Survey Area</b>		<b>2,931.7</b>	<b>99.4%</b>
<b>Totals for Area of Interest</b>		<b>2,948.0</b>	<b>100.0%</b>

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
3	Lutterloh sand, 0 to 5 percent slopes	2.2	0.1%
4	Alpin sand, 0 to 5 percent slopes	6.0	0.2%
47	Otela-Alpin fine sands, 0 to 5 percent slopes	8.1	0.3%
<b>Subtotals for Soil Survey Area</b>		<b>16.3</b>	<b>0.6%</b>
<b>Totals for Area of Interest</b>		<b>2,948.0</b>	<b>100.0%</b>



Natural Resources  
Conservation Service

Web Soil Survey  
National Cooperative Soil Survey

3/22/2018  
Page 3 of 3



INFRASTRUCTURE  
SOLUTION SERVICES

Section IV-F, Approach to the Project

Page 731 of 1369

Page F11

Posted June 11, 2018





## G – MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION PLAN

### G1 – PARTICIPATION PLAN FORM, AND ASPIRATIONAL TARGET FOR M/WBE PARTICIPATION

#### REVISED MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN FORM

Respondent: Infrastructure Solution Services

Respondents, including Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), shall complete and submit this M/WBE Participation Plan with their proposal, as applicable. Through submission of its bid/proposal, Respondent certifies, acknowledges and agrees that the Participation Level herein designated is accurate and true; and, that the individual whose manual signature is on this submission is duly authorized on behalf of the respondent to make such certification.

For the purposes of MWBE participation on Leon County projects, the following definition applies:

Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) are firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but, those from other governmental organizations are not accepted by Leon County.

**DIRECTIONS: Each respondent must designate in Section 2 its level of MWBE participation. All Respondents are to list subcontractors/subconsultants as appropriate in Sections 2 and 3.**

#### SECTION 1 - ASPIRATIONAL TARGET FOR M/WBE PARTICIPATION

There are no aspirational targets for this solicitation.

PARTICIPATION PLAN FORM continued on following pages.

Addendum #1, Page 6 of 8

## G2 - SECTION 2 – RESPONDENT'S PROPOSED MWBE PARTICIPATION

Respondent shall complete the following Table identifying each certified MWBE firm they intend to use on this project as well as the percent. Attach additional sheets as necessary.

### MBE and WBE Intended Utilization

Firm's Name (Requires Leon County or City of Tallahassee MWBE certification) <sup>1</sup>	Firm's Location Address (Must be in Leon, Gadsden, Jefferson or Wakulla)	Firm's Telephone Number	Ethnic Group <sup>2</sup> (B, A, H, N, F)	Total Percent Commitment of MWBE Participation	Type of Service to Provide
<b>Minority and Women Business Enterprise(s)</b>					
a. O'Neal Surveying & Mapping, Inc.	267 John Knox Road, Ste 207 Tallahassee, FL 32303	(850) 270-2138	N/A	15%	Surveying and Mapping; title search work
b. Florida Environmental & Land Services, Inc.	221-4 Delta Court Tallahassee, FL 32303	(850) 385-6255	H	2%	Environmental Consulting, wetland delineations, Phase I-ESA's, Natural Feature Inventories and Land Use Amendments
c.					
D					
<b>Total MWBE Participation</b>				<b>17%</b>	
<sup>1</sup> <u>Certification</u> Attach and submit a copy of each MBE and WBE certification with the proposal. <sup>2</sup> <u>Ethnic Group</u> Use following abbreviations for MBE's: African American (B); Asian American (A); Hispanic American (H); and Native American (N). WBEs include Non-Minority Female (F) owned firms.					





Tallahassee-Leon County Office of  
**ECONOMIC VITALITY**  
Grow. Innovate. Experience.



October 18, 2016

Mary E. O'Neal  
O'Neal Surveying and Mapping, Inc.  
3015 North Shannon Lakes Drive, #306  
Tallahassee, Florida 32309

RE: Certification No.: LCCF1624

Dear Mrs. O'Neal:

Congratulations! Your Minority Business Enterprise (MBE) Certification is approved and effective for a period of two years from **October 7, 2016 through October 7, 2018**. This Certification is applicable when business is conducted consistent with the following specialty(s):

**Surveying and Mapping**

Your submittal of bids to supply other products or services outside of this specialty(s) will result in the contracting entity not getting credit for MBE participation for the project.

This certification is for Leon County Board of County Commissioners and the City of Tallahassee projects only. Your certification is recognized by the City of Tallahassee; however, you must contact the City of Tallahassee Procurement Division at (850) 891-8280, to list your business in their on-line MBE Directory. You are encouraged to become an active bidder in both the Leon County's and the City of Tallahassee's procurement processes.

This certification must be renewed bi-annually. If there is any change in ownership or control of the business, or if you propose to provide additional services not listed previously, the MWSBE Division must be contacted and a new Certification Application completed. In addition, the MWSBE Division must be advised of any changes in your business name, address or contact information. All changes must be reported within fourteen (14) days of taking place. This requirement is applicable throughout the effective certification period.

Failure to report such changes may constitute grounds for cancellation of this certification. Leon County reserves the right to cancel this certification at any time, due to fraudulent information, failure to properly report any type of business changes or revocation by a party of the MWBE Interlocal Agreement. Cancellation of your certification is subject to your right to appeal. If such action is deemed necessary, you will be notified of the action, the appeal process, and of your appeal rights.

Thank you for applying with the Tallahassee-Leon County Office of Economic Vitality's Minority, Women and Small Business Enterprise Division. Please do not hesitate to contact us, if you should have any questions.

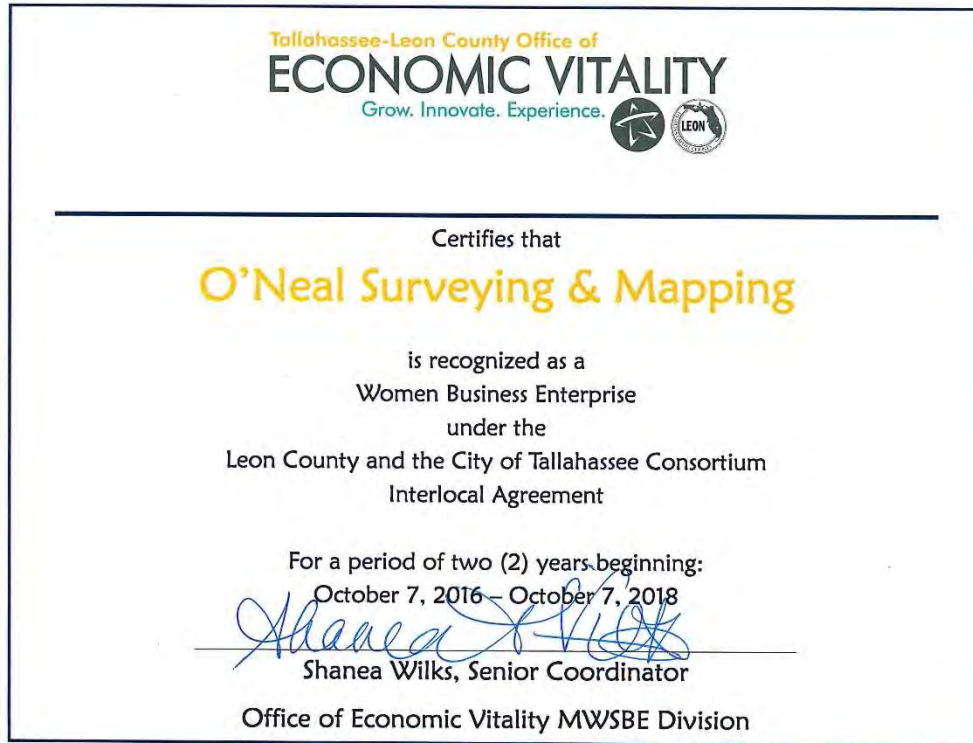
Sincerely,

Shanea Wilks, MWSBE Coordinator  
Tallahassee-Leon County/OEV- MWSBE Division

Enclosure

cc: LaTanya Raffington, Tallahassee-Leon County/OEV-MWSBE Division  
Thad Fortune, Office of Supplier Diversity









### G3 – Non MWBE SUBCONTRACTORS / SUBCONSULTANTS

Respondent shall complete the following Table identifying non-MBE or WBE's subcontractors/subconsultants it anticipates utilizing on the project.

Respondent shall complete the following Table identifying non-MBE or WBE's subcontractors/subconsultants it anticipates utilizing on the project.

Non-MBE and WBE Intended Utilization				
Firm's Name	Firm's Address	Firm's Phone #	Total Percent of Participation	Type of Service to Provide
a. Eutaw	2822 Remington Green Circle, Suite 202 Tallahassee, Florida 32308	(850) 383-0400	20%	Force main, water distribution and roadway
b. Ardaman & Associates, Inc.	3175 West Tharpe Street Tallahassee, Florida 32303	(850) 576-6131	5%	Geotechnical engineering
c. WGI	2316 Killearn Center Blvd Bldg C, Ste 100 Tallahassee, FL 32309	(850) 210-0101	3%	Surveying and subsurface locates
d.				
f.				
g.				

**RFP Title: Request for Proposals for Civil Engineering Services, Woodville Sewer System Project**

**Proposal Number: BC-03-29-18-14**

**Opening Date: March 29, 2018 at 2:00 PM**

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**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: \_\_\_\_\_

Managing Member

Firm: \_\_\_\_\_

Infrastructure Solution Services

Address: \_\_\_\_\_

7185 Murrell Rd, Ste 101, Melbourne, FL 32940

Exhibit B - Vendor Response

RFP Title: Request for Proposals for Civil Engineering Services, Woodville Sewer System Project

Proposal Number: BC-03-29-18-14

Opening Date: March 29, 2018 at 2:00 PM

**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 insurance 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: A+  
Indicate Best Financial Classification: XV

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:

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.

**RFP Title: Request for Proposals for Civil Engineering Services, Woodville Sewer System Project****Proposal Number: BC-03-29-18-14****Opening Date: March 29, 2018 at 2:00 PM**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 Leon County. At the option of Leon County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Leon 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.

yparrish@JWEdens.com

Claims will be directed to JW Edens & Co (person/agency) at \_\_\_\_\_ ( address/fax/e-mail) for investigation and appropriate handling.

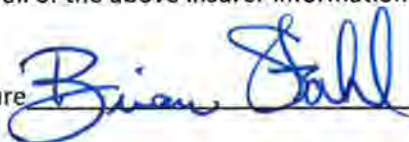
Please mark the appropriate box:

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 Brian Stahl  
Typed or Printed

Signature



Date March 28, 2018

Title

Managing Member

(Company Risk Manager or Manager with Risk Authority)



**RFP Title: Request for Proposals for Civil Engineering Services, Woodville Sewer System Project****Proposal Number: BC-03-29-18-14****Opening Date: March 29, 2018 at 2:00 PM**

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**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 judgment 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 statutes 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\_\_\_\_\_  
Managing Member\_\_\_\_\_  
Title\_\_\_\_\_  
Infrastructure Solution Services\_\_\_\_\_  
Contractor/Firm

RFP Title: Request for Proposals for Civil Engineering Services, Woodville Sewer System Project

Proposal Number: BC-03-29-18-14

Opening Date: March 29, 2018 at 2:00 PM

**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: Infrastructure Solution ServicesSignature: Brian Stahl Title: Managing MemberSTATE OF FLORIDA  
COUNTY OF BREVARDSworn to and subscribed before me this 28 day of MARCH, 2018Personally known ✓Charles Sharmen  
NOTARY PUBLIC

OR Produced identification \_\_\_\_\_

Notary Public - State of FLORIDA

(Type of identification)

My commission expires: 7/31/2019Charles Sharmen  
State of Florida  
My Commission Expires 07/31/2019  
Commission No. FF 240431CHARLES SHARMAN  
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.**



RFP Title: Request for Proposals for Civil Engineering Services, Woodville Sewer System Project

Proposal Number: BC-03-29-18-14

Opening Date: March 29, 2018 at 2:00 PM

NON-COLLUSION AFFIDAVIT

I, Brian Stahl of the city of Melbourne, Florida according to law on my oath, and under penalty of perjury, depose and say that:

1. I am Managing Member  
of the firm of Infrastructure Solution Services  
in response to the Request for Proposals for:

Civil Engineering Services, Woodville Sewer System Project, and that I executed the said proposal with full authority to do so.

2. This response has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor; and, no attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;

3. The statements contained in this affidavit are true and correct, and made with full knowledge that Leon County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Brian Stahl  
(Signature of Responder)

March 29, 2018  
(Date)

STATE OF FLORIDA

COUNTY OF BREVARD

PERSONALLY APPEARED BEFORE ME, the undersigned authority, BRIAN STAHL who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this 28 day of MARCH, 2018.

Charles Sharman  
NOTARY PUBLIC



Charles Sharman  
State of Florida  
My Commission Expires 07/31/2019  
Commission No. FF 240431

My Commission Expires: 7/31/2019

**RFP Title: Request for Proposals for Civil Engineering Services, Woodville Sewer System Project****Proposal Number: BC-03-29-18-14****Opening Date: March 29, 2018 at 2:00 PM**

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**DRUG-FREE WORKPLACE FORM**

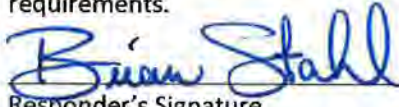
The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

Infrastructure Solution Services

(Name of Business)

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 response/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 response/bid, the employee 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 (Florida Statutes) 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 abuse assistance or rehabilitation program if such is available in the employee's community, or 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 that this firm complies fully with the above requirements.



Responder's Signature

March 28, 2018

Date



**LEON COUNTY PURCHASING DIVISION**  
**TABULATION SHEET**  
**BC-03-29-18-14**

Attachment #2  
Page 1 of 2

**RFQ Title: Request for Proposals for Civil Engineering Services, Woodville Sewer System Project**  
**Opening Date: Thursday, March 29, 2018 at 2:00 PM**

Item/Vendor	Dewberry Engineers	Infrastructure SOLUTION Services	Mott MacDonald	Atkins North America
Manual Signature/Proposal Response Cover Sheet	✓	✓	✓	✓
Equal Opportunity/Affirmative Action Statement	✓	✓	✓	✓
Insurance Certification	✓	✓	✓	✓
Certification of Debarment	✓	✓	✓	✓
Immigration	✓	✓	✓	✓
Non-Collusion Affidavit	✓	✓	✓	✓
Drug Free Workplace	✓	✓	✓	✓
MWSBE Form	✓	✓	✓	✓
Cost Proposal				
No Bid Document				

Tabulated By:

*Shelley Kelley*

*Keith Fordlund*

LEON COUNTY PURCHASING DIVISION  
TABULATION SHEET  
BC-03-29-18-14

RFQ Title: Request for Proposals for Civil Engineering Services, Woodville Sewer System Project  
Opening Date: Thursday, March 29, 2018 at 2:00 PM

Item/Vendor	Baskerville- Donovan	GGI, LLC DBA Genesis		
Manual Signature/Proposal Response Cover Sheet	✓	✓		
Equal Opportunity/Affirmative Action Statement	✓	✓		
Insurance Certification	✓	✓		
Certification of Debarment	✓	✓		
Immigration	✓	✓		
Non-Collusion Affidavit	✓	✓		
Drug Free Workplace	✓	✓		
MWSBE Form	✓	✓		
Cost Proposal				
No Bid Document				

RECEIVED  
2018 MAR 29 PM 2:01  
PURCHASING DIVISION  
LEON COUNTY

Tabulated By:

*Shelley Kelley*

*Kevin Ford*



**Summary Scoresheet and Ranking**  
**RFP BC-03-29-18-14**  
**Civil Engineering Services for the Woodville Sewer Project**

	Evaluator (TH) Score	Evaluator (TH) Rank	Evaluator (JH) Score	Evaluator (JH) Rank	Evaluator (SI) Score	Evaluator (SI) Rank	Evaluator (AP) Score	Evaluator (AP) Rank	Evaluator (GS) Score	Evaluator (GS) Rank	Raw Score	Average Rank
Atkins North America	61	4	82	2	65	6	56	4	83	3	347	3.8
Baskerville - Donovan	48	6	62	6	72	4	49	5	56	6	287	5.4
Dewberry Engineers	66	2	80	3	73	2	71	3	70	5	360	3
GGI, LLC d/b/a Genesis	57	5	73	5	70	5	46	6	75	4	321	5
Infrastructure Solution Services	63	3	75	4	73	2	74	2	87	2	372	2.6
Mott MacDonald	68	1	83	1	83	1	76	1	91	1	401	1

**Vendor Ranking:**

Mott MacDonald	1
Infrastructure Solution Services	2.6
Dewberry Engineers	3
Atkins North America	3.8
Genesis	5
Baskerville Donovan	5.4

**Final Ranking**  
**RFP BC-03-29-18-14**

**Civil Engineering Services for the Woodville Sewer Project**

	Evaluator (TH) Rank	Evaluator (JH) Rank	Evaluator (SI) Rank	Evaluator (AP) Rank	Evaluator (GS) Rank	Average Rank
Dewberry Engineers	3	3	2	3	3	2.8
Infrastructure Solution Services	1	1	1	1	1	1
Mott MacDonald	2	2	3	2	2	2.2




**Leon County  
Board of County Commissioners  
Notes for Agenda Item #18**

# Leon County Board of County Commissioners

## Agenda Item #18

June 19, 2018

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

**From:** Herbert W.A. Thiele, County Attorney 

**Title:** Consider Adoption of a Resolution Supporting the Restoration of Voting Rights of Felons Upon Completion of Their Sentences

---

<b>Review and Approval:</b>	Herbert W.A. Thiele, County Attorney
<b>Lead Staff/ Project Team:</b>	LaShawn D. Riggans, Deputy County Attorney

**Statement of Issue:**

This item seeks the Board's consideration of a resolution supporting restoration of the voting rights of felons upon completion of their sentences.

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #3: Board direction.

## **Report and Discussion**

### **Background:**

At the Board meeting of May 8, 2018, the Board unanimously approved a motion directing staff to prepare an agenda item and resolution that will express the Board's support for the restoration of the voting rights of felons upon completion of their sentences.

Currently, 35 states automatically restore the voting rights of felons; in two more states, felons never lose their right to vote. Florida is one of 13 states that do not automatically restore the voting rights of felons. The process for restoration of felon voting rights is maintained by the Florida Board of Executive Clemency ("Clemency Board").

Under the current process, felons must wait five or seven years after their sentences are complete to apply to have voting rights restored. After applications are filed, the process can take years to complete. In 2011, Florida changed its process, which is effectively making it harder for felons to get their rights restored. The Clemency Board has a backlog of approximately 10,000 applications.

As was noted at the Board meeting, there is an ongoing court case concerning the process in Florida for restoring the voting rights of felons who have completed their sentences, as well as a proposed amendment to the Florida Constitution known as Florida Amendment 4, the Voting Rights Restoration for Felons Initiative, which will be voted on by the Florida electorate at the general election to be held on November 6, 2018. Accordingly, the proposed Resolution (Attachment #1) has been prepared for the Board's consideration. The proposed Resolution supports the restoration of the voting rights of persons with prior felony convictions upon completion of their sentences, and further provides support for Florida Amendment 4.

### **Analysis:**

At the upcoming general election to be held on November 6, 2018, the Florida electorate will be voting on a proposed amendment to the Florida Constitution known as Florida Amendment 4, the Voting Rights Restoration for Felons Initiative. If approved by no less than sixty (60%) of the voters voting in the November 6, 2018 election, Florida Amendment 4 would amend Article VI, Section 4 of the Florida Constitution to provide for the restoration of the right to vote for persons with felony convictions, with the exception of those persons convicted of murder or a felony sexual offense, upon completion of all terms of their sentences, which would include parole or probation.

Florida Amendment 4, the Voting Rights Restoration for Felons Initiative, proposes the following amendments to Article VI, "Suffrage and Elections," Section 4, "Disqualifications," of the Florida Constitution. (The proposed additions to the Florida Constitution are indicated by underlining.)

**SECTION 4. Disqualifications.—**

- (a) No person convicted of a felony, or adjudicated in this or any other state to be mentally incompetent, shall be qualified to vote or hold office until restoration of civil rights or removal of disability. Except as provided in subsection (b) of this section, any disqualification from voting arising from a felony conviction shall terminate and voting rights shall be restored upon completion of all terms of sentence including parole or probation.
- (b) No person convicted of murder or a felony sexual offense shall be qualified to vote until restoration of civil rights.

\* \* \*

The ballot summary explains that the proposed amendments would restore the voting rights of Floridians with felony convictions after they complete all terms of their sentence, which would include parole or probation. The ballot summary further explains that the proposed amendments do not apply to those convicted of murder or sexual offenses, as those persons would continue to be permanently barred from voting unless the Governor and Cabinet vote to restore their voting rights on a case by case basis.

On March 27, 2018, the United States District Court, Northern District of Florida, entered an Order in the case styled *James Michael Hand, et al. v. Rick Scott, et al.*, Case No. 4:17cv128-MW/CAS, determining that Florida's vote-restoration process for felons who have completed their sentences is unconstitutional. The Order also permanently enjoined the enforcement of the current vote-restoration process in Florida, and ordered the promulgation of specific and neutral criteria to direct vote-restoration decisions. However, the defendants appealed the ruling to the U.S. Appeals Court, and requested a stay of the enforcement of the District Court's judgment pending the appeal. On April 25, 2018, the 11th Circuit Court of Appeals granted the stay. *Hand v. Scott*, \_\_\_ F.3d \_\_\_, 2018 WL 1959634 (11th Cir., April 25, 2018).

The attached Resolution sets forth Board support for the restoration of the voting rights of persons with prior felony convictions upon completion of their sentences, and further provides Board support for Florida Amendment 4, the Voting Rights Restoration for Felons Initiative, which will be a ballot question posed to the Florida electorate at the general election to be held on November 6, 2018. Should the Board adopt the Resolution it would be sent to the appropriate government officials to include, Governor Scott, the Office of Executive Clemency, the Speaker of the Florida House Representatives and the President of the Florida Senate.



**Options:**

1. Adopt the proposed Resolution supporting restoration of the voting rights of felons upon completion of their sentences and authorize staff to send the resolution to the appropriate governmental officials (Attachment #1).
2. Do not adopt the proposed Resolution supporting restoration of the voting rights of felons upon completion of their sentences and do not authorize staff to send the resolution to the appropriate governmental officials.
3. Board direction.

**Recommendation:**

Option #3.

**Attachment:**

1. Proposed Resolution

**RESOLUTION NO. R18-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
OF LEON COUNTY, FLORIDA; SUPPORTING THE RESTORATION  
OF THE VOTING RIGHTS OF FELONS UPON COMPLETION OF  
THEIR SENTENCES; SUPPORTING FLORIDA AMENDMENT 4,  
THE VOTING RIGHTS RESTORATION FOR FELONS INITIATIVE;  
AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board wishes to adopt a resolution supporting the restoration of the voting rights of persons with prior felony convictions upon completion of their sentences; and

**WHEREAS**, Florida Amendment 4, the Voting Rights Restoration for Felons Initiative, is a measure that will be on the November 6, 2018 general election ballot for consideration by the Florida electorate; and

**WHEREAS**, if approved by no less than sixty (60%) of the voters voting in the November 6, 2018 election, Florida Amendment 4 would amend Article VI, Section 4 of the Florida Constitution to provide for the restoration of the right to vote for persons with felony convictions, with the exception of those persons convicted of murder or a felony sexual offense, upon completion of all terms of their sentences, which would include parole or probation; and

**WHEREAS**, the Board wishes to express support for Florida Amendment 4, the Voting Rights Restoration for Felons Initiative;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Leon County, Florida, that:

1. The Board hereby supports the restoration of the voting rights of persons with prior felony convictions upon completion of their sentences.
2. The Board hereby supports Florida Amendment 4, the Voting Rights Restoration for Felons Initiative, to provide for the restoration of the right to vote for persons with felony

convictions, with the exception of those persons convicted of murder or a felony sexual offense, upon completion of all terms of their sentences, which would include parole or probation.

3. This Resolution shall be effective upon adoption.

Done and adopted by the Board of County Commissioners of Leon County, Florida, this 19th day of June, 2018.

LEON COUNTY, FLORIDA

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

Nick Maddox, Chairman  
Board of County Commissioners

ATTESTED BY:

Gwendolyn Marshall, Clerk of Court  
& Comptroller, Leon County, Florida

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

APPROVED AS TO FORM:  
Leon County Attorney's Office

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

Herbert W. A. Thiele, Esq.  
County Attorney

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #19**




# Leon County Board of County Commissioners

## Agenda Item #19

June 19, 2018

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

**From:** Herbert W. A. Thiele, County Attorney 

**Title:** Selection of Special Outside Legal Counsel for Opioid Epidemic Litigation

---

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Herbert W. A. Thiele, County Attorney
<b>Lead Staff/ Project Team:</b>	Herbert W. A. Thiele, County Attorney

### **Statement of Issue:**

As directed by the Board at the February 27, 2018 meeting, this agenda item seeks Board direction on the selection of special outside legal counsel for the opioid epidemic litigation.

### **Fiscal Impact:**

Based upon the proposals submitted by the four litigation teams, and subject to negotiation of the final retainer agreement, all attorney's fees and costs would be paid from any recovery, and thus the County would not incur any direct fiscal impact.

### **Staff Recommendation:**

Option # 1: Authorize the Leon County Attorney's Office to negotiate a retainer agreement with the top ranked legal team, Parks Law, LLC and Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, P.A., etc., and authorize the County Attorney to execute said retainer agreement when the agreement is final and to the satisfaction of the County Attorney.

## **Report and Discussion**

### **Background:**

At the January 23, 2018 Board meeting, at the request of Commissioner Desloge, the Board directed that an agenda item be brought back addressing the opioid litigation. At the February 27, 2018 Board meeting, the Board voted to instruct the County Attorney's Office, along with County Administration, to issue a request for proposals for opioid litigation outside counsel, and bring back to the Board a "short list" for further consideration.

Hundreds of States, Counties, and Cities across the Country have brought litigation against the manufacturers, distributors, and even pharmacies for claims regarding opioid pain medications. In general, these litigation matters bring claims against those Parties for their role in creating the current state of the opioid epidemic, including deceptive marketing to physicians and distributing opioids in violation of State and Federal law.

During 2017, Leon County was approached by a number of law firms or teams of firms seeking to represent Leon County in filing a lawsuit either in State or Federal Court making similar allegations with regard to the manufacturers and distributors. While there are many teams of firms, the ones most prevalent are: Drake Martin Law Firm, LLC; Napoli Shkolnik, PLLC; Motley Rice, LLC; Levin Papantonio; Robins Geller Rudman & Dowd, LLP; and a more Florida based conglomerate that is composed of the firms of Schochor, Federico and Staton, P.A., the Romano Law Group, Fonvielle Lewis Messer & McConnaughay, and Barney Bishop Consulting, LLC. Virtually all of the law firms have offered to provide representation to their clients on a contingency fee basis, with reimbursement for costs. While we have seen some of the retainer agreements from representation of other Counties in Florida, none have been specifically proposed to Leon County at this time.

The causes of action have included: Florida's Deceptive and Unfair Trade Practices Act, Public Nuisance, Fraud, Unjust Enrichment, and Negligence.

To date, no studies have been implemented to measure actual potential damages to Leon County as a governmental entity.

### **Analysis:**

Lawsuits have been filed in State Court and in Federal Court where the Multi-District Litigation Judge in Ohio has consolidated the cases and has appointed a representative executive committee of law firms to assist the Federal Court.

It is alleged that local governments, and in particular, county governments, across the country have spent and continue to spend taxpayer dollars on employee costs, including overtime; criminal justice services including: increase county medical examiner staffing costs, storage of bodies, toxicology laboratory costs, county policing services and corrections costs, including drug rehabilitation programs, Narcan/naloxone injection purchasing/training; mental health/hygiene substance abuse clinics/coordination; fire; paramedic; opioid addiction and abuse

treatment; human services including children's services (foster care), family and child services, public assistance for health care; health insurance and workers compensation insurance and other employee benefits; hospitals; indigent care funding; burial; specialized courts: juvenile, surrogate, drug, DUI, drug treatment, juvenile, probate, costs of public defender offices, prosecution, probation and other costs. These are expenses that it is alleged could have been used for other public purposes rather than the application to opioid epidemic impacts.

As mentioned above, all cases filed in the Federal Courts throughout the Country are being consolidated in the United State District Court, Northern District of Ohio, Eastern Division. This multi-district litigation (MDL) is coordinating all federal lawsuits on the opioid litigation. The MDL is before Judge Dan A. Polster, United States District Judge. While the MDL is in its infancy, the Judge has currently put on hold all litigation in an effort to see if a resolution can be reached.

While most law firms have chosen to file these cases in Federal Court, some prefer State jurisdiction and have filed in State Court. For example, dozens of Counties in New York have filed and are currently proceeding in litigation in State Court. The New York Judge handling these cases has ordered that the discovery process proceed at this stage.

Also, in June of 2017 a bipartisan group of forty-one (41) State Attorneys General issued investigative subpoenas and document requests to manufactures and distributors of opioid drugs. This state coalition is seeking this information to determine how these companies marketed and distributed the products. Since the February 27, 2018 Board meeting, Florida Attorney General Pam Bondi has also filed a separate lawsuit in the Circuit Court in Pasco County, Florida.

The County issued a request for proposal (RFP) on April 2, 2018, with submissions due on April 30, 2018. On April 30, 2018, the County received four proposals made up of a composite of law firms and consultants. The proposals were received from:

- Fonvielle, Lewis, Messer & McConnaughay, P.A., in conjunction with Spangenberg, Shibley and Liber, LLP (Cleveland, Ohio); Schochor, Federico & Staton, P.A. (Baltimore, Maryland); the Romano Law Group (West Palm Beach, Florida); Jeff Kottkamp, P.A. (Tallahassee); and Law Office of Chuck Hobbs (Tallahassee).
- Napoli Shkolnik PLLC and The Ferraro Law Firm, in conjunction with the Pittman Law Group (Tallahassee).
- Searcy, Denney, Scarola, Barnhart & Shipley, P.A.; Simmons Hanly Conroy LLC (New York, NY); and Crueger Dickinson LLC (Whitefish Bay, Wisconsin).
- Parks Law, LLC and Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, P.A. (Pensacola), in conjunction with Baron & Budd, PC (Dallas, Texas and other locations); Greene, Ketchum, Farrell, Bailey & Tweel, LLP (Huntington, West Virginia); McHugh Fuller Law Group, PLLC (Hattiesburg, Mississippi); Hill, Peterson, Carper, Bee & Dietzler, PLLC (Charleston, West Virginia); and Powell & Majestro, PLLC (West Virginia).

An evaluation committee was convened on May 24, 2018, consisting of the County Attorney, the Deputy County Administrator, and the Director of the Office of Financial Stewardship. A second meeting of the evaluation committee took place on the afternoon of Thursday, May 31, 2018, wherein the members of the committee conducted the evaluation and provided scoring in accord with the multiple categories that were provided in RFP Number BC-04-30-18-35. As a result of the scoring, the evaluation committee has ranked the firms in the following order:

- (1) Parks
- (2) Napoli
- (3) Fonvielle
- (4) Searcy.

The scoring sheet from the evaluation committee is attached hereto as Attachment #1; the proposals submitted from all four firms are attached hereto as composite Attachment #2; and RFP Number BC-04-30-18-35 is attached hereto as Attachment #3.

**Options:**

1. Authorize the Leon County Attorney's Office to negotiate a retainer agreement with the top ranked legal team, Parks Law, LLC and Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, P.A., etc., and authorize the County Attorney to execute said retainer agreement when the agreement is final and to the satisfaction of the County Attorney.
2. Select a different firm from the list of four providers based upon additional criteria enunciated by the Board.
3. Reject all proposals and request that a new RFP be issued.
4. Reject all proposals and do not select special outside counsel for the opioid litigation.
5. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Scoring sheet
2. Composite of all submitted proposals
3. RFP Proposal No. BC-04-30-18-35



<b>RFP: SPECIAL COUNSEL LEGAL SERVICES for OPIOID EPIDEMIC INVESTIGATION and POTENTIAL LITIGATION, RFP NUMBER: BC-04-30-18-35</b>					
<b>EVALUATION CRITERIA</b>	<b>MAX PTS</b>	<b>FONVILLE</b>	<b>NAPOLI</b>	<b>SEARCY</b>	<b>PARKS</b>
<b>1. Past Performance</b>					
a) Quality/Completeness of Proposal	5	5	5	5	4
b) Meets:					
1) Budget	5	5	3	3	3
2) Schedule	5	5	5	5	5
<b>2. Qualifications of legal team</b>	<b>20</b>	<b>15</b>	<b>18</b>	<b>10</b>	<b>20</b>
<b>3. Technical competence of :</b>					
a) Attorneys	15	10	13	9	15
b) Consultants	5	5	4	3	5
<b>4. Current Firm Workload</b>	<b>5</b>	<b>3</b>	<b>4</b>	<b>3</b>	<b>5</b>
<b>5. General experience of :</b>					
a) Staff assigned to project	5	3	5	3	5
b) Firm	5	4	5	4	5
c) Consultants	5	3	3	3	3
<b>6. Staff Experience in Similar Projects</b>	<b>5</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>5</b>
<b>7. Project Approach and Quality of Response to RFP</b>	<b>10</b>	<b>7</b>	<b>7</b>	<b>7</b>	<b>10</b>
<b>8. References</b>	<b>5</b>	<b>3</b>	<b>5</b>	<b>3</b>	<b>5</b>
<b>9. Local Preference</b>	<b>5</b>	<b>5</b>	<b>3</b>	<b>3</b>	<b>3</b>
<b>TOTAL</b>	<b>100</b>	<b>73</b>	<b>85</b>	<b>61</b>	<b>93</b>

RFP Title: Request for Proposals for Special Counsel Legal Services for Opioid Epidemic Investigation and Potential Litigation  
Proposal Number: BC-04-30-18-35  
Opening Date: April 30, 2018 @ 2:00 PM

---

**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.

Shelly W. Kelley, Purchasing Director

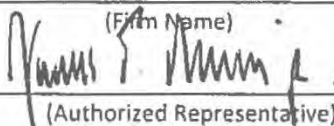
Nick Maddox, Chairman  
Leon County Board of County Commissioners

This solicitation response is submitted by the below named firm/individual by the undersigned authorized representative.

Fonvielle Lewis Messer & McConaughay, PA

BY

(Firm Name)



(Authorized Representative)

James E. Messer, Jr.

(Printed or Typed Name)

ADDRESS

3375 Capital Circle Northeast, Building A

CITY, STATE, ZIP

Tallahassee, FL 32308

E-MAIL ADDRESS

Jim@wrongfullyinjured.com

TELEPHONE

850-422-7773

FAX

850-422-3449

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #2 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #3 dated \_\_\_\_\_ Initials \_\_\_\_\_

# Response to Request for Proposals for Special Counsel Legal Services for Opioid Epidemic

## Leon County, Florida

Spangenberg, Shibley and Liber, LLP  
Fonvielle Lewis Messer & McConnaughay  
Schochor, Federico & Staton, PA  
Romano Law Group  
Jeff Kottkamp, P.A.  
Law Offices of Chuck Hobbs

### Proposal Number BC-04-30-18-35

Contact Person:  
Jim Messer  
Fonvielle, Lewis, Messer &  
McConnaughay  
3375 Capital Circle, N. E.  
Building A  
Tallahassee, FL 32308  
(850) 422-7773



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## I. Executive Summary

Leon County has the opportunity to take a leading role in an important endeavor – one that will save lives, strengthen families, and improve the quality of life for all of the county's residents. The opioid epidemic has swept across America, leaving no community untouched. Leon County has been hit hard, but there is hope for a better future. By pursuing claims against those responsible, the county can begin to recoup the expenses it has incurred fighting this epidemic, providing an economic boost to the county and its residents.

Our consortium of law firms consists of the following lawyers and law firms, who will operate as a single entity for purposes of this matter:

1. Spangenberg Shibley & Liber, LLP (Cleveland, Ohio)
2. Fonvielle, Lewis, Messer & McConnaughay (Tallahassee, Florida)
3. Schochor, Federico & Staton, P.A. (Baltimore, Maryland)
4. The Romano Law Group (West Palm Beach, Florida)
5. Jeff Kottkamp, P.A. (Tallahassee, Florida)
6. Law Office of Chuck Hobbes (Tallahassee, Florida)

This team has been specifically assembled to represent Leon County in litigation against various entities responsible for the opioid epidemic and the costs that Leon County has incurred to date and will likely incur in the future in combating this crisis.

Our team consists of pre-eminent Florida trial lawyers, including David Fonvielle, Jim Messer, Allen McConnaughay, former Lt. Governor Jeff Kottkamp and Chuck Hobbs of Tallahassee, and John Romano of West Palm Beach. Each of these attorneys enjoy excellent professional representations across the state, and have relevant, local litigation experience that will benefit the County in this litigation. Mr. Fonvielle previously represented the State of Florida as a member of Florida's "Dream Team" of lawyers chosen to represent the state of Florida in its historic and successful litigation against Big Tobacco.

Our team also includes law firms from outside the state, including Schochor, Federico & Staton, P.A. from Baltimore, Maryland, and Spangenberg Shibley & Liber, LLP, from Cleveland, Ohio. Peter Weinberger, managing partner of the Spangenberg firm, currently serves as liaison counsel in the National Prescription Opiate MDL, and in that role is responsible for communicating with Defense counsel and the Court on behalf of the Plaintiffs' Executive Committee. Philip Federico, a founding partner of the Schochor firm, has a deeply rooted history in medical malpractice litigation, and has had significant exposure to the opioid epidemic/crisis from its inception.

Each of these lawyers and law firms brings relevant experience and expertise to ensure that Leon County is well represented regardless of whether litigation proceeds in Florida State Court or in the Federal MDL.

Spangenberg, Schochor, Romano, Fonvielle et al  
Response to Leon Opioid Litigation RFQ

## Team Leadership



### **Peter Weinberger, *Spangenberg, Shibley and Liber, LLP***

Mr. Weinberger has been appointed as Plaintiff's liaison counsel in the National Prescription Opiate Multidistrict Litigation case in the Northern District of Ohio Federal Court. As a result, Mr. Weinberger is closely attuned to the multi-district federal litigation.

Mr. Weinberg has successfully handled a wide variety of complex injury and wrongful death cases caused by medical malpractice, defective products, and motor vehicle accidents. In the medical malpractice field, he has tried and settled cases that have involved failures to timely diagnose diseases, failed surgeries, and birth injuries. In the field of defective products, he has concluded cases involving industrial plant explosions, defective insulation products, dangerous drugs and defective machinery. Some of the complex motor vehicle cases have included collisions involving overloaded trucks, tractor-trailer collisions, and railroad crossing cases.

Mr. Weinberger has also served as a member of the Plaintiff's Steering Committee in several cases centralized in Multi-District Litigation including in re Teflon and in re Gadolinium and is currently a member of the Plaintiff's Executive Committee in the Olmesartan (Benicar) MDL.

Mr. Weinberger has also been consistently selected as a "Super Lawyer" on Ohio Super Lawyers magazine's list, including being placed in the Top 10 Ohio and Top 5 Cleveland lists for 2018.



### **David Fonvielle, *Fonvielle, Lewis, Messer & McConnaughay***

Mr. Fonvielle is a civil trial lawyer board certified by The Florida Bar and the National Board of Trial Advocacy. He is AV rated by the Martindale-Hubble Law Directory, which is the highest rating possible. He was named the Tallahassee Best Lawyers 2009 Personal Injury Litigator of the Year.

Mr. Fonvielle is one of one of Florida's "Dream Team" of lawyers chosen in 1995 to represent the state of Florida in its historic and successful litigation against Big Tobacco. His practice is limited to significant personal injury and wrongful death claims.





**Philip C. Federico, Schochor, Federico & Staton, P.A.**

Mr. Federico concentrates his practice in the field of medical malpractice and class action litigation. He is certified by the American Board of Professional Liability Attorneys and has lectured at Johns Hopkins Hospital and other health care facilities. Because of his expertise in the field, Mr. Federico has been asked to testify before the Maryland Legislature on issues related to law and medicine. Throughout his 35-year career, he has tried approximately 100 malpractice cases.

For the last 20 years, Mr. Federico has maintained an AV rating in the Martindale-Hubbell Law Directory™ the highest rating an attorney can receive for legal ability and ethical standards. He has also been named a Maryland Super Lawyer™ every year since 2006, and has been designated by that organization as one of the Top 100 Attorneys in Maryland™ every year since 2010. Most recently, Mr. Federico was recognized as the 2014 Baltimore Medical Malpractice Law – Plaintiffs “Lawyer of the Year” by Best Lawyers®.

Mr. Federico is licensed to practice in the State of Maryland, the District of Columbia, and the United States District Court, District of Maryland. Mr. Federico has also been admitted to practice *pro hac vice* in Pennsylvania, Delaware, Florida, North Carolina, Nevada, New Jersey and New York.



**John F. Romano, Romano Law Group**

Mr. Romano of West Palm Beach, Florida, is a senior partner in the West Palm Beach, Florida, law firm of Romano Law Group. He is board-certified as a civil trial advocate by the Florida Bar, the National Board of Trial Advocacy, the American Board of Professional Liability Attorneys, and The Trial Lawyer Hall of Fame.

Mr. Romano has served as President of both the Academy of Florida Trial Lawyers and the Southern Trial Lawyers Association. He is a former Chairman of the ATLA National College of Advocacy. He is a former President of the Melvin M. Belli Society.

Mr. Romano has litigated or gone to trial in virtually every type of civil and criminal case, including mass torts, product liability, first degree murder, medical malpractice, patent infringement, tort of outrage, automobile negligence, premises liability, defamation of character, and more.



### Jeff Kottkamp, Jeff Kottkamp, P.A.

Jeff Kottkamp, is an AV rated attorney who has been licensed to practice law in Florida since 1988. During the course of his 29 year legal career he has handled a wide variety of cases in state and federal court. In addition to jury trial experience---Jeff has handled numerous appeals in both state and federal court.

Prior to forming his current firm Jeff served as Florida's 17th Lieutenant Governor of Florida. One of Jeff's responsibilities as Lt. Governor was to oversee the Office of Drug Control where he helped lead Florida's response to the pill mill epidemic that was claiming the lives of 7 people a day in Florida. Additionally, Jeff's budgetary experience both as Lt. Governor and as a member of Florida's House of Representatives will help the team fully explore every potential avenue when assessing and collecting the damages incurred by the county as a result of the opioid epidemic.



### Chuck Hobbs, The Law Office of Chuck Hobbs

A Tallahassee native, Chuck Hobbs earned a B.A. in history from Morehouse College in 1994, a M.A. with a concentration in history from Florida A&M University in 1994, and a J.D. from the University of Florida Levin College of Law in 1998.

A former state prosecutor, in 2001, Hobbs founded his own law firm, one that has handled thousands of criminal and personal injury cases in federal and state courts across the south.

## The Origins of the Epidemic

Deceptive marketing efforts by the pharmaceutical industry, beginning in the late 1990s, encouraged physicians to prescribe long-term and high-dose opioids for the treatment of chronic, non-cancer pain, while misrepresenting the risks associated with misuse and addiction. These profit-motivated campaigns led to massive over-prescription of opioid pain medications, and caused widespread physiological and psychological dependence among patients prescribed these medications.

Meanwhile, wholesale distributors of opioids, statutorily obligated to develop and maintain procedures to investigate and report drug diversion, neglected their obligations to notify the U.S. Drug Enforcement Administration, as well as parallel state entities, regarding suspicious opioid purchases, including orders of usual size, frequency and/or pattern. These failures facilitated and enabled the development of "pill mills," magnifying the scope of this epidemic.

The efforts of these manufacturers and wholesale distributors, along with irresponsible health care providers and pharmacies, led to dramatic increases in the quantities of opioids being sold in the



United States, Florida, and in Leon County. Additionally, these factors resulted in the development of a substantial “black market” for prescription opioids, and sparked a resurgence in the use of other illicit drugs, including heroin, cocaine, fentanyl and even carfentanyl.

The opioid crisis has led to an extraordinary number of overdose deaths, as well as significant economic cost to counties, and countless other social consequences. Through this litigation, the Applicant Team will seek to recover for Leon County’s past damages, as well as its future costs associated with this epidemic.

## **A. Business Information**

### **1. Firm Names, Addresses, Location and Contact Information**

Our consortium of law firms consists of the following lawyers and law firms, who will operate as a single entity for purposes of this matter.

#### **Florida Law Firms**

Fonvielle, Lewis, Messer & McConnaughay  
3375 Capital Circle NE  
Tallahassee, Florida 32308  
Federal Tax ID: 59-3563747  
Primary Contact: Jim Messer  
Phone: (850) 422-7773

Jeff Kottkamp, P.A.  
3311 Dartmoor Drive  
Tallahassee, FL 32312  
Federal Tax ID: 46-5200561  
Primary Contact: Jeff Kottkamp  
Phone: 239-297-9741

Law Office of Chuck Hobbs  
1363 East Lafayette Street  
Tallahassee, Florida  
Federal Tax ID: 01-0688282  
Primary Contact: Chuck Hobbs  
Phone: (850) 219-1625

The Romano Law Group  
1005 Lake Ave  
Lake Worth, FL 33460  
Federal Tax ID: 27-0262259  
Primary Contact: John Romano  
Phone: (561) 533-6700

#### **Out of State Law Firms**

Spangenberg Shibley & Liber, LLP  
1001 Lakeside Ave E #1700  
Cleveland, OH 44114  
Federal Tax ID: 34-0663325  
Primary Contact: Peter Weinberger  
Phone: (216) 600-0114

Schochor, Federico & Staton, P.A.  
1211 St. Paul Street  
Baltimore, Maryland 21202  
Federal Tax ID: 52-1360440  
Primary Contact: Philip Federico  
Phone: (410) 234 - 1000

Spangenberg, Schochor, Romano, Fonvielle et al.  
Response to Leon Opioid Litigation RFQ

## **2. Areas of Responsibility**

Each of the law firms in this consortium are experienced in all stages of complex litigation, including investigation, discovery, and trial. Therefore, each of the law firms in this consortium will share responsibilities associated with administration, research, investigation, determination of recoverable damages, motions, discovery and trial.

However, for organizational purposes, certain law firms are anticipated to take leadership roles over various aspects of this litigation.

Schochor, Federico & Staton, P.A., the Romano Law Group, and Fonvielle, Lewis, Messer & McConnaughay and Spangenberg Shibley & Liber, LLP are anticipated to serve as lead counsel on behalf of Leon County. These firms will maintain primary responsibility for drafting the complaint, determining recoverable damages, conducting discovery, and handling pre-trial hearings and motions. Both the Romano and Fonvielle firms bring prior experience representing Florida governmental entities, which is further addressed in Section B.1 (“Relevant Experience”) of this response.

Additionally, the Spangenberg law firm, due to its role as Co-Liaison Counsel in the National Prescription Opiate MDL, will be monitoring the status of the MDL, and reporting on procedural developments in that litigation.

Fonvielle, Lewis, Messer & McConnaughay, Jeff, Kottkamp, P.A. and the law firm of Chuck Hobbs are each based in Tallahassee, and are anticipated to serve as liaison counsel for Leon County. While all of the lawyers on the consortium will be available to speak with representatives for Leon County, our team believes it is important to have local lawyers and law firms who are available to meet in person with Leon County leadership and staff on short notice, if necessary. Additionally, Mr. Kottkamp is anticipated to assist in the determination of applicable damages, based on the experience and knowledge he has acquired in his career of public service on behalf of the State of Florida.

All of the law firms involved in this consortium have extensive trial experience in complex litigation. As a result, our trial team will consist of representatives from each of the member firms.

Further discussion of the relevant roles of the members of this consortium is set forth under Section C, including an Organizational Chart.

## **B. Minimum Qualifications/Requirements**

### **1. Relevant Experience of Participating Attorneys**

Our team consists of attorneys with a wide breadth of legal experience, to include firms that concentrate in complex commercial litigation, personal injury, products liability, class actions and medical negligence. Members of our team have held leadership roles in multiple MDLs and large class actions, including mass accident, medical device, and pharmaceutical litigation. It is our



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view that this wide breadth of experience is essential to reaching a strategic resolution of this matter.

Our team also includes firms with experience representing municipalities in litigation, as well as attorneys with experience in executive, legislative and administrative roles within Florida.

### **Spangenberg Shibley & Liber, LLP**

Spangenberg, Shibley and Liber LLP was established in 1946 by founding partner Craig Spangenberg. Craig and the firm initially in the 1960's became involved in litigation against "big pharma" when Mr. Spangenberg led a group of lawyers who represented children born with severe deformities caused by their mother's ingestion of the drug thalidomide. Since that time, Peter H. Weinberger and the firm have been involved leadership roles in Multidistrict Litigation Cases involving the drug Albuterol, the drug Benicar, and the MRI dye known as gadolinium-based contrast agents. The Spangenberg firm has also litigated a number of consumer class action cases involving Teflon products, disability insurance contracts, and banking overdraft charges.

Pete Weinberger was appointed in early January 2018 as Plaintiffs' co-liaison in the National Prescription Opiate MDL pending before Federal Judge Polster in the US District Court for the Northern District of Ohio.

### **Schochor, Federico & Staton, P.A.**

The Schochor firm primarily represents patients in complex medical malpractice matters. The Schochor firm has handled countless cases involving the use, misuse or abuse of opioid pain medications, and has relationships with pain management physicians, pharmacologists, internists, and psychiatrists across the country. This experience provides the Schochor firm exceptional context to address the issues associated with the use and misuse of these pain medications.

Additionally, the Schochor firm has extensive experience in complex class action litigation. Jonathan Schochor and Schochor, Federico & Staton, P.A. served as Chair of the Steering Committee in the class action case of Doe v. The Johns Hopkins Hospital (Circuit Court for Baltimore City, Maryland, Case No. 24-C-13-001041), a mandatory, no-opt-out class action arising out of the conduct of Nikita Levy, M.D., an obstetrician gynecologist. The Doe v. Hopkins matter was filed in 2013, and ultimately certified pursuant to Maryland Rule 2-231(b)(1)(B), Maryland's parallel to Federal Rule of Civil Procedure 23(b)(1)(B). See Md. Rule 2-231(b)(1)(B). As the lead attorney representing approximately 9,000 victims, Mr. Schochor led the negotiations ultimately resulting in a \$190 million settlement. That settlement is reported to be the largest single-perpetrator, sexual abuse settlement in the history of the United States. The case has been certified, settled, and approved. Funds from this settlement are currently being distributed to eligible class members, with the vast majority of funds having already been disbursed.

Additionally, Schochor, Federico and Staton, P.A., took a leading role representing the victims in the class action case of Doe v. Bradley (Superior Court of Delaware, New Castle Co., C.A. No. N10C-05-023 (JRS)). The Bradley litigation arose out of the conduct of Earl Bradley, M.D., a

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pediatrician who sexually abused hundreds of patients. The case was certified as a class action pursuant to Delaware Superior Court Civil Rule 23(b)(1)(B). The Schochor firm played a leading role in negotiating a \$123 million settlement on behalf of approximately 1282 victims. That case was certified, settled, allocated, approved and paid.

### **Romano Law Group**

John Romano began litigating against pharmaceutical companies in 1979, when he served on the leadership committee of the Dalkon Shield MDL. Since then, he and his firm have litigated a wide variety of drug and medical device cases against numerous manufacturers, distributors and retailers. This experience includes litigating numerous opioid-related death cases against multiple fentanyl manufacturers.

John Romano currently serves on the leadership committee of MDL 2331 – In re Propecia. In addition, the firm has litigated hundreds of cases in numerous MDL's, including:

- MDL 2372 – Fentanyl (IL)
- MDL 2197 – Depuy ASR hip (OH)
- MDL 2244 - Depuy Pinnacle Hip (TX)
- MDL 2672 – Volkswagen Emissions (CA)
- MDL 875 – Asbestos (PA)
- MDL 2441 – Stryker Hip (MN)
- MDL 2299 – Actos (LA)
- MDL 1203 – Fen Phen (PA)

As a litigation firm primarily representing victims and consumers, nearly every case the Romano Law Group litigates involves recovery of economic damages. The firm has extensive experience working with economists, accountants, and similar experts to prepare and present economic damages models in court. Its cases frequently involve claims brought under various state consumer protection laws.

Eric Romano has successfully litigated multiple opioid death cases in state and federal court against many of the same manufacturers that will be defendants in this litigation, including Janssen, Johnson & Johnson, Teva, Watson, and others. These cases involved deaths of individuals caused by prescribed fentanyl patches, and each case involved extensive discovery, multiple opioid experts, and litigation of many issues similar to those that will be involved in this litigation.

In addition, John Romano, Eric Romano and Todd Romano all began their careers as prosecutors (John and Todd with the U.S. Marine Corp JAG Office, and Eric with the Palm Beach County



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State Attorney's Office), where they dealt daily with drug abuse, drug treatment, and drug experts. As a Board-Certified Criminal Trial Attorney, Eric regularly represents clients whose opioid addictions snare them in the criminal justice system, and his work involves frequent interaction with first responders, law enforcement, doctors, addiction specialists, toxicologists, pharmacologists, and treatment providers.

John Romano, along with co-counsel, successfully represented Palm Beach County in a lawsuit against Travelocity, Expedia, Priceline, Orbitz and other online travel companies for claims related to their failure to collect and pay tourist development taxes. The lawsuit was filed in 2009 and resulted in a settlement in 2011 (Case No. 2009CA025919, Palm Beach County Circuit Court).

#### **Fonvielle, Lewis, Messer & McConnaughay**

Fonvielle, Lewis, Messer & McConnaughay handles personal injury matters including injury from defective pharmaceutical products, auto negligence, medical negligence, aviation negligence and products liability. The firm has handled a variety of products and pharmaceutical liability matters including multi-district litigation relating to the drugs Fen-phen, Baycol, Vioxx and currently, vaginal mesh cases.

C. David Fonvielle began his career as a public defender and later practiced as a criminal defense lawyer and has extensive experience with clients suffering from drug abuse who require expert treatment. He previously represented the State of Florida as one of Florida's "Dream Team" of lawyers chosen in 1995 to represent the state of Florida in its historic and successful litigation against Big Tobacco. Additionally, Mr. Fonvielle has been involved in mass tort cases involving Delonghi heaters and L-tryptophan. He is Board Certified as a Civil Trial Lawyer by the Florida Bar and the National Board of Trial Advocacy.

Jim Messer began his career as an insurance defense lawyer in Macon, Georgia. He is licensed in both Florida and Georgia and his experience with the defense bar gives him valuable insight into the tactics of pharmaceutical defendants. Since joining the firm in 1999, Mr. Messer has successfully handled the firm's Fen-phen, Baycol and Vioxx cases in federal court multidistrict litigation. He is currently handling the firm's vaginal mesh cases. Mr. Messer is Board Certified as a Civil Trial Lawyer by the Florida Bar.

Allen McConnaughay also has extensive experience dealing with drug-related matters as he began his career as a prosecutor in the State Attorney's office in Tallahassee, Florida. He too is licensed in both Florida and Georgia. After his time as a prosecutor, Mr. McConnaughay practiced in a statewide insurance defense firm. This experience gives him unique insight and understanding into the strategies used by both insurance companies and corporate defendants.

#### **Jeff Kottkamp, P.A.**

Jeff Kottkamp, P.A. is a law firm strategically positioned in Florida's Capital City.

The President and Founder of the firm, Jeff Kottkamp, is an AV rated attorney who has been licensed to practice law in Florida since 1988. During the course of his 29 year legal career he has

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handled a wide variety of cases in state and federal court. In addition to jury trial experience--- Jeff has handled numerous appeals in both state and federal court.

Prior to forming his current firm Jeff served as Florida's 17th Lieutenant Governor of Florida. One of Jeff's responsibilities as Lt. Governor was to oversee the Office of Drug Control where he helped lead Florida's response to the pill mill epidemic that was claiming the lives of 7 people a day in Florida.

On June 18, 2008 he served as Acting Governor of the State of Florida.

Jeff also has significant experience with government budgets. Before to being elected Lt. Governor, he served in the Florida House of Representatives for three terms. While in the House he was Chairman of the Judicial Appropriations Committee with direct responsibility for more than \$1 billion in the state budget. In addition, as Lt. Governor he worked with the Governor's Director of the Office of Policy and Budget (OPB) to help shape Florida's \$70+ billion budget.

Jeff's budgetary experience will help the team fully explore every potential avenue when assessing and collecting the damages incurred by the county as a result of the opioid epidemic.

### Experts and Consultants

To supplement our team's relevant experience, we have retained experts with experience in the subject matter underlying this litigation.

Among other experts, we have consulted with Caleb Alexander, M.D., an internist and epidemiologist, to assist us in this case. Dr. Alexander has spoken widely on the pharmaceutical industry's misleading marketing efforts, as well as the impact of the opioid epidemic. Dr. Alexander serves as co-director of the Center for Drug Safety and Effectiveness at Hopkins Bloomberg School of Public Health, and was one of the three editors of the recent report from Hopkins Bloomberg and the Clinton Foundation entitled "The Opioid Epidemic: From Evidence to Impact." Additionally, Dr. Alexander has recently provided testimony before a congressional committee assessing the scope and response to the opioid epidemic.

The Applicant Team has also retained the following experts and consultants:

**Doug Treasurer:** Mr. Treasurer is a retired DEA Special Agent worked primarily on opioid related enforcement while with the DEA. Mr. Treasurer conducted complex domestic and international criminal investigations on major violators of the Controlled Substances Act and other federal law.

**Chad Staller:** Mr. Staller is an economist president of the Center for Forensic Economic Studies. He has extensive experience in a wide variety of civil matters, quantifying loss sustained by many types of plaintiffs.

**Barney Bishop III, DPL:** Mr. Bishop is the team's governmental consultant and has been lobbying local, state, and federal branches of government since 1979. He is the immediate past president and CEO of Associated Industries of Florida founded in 1920 and known as the "Voice



of Florida Business.” He is currently the president and CEO of Barney Bishop Consulting, LLC and serves as the president and CEO of Florida Smart Justice Alliance, Inc., a center-right criminal justice reform advocacy group that is law enforcement-centric. Mr. Bishop has specialized in behavioral healthcare (i.e., substance abuse, mental health, co-occurring disorders) for over 25 years.

## 2. Participating Attorneys Curriculum Vitae



### Spangenberg, Shibley & Liber, LLP

**Peter H. Weinberger** has successfully handled a wide variety of complex injury and wrongful death cases caused by medical malpractice, defective products, and motor vehicle accidents. In the medical malpractice field, he has tried and settled cases that have involved failures to timely diagnose diseases, failed surgeries, and birth injuries. In the field of defective products, he has concluded cases involving industrial plant explosions, defective insulation products, dangerous drugs and defective machinery. Some of the complex motor vehicle cases have included collisions involving overloaded trucks, tractor-trailer collisions, and railroad crossing cases. Peter is experienced in counseling clients who have suffered catastrophic injuries requiring lifetime medical care and in evaluating and presenting the economic and non-economic losses associated with a wrongful death.

Mr. Weinberger has been appointed as Plaintiff's co-liaison counsel in the National Prescription Opiate Multidistrict Litigation case in the Northern District of Ohio Federal Court representing cities, counties, hospital groups and third party payers against the manufacturers and distributors of opiate medications such as OxyContin and fentanyl. This case seeks to recover the enormous public costs associated with the opioid epidemic caused by the illegal marketing and distribution of these drugs. Peter has also served as a member of the Plaintiff's Steering Committee in several cases centralized in Multi-District Litigation including in re Teflon and in re Gadolinium and is currently a member of the Plaintiff's Executive Committee in the Olmesartan (Benicar) MDL.

Mr. Weinberger has also been consistently selected as a "Super Lawyer" on Ohio Super Lawyers magazine's list, including being placed in the Top 10 Ohio and Top 5 Cleveland lists for 2018. Peter's votes are among the highest received in the Super Lawyers nomination process each year.

Mr. Weinberger was voted by Best Lawyers in America® as Best Lawyers, Lawyer of the Year in Personal Injury Litigation – Plaintiffs for 2013 and as Lawyer of the Year in Medical Malpractice Law – Plaintiffs in 2012. He has been voted among the Best Lawyers in America® since 2007.

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He has been recognized as a Local Litigation Star – Plaintiff in the 2016 edition of Benchmark Litigation, a publication focusing on leading trial attorneys and firms in the United States. This was the fourth consecutive year that Mr. Weinberger was been selected as a Local Litigation Star by Benchmark Litigation. The publication's rankings are the result of extensive interviews with private practice lawyers and in-house counsel. The guide's "local litigation stars" reflects lawyers who are recommended by peers and clients to have established consistent reputations as trial attorneys.

Peter H. Weinberger also has been selected by The National Trial Lawyers Association (a professional, educational, and business organization of trial attorneys) as one of the Top 100 Trial Lawyers in Ohio. Selection for this association is extended to civil plaintiff attorneys by special invitation. Candidates are considered for membership based on superior qualifications, leadership, reputation, influence, stature, and profile in the Trial Lawyer community.

Peter has been honored by a number of professional groups. He is a Fellow in the American College of Trial Lawyers, a Fellow in the International Society of Barristers, an advocate of the American Board of Trial Advocates, a sustaining member of the American Association for Justice, and has received distinguished service awards from the Cleveland Academy of Trial Attorneys and the Cuyahoga County Bar Association. He is a past president of the Cleveland Metropolitan Bar Association (formerly the Cuyahoga County Bar Association) and the Cleveland Academy of Trial Attorneys. He has lectured extensively on all aspects of personal injury cases and trial practice.



**Dustin B. Herman, Esq.** Dustin joined The Spangenberg Law Firm as an associate in 2015. Prior to joining the Spangenberg Team, Dustin was an attorney with Romano Law Group in West Palm Beach, FL, where his practice focused on pharmaceutical and medical device litigation as well as catastrophic injury cases. He has handled cases involving traumatic brain injuries, medical malpractice-wrongful death, product liability-wrongful death, gas drilling/fracking cases, commercial disputes, and various mass tort cases including Actos, Benicar, BP Oil, DePuy ASR, DePuy Pinnacle, Propecia, Stryker Rejuvenate/ABG-II, Yaz, and the Zimmer Natural Knee II.

Dustin has handled complex product liability cases in both federal and state courts and is experienced in handling mass tort cases that have been consolidated into multidistrict litigation (or an "MDL").

Dustin lectures across the country on Daubert issues, discovery of ESI, and various other legal topics, and he is the author of numerous publications, including a chapter in the 4th Edition of AAJ's "Anatomy



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of a Personal Injury Lawsuit," which was released in March 2015 by Trial Guides and AAJ.

In 2013, Dustin was named as one of South Florida's "Most Effective Lawyers" by the Daily Business Review; in 2014, 2015, 2016, and 2017, he was selected as one of the National Trial Lawyers Association's "Top 100 Trial Lawyers" (for south Florida and Ohio); in 2016 and 2017, he was selected as one of the National Trial Lawyers Association's "Top 25 Mass Tort Trial Lawyers" (Ohio); and in 2015 and 2017, Dustin was named as a Rising Star by Super Lawyers.



**Jeremy Tor** represents everyday individuals who are injured or killed because of the wrongdoing of others. His practice focuses on cases involving police brutality, wrongful death, professional malpractice, and premises liability. Understanding that the jury system is a potent check on those who abuse power, Jeremy prepares every case for trial.

Prior to joining Spangenberg Shibley & Liber LLP, Jeremy worked in the litigation department of a large international law firm in Manhattan. Before that, he served for two years as a law clerk to the Honorable Dan Aaron Polster (N.D. Ohio). Judge Polster now presides over the National Prescription Opiate MDL.

Jeremy received his law degree in 2011 from the University of Virginia. Upon graduation, he was awarded the Eppa Hunton IV Memorial Book Award, which is given by the faculty to one graduating student "who has demonstrated unusual aptitude in litigation courses and shown a keen awareness and understanding of the lawyer's ethical and professional responsibility.



## **Schochor, Federico & Staton, P.A.**

### **Jonathan Schochor**

Mr. Schochor concentrates his practice in the field of medical malpractice and class action litigation. Mr. Schochor has been practicing law for 45 years. He has represented thousands of claimants in medical malpractice matters and other complex litigation, and has recovered more than \$1 billion for his clients. Among many other awards, Mr. Schochor has been recognized as follows: Plaintiffs 2016 "Lawyer of the Year," Best Lawyers®, Baltimore Medical Malpractice Law; 2015 Trial Lawyer of the Year, Maryland Association for Justice, (co-recipient); Influential Marylander, The Daily Record, 2015; Cornerstone Award, SmartCEO Magazine, 2015; Maryland Super Lawyers™; Best Lawyers in America™; Bar Register of Pre-Eminent Lawyers™; AV Rating, Martindale-Hubbell™; Baltimore and Washington, D.C.'s Best Lawyers™, as well as other recognition.

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Additionally, Mr. Schochor has taught and lectured both nationally and locally at institutions such as the Johns Hopkins Hospital, the Johns Hopkins School of Medicine and MedStar. Further, he has been a guest expert on a variety of radio and television programs, speaking on issues involving the law and medicine, and has been called upon to testify before the Maryland legislature on issues involving medical malpractice. Finally, Mr. Schochor is a Past-President of the Maryland Trial Lawyers Association (n/k/a Maryland Association for Justice).

Mr. Schochor is licensed to practice in the State of Maryland, the District of Columbia, the United States District Court, District of Maryland, the United States District Court for the District of Columbia, and The Supreme Court of the United States.



#### **Philip C. Federico**

Mr. Federico concentrates his practice in the field of medical malpractice and class action litigation. He is certified by the American Board of Professional Liability Attorneys and has lectured at Johns Hopkins Hospital and other health care facilities. Because of his expertise in the field, Mr. Federico has been asked to testify before the Maryland Legislature on issues related to law and medicine. Thorough his 35-year career, he has tried approximately 100 malpractice cases.

For the last 20 years, Mr. Federico has maintained an AV rating in the Martindale-Hubbell Law Directory™ the highest rating an attorney can receive for legal ability and ethical standards. He has also been named a Maryland Super Lawyer™ every year since 2006, and has been designated by that organization as one of the Top 100 Attorneys in Maryland™ every year since 2010. Most recently, Mr. Federico was recognized as the 2014 Baltimore Medical Malpractice Law – Plaintiffs “Lawyer of the Year” by Best Lawyers®.

Mr. Federico is licensed to practice in the State of Maryland, the District of Columbia, and the United States District Court, District of Maryland. Mr. Federico has also been admitted to practice *pro hac vice* in Pennsylvania, Delaware, Florida, North Carolina, Nevada, New Jersey and New York.



#### **Kerry D. Staton**

Mr. Staton concentrates his practice in the field of medical malpractice. Mr. Staton was elected as a Fellow of the American College of Trial Lawyers. Membership in the College is restricted to the top 1% of lawyers in each state. He was also appointed as a Commissioner to the Attorney Grievance Commission by the Chief Judge of the Court of Appeals of Maryland. Previously, he served as a Peer Review Panel



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member, a Review Board member, as well as Chairman of the AGC Review Board.

Mr. Staton was named 2013 Baltimore Medical Malpractice Law – Plaintiffs “Lawyer of the Year” by Best Lawyers®. Mr. Staton is on the Board of Directors of the Maryland Volunteer Lawyers Service, which provides legal services to low income citizens. He has also served on the Board of Directors of the Howard Community College Foundation Board, and Marian House, a transitional housing program for homeless women.

Mr. Staton is licensed to practice in the State of Maryland, the District of Columbia, the United States District Court for the District of Maryland, and the United States District Court for the District of Columbia. Additionally, Mr. Staton has been admitted *pro hac vice* in Pennsylvania, Alabama, and other jurisdictions.



#### **James D. Cardea**

Mr. Cardea concentrates his practice in the field of medical malpractice. Mr. Cardea has been selected for inclusion in the Best Lawyers in America™ since 2011. Mr. Cardea has also been recognized as one of the Top 100 Trial Lawyers in Maryland™ by The American Trial Lawyers Association and a Top 100 Litigation Lawyer in the State of Maryland by the American Society of Legal Advocates. In 2015, Mr. Cardea was included as one of the 10 Best Attorneys for Maryland by the American Institute of Personal Injury Attorneys.

Mr. Cardea has been selected by his peers for inclusion in Maryland Super Lawyers Magazine™ since 2010 where he has been recognized as one of the Top 100 attorneys in Maryland in 2012, 2013, 2014 and 2016. Mr. Cardea has also received an AV rating from Martindale-Hubbell™, a testament to the fact that his peers rank him at the highest level of professional excellence. Most recently, Mr. Cardea received the 2015 prestigious Top 10 Attorney Award for the State of Maryland from the National Academy of Personal Injury Attorneys, Inc. In 2009, Mr. Cardea was recognized by the American Biographical Institute as the Man of the Year for Outstanding Contributions to Law.

Mr. Cardea is licensed to practice in the State of Maryland, the District of Columbia, the United States District Court for the District of Maryland, and the United States District Court for the District of Columbia.



#### **Scott Kurlander**

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Mr. Kurlander concentrates his practice in the field of medical malpractice. Mr. Kurlander has lectured at venues such as the National Business Institute to Lawyers and Paralegals in Maryland, and the Maryland Institute for Continuing Professional Education of Lawyers. He has also presented Grand Rounds to physicians at numerous hospitals and institutions on how to avoid malpractice and issues related to the law of medical malpractice in Maryland. He was a judicial clerk for the Honorable Paul E. Alpert, Associate Judge of the Court of Special Appeals of Maryland, as well as the Honorable Edward J. Angeletti, Judge of the Circuit Court for Baltimore City, Maryland. Additionally, Mr. Kurlander has been appointed as a panel member on Maryland's Attorney Grievance Commission, which oversees and reviews complaints filed against lawyers, and a member of the Maryland State Bar Association's Committee on Law Reform.

Mr. Kurlander is a member of Voir Dire Committee of the Maryland State Bar Association, where he is responsible for helping develop a uniform set of guidelines for the way judges and attorneys question prospective jurors in civil and criminal trials in Maryland. Mr. Kurlander was named 2008 Professional of the Year in the Malpractice Law Industry by Cambridge Who's Who™. He was also named a Rising Star in 2009 by Maryland Super Lawyers, as one the state's best attorneys under the age of 40, and for the last eight years has been selected as a Maryland Super Lawyer™. Mr. Kurlander has also been recognized by The Washington Post as a one of Baltimore & Washington, D.C.'s Top Lawyers and received an AV rating from Martindale-Hubbell—a testament to the fact his colleagues rank him at the highest level of professional excellence. He is a member of the Million Dollar Advocates Forum, a group limited to elite trial lawyers in the United States who have won million dollar (or larger) verdicts and settlements. He has also been recognized by the American Society of Legal Advocates as a Top 100 Litigation Lawyer in the State of Maryland. Mr. Kurlander recently was selected to a list of the Nation's Top One Percent by the National Association of Distinguished Counsel (NADC).

Most recently, Mr. Kurlander is an integral member of a Medical Malpractice Workgroup assigned by the Conference of Circuit Court Judges. The Workgroup studies and recommends initiatives to improve the practice of medical malpractice law in the State of Maryland. Mr. Kurlander also actively trains numerous judges in judicial circuits around the State in medical malpractice law.

Mr. Kurlander is licensed to practice in the State of Maryland, the District of Columbia, the United States District Court for the District of Maryland, and the United States District Court for the District of Columbia.



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**Jonathan Goldberg**

Mr. Goldberg concentrates his practice in the field of medical malpractice. He has given several lectures and presentations in the areas of medical malpractice issues throughout the state of Maryland. Prior to representing clients injured due to medical negligence, Mr. Goldberg spent approximately 14 years defending health care providers in medical malpractice lawsuits.



**Brent Ceryes**

Mr. Ceryes concentrates his practice in the fields of medical malpractice and class actions. Mr. Ceryes is licensed to practice in the State of Maryland, the District of Columbia, and the United States District Court for the District of Maryland.



**Jonathan Huddleston**

Mr. Huddleston concentrates his practice in the fields of medical malpractice. Mr. Huddleston is licensed to practice in the State of Maryland.



**Lauren Schochor**

Ms. Schochor is an attorney and medical investigator with the firm. Ms. Schochor is licensed to practice in the District of Columbia, New Jersey and Pennsylvania.



**Tara Clary**

Ms. Clary is an attorney and medical investigator with the firm. Ms. Clary is licensed to practice in the State of Maryland.



**Nicole Szeliga**

Ms. Szeliga is an attorney and medical investigator with the firm. Ms. Szeliga is licensed to practice in the State of Maryland.

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#### **Kristina Tyler**

Ms. Tyler is an attorney and medical investigator with the firm. Ms. Tyler is licensed to practice in the State of Maryland.



#### **Madeline George**

Ms. George is an attorney and medical investigator with the firm. Ms. Tyler is licensed to practice in the State of West Virginia.



#### **Romano Law Group**

**John F. Romano** of West Palm Beach, Florida, is a senior partner in the West Palm Beach, Florida, law firm of Romano Law Group. He is board-certified as a civil trial advocate by the Florida Bar, the National Board of Trial Advocacy, and the American Board of Professional Liability Attorneys.

He is a Fellow of the International Academy of Trial Lawyers and the former Chairman of the ATLA Criminal Law Section.

Mr. Romano has served as President of both the Academy of Florida Trial Lawyers and the Southern Trial Lawyers Association. He is a former Chairman of the ATLA National College of Advocacy. He is a former President of the Melvin M. Belli Society.

John Romano has authored dozens of publications on litigation and trial advocacy, and he is the author of the textbook *Strategic Use of Circumstantial Evidence*, published by the Michie Company, and editor/co-author of the textbook *Depositions (in Florida)*, published by Knowles Law Book Publishing Company. He is also the author of two books, *The Deposition Field Manual*, published in July 2002 by PESI Law Publications, and *Opening Statement: Winning the Jury*, published in 2004 by PESI Law Publications.

Mr. Romano has litigated or gone to trial in virtually every type of civil and criminal case, including first degree murder, solicitation to commit first degree murder, armed robbery, medical malpractice, product liability, patent infringement, tort of outrage, automobile negligence, premises liability, defamation of character, and more.



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John Romano is also a co-founder of Vive Verde, Inc., a firm devoted to the design and construction of environmentally friendly, green, "LEED-certified" and "living" office buildings for law firms.

John Romano previously served as a Captain in the United States Marine Corps. He resides in West Palm Beach, Florida, with his wife, Nancy, and their family includes son, Eric, his wife, Paige, their daughter, Emma, and sons, Braden and Cameron; son, Todd, and his wife, Sarah, and their daughters, Ava and Mae, and son, William; son, Chad, and his wife, Jenell, and their sons, Collin and Evan; and son, Ryan, and his wife, Sonja, and their daughters, Kennah and Lyndal, and son, Tieran.

**Florida Bar Number: 175700**



**Eric Romano** is a Board Certified Criminal Trial Attorney with Romano Law Group in West Palm Beach, Florida. He received his B.S. degree in Business Management from Florida State University in 1993, where he played football for Coach Bobby Bowden, and he earned his J.D. degree from Stetson University College of Law in 1997.

He began his career in 1997 as a prosecutor with the Palm Beach County State Attorney's Office. As an Assistant State Attorney, he prosecuted a wide variety of criminal cases in the Misdemeanor, Juvenile, Domestic Violence and Felony trial divisions. He left the State Attorney's Office to join Romano, Eriksen & Cronin in 2001, which was renamed Romano Law Group in 2007. He has gone to verdict in more than 125 criminal and civil trials.

Eric is Past President of the Southern Trial Lawyers Association and currently serves as Secretary of the Florida Justice Association and President-Elect of the Melvin Belli Society. He is also a member of the American Association for Justice, The National Trial Lawyers, the Palm Beach County Bar Association, The Palm Beach County Justice Association and the Palm Beach County Association of Criminal Defense Lawyers. He is a Life Member of both the National Association of Criminal Defense Lawyers and the Florida Association of Criminal Defense Lawyers. He concentrates his practice in the areas of personal injury/wrongful death, criminal defense, and commercial litigation, and he frequently lectures in the areas of both criminal and civil trial practice.

Eric is admitted to the Florida Bar, the U.S. District Court for the Southern District of Florida and the Middle District of Florida, the 11<sup>th</sup> Circuit Court of Appeals, and the United States Supreme Court. He is Board-Certified by both the Florida Bar and the National Board of Trial Advocacy in Criminal Trial Law. Eric is "AV" rated by Martindale-Hubbell<sup>SM</sup>, and has been named to Florida Super Lawyers annually since

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2009. He has frequently been appointed as a Special Assistant State Attorney to prosecute criminal cases in Palm Beach County.

**Florida Bar Number: 120091**



**Todd Romano** is a 2012 Super Lawyers Rising Star, practices in the areas of personal injury and wrongful death, product liability, mesothelioma/asbestos, claims against the government (Federal Tort Claims Act) and commercial litigation. He is also a member of the Taos Group, an association of prominent trial attorneys from around the country who work together to better serve the needs of their clients.

Todd is a 1995 graduate of University of Iowa, where he enrolled in post-graduate studies in psychology while completing his final season as a scholarship student-athlete (place-kicker and punter). In 1999, he received his Juris Doctor degree from Stetson University College of Law. After earning a commission as a Second Lieutenant in the United States Marine Corps before his final year of law school, Todd began his active duty tour in the U.S. Marine Corps shortly after graduating from Stetson.

While in the U.S. Marine Corp, Todd gained a wealth of knowledge in military law. As a Judge Advocate, he oversaw and conducted criminal and civil investigations; drafted policy and opinion letters on government ethics and standards of conduct; and conducted legal review of requests for information under the Privacy Act and the Freedom of Information Act. Later, as head of the Claims and Investigations Section of the Civil Law Office, Todd handled criminal and civil investigations, as well as claims brought by and against the United States and the U.S. Marine Corps under various Federal Claims Acts, including the Federal Tort Claims Act. During his final year of active duty he served as a Trial Counsel, where he prosecuted over 120 criminal cases under the Uniform Code of Military Justice before his honorable discharge in July 2003.

Today, Todd focuses his practice in the areas of trucking, personal injury/wrongful death, mesothelioma and product liability litigation.

**Florida Bar Number: 178100**



### **Fonvielle, Lewis, Messer & McConnaughay**

**David Fonvielle** is a civil trial lawyer board certified by The Florida Bar and the National Board of Trial Advocacy. He is AV rated by the Martindale-Hubbell Law Directory, which is the highest rating possible. He was named the Tallahassee Best Lawyers 2009 Personal Injury



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Litigator of the Year and has been chosen by the American Trial Lawyers Association as one of Florida's Top 100 Trial Lawyers. Mr. Fonvielle has also been named one of Florida's Top Lawyers by Florida Monthly Magazine and is a member of Florida Trend's Legal Elite. He was selected to Super Lawyers, a guide that recognizes the top attorneys in select states. In addition, he was selected to be included in Best Lawyers of America, a definitive guide to legal excellence in the U.S. Mr. Fonvielle is one of one of Florida's "Dream Team" of lawyers chosen in 1995 to represent the state of Florida in its historic and successful litigation against Big Tobacco. He is profiled by Law & Leading Attorneys, a listing of attorneys selected by their peers as someone to whom they would refer a close friend or relative. He graduated from Florida State University College of Law and was admitted to The Florida Bar in 1972. He has served as a public defender for the 2nd Judicial Circuit and has been in private practice since 1974. A President's Club member of the Association of Trial Lawyers of America, Mr. Fonvielle was on the Board of Directors of the Academy of Florida Trial Lawyers, a member of the American Bar Association, the Tallahassee American Inns of Court, the American Board of Trial Advocates, and the Tallahassee Bar Association, where he served on the Board of Directors. He has spoken at numerous continuing legal education seminars and has guest lectured at the Florida State University College of Law and the Stetson University College of Law. Mr. Fonvielle annually attends specialized programs on handling personal injury cases and trial practice. He annually sponsors a scholastic award for achievement at the College of Law where he endowed a professorship. His practice is limited to significant personal injury and wrongful death claims. Mr. Fonvielle is married and has two children.

**Florida Bar Number: 178100**



**James E. Messer, Jr.** is an experienced trial attorney who is board certified by the Florida Bar and has practiced in the areas of general civil litigation and personal injury litigation since his graduation from the Walter F. George School of Law at Mercer University in 1993. He is AV Rated by the Martindale-Hubble Law Directory, the highest rating awarded. Mr. Messer has been selected to Super Lawyers, a guide that recognizes the top attorneys in select states. In addition, Mr. Messer was chosen by his peers for inclusion in the Florida Trend Florida Legal Elite, recognizing the top lawyers in Florida. Mr. Messer joined Fonvielle Lewis Messer & McConnaughay in 1999. He is a member of The Florida Bar, The State Bar of Georgia, the Tallahassee Bar

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Association, The American Association for Justice, the Florida Justice Association, the Georgia Trial Lawyers Association, and the Million Dollar Advocates Forum. A former Army Captain who served as a helicopter pilot, Mr. Messer is admitted to practice before all Federal Courts in the State of Florida, the U.S. District Court for the Middle District of Georgia, and the United States Court of Appeals for the Eleventh Circuit. His previous work as defense counsel for insurance companies in Florida, and while living in Georgia, provided him with invaluable insight into tactics of prosecuting the claims of the firm's personal injury and wrongful death clients in both states. Mr. Messer is married and has three children.

**Florida Bar Number: 141980**



**Allen McConnaughay** joined Fonvielle Lewis Messer & McConnaughay in 2005 as an Associate attorney, and has been a partner since 2010. Mr. McConnaughay graduated from Florida State University College of Law in 1999, and spent two years as an Assistant State Attorney in Franklin and Leon Counties. During this time, he gained extensive courtroom experience as the lead prosecutor in jury and non-jury trials. In 2001, Mr. McConnaughay began working for a statewide insurance defense firm, gaining an intimate knowledge of the strategies used by insurance companies in their claims' handling and litigation. His experiences on both sides of the courtroom and his thorough understanding of the insurance industry make him an invaluable asset to the firm and our clients. Mr. McConnaughay is a member of the Florida Bar, the Georgia Bar, and various U.S. Federal District Courts in both states. Mr. McConnaughay has been named as a "Rising Star" by Super Lawyers, a guide that recognizes the top attorneys in select states. He is also an **AV Rated** attorney by the Martindale-Hubbe Law Directory, the highest rating awarded. Mr. McConnaughay and his wife Jen are the proud parents of two girls.

**Florida Bar Number: 998753**

### **Jeffrey Kottkamp, P.A.**



**Jeffrey Kottkamp** is an AV rated attorney who has been licensed to practice law for 25 years. He specializes in Legislative and Governmental affairs. In November of 2006 he was elected as Florida's 17th Lieutenant Governor and served the citizens of Florida in that capacity from 2007-2011. On June 18, 2008 he served as Acting Governor of the State of Florida.



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Prior to serving as Lt. Governor, Governor Kottkamp served in the Florida House of Representatives for three terms from 2000 to 2006 representing portions of Lee, Charlotte and Sarasota Counties. While in the House, Governor Kottkamp served as Chairman of the powerful Judiciary Committee, Chairman of the Government Operations Committee, and Vice-Chairman of the Rules Committee. Governor Kottkamp was also Chairman of the Lee County Legislative Delegation.

Governor Kottkamp has extensive experience with the state budget process. As a member of the Legislature he served as Chairman of the Judicial Appropriations Committee and also served on the Fiscal Council. He had direct responsibility for more than \$1 billion in the state budget. As Lt. Governor he worked with the Governor's Office of Policy and Budget to help shape Florida's \$70+ billion budget.

Governor Kottkamp's experience in State government is unique in the halls of the State Capitol. Having served both in the Executive Office of the Governor and as a Member of the House of Representatives, Governor Kottkamp has firsthand experience in the process that few have. Moreover, many of the current members and staff in the Legislature, as well as members of the staff in the Governor's office, worked alongside Governor Kottkamp when he was in office.

**Florida Bar Number: 771295**



### **Law Office of Chuck Hobbs**

**Chuck Hobbs** is a trial lawyer and award winning freelance writer. A Tallahassee native, Hobbs earned a B.A. in history from Morehouse College in 1994, a M.A. with a concentration in history from Florida A&M University in 1994, and a J.D. from the University of Florida Levin College of Law in 1998.

A former state prosecutor, in 2001, Hobbs founded his own law firm, one that has handled thousands of criminal and personal injury cases in federal and state courts across the south. Since 2003, Hobbs has tried a number of high profile cases, including two jury trials that aired on Court TV. The first was as co-counsel in the 2003 gambling trial of former Florida State University quarterback Adrian McPherson, one that ended in a hung jury. The second was in 2006, when Hobbs served as lead attorney for four defendants in what became known as the "Kappa Hazing Case," the nation's first ever felony hazing trial. In 2009, Hobbs represented Deneilo Bradshaw, a young man indicted for capital murder in the death of Tallahassee Police Department informant Rachel Hoffman. In 2011, Hobbs served as lead counsel for Dr. Julian E. White, the legendary Band Director of the Florida A&M University Marching 100, following the hazing death of Drum Major Robert

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Champion and in 2013, Hobbs represented Jerry Bass in the Allied Veterans multi-million dollar internet gambling case in Seminole County, Florida.

Hobbs is a regularly featured columnist in The Hill, The Grio and the Tallahassee Democrat and his editorials also have appeared in the New York Times, Miami Herald, and Florida Times-Union. Hobbs twice has been nominated for a prestigious Pulitzer Prize in Commentary, first by the Tallahassee Democrat in 2011 and in 2017 by The Hill. Hobbs won a coveted Florida Bar Media Award in 2010 for a series of articles regarding race, gender and the judiciary.

Due to his work in the courtroom and as a writer, in 2014, Hobbs was invited by the United States Department of Defense to travel to Naval Base Guantanamo in Cuba, where he observed and wrote extensively about the court proceedings for Khalid Sheikh Mohammad and the 9/11 terror co-conspirators.

**Florida Bar Number: 194433**

### **3. Financial Ability**

The law firms on our team each have experience handling large and complex litigation matters. The Applicant team has the financial wherewithal to pursue to this case to verdict, and through any appeal, if necessary. The Applicant Team consists of six well-established law firms, with over \$15 million available in funds for litigation costs. Additional funds are available, if needed.

### **4. Legal Theories Advanced and Currently Represented Parties**

The Spangenberg law firm currently represents four Counties in Ohio, as well as the City of Delray Beach in Florida and the Township of Irvington, NJ. Additionally, the Applicant team has been selected to represent Marion County, and Taylor County, Florida in this litigation.

The legal theories advanced in each of these cases will be similar to those advanced on behalf of Leon County. The legal theories advanced against manufacturer and distributor defendants is set forth below.

#### **A. Manufacturers Case**

##### **1. Theory of Liability**

Manufacturers of opioid-pain medications began a marketing scheme in the late 1990s designed to persuade doctors and patients that opioids could be used for the treatment of chronic pain, while misrepresenting the risk of addiction associated with these drugs. Among other means, the industry utilized "key opinion leaders" (physicians paid by the pharmaceutical industry) to promote the use of these medications, and created professional societies to advocate for the widespread use of opioids to treat chronic pain. The industry also sponsored scientific articles,



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medical conferences and seminars which encouraged the use of opioid medications for the treatment of chronic pain.

Through these efforts, it is alleged that the pharmaceutical industry misrepresented the well-established risks of addiction associated with these medications, as well as their efficacy in treating chronic, non-cancer pain. These misrepresentations, which were directed primarily at physicians, induced physicians to write medically unnecessary prescriptions for these medications, and laid the foundation for today's widespread addiction and abuse.

Purdue holds the largest share of the national opioid market, with their drug OxyContin alone representing approximately 30% of the overall painkiller market. Purdue opioid drugs also comprise the largest share of the branded opioid market in Florida, based on information obtained by our team from Medicaid records.

## **2. Causes of Action**

At this stage of our investigation, the Applicant Team would propose bringing a private cause of action under the Florida Unfair or Deceptive Trade Practices Act, as well as claims of common law Public Nuisance, Fraud and Unjust Enrichment. These causes of action may be supplemented as our investigation continues.

These causes of action arise from the Manufacturer Defendants' efforts to downplay the risks of addiction associated with opioid-pain medications, while overstating the benefits and appropriate use of these medications.

## **B. The Distributor Case**

Wholesale distributors distribute opioid medications from manufacturers to pharmacies. Distributors of opioid drugs are regulated by both state and federal law, to prevent diversion of these controlled substances.

The primary distributors of opioid pain medication are McKesson, Cardinal Health and Amerisource Bergen. These three distributors comprise 85-90% of opioid drug distribution.<sup>1</sup>

## **1. Theory of Liability**

As set forth in a letter from the DEA to opioid distributors, distributors are "one of the key components of the distribution chain. If the closed system is to function properly ... distributors must be vigilant in deciding whether a prospective customer can be trusted to deliver controlled substances only for lawful purposes. This responsibility is critical, as ... the illegal distribution of controlled substances has a substantial and detrimental effect on the health and general welfare of the American people."<sup>2</sup>

<sup>1</sup> <http://www.michigan.gov/som/0,4669,7-192-47796-447355--,00.html>

<sup>2</sup> See Letter from Joseph T. Rannazzisi, Deputy Assistant Adm'r, Office of Diversion Control, Drug Enforcement Admin., U.S. Dep't of Justice, to Cardinal Health (Dec. 27, 2007).

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According to 21 Code of Federal Regulations 1301.74(b), distributors have a duty to report “orders of unusual size, orders deviating substantially from a normal pattern, and orders of unusual frequency.” States may have similar statutes which require distributors to report suspicious or unusual orders.

The DEA maintains a database, ARCOS, which includes information about all opioid sales in the United States.

## **2. Causes of Action**

At this stage of our investigation, the Applicant team would propose bringing claims of Negligence/Negligence Per Se, as well as claims of Public Nuisance as to the Distributor Defendants.

These causes of action primarily arise of the distributors’ failure to comply with their statutory obligations to monitor for “orders of unusual size, orders deviating substantially from a normal pattern, and orders of unusual frequency.” These causes of action may be supplemented as our investigation continues.

## **C. Experience and Organizational Structure**

### **1. Attorneys actively involved in the work contemplated.**

The firms and attorneys that will be involved in the work contemplated under this Proposal are set forth in within Section B.1, which addresses the relevant experience of firms in this consortium, as well as Section B.2., which includes curriculum vitae for each attorney, and the jurisdictions in which they are admitted to practice law.

### **2. Governmental Entities Currently Represented in the Opioid Litigation**

As noted above, the Spangenberg law firm currently represents four Counties in Ohio, as well as the City of Delray Beach in Florida and the Township of Irvington, NJ. Additionally, members of the Applicant team, including the Romano Law Group and Schochor, Federico & Staton, P.A., have been selected to represent Marion County, and Taylor County, Florida in this litigation.

### **3. Appointments of Team Members in National Prescription Opiate MDL**

Peter Weinberger of the Spangenberg firm, has been appointed as Plaintiff’s co-liaison counsel in the National Prescription Opiate Multidistrict Litigation. In that role, Mr. Weinberger is responsible for communications on behalf of the Plaintiffs with the Court and with the Defendants.



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#### 4. Organizational Chart

##### Co-Lead Counsel

Philip Federico, Schochor, Federico & Staton, P.A.	John Romano The Romano Law Group	Peter Weinberger Spangenberg Shibley and Liber	David Fonvielle Fonvielle, Lewis, Messer & McConaughay
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##### Administrative Leads

Philip Federico,  
Schochor, Federico &  
Staton, P.A.

John Romano  
The Romano Law Group

##### Discovery Leads

**Primary Lead:**

John Romano  
The Romano Law Group

**Liability Discovery:**

John Romano  
The Romano Law Group

Peter Weinberger  
Spangenberg Shibley and  
Liber

Philip Federico  
Schochor, Federico &  
Staton, P.A.

**Damages Discovery:**

Philip Federico  
Schochor, Federico &  
Staton, P.A.

Jeff Kottkamp  
Jeff Kottkamp P.A.

##### Liason Counsel

David Fonvielle  
Fonvielle, Lewis, Messer  
& McConaughay

Jim Messer  
Fonvielle, Lewis, Messer  
& McConaughay

Allen  
McConaughay  
Fonvielle, Lewis, Messer  
& McConaughay

Jeff Kottkamp  
Jeff Kottkamp P.A.

Chuck Hobbs  
Law Office of Chuck  
Hobbs

##### Trial Counsel Leads

John Romano  
The Romano Law Group

David Fonvielle  
Fonvielle, Lewis, Messer  
& McConaughay

Philip Federico,  
Schochor, Federico &  
Staton, P.A.

The firms in this consortium have been cooperating on opioid-related litigation for several months, and have developed procedures for effective document sharing, communication between counsel, and coordination of meetings. Our team members have weekly conference calls, and are currently coordinating their efforts in the course of representing other entities.

Our team utilizes shared Microsoft Outlook calendaring, and intend to utilize Microsoft SharePoint services to ensure effective and secure communication and document sharing.

## 5. Control Systems

Our team is currently engaging in weekly teleconferences, with pre-circulated agendas, “to-do” lists indicating responsible parties, and deadlines. Our group drafts minutes of these meetings, which are circulated for approval.

Any expenses incurred in the course of representation Leon County will require approval of the co-lead attorneys. However, under the circumstances of the proposed contingent fee, Leon County will not be liable for reimbursement of these expenses.

## D. Project Approach

### 1. Strategy

Leon County may pursue this litigation in either Florida state court, or in federal court. Federal cases are currently consolidated in the “In Re: National Prescription Opiate MDL,” currently pending before Judge Daniel Polster.

Pursuing this litigation in Florida state court, rather than participating in multidistrict litigation in federal court, may have the following benefits:

1. Filing and keeping the case in state court will permit Leon County to control its own destiny by formulating and prosecuting its own unique strategy which best fits the county’s goals.
2. Filing the case in state court permits the county to control the dispersal of funds through settlement or verdict.
3. By pursuing this matter in Florida state courts, the defendants will be required to devote attention and resources to this case, creating more pressure for potential settlement.
4. Filing in state court will permit Leon County’s claim to be tried in a Florida state court, before a local jury.

However, the Applicant Team is also well positioned and able to, if necessary, litigate and try this case in federal court. In particular, one of our team members, Peter Weinberger, has been appointed as Plaintiffs’ liaison counsel in the multidistrict litigation case. Mr. Weinberger thus occupies a significant leadership role in the already existing multidistrict litigation.

The determination of whether to pursue this litigation in state or federal court will be made in coordination with County officials, and may include consideration of whether Leon County wishes to proceed against a local defendant, in addition to out of state distributors and manufacturers, as would be necessary to keep Leon County’s case in state court.

### 2. Anticipated Services

Based on the current posture of the Federal MDL, it is difficult to establish deadlines or predict timelines beyond the filing of a Complaint.



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Even if filed in state court, we anticipate that our case would be at least temporarily removed to federal court, pending resolution of a Motion to Remand. Currently, Judge Daniel Polster, the Judge presiding over the MDL, is not considering Motions for Remand. However, we anticipate the following services rendered under this Proposal, with estimated dates of completion where possible:

<b>Services Provided</b>	<b>Anticipated Completion</b>
<b>Identification of Defendants</b>	30 days from the date our team is retained by Leon County.
<b>Filing of Complaint on behalf of Leon County</b>	30 days from the date our team is retained by Leon County.
<b>Briefing and Hearings: Potential removal and remand.</b>	Dependent on course of litigation.
<b>Briefing and Hearings: Potential Motions to Dismiss.</b>	Dependent on course of litigation.
<b>Discovery with respect to liability and damages</b>	Dependent on course of litigation.
<b>Briefing and Hearing: Potential Motions for Summary Judgment</b>	Dependent on course of litigation.
<b>Mediation</b>	Dependent on course of litigation.
<b>Trial</b>	Dependent on course of litigation.
<b>Resolution of Potential Appeal</b>	Dependent on course of litigation.

The distribution of these responsibilities between team members is set forth in the preceding sections of this Response.

## **E. Pricing Methodology and Financial Capability**

### **1. Fee Structure**

The Applicant Team would propose the following fee structure:

- Ten percent (10%) of the gross amount recovered if the Claims are settled prior to filing a Complaint
- Twenty percent (20%) of the gross amount recovered if the Claims are settled prior to the first day of trial
- Twenty-two and a half percent (22.5%) of the gross amount recovered after a trial on the merits.

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- Twenty-five percent (25%) of the gross amount recovered after any post-judgment appeal, regardless of whether the appeal is brought by or against the County.

In no event will the contingent fee payable to the Applicant Team exceed that which is permissible under the Florida Bar rules.

The payment of fees as outlined above would be entirely contingent upon the Applicant Team recovering money for the County. If the Applicant Team makes no recovery for the County, then the County will not be responsible for paying any fee to the Applicant Team.

As set forth in the Request for Proposals, this contingent rate will be inclusive of all fees, expenses and costs; however, the Applicant Team reserves the right to seek recovery of litigation expenses as part of a settlement with the Defendants, so long as recovery of those expenses in no way affects Leon County's recovery in this litigation.

## **2. Financial Capability**

The law firms on our team each have experience handling large and complex litigation matters. The Applicant team has the financial wherewithal to pursue to this case to verdict, and through any appeal, if necessary. The Applicant Team consists of six well-established law firms, with over \$15 million available in funds for litigation costs. Additional funds are available, if needed.

## **3. Professional Liability Insurance**

Copies of professional liability insurance documents are attached as Exhibit A.

Public Entity Crime Affidavit and Drug Free Work Places Certification are Attached as Exhibits H and G, respectively

## **F. Supporting Documentation**

The following documents are attached to this RFP:

- Exhibit A: Equal Opportunity/Affirmative Act Statement
- Exhibit B: Insurance Certification Form
- Exhibit C: Certification Regarding Debarment, Suspension and Other Responsibility Matters  
Primary Covered Transactions
- Exhibit D: Affidavit Certification Immigration Laws
- Exhibit E: Local Vendor Certification
- Exhibit F: Non-Collusion Affidavit
- Exhibit G: Drug-Free Work Place Form
- Exhibit H: Public Entity Crime Affidavit

# Exhibit A

Equal Opportunity/Affirmative Act Statement

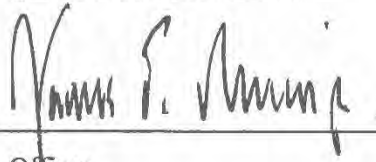
RFP Title: Request for Proposals for Special Counsel Legal Services for Opioid Epidemic Investigation and Potential Litigation  
Proposal Number: BC-04-30-18-35  
Opening Date: April 30, 2018 @ 2:00 PM

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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: \_\_\_\_\_

Officer

Firm: \_\_\_\_\_

Fonvielle Lewis Messer & McConnaughay, PA

Address: \_\_\_\_\_

3375 Capital Circle Northeast, Building A  
Tallahassee, FL 32308



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# Exhibit B

## Insurance Certification Form

RFP Title: Request for Proposals for Special Counsel Legal Services for Opioid Epidemic Investigation and Potential Litigation  
Proposal Number: BC-04-30-18-35  
Opening Date: April 30, 2018 @ 2:00 PM

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**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 insurance 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

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Business Auto:      Indicate Best Rating:    A  
   Indicate Best Financial Classification:    XV

---

Professional Liability:      Indicate Best Rating:    A  
   Indicate Best Financial Classification:    VII

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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:  
Indicate Best Financial Classification:

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.

RFP Title: Request for Proposals for Special Counsel Legal Services for Opioid Epidemic Investigation and Potential Litigation  
Proposal Number: BC-04-30-18-35  
Opening Date: April 30, 2018 @ 2:00 PM

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 Leon County. At the option of Leon County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Leon 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.  
Earl Bacon

Claims will be directed to Agency (person/agency) at \_\_\_\_\_ ( address/fax/e-mail) for investigation and appropriate handling.  
3131 Lonnbladh Road, Tallahassee, FL 32308  
850-878-2121; Jnylen@earlbacn.com

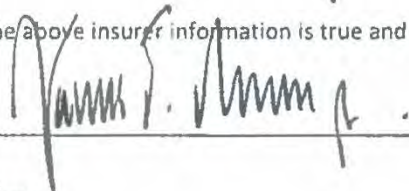
Please mark the appropriate box:

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 James E. Messer, Jr.  
Typed or Printed

Signature



Date April 30, 2018

Title

Officer

(Company Risk Manager or Manager with Risk Authority)



*Created by The Florida Bar for its members*

541 E. Mitchell Hammock Road Oviedo, Florida 32765  
Phone: 800-633-6458 Fax: 800-781-2010  
www.flmic.com

***Lawyers Professional Liability Policy***  
***This is a Claims Made and Reported Policy. Please read it carefully.***

### ***Declarations***

***Policy Number: 84194***

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***Item 1. Named Insured:*** **Fonvielle Lewis Messer & McConnaughay, P.A.**

***Mailing Address:*** 3375 Capital Circle Northeast, Bldg. A  
Tallahassee, FL 32308

***Item 2. Policy Period: From*** 10/01/2017 ***to*** 10/01/2018 ***at 12:01 A.M.***

***Standard Time at Your Address Shown Above***

***Item 3. Limit of Liability:*** \$5,000,000 ***Per Claim***  
\$5,000,000 ***Total Limit***

***Item 4. Deductible:*** \$10,000 ***Annual Aggregate***

***Item 5. Policy Premium:*** \$45,909.00 ***Annual Premium***


***Item 6. Forms and Endorsements Attached at Policy Issuance:***

FLPL-101 (R.01/01/2016) FLPL-200R (R.01/01/2014) FLPL-103 (R.08/01/2011)  
FLPL-108 (R.08/01/2011) FLPL e-JD™ (R.01/01/2016)

***The Policy is not valid until signed by Our authorized representative.***

September 14, 2017

*Date Issued*

  
*Authorized Representative*

FLPL-100 (R.08/01/2011)

Page 1 of 1





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***Lawyers Professional Liability Policy***  
***This is a Claims Made and Reported Policy. Please read it carefully.***

***RETROACTIVE DATE SCHEDULE ENDORSEMENT***

***Named Insured:*** Fonvielle Lewis Messer & McConnaughay, P.A.

***Policy Number:*** 84194      ***Endorsement Number:*** 1      ***Effective Date:*** 10/01/2017

It is understood and agreed that the **Retroactive Date** of each lawyer is as shown below:

<u><b>Name</b></u>	<u><b>Retroactive Date</b></u>
Andrei Antohi	10/13/2008
C. David Fonvielle	05/26/1987
Halley B. Lewis, III	05/26/1987
Allen S. McConnaughay	03/14/2005
James E. Messer, Jr.	12/01/1999

All other terms and conditions of the **Policy** remain unchanged.

September 14, 2017  
*Date Issued*

*FLPL-103(R.08/01/2011)*

*Authorized Representative*

*Page 1 of 1*



SPANSI-01

POER

# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 2/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The James B. Oswald Company 1100 Superior Avenue East Suite 1500 Cleveland, OH 44114		(216) 367-8787 CONTACT NAME: Erin A. Powers PHONE (A/C, H.O. Ext): 216-367-3295 FAX (A/C, No): E-MAIL ADDRESS: epowers@oswaldcompanies.com	
INSURED <b>Spangenberg, Shibley &amp; Liber, LLP</b> 1001 Lakeside Avenue Suite 1700 Cleveland, OH 44114		INSURER(S) AFFORDING COVERAGE INSURER A: Hudson Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25054	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Lawyers Professional Liability	N	N	ATL4000390	1/15/2018	1/15/2019	Retention: \$25,000 Limit: \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 See attached page.

## CERTIFICATE HOLDER

## CANCELLATION

Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

DESCRIPTION OF OPERATIONS -

Spangenberg, Shibley & Liber, LLP  
1001 Lakeside Avenue  
Suite 1700  
Cleveland, OH 44114

Information Only

Excess Lawyers Professional Liability:  
Limit: \$5,000,000 excess of \$5,000,000  
Hudson Specialty Insurance Company  
Policy #: ORPRO40413  
Effective: 1/15/18 - 1/15/19

Excess Lawyers Professional Liability:  
Limit: \$5,000,000 excess of \$10,000,000  
QBE Insurance Corporation  
Policy #QPL0847239  
Effective: 1/15/18 - 1/15/19





## Lawyers Professional Liability Declarations

Market Insurance Company  
"A Stock Company"  
Ten Parkway North  
Deerfield IL 60015

This is a claims made and reported policy  
Please read this policy and all endorsements and attachments carefully

**Claims Made and Reported Coverage:** The coverage afforded by this policy is limited to liability for only those Claims which are first made against the Insured during the Policy Period or any applicable Extended Reporting Period, and which are reported to the Company in accordance with SECTION V - When to Report a Claim.

**Notice:** This policy may contain provisions that reduce the Limits of Liability stated in the policy by the costs of legal defense, unless the Named Insured has selected to purchase separate Limits of Liability for Claims Expenses as noted in Item 4 of the Declarations. This policy may contain provisions that permit legal defense costs to be applied against the deductible, unless the Named Insured has selected to purchase the deductible applicable to Damages only as noted in the Item 5 of the Declarations. Please read the policy carefully.

Policy Number: LA304497

Renewal of Policy: LA303270

1. NAMED INSURED: **Schochar, Federico & Staton, P.A.**

ADDRESS: 1211 St. Paul Street  
Baltimore

MD 21202

2. POLICY PERIOD:

From 9/10/2016 to 9/10/2017

at 12:01 A.M. Standard Time at the Named Insured's address shown above

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,  
THE COMPANY AGREES WITH THE INSURED TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

3. LIMITS OF LIABILITY: Each Claim: \$5,000,000  
Aggregate: \$5,000,000

4. CLAIMS EXPENSES:

Option Purchased

- A. Included within the Limits of Liability  
B. Have separate Limits of Liability

[ ]  
[X]

5. DEDUCTIBLE: Each Claim and Aggregate: \$25,000

- A. Deductible applies to Damages only  
B. Deductible applies to Damages and Claims Expenses

[X]  
[ ]

6. ANNUAL PREMIUM: \$ 55,338.00

Total Premium \$ 55,338.00

7. RETROACTIVE DATE: Unlimited

8. Forms and endorsements applying to this Coverage part and made part of this policy at the time of issue:

MLP 1214-MD 07 13 MD AMENDATORY ENDT  
MLP 0001 07 13 MARKET INS LAWYERS PROE POLICY

9. Report Claims by fax, registered mail or email to:  
Claims Service Center; Market Service Incorporated; Ten Parkway North, Deerfield, Illinois 60015  
Fax (847) 572-6338 E-mail: newclaims@marketcorp.com

These Declarations, together with the Common Policy Conditions and Coverage Form(s) and any Endorsement(s), complete the above numbered policy.

Authorized Representative

Producer Name: RPS Plus Companies, 520 U.S. Highway 22, Bridgewater, NJ 08807  
MDLP 1000 07 13  
Issue Date: 09/27/2016

Market Producer # 36993





EXCESS PROFESSIONAL LIABILITY  
POLICY DECLARATIONS

Landmark American Insurance Company

(An Oklahoma Stock Co.)  
(hereinafter called "the Company")

EXECUTIVE OFFICES: 945 East Paces Ferry Road, Suite 1800, Atlanta, GA 30326-1160  
Policy Number: LHZ759403 RENEWAL OF: LHZ753299 00

Named Insured and Mailing Address: Producer Name:

**SCHOCHOR FEDERICO & STATON, P. A.**  
1211 ST. PAUL STREET  
BALTIMORE, MD 21202

Policy Period: From: 9/10/2016 To: 9/10/2017 at 12:01 A.M. Standard Time at the Named Insured address as stated herein.

IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM, IN RELIANCE UPON THE STATEMENTS HEREIN OR ATTACHED HERETO, AND SUBJECT TO ALL TERMS OF THIS POLICY, THE COMPANY AGREES WITH THE NAMED INSURED AS FOLLOWS:

1. PROFESSIONAL SERVICES: Lawyer
2. LIMITS OF LIABILITY: \$ 5,000,000 Each Claim  
\$ 5,000,000 Aggregate Limit
3. RETROACTIVE DATE: Full Prior Acts
4. UNDERLYING INSURANCE

(A) Primary Policy:

Insurer	Policy Number	Limits	Retroactive Date	Policy Period
Markel Insurance Company	LA304497	\$5,000,000 Each Claim	Unlimited	09/10/2016 - 09/10/2017
		\$5,000,000 Aggregate		

(B) Underlying Excess Policy(ies):

Insurer	Policy Number	Limits	Retroactive Date	Policy Period
Not Applicable				

5. PREMIUM:  
\$ 32,000.00 Not Subject to Audit  
\$960.00 Maryland Surplus Lines Tax

This insurance is issued by a nonadmitted Insurer not under the jurisdiction of the Maryland Insurance Commissioner.

FORM(S) AND ENDORSEMENT(S) MADE A PART OF THIS POLICY AT TIME OF ISSUE:

See attached forms list.

THESE DECLARATIONS TOGETHER WITH A SIGNED COPY OF THE NAMED INSURED'S APPLICATION FOR THIS POLICY, COVERAGE FORM(S), FORMS AND ENDORSEMENTS, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

October 10, 2016  
Date

By:   
Authorized Representative

SubidID# 349720 BindID#  
Created By LH

RSG 50029 0709



**FLORIDA-PROFESSIONAL LIABILITY POLICY  
DECLARATIONS  
(Claims-Made and Reported Form)**

**Landmark American Insurance Company**

(A New Hampshire Stock Co.)  
(hereinafter called "the Company")

EXECUTIVE OFFICES: 945 East Paces Ferry Road, Suite 1800, Atlanta, GA 30326-1160

Policy Number: LHR766177

RENEWAL OF: LHR760028 00

Named Insured and Mailing Address:

Producer Name:

ROMANO LAW GROUP, PA  
1005 LAKE AVE S.  
LAKE WORTH, FL 33460

Policy Period: From: 10/14/2017 To: 10/14/2018 at 12:01 A.M. Standard Time at the Named Insured address as stated herein.

IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM, IN RELIANCE UPON THE STATEMENTS HEREIN OR ATTACHED HERETO, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE COMPANY AGREES WITH THE NAMED INSURED AS FOLLOWS:

1. NAMED INSURED'S PROFESSIONAL SERVICES: LAW FIRM
2. LIMITS OF LIABILITY: \$ 1,000,000 Each Claim  
\$ 1,000,000 Aggregate Limit
3. DEDUCTIBLE: \$ 25,000 Each Claim
4. RETROACTIVE DATE: 9/14/2010
5. PREMIUM: \$ 42,000.00 Not Subject to Audit

6. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:

See attached forms list.

THESE DECLARATIONS TOGETHER WITH A SIGNED COPY OF THE NAME INSURED'S APPLICATION FOR THIS POLICY, COVERAGE FORM(S), FORMS AND ENDORSEMENTS, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

NOTICE: THIS IS A CLAIMS-MADE AND REPORTED POLICY. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE AFFORDED BY THE POLICY WITH YOUR INSURANCE AGENT OR BROKER.

**SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT  
APPROVED BY ANY FLORIDA REGULATORY AGENCY.**

October 13, 2017  
Date

By: 

Authorized Representative

Subid/D# 384693

Binder/D#  
Created By LH

RS&I 50017 0115

Spangenberg, Schochor, Romano, Fonvielle et al.  
Response to Leon Opioid Litigation RFQ

## Exhibit C

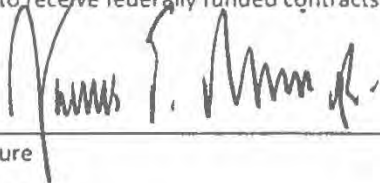
Certification Regarding Debarment, Suspension and Other  
Responsibility Matters Primary Covered Transactions

RFP Title: Request for Proposals for Special Counsel Legal Services for Opioid Epidemic Investigation and Potential Litigation  
Proposal Number: BC-04-30-18-35  
Opening Date: April 30, 2018 @ 2:00 PM

---

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 judgment 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 statutes 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

Officer

Title

Fonvielle Lewis Messer & McConnaughay, PA

Contractor/Firm



Spangenberg, Schochor, Romano, Fonvielle et al.  
Response to Leon Opioid Litigation RFQ

# Exhibit D

Affidavit Certification Immigration Laws

RFP Title: Request for Proposals for Special Counsel Legal Services for Opioid Epidemic Investigation and Potential Litigation  
Proposal Number: BC-04-30-18-35  
Opening Date: April 30, 2018 @ 2:00 PM

**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: Fonville Lewis Messer & McConnaughay, PA

Signature: [Signature] Title: Officer

STATE OF Florida  
COUNTY OF Leon



Sworn to and subscribed before me this 30th day of April, 2018

Personally known ✓

Paula Kelley  
NOTARY PUBLIC

OR Produced identification \_\_\_\_\_

Notary Public - State of Florida

My commission expires: 7-24-2019

(Type of identification)

Paula Kelley  
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.**

Spangenberg, Schochor, Romano, Fonvielle et al  
Response to Leon Opioid Litigation RFQ

# Exhibit E

## Local Vendor Certification

RFP Title: Request for Proposals for Special Counsel Legal Services for Opioid Epidemic Investigation and Potential Litigation  
Proposal Number: BC-04-30-18-35  
Opening Date: April 30, 2018 @ 2:00 PM

**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 and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: <b>Fonvielle Lewis Messer &amp; McConnaughay, PA</b>	
Current Local Address: <b>3375 Capital Circle Northeast, Building A Tallahassee, FL 32308</b>	Phone: <b>850-422-7773</b> Fax: <b>850-422-3449</b>
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
 
 April 30, 2018  
 Date

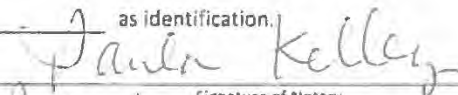
STATE OF Florida  
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 30th day of April, 20 18  
By James E. Messer, Jr. of Fonvielle Lewis Messer & McConnaughay, PA.  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)  
 a Florida Corporation, on behalf of the corporation. He ~~is~~ is personally known to me  
(State or place of incorporation)  
 or has produced \_\_\_\_\_ as identification.

Return Completed form with supporting documents to:

Leon County Purchasing Division  
1800-3 N. Blair Stone Road  
Tallahassee, Florida 32308



  
 Signature of Notary  
Paula Kelley  
 Print, Type or Stamp Name of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any



Spangenberg, Schochor, Romano, Fonvielle et al  
Response to Leon Opioid Litigation RFQ

# Exhibit F

## Non-Collusion Affidavit

RFP Title: Request for Proposals for Special Counsel Legal Services for Opioid Epidemic Investigation and Potential Litigation  
Proposal Number: BC-04-30-18-35  
Opening Date: April 30, 2018 @ 2:00 PM

NON-COLLUSION AFFIDAVIT

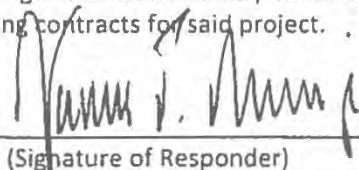
I, James E. Messer, Jr. of the city of Tallahassee according to law on my oath, and under penalty of perjury, depose and say that:

1. I am an officer  
of the firm of Fonvielle Lewis Messer & McConnaughay, PA  
in response to the Request for Proposals for:

Special Counsel Legal Services for Opioid Investigation and Potential Litigation for Leon County,  
and that I executed the said proposal with full authority to do so.

2. This response has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor; and, no attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;

3. The statements contained in this affidavit are true and correct, and made with full knowledge that Leon County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

  
(Signature of Responder)

April 30, 2018  
(Date)

STATE OF FLORIDA  
COUNTY OF Leon

PERSONALLY APPEARED BEFORE ME, the undersigned authority, James E. Messer, Jr. who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this 30th day of April, 2018.

  
NOTARY PUBLIC



My Commission Expires: 7-24-2019

Spangenberg, Schochor, Romano, Fonvielle et al.  
Response to Leon Opioid Litigation RFQ

# Exhibit G

## Drug-Free Work Places Form

RFP Title: Request for Proposals for Special Counsel Legal Services for Opioid Epidemic Investigation and Potential Litigation  
Proposal Number: BC-04-30-18-35  
Opening Date: April 30, 2018 @ 2:00 PM

**DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

Fonvielle Lewis Messer & McConaughay, PA

(Name of Business)

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 response/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 response/bid, the employee 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 (Florida Statutes) 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 abuse assistance or rehabilitation program if such is available in the employee's community, or 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 that this firm complies fully with the above requirements.

  
\_\_\_\_\_  
Responder's Signature

April 30, 2018

Date



Spangenberg, Schochor, Romano, Fonvielle et al.  
Response to Leon Opioid Litigation RFQ

# Exhibit H

Public Entity Crime Affidavit

## Public Entity Crime Affidavit

1. I understand that a "public entity crime" as defined in Paragraph 287.133 of the Florida Statutes, means a violation of any state or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" is defined by the Statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" is defined in Section 287.133(1)(a), Florida Statutes, means:

(A) A predecessor or successor of a person convicted of a public entity crime; or

(B) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applied to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, neither the entity submitting this sworn statement, nor any member of the Applicant Team, was charged with and convicted of a public entity crime subsequent to July 1, 1989.

  
(Signature)

April 30, 2018

(Date)

RFP Title: Request for Proposals for Special Counsel Legal Services for Opioid Epidemic Investigation and Potential Litigation  
Proposal Number: BC-04-30-18-35  
Opening Date: April 30, 2018 @ 2:00 PM

---

**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.

Shelly W. Kelley, Purchasing Director

Nick Maddox, Chairman  
Leon County Board of County Commissioners

This solicitation response is submitted by the below named firm/individual by the undersigned authorized representative.

BY Napoli Shkolnik  
(Firm Name)  
[Signature]  
(Authorized Representative)  
Hunter Shkolnik  
(Printed or Typed Name)  
ADDRESS 665 S Bayshore Dr., Suite 220  
Miami, FL 33133  
CITY, STATE, ZIP \_\_\_\_\_  
E-MAIL ADDRESS Hunter @ napolilaw.com  
TELEPHONE 212-397-1000  
FAX 646-843-7603

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated 4.25.18 Initials [Signature]  
Addendum #2 dated \_\_\_\_\_ Initials \_\_\_\_\_  
Addendum #3 dated \_\_\_\_\_ Initials \_\_\_\_\_



**NAPOLI SHKOLNIK, PLLC and THE FERRARO LAW FIRM**  
*With the Pittman Law Group*

**RESPONSE TO REQUEST FOR PROPOSALS BC-04-30-18-35**

**Special Legal Counsel for Opioid Litigation**

Deadline: April 30, 2018

By:

Louise Caro  
Hunter J. Shkolnik  
NAPOLI SHKOLNIK PLLC  
665 S Bayshore Dr., Suite 220  
Miami, FL 33133

Phone: 212-397-1000  
Fax: 646-843-7603  
Email: [Hunter@napolilaw.com](mailto:Hunter@napolilaw.com)





RESPONSE TO LEON COUNTY RFP BC-04-30-18-35

**OVERVIEW**

Napoli Shkolnik PLLC and The Ferraro Law Firm jointly submit the following response to the Request for Proposals by Leon County for Special Counsel for opioid litigation. We would be honored to provide services to your County as Special Counsel to investigate and potentially pursue litigation against the manufacturers and wholesale distributors of opioid pain medications.

Napoli Shkolnik, PLLC is a national law firm with offices in eight states, including Florida. Napoli Shkolnik specializes in mass tort, pharmaceutical, environmental, commercial class actions and other complex litigations. Napoli Shkolnik, PLLC has grown to an office including over forty attorneys and hundreds of support staff. The firm has been involved in nearly every pharmaceutical mass tort litigation for the past decade. Napoli Shkolnik attorneys have served in leadership roles in many of these cases. The firm has a long history of representing states and other municipalities in commercial and pharmaceutical litigation and has achieved billions in recovery for its clients, including almost \$1 Billion for 9/11 first responders

Napoli Shkolnik and partners currently represent over 100 cities and counties in the opioid litigation, including Osceola County, Alachua County, Levy County, and Palm Beach County (with the Ferraro Law Firm) in Florida. We have been investigating and litigating the municipal Opioid cases on a national level for over a year and are part of the leadership in both the MDL and in the NY Coordinated proceedings. Significantly, Paul Napoli was appointed co-lead counsel of the New York Coordinated Opioid Litigation for New York-based municipalities, while Hunter Shkolnik was appointed to the Plaintiff's Executive Committee for the *In Re: National Prescription Opiate Multi-District Litigation*.

Recently, Napoli Shkolnik obtained an extremely favorable decision in the New York Coordinated Opioid Litigation in an application made by Paul Napoli, Co-Lead of the litigation. The Judge is allowing us to proceed with limited discovery even though the motions to dismiss have not yet been decided. We sought early targeted discovery directed to the sales and distribution data for each Leon County in the State of New York to allow our clients to seek immediate injunctive relief. Judge Garguilo saw the need for this and is allowing us to move forward aggressively.

The Ferraro Law Firm and partners currently represent MSP Recovery Claims, Series, LLC, as assignee on behalf of over one hundred (100) Medicaid Managed Care Organizations, Health Maintenance Organizations, Managed Service Organizations, Primary Care Case Management entities, Independent Physician Associations, Primary Care Case Managers, Pre-Paid Ambulatory Health Plans and Pre-Paid Inpatient Health Plans, in a nationwide class action complaint filed against the opioid manufacturers and distributors. The case style is *MSP Recovery Claims, Series LLC v. Purdue Pharma, L.P., et al.*, 1:18-cv-00040 (N.D. Ohio) (filed on Jan. 5, 2018). The causes of action and defendants are nearly identical to the above-mentioned Napoli cases in Section 3.1.3, which the exception of strict products liability and nuisance claims. The Ferraro Law Firm and partners also represent other third-party payor plaintiffs, including several union health and welfare funds, in connection with the opioid litigation.

Napoli Shkolnik, PLLC and the Ferraro Law Firm are committed to diversity, equity and inclusion at all levels and in every action. Napoli Shkolnik is unique for a large national mass tort firm in that we are majority woman owned. Marie Napoli is the majority owner of Napoli Shkolnik, and over



one-third of our partners are women. In addition to the partnership ranks 52.4% of our total staff are women and 28.7% of our total staff are minority employees. In addition, minorities comprise a significant percentage of all employees at The Ferraro Law Firm.

## RESPONSE TO PROPOSAL REQUIREMENTS

### A. BUSINESS INFORMATION

1. **LAW FIRM INFORMATION:** The within proposed special counsel is a joint venture between the firms Napoli Shkolnik PLLC and The Ferraro Law Firm.

NAPOLI SHKOLNIK PLLC  
665 S Bayshore Dr., Suite 220  
Miami, FL 33133  
Phone: 212-397-1000  
Fax: 646-843-7603

THE FERRARO LAW FIRM, P.A.  
600 Brickell Avenue, Suite 3800  
Miami, FL 33131  
Phone: 305-375-0111  
Fax: 305-379-6222

The firms plan to work with the Pittman Law Group of Tallahassee for purposes of the proposed special counsel relationship. The Pittman Law Group will serve as local counsel.

2. **JOINT VENTURE:** Napoli Shkolnik PLLC and The Ferraro Law Firm will share jointly in all responsibilities that may result from the proposed special counsel joint venture.

3. **LOCAL OFFICES:** Napoli Shkolnik and The Ferraro Law Firm are licensed businesses in the State of Florida and have Florida offices—as listed above. Additionally, our proposed local counsel, the Pittman Law Group, is located at 1028 East Park Avenue, Tallahassee, Florida. Accordingly, we will be able to readily meet with the County and will be able to easily attend court appearances and depositions.

Additionally, The Ferraro Law Firm has a Cleveland, Ohio office, which is where the MDL is being coordinated. As we will discuss further below, we will advocate to keep this litigation in state court, but should this case be moved to the federal multi-district litigation, the County will be covered.

4. **FEDERAL TAX ID:** Napoli Shkolnik's FID is 47-5091828 and The Ferraro Law Firm's FID is 59-2546930.

5. **PRIMARY CONTACTS:** The primary contacts for the within RFP are Hunter Shkolnik and James Ferraro, Senior.

- a. Hunter Shkolnik, Senior Partner of Napoli Shkolnik  
Phone: 212-397-1000  
E-mail: [hunter@napolilaw.com](mailto:hunter@napolilaw.com)
- b. James L. Ferraro, Shareholder of the Ferraro Law Firm  
Phone: 305-375-0111  
E-mail: [JLF@ferrarolaw.com](mailto:JLF@ferrarolaw.com)



## **B. MINIMUM QUALIFICATIONS/REQUIREMENTS**

### **1. Overview of Experience**

Napoli Shkolnik, PLLC is an AV-rated, national law firm with ten offices located throughout the Country. Napoli Shkolnik specializes in mass tort, pharmaceutical and commercial class action litigation. Since branching off from its predecessor firm in 2015, Napoli Shkolnik, PLLC has grown to an office including over forty attorneys and hundreds of support staff. The firm has been involved in nearly every pharmaceutical mass tort litigation for the past decade. Napoli Shkolnik attorneys have served in leadership roles in many of these cases. The firm has a long history of representing states, counties, and other municipalities in commercial and pharmaceutical litigation and has achieved billions in recover for its clients, including almost \$1 Billion for 9/11 first responders.

Napoli Shkolnik has a history of persevering for their clients amidst the most challenging circumstances and fierce opposition in more than a dozen cases representing individuals and governmental entities in cases involving pharmaceutical companies and other complex litigations. The following five (5) representative cases illustrate the firm's experience in filing consumer protection litigation against drug and medical device manufacturers.

- 1) *In re: NuvaRing Products Liability Litigation*, MDL 1964 (MOED). Hunter Shkolnik was co-lead counsel on this matter in which a \$100 million settlement was reached on behalf of the injured women who used the NuvaRing birth control device.
- 2) *In re: Diet Drug (Phentermine, fenfluramine, dexfenfluramine) Products Liability Litigation*, United States District Court, Eastern District of Pennsylvania. Achieved a half-billion dollar settlement on behalf of thousands of plaintiffs injured as a result of their ingestion of defective diet medications.
- 3) *Pradaxa Litigation*- The firm negotiated a \$650 million settlement to resolve the claims of approximately 4,000 Pradaxa users who claimed to have been injured by the drug.
- 4) *In re: World Trade Center Disaster Site Litigation*, 21 MC 100 (AKH), United States District Court, Southern District of New York. Appointed Plaintiffs' Liaison Counsel. Paul negotiated a historic settlement of more than ten thousand workers' claims against the City of New York, its contractors and other defendants in the mass tort litigation where first responders, construction workers and laborers became ill as a result of toxic exposures suffered during the debris removal and clean up operations at the World Trade Center and related sites following the September 11, 2001 attacks.
- 5) *In re: MTBE (Methyl Tertiary Butyl Ether) Products Liability Litigation*, MDL 1358, U.S. District Court for the Southern District of New York. Paul Napoli attained more than \$50 million in settlement with ExxonMobil Corporation and other defendants on behalf of numerous municipalities and municipal water districts whose potable drinking water sources were endangered and contaminated by leaks of petroleum additive.

The Ferraro Law Firm has over three decades of experience in mass tort litigation representing thousands of clients in asbestos, tobacco, and pharmaceutical/defective drug cases. With offices in Miami, Florida, Washington D.C. and an affiliated office, Kelley & Ferraro LLP, located in Cleveland, Ohio, as well as a significant presence nationwide, The Ferraro Law Firm has earned its place as one of the top five firms in the United States in the areas of product liability, asbestos and environmental toxic tort lawsuits. The Ferraro Law Firm also has a strong track record in the Florida District Courts of Appeal and Florida Supreme Court. Over the past five years, our firm has won more





Florida verdicts of at least seven figures than any other plaintiff mass tort firm. Over the past five years, The Ferraro Law Firm has won more Florida verdicts of at least seven figures than any other plaintiff mass tort firm. Some examples include:

- *Batchelor v. Bechtel* (Palm Beach County 2016) - \$22,000,000
- *Taylor v. Georgia-Pacific LLC* (Palm Beach County 2015) - \$17,175,000
- *Leon v. R.J. Reynolds Tobacco Co.* (Gadsden County 2015) - \$11,000,000
- *Hampton v. Pneumo Abex LLC* (Hillsborough County 2014) - \$36,984,800
- *Hubbird v. R.J. Reynolds Tobacco Co.* (Palm Beach County 2014) - \$28,000,000
- *Delisle v. Lorillard Tobacco Co.* (Broward County 2013) - \$8,000,000

Founded in 2001, The Pittman Law Group, p.l. (PLG) is a boutique law firm that provides valued expertise to our clients in the areas of administrative law, government law, government relations, and civil litigation. PLG represents local government entities, small businesses, and large corporations before the Florida Cabinet, Florida Legislature, and other tribunals, including limited Congressional work. The Client is the focus at PLG and we represent some of the 'top interests' in the State of Florida. Our clients are serious about accomplishing objectives and look to create long lasting relationships with key players in the political arena. Our presence in Tallahassee allows for strategic monitoring of governmental activities and direct access to state legislators, agency officials and their staff. We are positioned to influence state ad hoc committees and task forces for aggressive representation of our clients. We ensure our clients meet their objectives by using a guide and strategy that have been tested and proven.

## 2. Curriculum Vitae

**Louise Caro**, Partner, *Napoli Shkolnik*, Lead Attorney – Licensed to Practice Law in Florida

Louise is the lead partner in charge of the firm's Florida office and would be the lead attorney for the case on behalf of the County. Louise has been practicing mass tort litigation in Florida for over 14 years. 99% of her practice has been focused on complex litigation. Louise has leads the firm's mass-tort environmental practice with years of experience handling lawsuits involving damage done to communities. She has represented clients harmed by a multitude of environmental pollutants and toxins such as arsenic, lead and dioxin, in soils and public well supplies. Louise currently leads the Napoli Shkolnik water pollution litigation on behalf of the residents of Flint Michigan in addition to toxic tort litigation on behalf of people around the country.

**Hunter J. Shkolnik**, Partner, *Napoli Shkolnik* – Licensed in New York and New Jersey

Hunter is a founding partner at Napoli Shkolnik, PLLC and is recognized nationally as a leading attorney in the areas of complex product liability, pharmaceutical, consumer protection, and other significant class action and mass tort actions. Hunter has been appointed to leadership roles in numerous nationwide pharmaceutical, product liability, and consumer protection litigation. Some examples include: Plaintiffs' Executive Committee in the *In Re National Opiate Prescription Litigation* (MDL No. 2804); Plaintiffs' Executive Committee in the *In Re: Invokana (Canagliflozin) Products Liability Litigation* (MDL No. 2750); Plaintiffs' Executive Committee in the *Johnson & Johnson Talcum Powder Products Marketing, Sales Practices and Products Liability Litigation*; Appointed by U. S. District Judge Charles Bricant to serve as a Member of the Plaintiff's Steering Committee for *In re: PepsiCo. Inc., Bottled Water Marketing and Sales Practices Litigation*, MDL 08-1903 (United States District Court, Southern





District of New York); Co-Lead Counsel for *In re: NuvaRing Products Liability Litigation*, MDL 1964 (MOED).

Hunter has been appointed Lead or Co-Class Counsel in four diverse consumer class actions: (1) *In Re: Daily Fantasy Sports Litigation*, (2) *Sterling et. al. v. Stratfor Enterprises LLC, et al.*; (3) *Hernandez-Ortiz, et. al. v. 2 Gold, L.L.C. et al.*, and (4) *Carolyn Roberts, Alexander Wood and Mayer & Lee P.C. v. Ocean Prime, LLC*. Most recently, Mr. Shkolnik was recently appointed Co-Liaison Counsel in the *In re: Flint Water Litigation*, one of the largest contaminated water litigations in the Country, and will oversee all currently pending individual personal injury, property damage, and wrongful death cases.

**Paul J. Napoli**, Of Counsel, *Napoli Shkolnik* – Licensed in New York and Illinois

Paul J. Napoli is a founding partner of Napoli Shkolnik's predecessor firm, Napoli Bern Ripka Shkolnik. He has achieved a reputation as one of the most successful civil litigation attorneys in the Country, achieving hundreds of verdicts and settlements valued over \$1 million. Some examples of Paul's past successes include:

- 1) *In Re Opioid Litigation*: Paul Napoli has been appointed co-lead of *In re Opioid Litigation*, in New York State court. All of the counties which have filed lawsuits in New York against the opioid manufacturers and distributors have been coordinated, much like an MDL, in one county;
- 2) *In re: World Trade Center Disaster Site Litigation*, 21 MC 100 (AKH), United States District Court, Southern District of New York. Appointed Plaintiffs' Liaison Counsel. Paul negotiated a historic settlement of more than ten thousand workers' claims against the City of New York, its contractors and other defendants in the mass tort litigation where first responders, construction workers and laborers became ill as a result of toxic exposures suffered during the debris removal and clean up operations at the World Trade Center and related sites following the September 11, 2001 attacks.
- 3) *In re: MTBE (Methyl Tertiary Butyl Ether) Products Liability Litigation*, MDL 1358, U.S. District Court for the Southern District of New York. Paul Napoli attained more than \$50 million in settlement with ExxonMobil Corporation and other defendants on behalf of numerous municipalities and municipal water districts whose potable drinking water sources were endangered and contaminated by leaks of petroleum additive.
- 4) *In re: Diet Drug (Phentermine, fenfluramine, dexfenfluramine) Products Liability Litigation*, United States District Court, Eastern District of Pennsylvania. Achieved a half-billion dollar settlement on behalf of thousands of plaintiffs injured as a result of their ingestion of defective diet medications.
- 5) Liaison Counsel in the Colorado PFOA / PFOS Toxic Tort Litigation (Bell, et al. v. The 3M Company, et al., No. 1:16-cv-02351-RBJ) by the Honorable Judge R. Brooke Jackson of the United States District Court for the District of Colorado.
- 6) \$875 million settlement on behalf of users of a pharmaceutical drug that caused heart defects.

**James L. Ferraro**, Shareholder, *The Ferraro Law Firm* – Florida

In 1985 James founded The Ferraro Law Firm in Miami, Florida. In 1997, along with his late partner Michael V. Kelley, he founded the law firm of Kelley & Ferraro in Cleveland, Ohio. His law practices are focused in the areas of Mass Tort litigation, Environmental Law, Medical Malpractice, Family Law and Federal Tax Whistleblower claims. The Ferraro Law Firm also has an office in



Washington, D.C. The firms now handle nearly 50,000 cases, and are known nationwide for their Mass Tort and Federal Tax Whistleblower practices.

Jim has successfully tried many cases that resulted in multi-million dollar jury verdicts. In 1995, he received the largest compensatory award in the state of Florida for a mesothelioma case. In 1997, he also had the highest compensatory jury verdict ever in the nation for a non-malignant asbestos case. Jim has negotiated settlements in the billions of dollars on behalf of tens of thousands of clients in his years of practice.

In 1996, Jim made American legal history when he successfully tried a case against DuPont in the first case against a chemical company for causing a birth defect. Jim proved that a pregnant woman's exposure to the fungicide Benlate caused her child to be born without eyes and held DuPont accountable in *Castillo vs. E.I. du Pont de Nemours and Company and Pine Island Farms*. The trial was broadcast in its entirety on Court TV, garnered worldwide media attention and, ultimately, went to the Florida Supreme Court. Seven years after trial, the Supreme Court of Florida affirmed the trial court verdict. In 1997, because of that case, Jim was named one of ten national finalists for Trial Lawyer of the Year. The Castillo case is now featured in Mr. Ferraro's 2017 bestselling book, *Blindsided*.

In 2015, Jim also personally argued *Aubin v. Union Carbide Corp.* before the Florida Supreme Court, which rejected the corporate-friendly Third Restatement of Torts and retained the Second Restatement of Torts. *Aubin* has been acclaimed to be the most important Florida product liability case since *West v. Caterpillar* in 1976. Most recently, Jim personally argued *Schwartz v. Honeywell International, Inc.*, before the Ohio Supreme Court, which was another product liability case dealing with sophisticated issues relating to medical expert testimony. Additionally, in 2018, Mr. Ferraro is set to argue the highly publicized product liability case of *Delisle v. Crane Co.* in front of the Florida Supreme Court, in which the Court will decide whether *Daubert* or *Frye* is the applicable standard for science in the courtroom.

He is a member of the Ohio, New York, Florida, Massachusetts and District of Columbia Bars; the Fellows of the American Bar Foundation; the American Bar Association; the Florida Institute of Certified Public Accountants; the American Association for Justice; the Florida Justice Association; The National Trial Lawyers: Top 100 Trial Lawyers; and the Multi-Million Dollar Advocates Forum. He is a Florida State Coordinator for The Public Justice Foundation.

**David A. Jagolinzer, Shareholder, *The Ferraro Law Firm* – Florida**

David A. Jagolinzer is a partner of The Ferraro Law Firm and specializes in complex cases that involve mesothelioma victims, product liability, toxic torts, catastrophic personal injury and wrongful death. Mr. Jagolinzer has been successful in obtaining millions of dollars for thousands of the Firm's clients, both in trials and pre-trial settlements. Mr. Jagolinzer's victories earned him membership in the Multi-Million Dollar Advocates Forum, Rising Star status by Florida Super Lawyers 2011 through 2014 and in 2008 and 2014 was selected by the DBR as Finalist for Most Effective Lawyer in Product Liability cases. Some of Mr. Jagolinzer's recent and most notable jury verdicts and trial settlements for victims include the following cases: \$24.2 million jury verdict - *Guilder v. Honeywell International, Inc.*, April, 2008. Dr. Guilder was a 51 year old Weston doctor suffering from peritoneal mesothelioma. This case is listed in the National Law Journal Top 100 Verdicts of 2008. Over \$14 million settlement - *Plaintiff v. Union Carbide Corporation, et al.*, August, 2008. A 61 year old Drywall contractor suffering from pleural mesothelioma.





In addition to verdicts and pre-trial settlements at the trial court level, Mr. Jagolinzer has also successfully argued and won major victories for the Firm's clients in appellate courts. Most notably in 2008, Mr. Jagolinzer was integral in the firm's successful argument to declare the Florida Asbestos Statute unconstitutional as it improperly limited Florida asbestos victims right to seek compensation. *Williams v. American Optical Corporation*, 985 So.2d 23 (Fla. 4th DCA 2008); *Spiewak, et al., v. American Optical Corporation*, 73 So.3d 120.

Mr. Jagolinzer is admitted to The Florida, Massachusetts, New York and District of Columbia Bars and actively litigates cases in various other states. Mr. Jagolinzer is a member of the American Bar Association, Florida Bar Association, Massachusetts Bar Association, New York Bar Association, American Association for Justice, the National Italian American Bar Association and the Multi-Million Dollar Advocates Forum. Mr. Jagolinzer plays an active role on creditors' committees relating to bankruptcy filings of asbestos companies, serves as an arbitrator for alternative dispute resolution programs, and has fought for victims' rights in front of the Florida Legislature. He is also a frequent lecturer on litigation and trial preparation skills for other attorneys. Mr. Jagolinzer speaks fluent Italian.

**Shayna E. Sacks**, Partner, *Napoli Shkolnik* – licensed to practice law in New Jersey, New York, and Connecticut. Shayna is a partner in the firm's Pharmaceutical Litigation Department. She focuses her nationwide practice on pharmaceutical mass tort and product liability litigation and lectures on these topics frequently. She was appointed to serve as Plaintiffs' Liaison Counsel in the *In Re: Plavix Product Liability and Marketing Litigation* by the Honorable Freda L. Wolfson of the United States District Court, District of New Jersey, to the Plaintiffs' Steering Committee in the *In Re: Proton-Pump Inhibitor Products Liability Litigation (MDL 2789)* in the United States District Court, District of New Jersey, and to the Taxotere Privilege, Confidentiality and Protective Orders Committee in the United States District Court, Eastern District of Louisiana. Shayna graduated from New York Law School.

**Paul B. Maslo**, Partner, *Napoli Shkolnik* – licensed to practice law in New York and Texas. Paul is the Chair of Napoli Shkolnik's Class Actions and Commercial Litigation Department. Prior to joining the firm in 2016, Paul was a litigation associate at Boies, Schiller, & Flexner. He has years of experience representing both plaintiffs and defendants in litigation involving deceptive trade practices, antitrust, consumer claims, trade secrets, business torts, contractual disputes, and securities fraud. In addition to litigating complex high-profile cases, Paul has published in many of the country's most well-regarded law reviews and legal journals. Paul attended law school at the University of Pennsylvania and studied finance at the Wharton School of Business. He earned an undergraduate degree in biology from the College of Arts & Sciences at Cornell University and a graduate degree in biology from Johns Hopkins University.

**Janpaul Portal, Esq.**, *The Ferraro Law Firm*- Florida. Janpaul Portal specializes in the representation of injured victims and consumers in catastrophic personal injury, wrongful death, medical malpractice, environmental toxic torts, defective drugs and product liability cases in state and federal courts throughout the United States.

Prior to joining The Ferraro Law Firm, Mr. Portal dedicated his practice to the representation of plaintiffs in catastrophic personal injury, medical malpractice and complex commercial litigation matters in state and federal courts. He has successfully litigated medical malpractice, wrongful death, maritime negligence, product liability and general business tort disputes. He began his career at a prominent law firm in Boca Raton, Florida where he represented plaintiffs in medical malpractice and nursing home negligence cases. Mr. Portal also represented business owners in complex commercial disputes. In 2003,



he joined a prestigious personal injury law firm in Downtown Miami, where he honed his trial skills while representing plaintiffs in complex medical malpractice cases. Mr. Portal was a founding member of Portal & Associates in Coral Gables, Florida, where he dedicated his practice to the representation of clients in civil, immigration and criminal litigation matters. In 2008, Mr. Portal joined a premier civil trial firm with offices on Brickell Avenue, where he practiced in the areas of medical malpractice, catastrophic personal injury and negligent security.

Mr. Portal is a native of Miami, Florida. He received his B.S. in Microbiology and Immunology in 1998 at the University of Miami. He earned his Juris Doctorate, cum laude, in 2001 from the University of Miami School of Law. He was the recipient of the C.A.L.I. Excellence Award, "Medical Malpractice," 2000. Mr. Portal has been a member of the Florida Bar since 2002. He is also admitted to practice in the United States District Court for the Northern, Middle and Southern Districts of Florida, and the United States Court of Appeals for the Eleventh Circuit.

**Joseph L. Ciccio**, Senior Associate, *Napoli Shkolnik*, licensed to practice in New York. As an associate with Napoli Shkolnik, Joe serves as the lead of the Medical Malpractice Department and is part of the Pharmaceutical Litigation department. He is a lead associate involved in the firm's ongoing opioid litigation practice, representing both municipalities across the Country and families of loved ones who suffered fatal overdose addictions. Joe graduated from Hofstra Law School in 2010 and was recently selected as a Top 40 Under 40 New York plaintiff's attorney by the National Trial Lawyers.

**Salvatore C. Badala**, Senior Associate, *Napoli Shkolnik*, licensed to practice in New York. Sal is an associate in the firm's complex commercial litigation and consumer class actions department. He is also a lead associate in the firm's opioid litigation practice. Sal focuses his practice on litigating in the fields of consumer protection, antitrust litigation, business fraud, and other complex commercial matters. Prior to joining Napoli Shkolnik, Sal was an associate at Cahill, Gordon & Reindel LLP, conducting internal investigations and assisted in the representation of individuals and entities in regulatory enforcement actions before the Securities and Exchange Commission, the Commodity Futures Trading Commission, the Securities & Fraud Commission of Hong Kong, the Financial Conduct Authority, Financial Industry Regulatory Authority, and the Department of Justice.

**Sean Pittman**, Senior Partner and Chief Executive Officer of Pittman Law Group, P.L.; he specializes in the areas of government, administrative, and corporate law. Attorney Pittman represents a diverse client list of private citizens, local governments, small businesses, and Fortune 500 companies. Sean serves as trusted legal counsel to cities, counties, hospitals, banking institutions, aviation and port authorities, universities, industries, corporations, and various professional associations.

As a local government lawyer, Sean represents Florida counties and municipalities before the Florida Cabinet, Florida Legislature, and other tribunals. As an administrative lawyer, Sean has a strong understanding of the Florida Administrative Procedures Act, advising clients on matters before the Department of Administrative Hearings and various State of Florida boards and agencies.

Sean received his Bachelor of Science degree in Political Science in 1990 and went on to earn his Juris Doctor degree in 1994 from the Florida State University College of Law. While at FSU, Sean's leadership qualities led him to become the Student Body President and two-time Chairman of the Florida Student Association Board of Directors.

Currently, Sean is President-Elect of the Orange Bowl Committee, the Founder and Chairman





of the Big Bend Minority Chamber of Commerce, and serves on the Board of Directors for Hancock Whitney Bank. For his philanthropic endeavors, Sean was awarded the Tallahassee Servant Leadership Award by Greater Tallahassee Chamber of Commerce, and the 2015 Distinguished Member Award by Leadership Florida. Sean is also the recipient of the Founders Award in 2014 from the Big Bend Minority Chamber of Commerce and the 2016 Heman Sweatt Award by the National Bar Association, for demonstrating community leadership and concern for human and civil rights. He is also a 2017 inductee into the Tallahassee Barristers Legal Hall of fame. Most notably, in 2010, Sean contributed \$100,000 to the Florida State University College of Law to fund the Sean Pittman Scholarship for minority students. The income from this endowment will be used to award at least one scholarship each year to a minority student who will assist the Florida Conference of Black State Legislators as a law clerk and a policy advisor. With a fifty percent match from the State of Florida, the total endowment was increased to \$150,000.

The Tallahassee Democrat named Sean one of the “Top Twenty-Five Most Influential People in Tallahassee” and featured him in the article, “Capitol Clout” for being a significant political insider within the constantly changing environs of Florida’s State Capitol. Sean is ranked one of the “Top 100 Most Influential People in Florida Politics” by Influence magazine and Florida Trend magazine says Sean is “one to look for” in the new wave of politics in Florida and lists him as a “Must Know Contact” in Tallahassee.

### 3. ATTORNEY LICENSE INFORMATION

**The responding attorneys’ Florida Bar numbers(s) and other applicable license numbers:**

Louise Caro: Florida Bar Number: 633380  
Hunter Shkolnik: New York State bar number: 2031458  
Paul Napoli: New York State bar number: 2513141  
James L. Ferraro: Florida Bar Number: 181153  
David A. Jagolinzer: Florida Bar Number: 107494  
Shayna Sacks: New York State bar number: 4184099  
Paul Maslo: New York Bar Number: 4731501  
Salvatore Badala: New York Bar Number: 5094256  
Joseph Ciaccio: New York Bar Number: 4879268  
Janpaul Portal: Florida Bar Number: 567264  
James L. Ferraro, Jr.: Florida Bar Number: 107494  
Sean Pittman: Florida Bar Number: 130923

*The attorneys listed within are all licensed to practice in their respective jurisdictions and are in good standing and not subject to any disciplinary proceedings. All attorneys not presently licensed in Florida are eligible for admission pro hac vice*

### 4. FINANCIAL CAPABILITIES AND RESOURCES

The firms have the significant resources required to handle the voluminous motion practice and discovery demands which will be required in litigation such as this. They are committed and prepared to fund this complex and expansive litigation. We have significant experience in litigating mass tort and class action matters which normally require the receipt, organization, and analysis of millions of documents. We have a database system which electronically organizes all motion papers and discovery



received. We have the document review technology required to sort through millions of pages of documents.

The combined staffing of the firms is over 200 people, with offices all over the country, including South Florida and Cleveland, Ohio, where the Opioid MDL resides.

With the combined strength, national and local presence and familiarity with the state and federal courts in Florida, and depth of experience and knowledge litigating and trying both mass tort, pharmaceutical and consumer protection cases, including other ongoing opioid litigation, the proposed team of the Proposed Special Counsel Napoli Shkolnik and the Ferraro Law Firm are easily able to muster sufficient resources to fully engage with the defendants and to respond to any attempts by the defendants to engage in voluminous motion and discovery practice. These firms have done exactly that with success in many drug and pharmaceutical cases in the past, and some are doing that specifically with respect to the opioid litigation nationwide.

Napoli Shkolnik PLLC and The Ferraro Law Firm have already demonstrated through their national leadership roles in numerous mass tort and class action cases, and in other drug and device cases, that they have both the financial resources and the legal, human, intellectual, and technological resources to successfully pursue and obtain substantial results against the prospective defendants. The firm is able and prepared, as necessary, to advance and invest millions of dollars in time and out-of-pocket expenses, with the firms' recovery contingent upon a successful outcome, in the pursuit of the County's claims in this matter.

The firms would be happy to disclose additional financial information upon request.

## 5. LEGAL THEORIES

**THEORY OF LIABILITY:** The claims against the manufacturers of opioid pain medications include claims of deceptive business practices, false advertising, public nuisance, violations of social services/Medicaid law, fraud, and unjust enrichment. The claims involve the deceptive practices of the manufacturer defendants in using both branded and unbranded marketing to reach prescribers and patients. Unbranded marketing through the use of front groups such as the American Pain Foundation, attempted to evade FDA regulations and consumer practices law. The overarching theme of the manufacturing defendants' deception is that opioid pain medications were not addictive and were safe for long term use. Defendants knew that opioids were effective treatments for short-term post-surgical and trauma-related pain, and for palliative (end-of-life) care. Yet they also knew—and had known for years—that opioids were addictive and subject to abuse, particularly when used long-term for chronic non-cancer pain (pain lasting three months or longer), and should there not be used except as a last-resort.

We are also bringing negligence claims against wholesale distributors of these opioids. Under both federal and state law, wholesale distributors have a duty to report suspicious or alarming orders of opioid pharmaceuticals and to report these orders. The evidence shows that these defendants failed to meet this duty despite overwhelming evidence that these drugs were being abused, diverted, and misused based on the alarming size of the orders. These distributors such as McKesson, Cardinal Health, and AmerisourceBergen have paid hundred of millions of dollars in fines to date for their inaction. Additionally, we plan to sue Anda, Inc., a South Florida-based opioid distributor who has supplied the





State with a significant portion of the State's opioids. We included Anda as a defendant in our Osceola, Alachua, Palm Beach and Levy complaints.

We have already considered, identified and begun working with multiple experts whom we believe will be instrumental to the County's case against the prospective defendants. These include medical and pharmaceutical experts in the field of addiction, pharmaceutical regulation, pain management, anesthesiology, and economists. We have also contacted physician(s) who formerly received payment from these companies to push their misleading statements which they now admit were misleading and are seeking to assist our clients in this litigation. We will gladly discuss these experts in more detail with the County in a privileged setting, if selected or interviewed.

**THEORY OF DAMAGES:** These lawsuits will seek to achieve financial recovery for each municipality for the costs associated with this epidemic, including substance abuse programs, insurance/Medicaid, lost productivity, foster care costs, Narcan training and supplying, and increased law enforcement. It is our hope that these lawsuits will help the municipalities receive funding to help in the fight against this epidemic.

We are confident we can present ample evidence, which we can detail for the County in a face-to-face initial meeting, showing the opioid manufacturers and distributors' willful acts and practices violating the state and federal law in marketing, promoting, and selling its products within the County, dating back to the late 1990's. We would expect the defendants to deny that allegation, but also to seek to limit the scope and number of separate "violations" to which any statutory civil penalties may apply. We are familiar with how these issues have been disputed and litigated in prior actions between municipalities and drug and device manufacturers accused of similar violations.

Further investigation and focused discovery will be necessary in order to establish the number of violations of state law committed by the prospective defendants, but sources of proof may include, among other things: (1) call notes produced by the defendants; (2) Dear Doctor letters sent to County physicians; (3) marketing materials including product samples and packaging utilized with physicians, Medicare and Medicaid personnel and/or other consumers; (4) social media "hits" and visits by County residents to websites or advertisements of defendants promoting opioid pain medications; (5) the use of front groups and their websites. It should be noted that a significant portion of these materials were distributed nationwide (including Leon County) and, as a result, our firm has already obtained the majority of this evidence.

## **C. EXPERIENCE AND ORGANIZATIONAL STRUCTURE**

### **1. ATTORNEY INFORMATION**

The attorneys who will participate in work connected with the proposed representation, their qualifications and license information are all listed in Section B.2 of the within response.

### **2. OPIOID GOVERNMENTAL CLIENTS**

Napoli Shkolnik and partners currently represent over 100 government entities in the opioid litigation. A list of filed cases is annexed hereto. Napoli Shkolnik presently represents Osceola County, Alachua County and Levy County for opioid litigation. The cases are currently pending. Napoli Shkolnik PLLC and the Ferraro Law Firm jointly represent Palm Beach County, Florida in the opioid litigation.



Finally, the Ferraro Law Firm represents various Florida Medicaid managed care plans in the opioid litigation under the case *MSP Recovery Claims, Series LLC v. Purdue Pharma, L.P., et al.*, 1:18-cv-00040 (N.D. Ohio).

The firms submit the following as references:

**Palm Beach County, Florida-** Current Napoli Shkolnik / Ferraro law Firm client for opioid litigation  
Denise Nieman, Palm Beach County Attorney  
301 N Olive Avenue, Suite 601, West Palm Beach, FL 33401  
Phone: 407-742-2200

**Osceola County, Florida-** Current Napoli Shkolnik client for opioid litigation  
Andrew Mai, Osceola County Attorney  
1 Courthouse Square, Suite 4200, Kissimmee, FL 34741  
Phone: 407-742-2200

**Alachua County, Florida-** Current Napoli Shkolnik client for opioid litigation  
Sylvia E. Torres, Interim County Attorney  
12 SE 1st Street, Gainesville, FL 32601  
Phone: 352-374-5218

### **3. MDL LEADERSHIP**

Hunter Shkolnik was appointed to the Plaintiff's Executive Committee for the *In Re: National Prescription Opiate Multi-District Litigation*.

### **4. ORGANIZATIONAL CHART**

#### **I. Managing Attorneys will provide the following services:**

Consulting with experts necessary to analyze and develop the County's case; identifying experts to testify on behalf of the County; representing Leon County in trial or in settlement negotiations; representing Leon County in responding to pre-trial motions; representing Leon County in any appeal of any judgment or verdict rendered in the action, and if applicable, any remand from appeal; apprising the County Attorney on the conduct of the case and on strategy and tactics for each phase of the case; writing motions and oppositions; and supervising and participating in all of the activities of Partners and Associates.

**Hunter J. Shkolnik**, Senior Partner, *Napoli Shkolnik*  
**Paul J. Napoli**, Of Counsel, *Napoli Shkolnik*  
**James L. Ferraro, Sr.**, Shareholder, *The Ferraro Law Firm*  
**David A. Jagolinzer**, Shareholder, *The Ferraro Law Firm*  
**Louise Caro**, Partner, *Napoli Shkolnik*, Lead Attorney – Florida

#### **II. Florida Attorneys will provide the following services:**

Taking depositions, defending depositions, preparing witnesses for depositions; preparing expert witnesses for deposition or trial testimony; representing Leon County in trial or in settlement negotiations; representing Leon County in responding to pre-trial motions; representing Leon County in any appeal of any judgment or verdict rendered in the action, and if applicable, any remand from appeal.





Louise Caro, Partner, *Napoli Shkolnik*, Lead Attorney  
James L. Ferraro, Sr., *The Ferraro Law Firm*  
JanPaul Portal, *The Ferraro Law Firm*  
James L. Ferraro, Jr. *The Ferraro Law Firm*  
Sean Pittman, Pittman Law Group

**III. Partners and senior attorneys will provide the following services:**

Responding to motions, including motions to dismiss; drafting motions; responding to motions for summary judgement or other dispositive pre-trial motions; drafting motions for summary judgement or other appropriate dispositive motions on behalf of Leon County; preparing legal arguments on motions practice; responding to public records requests made by outside entities to Leon County regarding the investigation or litigation.

Paul B. Maslo, Partner, *Napoli Shkolnik*  
Shayna E. Sacks, Partner, *Napoli Shkolnik*

**IV. Associates will provide the following services:**

Preparation of complaint(s), filing complaint(s), service of summons, drafting and responding to discovery requests propounded upon Leon County; tracking documents obtained in discovery; coordinating litigation with other states and local governments to promote, to the extent beneficial, a unified approach to litigation; handling discovery disputes.

Joseph L. Ciaccio, Senior Associate, *Napoli Shkolnik*  
Salvatore C. Badala, Senior Associate, *Napoli Shkolnik*

**5. ORGANIZATIONAL SUCCESS**

Napoli Shkolnik and the Ferraro Law Firm are both experienced and successful with complex litigation. We have the systems and support required for efficient and effective communication and work product.

**6. PROJECT CONTROL SYSTEMS**

The firms keep time reports and financial reports which are regularly reviewed by senior management for quality and accuracy. We have regular team meetings and trainings to ensure maximum efficiency and performance.

**D. PROJECT APPROACH**

In furtherance of our Special Counsel relationship to the County, we provide the following specific legal services:

**I. Complaint:** If selected, the team plans on advising the County to file an action against both the manufacturers and major distributors of opioid pain medications, including McKesson Corporation. The manufacturer defendants include Purdue Pharmaceuticals, Teva Pharmaceuticals, Janssen Pharmaceuticals, Endo Pharmaceuticals, and Allergan Pharmaceuticals, as well as several of their parent



companies and subsidiaries. The wholesale distributor defendants would include the three largest distributors of opioid pain medications, McKesson, Cardinal Health, Inc. and AmerisourceBergen.

Throughout the country Napoli Shkolnik PLLC and partners have brought actions not only against manufacturers and distributors, but local pharmacies and doctors who have operated “pill mills”. Necessary defendants can vary from state to state, but we have been aggressive in ensuring that all those responsible for the opioid epidemic are part of these cases. We believe all are necessary parties to this litigation.

We have been bringing the following causes of action in other filed opioid complaints: Public Nuisance; Claims under Florida’s Deceptive and Unfair Trade Practices Act; Fraud; Negligence; Monopolization; Florida’s RICO Act/Negligence Per Se; Unjust Enrichment; and Negligent marketing.

We would defer to the County as to the sequencing, timing, investigation status and potential liability of these defendants in order to advise on appropriate options. As Napoli Shkolnik is already prosecuting opioid cases across the country, our team can hit the ground running.

**II. Venue, Removal, and Remand:** It is the plan of the team to file an action on behalf of the County in state court. However, Napoli Shkolnik PLLC and The Ferraro Law Firm are prepared should the case be removed to federal court. The Napoli Shkolnik firm is currently litigating remand motions nationwide in other opioid lawsuits against these defendants it would be our plan, if the County agrees, to file a remand motion immediately to preserve the County’s right for the case to be heard in state court. If removal and remand proceedings occur, this may cause the County’s case to be delayed in moving forward toward trial by 45 to 90 days depending upon the speed with which the federal court ruled on the motion to remand. Apart from removal and remand, we will also evaluate and discuss with the County any considerations of alternative state court venues for the County’s action against the defendants.

**III. Management Order and Early Trial Date:** If selected, because our team has already obtained substantial information necessary for the prosecution of this action, we will seek an early trial date. We will be prepared to oppose the inevitable motions to dismiss which Napoli Shkolnik is already litigating nationwide. Realistically, the Court will allow a reasonable period for discovery, and we will engage in focused discovery that will be aimed at revealing the scope, the means, and the substance of the defendants’ statutory violations specifically within the County and with respect to the citizens of the County.

**IV. Opioid MDL:** We anticipate a claim for Leon County to be brought as an individual lawsuit filed in Florida state court as we have done in other cases we have filed including Osceola, Alachua, Levy and Palm Beach Counties. The County should be aware that another firm representing municipalities in federal court has filed for a Multi District Litigation (MDL), which would involve every case filed in federal court being consolidated together. Although we have opposed the creation of an MDL and continue to file on behalf of our clients in state court, the MDL was created on December 12, 2017. Additionally, Hunter Shkolnik was recently appointed a leadership position within the MDL. So while we will continue to bring actions in state court and advocate to keep them there, if this matter must go to the MDL, Leon County’s interests will be well represented. Moreover, The Ferraro Law Firm, through its affiliated law firm, Kelley & Ferraro, LLP, has an office merely blocks away from the Northern District of Ohio, which is home to the opioid MDL, and has experience litigating cases in that jurisdiction.





## 2. DIVISION OF WORK

Work will be divided equally among the partner firms. The Pittman Law Group will provide local counsel support.

### E. PRICING METHODOLOGY & FINANCIAL CAPABILITY

#### 1. FEE PROPOSAL

The team of Napoli Shkolnik PLLC and The Ferraro Law Firm propose a contingency fee agreement that is consistent with the Rules Regulating the Florida Bar and Florida law. The agreement will be entirely contingency based. As set forth below, Napoli Shkolnik PLLC and The Ferraro Law Firm propose the following tiered contingency agreement (with this understanding that it is subject to section 16.0155 of the Florida Statutes):

- 10% of pre or post-complaint monetary recovery;
- 15% of recovery after a ruling on a motion to dismiss;
- 20% of recovery after the close of pre-trial discovery; or
- 20% of recovery after a ruling on summary judgment

of all net monetary amounts recovered, with costs and disbursements not exceeding an additional 10% on top of the contingency fee rate, for a maximum total combined contingency fee rate and reimbursable expenses and costs of thirty percent (30%) associated with the legal services being rendered.

Napoli Shkolnik PLLC and The Ferraro Law Firm will remain responsible for all costs and expenses related to this litigation and will not require any payments directly from the County, other than as set forth in the contingency agreement in the event that the litigation is successful. If there is no recovery for the County, the County will not be responsible for any payment to Napoli Shkolnik PLLC and The Ferraro Law Firm including reimbursement of any costs or expenses incurred by the firms.

The majority of the reimbursable costs that will be associated with this litigation will be costs related to deposition services, expert retention and document review. Many of the depositions taken and experts retained will pertain to the litigation as a whole, thus will be for the benefit of every client, not just Leon County. This means that most of the costs will be split between however many clients we represent in this litigation. Consequently, the costs for our clients will be significantly lower compared to those represented by firms with less clients involved in this litigation. In addition, we maintain our own ESI software and document review platforms which are internal to our office. The costs associated with document review will thus be minimal, while other firms usually employ third party vendors whose costs can reach into the millions.

## 2. FINANCIAL ABILITY

Please see section B.4 for a statement regarding the firms' financial capabilities.



### **3. PROFESSIONAL LIABILITY INSURANCE**

Napoli Shkolnik, PLLC maintains professional liability insurance with limits of \$5,000,000 (Five Million). The Ferraro Law Firm, P.A. maintains professional liability insurance with limit of \$2,000,000 (Two Million) per claim. Copies of the insurance certificates are annexed hereto. The firms certify that, to the extent any insurance coverage for the firms does not at the present time satisfy the County's requirements, Napoli Shkolnik, PLLC and the Ferraro Law Firm will, as a condition of an award of a contract as described herein, will obtain and retain the required coverages and limits.

### **4. SWORN STATEMENT**

None of the attorneys or firms listed in the within response have engaged in public entity crimes. The firms swear to maintain a drug-free environment. Please see attached forms.

Upon information and belief, the undersigned is not aware of any litigation or other conflicts which might impact the Firms' abilities to represent the County in any way. Further, upon information and belief, the representation of Leon County by Napoli Shkolnik PLLC and The Ferraro Law Firm with the Pittman Law Group will not result in any conflicts to the County.

The firms agree to abide by the terms of the within RFP and all applicable laws and rules.



RFP Title: Request for Proposals for Special Counsel Legal Services for Opioid Epidemic Investigation and Potential Litigation  
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EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

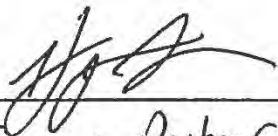
1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, 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: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

  
Senior Partner  
Napol Shkolnik  
665 S. Bayshore Drive, Ste 220  
Miami FL 33137

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**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: **X**

---

Business Auto:

Indicate Best Rating: **A**  
Indicate Best Financial Classification: **X**

---

Professional Liability:

Indicate Best Rating: **A**  
Indicate Best Financial Classification: **X**

---

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.

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RFP Title: Request for Proposals for Special Counsel Legal Services for Opioid Epidemic Investigation and Potential Litigation  
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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 Leon County. At the option of Leon County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Leon 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.

Claims will be directed to <sup>Lisa</sup>Tancredi (person/agency) at <sup>Hancredi@</sup>napoli law address/fax/e-mail for investigation and appropriate handling. <sup>212-397-1000</sup>

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 Hunter Shkolnik  
Typed or Printed

Signature [Signature]

Date 4/27/18

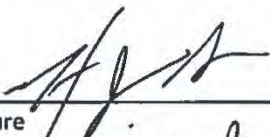
Title Senior Partner  
(Company Risk Manager or Manager with Risk Authority)

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**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 judgment 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 statutes 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

*Senior Partner*  
\_\_\_\_\_  
Title

*Napoli Shkolnik*  
\_\_\_\_\_  
Contractor/Firm



RFP Title: Request for Proposals for Special Counsel Legal Services for Opioid Epidemic Investigation and Potential Litigation  
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**DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

Napol Shkolnik  
(Name of Business)

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 response/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 response/bid, the employee 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 (Florida Statutes) 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 abuse assistance or rehabilitation program if such is available in the employee's community, or 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 that this firm complies fully with the above requirements.

[Signature]  
Responder's Signature

4/27/18  
Date

RFP Title: Request for Proposals for Special Counsel Legal Services for Opioid Epidemic Investigation and Potential Litigation  
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NON-COLLUSION AFFIDAVIT

I, Hunter Shkolnik of the city of Center Island NY according to law on my oath, and under penalty of perjury, depose and say that:

1. I am Senior Partner  
of the firm of Napoli Shkolnik

in response to the Request for Proposals for:

Special Counsel Legal Services for Opioid Investigation and Potential Litigation for Leon County,  
and that I executed the said proposal with full authority to do so.

2. This response has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor; and, no attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;

3. The statements contained in this affidavit are true and correct, and made with full knowledge that Leon County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

[Signature]  
(Signature of Responder)

4/27/18  
(Date)

New York  
STATE OF ~~FLORIDA~~  
COUNTY OF New York

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Hunter Shkolnik who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this 27<sup>th</sup> day of April, 2018.

WINSTON HIGGINS  
NOTARY PUBLIC, STATE OF NEW YORK  
REGISTRATION No. 01H16323666  
Qualified in Bronx County  
Commission Expires April 27, 2019

Winston Higgins  
NOTARY PUBLIC

My Commission Expires: April 27, 2019

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**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: Napoli Shkolnik PLLC

Signature: [Signature] Title: Senior Partner

STATE OF New York  
COUNTY OF New York

Sworn to and subscribed before me this 27 day of April, 2018

Personally known ✓

OR Produced identification                     

(Type of Identification)

WINSTON HIGGINS  
NOTARY PUBLIC, STATE OF NEW YORK  
REGISTRATION No. 01H16323666  
Qualified in Bronx County  
Commission Expires April 27, 2019

[Signature]  
NOTARY PUBLIC

Notary Public - State of New York

My commission expires: April 27, 2019

Winston Higgins  
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.**



RFP Title: Request for Proposals for Special Counsel Legal Services for Opioid Epidemic Investigation and Potential Litigation  
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**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 insurance 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:      X

---

Business Auto:      Indicate Best Rating:      A  
   Indicate Best Financial Classification:      X

---

Professional Liability:      Indicate Best Rating:      A  
   Indicate Best Financial Classification:      XV

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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.



RFP Title: Request for Proposals for Special Counsel Legal Services for Opioid Epidemic Investigation and Potential Litigation  
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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 Leon County. At the option of Leon County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Leon 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.

Claims will be directed to M.E. Wilson (person/agency) at jalexander@mewilson.com (address/fax/e-mail) for investigation and appropriate handling.

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 Janet Dayton Signature Janet Dayton  
Typed or Printed  
Date 4/19/18 Title Partner  
(Company Risk Manager or Manager with Risk Authority)

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Proposal Number: BC-04-30-18-35  
Opening Date: April 30, 2018 @ 2:00 PM

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**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: The Ferraro Law Firm, P.A.


Address: 600 Brickell Avenue, Suite 3800  
Miami, FL 33131

RFP Title: Request for Proposals for Special Counsel Legal Services for Opioid Epidemic Investigation and Potential Litigation  
Proposal Number: BC-04-30-18-35  
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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 judgment 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 statutes 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

The Ferraro Law Firm, P.A.  
\_\_\_\_\_  
Contractor/Firm

RFP Title: Request for Proposals for Special Counsel Legal Services for Opioid Epidemic Investigation and Potential Litigation  
Proposal Number: BC-04-30-18-35  
Opening Date: April 30, 2018 @ 2:00 PM

**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: The Ferraro Law Firm, P.A.

Signature: \_\_\_\_\_ Title: President

STATE OF Florida  
COUNTY OF Miami-Dade

Sworn to and subscribed before me this 18<sup>th</sup> day of April, 2018

Personally known ✓

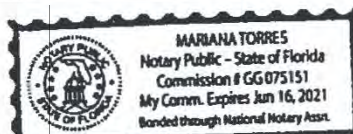
Mariana Torres  
NOTARY PUBLIC

OR Produced identification \_\_\_\_\_

Notary Public - State of Florida

(Type of Identification)

My commission expires: June 16, 2021



Mariana Torres  
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.**



RFP Title: Request for Proposals for Special Counsel Legal Services for Opioid Epidemic Investigation and Potential Litigation  
Proposal Number: BC-04-30-18-35  
Opening Date: April 30, 2018 @ 2:00 PM

NON-COLLUSION AFFIDAVIT

I, James Ferraro of the city of Miami, FL according to law on my oath, and under penalty of perjury, depose and say that:

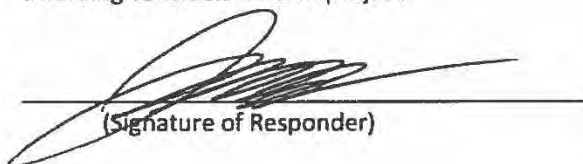
1. I am President  
of the firm of The Ferraro Law Firm, P.A.

in response to the Request for Proposals for:

Special Counsel Legal Services for Opioid Investigation and Potential Litigation for Leon County,  
and that I executed the said proposal with full authority to do so.

2. This response has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor; and, no attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;

3. The statements contained in this affidavit are true and correct, and made with full knowledge that Leon County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

  
(Signature of Responder)

4/18/2018  
(Date)

STATE OF FLORIDA  
COUNTY OF Miami-Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority, James Ferraro who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this 18th day of April, 2018.

  
NOTARY PUBLIC



My Commission Expires: June 16, 2021

RFP Title: Request for Proposals for Special Counsel Legal Services for Opioid Epidemic Investigation and Potential Litigation  
Proposal Number: BC-04-30-18-35  
Opening Date: April 30, 2018 @ 2:00 PM

**DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

The Ferraro Law Firm, P.A.  
(Name of Business)

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 response/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 response/bid, the employee 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 (Florida Statutes) 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 abuse assistance or rehabilitation program if such is available in the employee's community, or 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 that this firm complies fully with the above requirements.

  
Responder's Signature

4/18/18  
Date

RFP Title: Request for Proposals for Special Counsel Legal Services for Opioid Epidemic Investigation and Potential Litigation  
Proposal Number: BC-04-30-18-35  
Opening Date: April 30, 2018 @ 2:00 PM

### 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:

- 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
- Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- 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 and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: <u>Pittman Law Group</u>	
Current Local Address: <u>1028 E. Park Avenue</u> <u>Tallahassee FL 32301</u>	Phone: <u>850-216-1002</u> Fax: <u>850-224-7477</u>
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]  
Signature of Authorized Representative

04-27-2018

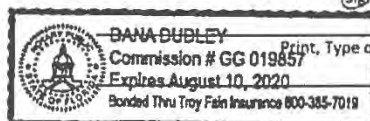
Date

STATE OF Florida  
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 27th day of April, 2018  
By Sean Pittman of Pittman Law Group  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)  
a Florida Corporation, on behalf of the corporation. He/she is personally known to me  
(State or place of incorporation)  
or has produced \_\_\_\_\_ as identification.

Return Completed form with supporting documents to:

Leon County Purchasing Division  
1800-3 N. Blair Stone Road  
Tallahassee, Florida 32308



[Signature]  
Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any





**Hunter J. Shkolnik, Partner**

Mr. Shkolnik concentrates his area of practice to the trial of significant personal injury cases primarily in the area of drug, automobile, heavy truck and aviation related product liability actions.

He leads the discovery and trial teams of various mass tort pharmaceutical and medical device litigations for the firm. He is also active in managing national litigation and plaintiff litigation groups including the American Association of Justice's Actos Litigation Group.

He is currently serving as a chairman, leader or court appointed representative on Plaintiff Steering Committees in various drug and other mass torts. Additionally Mr. Shkolnik has also held officer positions in the New York State Trial Lawyers, Nassau County Bar Association and Committee Chair positions in ATLA Health Care Finance

Litigation Group, Orthopedic Implant Litigation Group, AAJ Breast Cancer Litigation Group, Co-Chair AAJ Heart Device Litigation Group and the Chair of the Medtronic ICD and CRTD Litigation Sub Group.

Mr. Shkolnik has also lectured and organized seminars on issues involving Guidant, Medtronic and St. Jude pacemakers, ICD and Lead Wire recall science and litigation; Cardiac Device product liability litigation, Class Actions topics such as Ethics of Mass Tort Settlements, Lone Pine, State Federal Coordination and Preemption and on multiple occasions, on science related to various pharmaceuticals.

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**Bar Admissions**

- New York
- United States District Court for the Eastern and Southern Districts of New York
- New Jersey
- United States District Court, District of New Jersey

**Professional Affiliations**

- American Association of Justice (AAJ), The Actos Bladder Cancer Litigation Group, Co-Chair
- Litigation Counsel of America, Fellow
- New York State Trial Lawyers (NYSTLA), Board of Directors; Past Secretary, Assistant Treasurer and Treasurer
- Long Island Affiliate of the NYSTLA, Past President
- Nassau County Bar Association, Past Vice-Chairman, Medical Legal Committee
- American Association of Justice (AAJ), Past Vice-Chairman, Healthcare Finance Litigation Group
- American Association of Justice (AAJ) Health Orthopedic Implant Litigation Group, Past Vice-Chairman, Science Committee Director
- American Association of Justice (AAJ), Past Chairman, Health Breast Cancer Litigation Group
- American Association of Justice (AAJ), Co-Chair, Health Heart Device Litigation Group





**NAPOLI  
SHKOLNIK PLLC**  
ATTORNEYS AT LAW

**Hunter J. Shkolnik cont'd**

**Steering Committees**

- Co-Liaison Counsel in the Flint Water Crisis Litigation
- Plaintiffs' Executive Committee in *In Re: Invokana (Canagliflozin) Products Liability Litigation* (MDL No. 2750)
- Plaintiffs' Executive Committee in the *Johnson & Johnson Talcum Powder Products Marketing, Sales Practices and Products Liability Litigation*
- Plaintiff's Steering Committee in the Taxotere Products Liability Litigation
- Plaintiff's Liaison Committee for Personal Injury and Wrongful Death Claimants, MDL 10-2151 for *In re: Toyota Sudden Acceleration Litigation* 10-2151
- Actos Product Liability Steering Committee, American Association of Justice's Actos Litigation Group
- Plaintiffs' Steering Committee in lawsuits against Medtronic Inc. (MDT) over flawed heart defibrillators
- Co-Lead Counsel for *In re: Oral Sodium Phosphate Solution-Based Products Liability Litigation*
- Liaison Counsel, New Jersey NuvaRing Products Liability Consolidated Mass Tort Litigation
- *Plaintiff's Steering Committee for In re: Medtronic, Inc., Sprint Fidelis Leads Product Liability Litigation*, MDL 08-1905 (US District Minnesota)
- Plaintiff's Steering Committee, Member, Trial, Expert, Discovery Sub Committee and Co-Lead Trial Team for *In re: Guidant Corp Implantable Defibrillators Products Liability Litigation*
- Steering Committee Member, Trial Expert and Discovery Subcommittees for *In re: Medtronic Inc., Implantable Defibrillators Products Liability Litigation*, MDL 05:1726
- Co-Lead Counsel for *In re: NuvaRing Product Liability Litigation*, MDL 1964 (US District Court, Eastern District of Missouri)
- Co-Liaison Counsel and Member of the Plaintiff's Steering Committee for New Jersey Metoclopramide (Reglan) Product Liability Consolidated Mass Tort Litigation
- Co-Lead Counsel for *In re: NuvaRing Products Liability Litigation*, MDL 1964 (MOED)
- Plaintiff's Steering Committee for NY State Consolidated Bextra/ Celebrex Litigation
- Plaintiff's Steering Committee, Member and a Lead Counsel for New York Sulzer Inter Op Hip and Knee Implant Litigation
- State Federal Liaison Counsel, MDL 1785 for *In re: Bausch & Lomb, Inc., Contact Lens Solution Product Liability Litigation; In re: New York Consolidated Bausch & Lomb Contact Lens Solution Litigation*
- Discovery Co-Chair for the New Jersey Levaquin Mass Tort Litigation
- Plaintiff's Steering Committee for *In re: PepsiCo. Inc., Bottled Water Marketing and Sales Practices Litigation*, MDL 08-1903 (United States District Court, Southern District of New York)
- Plaintiff's Steering Committee and a Lead Counsel in the NY Diet Drug/Phen- Fen Litigation
- Plaintiff's Steering Committee and a Lead Counsel in the NY Sulzer Inter-Op Hip and Knee Implant Litigation
- Plaintiff's Steering Committee for MDL 2272 *In re: Zimmer NexGen Knee Implant Products Liability Litigation*, (US District Court, Northern District Illinois)
- Plaintiff's Steering Committee for *In re: Pom Wonderful Sales and Marketing Practice Litigation*, MDL 10-219
- Co-Lead for *In re: Kaba Simplex Push Button Lock Sales and Marketing Litigation*, MDL 2220 (US District Court, Northern District Ohio)



**NAPOLI**  
**SHKOLNIK PLLC**  
ATTORNEYS AT LAW

**Hunter J. Shkolnik cont'd**

**Publications**

- Sikkelee: A Victory for Plaintiffs and its Implications for Aviation Product Liability Claims, American Association for Justice Aviation Law Newsletter, Winter 2017
- Danger in the Ring by Marie Brenner, Vanity Fair, January 2014
- Divided They Fall: Concepcion's Effect on Consumer and Employee Claims (Co-Author: Richard J. Arsenault, Esq.), NYSTLA, Vol. 1, 2012

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**Recent Speaking Engagements**

- "The Impact of Daimler and BMS-Plavix", Co-Chair HarrisMartin California Mass Tort and Class Action Litigation Conference
- "Flint Water Crisis: Get in the Know about Lead Poisoning and How It's Litigated", Perrin Conferences
- "Hot Topics and Trends in Litigation Seminar", American Association for Justice
- "Flint Water Crisis", HarrisMartin's MDL Conference: Pharmaceutical and Environmental Mass Tort Litigation
- "Uber and the Sharing Economy: Law, Ethics and Policy", Temple University Fox School of Business
- Pharmaceutical and Environmental Mass Tort Litigation", HarrisMartin Conference
- "Fantasy Sports, Volkswagen, Porsche and Pharmaceutical Litigation", Co-Chair HarrisMartin Conference
- "Volkswagen Diesel Fuel Emissions Fraud", HarrisMartin Conference
- "Mass Tort vs. Class Action: What it is and What it is Not.", The American Association for Justice (AAJ)
- "Diabetes Drugs (Actos, Januvia, Byetta" at Mass Tort Med School, A Boot Camp for Plaintiff Attorneys, HB Litigation Conferences
- "Decisions 2013: Recent Developments in Tort Law", NYSTLA Seminar Series
- "Class Certification: Defining or Challenging Class Membership", Strafford Webinars
- "Mirena IUD, Tylenol, Granuflo, Byetta & Januvia", HarrisMartin MDL Conference
- "Plaintiff Pharmaceutical Litigation Forum 2013", HB Litigation Conferences
- Breast Cancer Litigation, ATLA Breast Cancer Litigation Group Educational Seminar
- "Transvaginal Mesh and Actos Litigation Group", Harris Martin MDL Conference
- "Xarelto & Power Morcellators", HarrisMartin's MDL Conference
- "Major Developments in Drug & Device Litigation", HarrisMartin Conference
- "Multi-district Litigation and the Parallel State Court Universe: A Practitioners Global Positioning Guide", 11th Annual Class Action/Mass Tort Symposium presented by the LSBA
- "Product Liability Mass Tort & Class Actions: What every lawyer should know and understand", NYSTLA
- "Case Theories, Challenges and Case Selection Considerations for your Actos Inventory", Pharmaceutical Litigation Forum

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**Awards and Honors**

- New York Super Lawyers®

7003 Fisher Island Drive  
Fisher Island, Florida 33109

Phone (305) 375-0111  
Fax (305) 416-2525  
E-mail jlf@ferrarolaw.com

## JAMES L. FERRARO

### Education

*UNIVERSITY OF MIAMI SCHOOL OF LAW, Coral Gables, Florida*

Juris Doctorate: May 1983

*UNIVERSITY OF MIAMI, Coral Gables, Florida*

Master of Science: December 1979

*UNIVERSITY OF MIAMI, Coral Gables, Florida*

Bachelor of Business Administration: December 1978

### Honors

Guest Lecturer Harvard Law School, 2015

Honoree, Twelve Good Men, 2010

Member, The Fellows of the American Bar Foundation, 2010

Member, Bowman Foster Ashe Society, University of Miami, 2009

Member, Hope Stout Society, 2008

Trustee, The Clinton Foundation, 2004

Ellis Island Medal of Honor Recipient, 2001

Inducted, Knights of Malta, 1999

Knight Grand Officer, Knights of Malta, 2015

National Finalist for Trial Lawyer of the Year, 1997

President's Honor Roll, 1978 – 1979

Beta Alpha Psi, 1977

Dean's List, 1975 – 1978

### Occupation

Attorney-at-Law, 1983 – Present

Certified Public Accountant, 1980 – Present

### Professional Experience

*KELLEY & FERRARO, LLP, Cleveland, Ohio*

Partner, 1997 – Present

*THE FERRARO LAW FIRM, P.A., Miami, Florida*

President, 1985 – Present



**FINLEY, KUMBLE, WAGNER, et al.**, Miami, Florida

Attorney, 1984

**KIMBRELL & HAMMAN**, Miami, Florida

Attorney, 1983

**GREENBERG, TRAURIG, et al.**, Miami, Florida

Law Clerk, 1982

**UNIVERSITY OF MIAMI**, Coral Gables, Florida

Accounting Instructor, 1982

**PRICEWATERHOUSE COOPERS LLP f/k/a  
COOPERS & LYBRAND**, Miami, Florida

Certified Public Accountant, 1981

**DELOITTE TOUCHE TOHMATSU LIMITED f/k/a  
DELOITTE, HASKINS & SELLS**, Miami, Florida

Certified Public Accountant, 1980

#### **Licenses**

District of Columbia Bar, 2014

U.S. Court of Appeals, Second Circuit, 2010

U.S. District Court, Northern District of Ohio, 2008

U.S. District Court, Northern District of Florida, 2006

Supreme Court of the United States, 2004

Ohio Bar, 2003

New York Bar, 2002

U.S. District Court, Southern District of New York, 2002

U.S. Court of Appeals, Fourth Circuit, 2002

U.S. Court of Appeals, First Circuit, 2000

U.S. Tax Court, 1994

U.S. Court of Appeals, Third Circuit, 1994

NFLPA Contract Advisor, 1985

Massachusetts Bar, 1985

U.S. District Court, Southern District of Florida, 1984

Florida Bar, 1983



Florida CPA, 1980

#### **Trial History**

Multiple million dollar jury verdicts, totaling in the tens of millions of dollars. Largest compensatory jury award nationally at the time for an asbestosis case. Largest compensatory award in the state of Florida at the time for a mesothelioma case. Additionally, in 1996 received multi-million dollar jury verdict against E.I. DuPont de Nemours and Company in the first birth defect verdict worldwide against a chemical company. This trial was covered in its entirety on Court TV and received worldwide attention. Based on the DuPont verdict, was one of ten national finalists for Trial Lawyer of the Year in July 1997.

#### **Board Memberships**

The Buoniconti Fund to Cure Paralysis, Inc.  
Make-A-Wish Foundation of Southern Florida  
NoticeAbility  
United Way of Miami-Dade  
Trustee, VeritageMiami  
Trustee, The Clinton Foundation

#### **Professional Memberships**

Florida Institute of Certified Public Accountants  
Dade County Bar Association  
Cleveland Metropolitan Bar Association  
Massachusetts Bar Association  
New York State Bar Association  
American Bar Association  
American Association for Justice  
Florida Justice Association  
The National Trial Lawyers  
Million Dollar Advocates Forum  
Multi-Million Dollar Advocates Forum  
Florida State Ambassador, Public Justice Foundation

#### **References**

Available Upon Request



**NAPOLI**  
**SHKOLNIK PLLC**  
ATTORNEYS AT LAW



**Paul J. Napoli, Of Counsel**

is a Founding Partner who developed a law firm headquartered in New York City, with offices in nine states across the United States. On 9/11, the Napoli firm had its NYC offices across the street from the World Trade Center, and its employees were eyewitnesses to the terrorist attacks on lower Manhattan. Paul was appointed by the United States District Court as Co-Liaison Counsel representing more than 11,000 first responders and other rescue and recovery workers who became ill or were injured during the rescue, recovery and debris-removal activities at the World Trade Center site in the months following 9/11 and was instrumental in obtaining settlements that are today valued at more than \$816 million for his clients. Paul also lobbied New York State and the U.S. Congress for and was instrumental in obtaining two important pieces of legislation to assist WTC- injured workers. These are an amendment to New York's General Municipal Law §50-1 ("JIMMY NOLAN'S LAW") that provided a one-year savings statute for otherwise time-barred first responder claims and the

JAMES ZADROGA 9/11 HEALTH AND COMPENSATION ACT OF 2010 ("Zadroga Bill"), which provides for medical monitoring and cash awards for injured first responders and other WTC survivors, local office workers and community members injured by the post-9/11 fallout. Paul has been a generous contributor to the 9/11 Memorial, the 9/11 Memorial Museum and other organizations working to support first responders and other WTC-injured workers.

He was profiled in the published book "City of Dust," a journalistic account of the rescue, recovery and debris removal activities at the site of the World Trade Center following the September 11, 2001 attacks, authored by former New York Times columnist Anthony DePalma.

Mr. Napoli has written on physician liability for diet drug injuries and on "The Cost of Contamination" for the American Water Works Association Journal, November 2012. He has extensively litigated on behalf of municipal clients for contamination to land and water supplies resulting from petroleum and related chemical spills.

He has achieved hundreds of verdicts and settlements valued over \$1 million for his clients and has also received many awards from his peers. He served on the Board Of Directors of the New York Trial Lawyers Association, is active in several bar associations, has been interviewed on numerous television shows, in newspaper and magazine articles and is frequently consulted by attorneys around the country on a variety of mass tort, professional malpractice and general liability issues.

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**Bar Admissions**

- New York
- Illinois
- United States District Court for the Eastern, Western, Southern, and Northern Districts of New York
- United States Court of Appeals for the Second Circuit
- United States Court of Appeals for the Third Circuit
- United States Supreme Court





**Paul J. Napoli cont'd**

**Professional Affiliations**

- National September 11 Memorial Museum, Board Member
- Diversity Law Institute, Member
- American Association for Justice
- Trial Law Institute, Member
- American Institute of Personal Injury Attorneys (AIOPIA), Member
- New York State Bar Association, Member
- St. John's Loughlin Society (Benefactors' Council)
- St. John's University School of Law Dean's Advisory Counsel

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**Steering Committees**

- Liaison Counsel for the New York State Consolidated Diet Drug litigations *In re: Diet Drug (Phentermine, fenfluramine, dexfenfluramine) Products Liability Litigation*
- Plaintiffs' Discovery Committee for *In re: MTBE (Methyl Tertiary Butyl Ether) Products Liability Litigation* (MDL-1358)
- Plaintiff's Steering Committee for *In re Rezulin Products Liability Litigation* (removed from the US market 3/21/2000)
- Plaintiff's Co-Liaison Counsel for *In re: World Trade Center Disaster Site Litigation*, 21 MC 100 (AKH,) settled in the U.S. District Court for the Southern District of New York by Judge Alvin K. Hellerstein

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**Publications**

- The Cost of Contamination, American Water Works Association Journal, What's New in Water and Waste Water, November 2012
- Compensation through legislation for 9/11 responders and victims: An analysis of Zadroga (Co-Author Brian Crosby), Westlaw Journal - Toxic Torts, Volume 29, Issue 8 / June 2011
- Physician Liability In Diet Drug Litigation, NYLJ April 20, 1998
- Profiled in:
  - Mundy, Alicia, Dispensing with the Truth: The Victims, The Drug Companies, and the Dramatic Story Behind the Battle Over Fen-Phen, St. Martin's Press, 2001.
  - Depalma, Anthony, CITY OF DUST: ILLNESS, ARROGANCE AND 9/11, FT Press, 2010

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**Awards and Honors**

- The National Association of Distinguished Counsel
- Litigation Counsel of America, Senior Fellow
- Legal Leaders, Martindale-Hubbell Top Rated Lawyers
- The Legal 500 United States, Top Tier
- Top 50 Elite Trial Lawyer, National Law Journal
- Top 100 Attorneys in the New York Metro Area
- American Trial Lawyers Association: Top 100 Trial Lawyers
- Litigator Award
- America's Elite Trial Lawyers
- Million Dollar Advocates Forum
- New York Super Lawyers®



# OPIOID LITIGATION TIMELINE



## Speaking Engagements

### Marie Napoli, Partner

- Instructor, "America on Opioids: The Issues, The Claims and The Coverage," Perrin Conferences Webinars (October 12, 2017)

### Hunter J. Shkolnik, Partner

- Speaker, "Opioid MDL Update", HarrisMartin's MDL Conference: Onglyza, Opioid & Sorin 3T Heater-Cooler System Litigation (January 24, 2018)
- Speaker, "Opioids – The Latest Information and Strategies", Masters of Mass Tort Seminar (January 17-19, 2018)
- Faculty Member, "Opioid Crisis: Claims, Damages & Science", HB Litigation Conferences
- Featured Speaker, "Opioid Governmental Cost Recovery Litigation," Hot Topics in Mass Tort Litigation Seminar, American Association for Justice Leaders Forum (November 28-29, 2017)
- Keynote Speaker, "Litigating Public Health Epidemics," Current Issues in Pharmaceutical, Medical Device, and Biotech Litigation, American Bar Association Regional CLE Workshop (October 20, 2017)
- Featured Speaker, "Public Nuisance: No Doubt, But Can We Prove It?," Prepare To Fight The Opioid Crisis, American Association for Justice Leaders Forum (September 13-14, 2017)

### Patrick Haines, Partner

- Featured Speaker, "Evaluating Industrial Hygiene Conclusions," Asbestos Litigation Conference: A National Overview & Outlook, Perrin Conferences (September 25, 2017)

### Shayna E. Sacks, Partner

- Speaker, "State Court Opioid Litigation Updates & Liability Theories", HarrisMartin's Opioid Litigation Conference (March 2, 2018)
- Speaker, "Onglyza and Kombiglyze: Venue and Case Selection Criteria", HarrisMartin's MDL Conference: Onglyza, Opioid & Sorin 3T Heater-Cooler System Litigation (January 24, 2018)
- Faculty Member, "Opioid Crisis: Claims, Damages & Science", HB Litigation Conferences (January 2018)
- Conference Co-Chair, "Plaintiff Opioid MDL Conference", HarrisMartin Publishing (January 2018)
- Featured Panelist, "Mass Torts on State and Federal Cooperation" & "Litigation Group Update: Opioids," Colorado Trial Lawyers Association, Mass Tort Litigation Seminar
- Featured Speaker, "The Opioid Epidemic," Safe America Foundation's 2017 World Safe Summit (October 26-27, 2017)
- Featured Panelist, "Current Landscape of Opioid Litigation" & "Who are the Governmental Action Plaintiffs and What are the Causation Theories?," National Opioid Litigation Conference, HarrisMartin Publishing (October 3, 2017)

### Salvatore C. Badala, Senior Associate

- A "The Plaintiff Perspective" Speaker, "Analyzing Pharma Marketing Campaigns of the Opioid Manufacturer and Distributors", Insight Exchange Network Presents: Responding to the Opioid Crisis: Litigation, Regulation, & Reform (April 16-17, 2018)





# OPIOID LITIGATION TIMELINE



Print Press

## APRIL 2018

- [Augusta, ME council to consider joining lawsuit against drug companies](#), centralmaine.com (4/3/18)
- [Nation's top pain doctors face scores of opioid lawsuits](#), YAHOO! Finance (4/3/18)

## MARCH 2018

- [Cheektowaga set to sue opioid drug manufacturers](#), Cheektowaga Chronicle (3/30/18)
- [Cattaraugus County lawmakers declare heroin/opioid epidemic a nuisance](#), Olean Times Herald (3/29/18)
- [Strongsville, OH Suing Opioid Manufacturers, Distributors](#), Strongsville Patch (3/22/18)
- [Kennebec County to join nationwide lawsuit against opioid manufacturers](#), pressherald.com (3/21/18)
- [Kennebec County to join opiate lawsuit against drug companies in nationwide effort](#), centralmaine.com (3/20/18)
- [Summit County lawsuit alleges pharma companies pushed dangerous opioids to make a profit](#), Deseret News (3/20/18)
- [Manatee County, FL ready to sue opioid makers over epidemic's cost](#), Bradenton Herald (3/20/18)
- [PBC taxpayers might not get full protection against costs in drug suit](#), myPalmBeachPost.com (3/17/18)
- [New York Opioid Litigation Won't Be Stayed; Lawyers Seeking 1,000 More County-Plaintiffs](#), Forbes.com (3/15/18)
- [Palm Beach County picks legal team to pursue opioid litigation](#), Sun Sentinel (3/13/18)
- [County lawmakers to vote on opioid law, support of Senecas opposition to fracking waste plant](#), Olean Times Herald (3/13/18)
- [Genesee County legislators set opioid crisis public hearing](#), The Daily News (3/15/18)
- [Calling opioids a 'public nuisance,' Androscoggin County joins nationwide lawsuit](#), Lewiston Sun Journal (3/14/18)
- [Cattaraugus County lawmakers to vote on opioid law, fracking waste plant resolution](#), The Salamanca Press (3/13/18)
- [Intersection studies reviewed at Mountain Brook council meeting](#), Village Living (3/12/18)
- [Strongsville may join litigation against makers and distributors of opioids](#), Cleveland.com (3/9/18)
- [Schuyler County to hold public hearing on proposed opioid legislation](#), star gazette, Part of the USA Today Network (3/9/18)
- [Opioid Judge Allows Some Discovery, Motions to Go Forward in MDL](#), The National Law Journal (3/7/18)
- [Palm Beach County to select legal team for possible lawsuit in opioid fight](#), PalmBeachPost.com (3/6/18)
- [Town of Amherst Joins Counties in Opioid Lawsuit](#), NBC Local Affiliate WGRZ-2 (3/5/18)
- [Amherst hires outside counsel in opioid lawsuit](#), The Buffalo News (3/6/18)
- [Town of Amherst, NY to file lawsuit against opioid pharmaceutical companies](#), WIVB-4.com (3/5/18)
- [Warren County files lawsuit against opioid makers](#), The Post Star (3/1/18)





# OPIOID LITIGATION TIMELINE



Print Press

## FEBRUARY 2018

- [Cayuga County seeks state funding for jail inmates' substance abuse treatment](#), auburnpub.com (2/21/18)
- [County mulls suing opioid drug makers](#), Adirondack Daily Enterprise (February 19, 2018)
- [Napoli Shkolnik files medical malpractice suit against physicians for prescribing increasing doses of fentanyl](#), Madison-St. Clair Record (2/16/18)
- [Cumberland County suing opioid manufacturers, distributors](#), Central Penn Business Journal (2/14/18)
- [Cumberland County joins lawsuit against opioid makers](#), PA PENN Live (2/13/18)
- [Niagara legislature will declare opioids a 'public nuisance'](#), Niagara Gazette (2/12/18)
- [Will Big Drugmakers Mimic Purdue on Opioid Marketing?](#), Law360 (2/12/18)
- [Cumberland County sues opioid companies](#), ABC27 News (2/12/18)
- [County sues big pharmacy in opioid crisis](#), Osceola News-Gazette (2/9/18)
- [City of Gary files lawsuit against opioid manufacturers and distributors](#), Chicago Crusader (2/8/18)
- [Saco the latest Maine community to join lawsuit against opioid makers](#), Bangor Daily News York (2/8/18)
- [Alachua, Osceola counties take aim at opioid manufacturers](#), Gainesville.com (2/8/18)
- [Osceola joins national opioid legal action against drug companies](#), Orlando Sentinel (February 7, 2018)
- [Westchester County Sues Drug Makers Over Opioid Crisis](#), CBS New York Local (2/6/18)
- [Westchester Sues Highly Addictive Opioid Manufacturers, Distributors](#), White Plains Daily Voice (2/6/18)
- [Westchester Files Lawsuit Against Big Pharma Over Opioids](#), Patch.com (2/6/18)
- [Osceola County first in state to file suit against 21 pharmaceutical companies for opioid crisis](#), ABC Local Affiliate WFTV-9 (2/5/18)
- [Alachua County Sues Pharmaceutical Companies Over Opioid Epidemic](#), Florida's 89.1 WUFT-FM (2/5/18)

## JANUARY 2018

- [At least 14 NY counties and NYC suing opioid companies](#), pressconnects, Part of the USA TODAY Network (1/30/18)
- [Prince George's County is suing opioid manufacturers](#), The Diamondback (1/25/18)
- [Prince George's Files Lawsuit Against Opioid Manufacturers](#), The Washington Informer (1/24/18)
- [Prince George's Co. sues opioid makers](#), WTOP 103.5FM (1/24/18)
- [Prince George's County Suing the Entire Opioid Industry](#), Patch.com (1/24/18)
- [Broadview Heights joins litigation against drug makers and distributors over opioid epidemic](#), Cleveland.com (1/22/18)
- [Saratoga County sues more than 30 pharmaceutical companies](#), The Daily Gazette (1/21/18)
- [County Officials Declare Opioids a 'Public Nuisance'](#), Saratoga Today (1/18/18)
- [NY Counties in State Opioid Litigation Allowed Discovery](#), New York Law Journal (1/16/18)
- [With Trump MIA on Opioids, Here Come the Lawyers](#), BloombergView (1/12/18)
- [County files lawsuit against opioid manufacturers](#), The Champion (1/11/18)
- [Biddeford the latest Maine city to join lawsuit against opioid makers](#), Bangor Daily News (1/11/18)
- [Shreveport and Arklatex counties join lawsuit against opioid industry](#), KTBS-3 CBS Local (1/5/18)





# OPIOID LITIGATION TIMELINE



Print Press

## DECEMBER 2017

- [Prince George's Co. hires law firm to take on drug companies](#), WUSA9 CBS Local (12/27/17)
- [Georgia County One of Growing Number Suing Opioid Manufacturers](#), University of Georgia WUGA Live Radio (12/22/17)
- [Nashua Becomes Second N.H. City to Take Opioid Companies to Court](#), New Hampshire Public Radio (12/22/17)
- [DeKalb Files Suit Against Opioid Manufacturers and Distributors](#), Life Pulse Health (12/21/17)
- [DeKalb County sues opioid makers over costs of addiction, deaths](#), AJC.com (12/21/17)
- [Putnam County Executive Odell Signs Opioid Lawsuit Resolution](#), Brewster's HamletHub (12/19/17)
- [York County sues opioid companies](#), TribLIVE (12/14/17)
- [County sues opioid makers](#), The Chronicle-Telegram (12/14/17)
- [York County sues drug companies, physicians for role in county's opioid epidemic](#), FOX43 (12/12/17)
- [Lake County sues opioid makers, distributors for epidemic](#), The News-Herald (12/12/17)
- [York County sues 25 opioid manufacturers, distributors](#), York Dispatch (12/10/17)
- [York County Files Lawsuit Against The Opioid Industry: Report](#), PA Penn Live (12/9/17)
- [York County goes after drug makers, distributors, blaming them for opioid epidemic](#), York Daily Record (Part of the USA Today Network) (12/8/17)
- ['Corporate greed': County seeks damages from drug makers, distributors in opioid fight](#), The News Star Beacon (12/6/17)
- [Lake County moves forward with plans to sue opioid manufacturers, distributors](#), The News-Herald (12/5/17)
- [2 More NJ Towns Bring Suits Against Makers of Opioids](#), New Jersey Law Journal (12/5/17)
- [Northern District of Ohio judge picked to preside over opioid MDL](#), Madiston-St. Clair Record (12/5/17)
- [Forsyth County joins lawsuit against opioid industry](#), Forsyth Herald (12/6/17)
- [County joins lawsuit against opioid industry](#), Forsyth Herald (12/6/17)
- [Waterville council to consider authorizing the city to join lawsuit against opiate drug companies](#), Central Maine (12/3/17)
- [Putnam Votes to Sue Drug Companies](#), The Highlands Current (12/1/17)



# OPIOID LITIGATION TIMELINE



Print Press

## NOVEMBER 2017

- [Lorain County readies to sue opioid makers](#), The Chronicle (11/30/17)
- [Monroe County posed to join long list suing companies that produce opioid medications](#), Rochester Democrat & Chronicle (Part of the USA Today Network) (11/29/17)
- [Putnam County to Sue Drugmakers Over Opioid Epidemic](#), Tap Into Mahopac News (11/29/17)
- [Lorain County commissioners to sue drug companies over opioid epidemic](#), The Morning Journal (11/28/17)
- [Putnam Agrees to Sue Pharmaceutical Companies Over Opioid Epidemic](#), Hudson Valley News Network (11/27/17)
- [Rockdale joins legal action against opioid manufactures, distributors](#), Rockdale Newtown Citizens
- [Henry County retains legal firms for opioid litigation](#), AJC.com (11/16/17)
- [Lake County commissioners mulling opioid lawsuit](#), The News-Herald (11/16/17)
- [Yates County targets big pharma](#), The Chronicle-Express (11/16/17)
- [Forsyth County considers joining lawsuit against opioid industry](#), Forsyth Herald (11/15/17)
- [Forsyth County may join opioid suits](#), AJC.com (11/14/17)
- [Lucas County commissioners hire attorneys to explore joining opioid lawsuits](#), The Toledo Blade (11/14/17)
- [Judge to decide fate of Mayor Luttrell's lawsuit against commission](#), CBS Local WREG-3 Memphis (11/14/17)
- [County retains firms in opioid lawsuit](#), Tribune Chronicle (11/13/17)
- [County commissioners consider opioid lawsuit](#), Forsyth County News (11/12/17)
- [BOC hears opioid lawsuit pitch](#), The Covington News (11/12/17)
- [Opioid-related costs prompts Henry County to hire specialized attorneys](#), Henry Herald (11/9/17)
- [How we got here: A history of the opiate epidemic](#), Long Island Business News (11/7/17)
- [Manatee County considers suing opioid manufacturers and distributors due to epidemic](#), Bradenton Herald (11/7/17)
- [Auburn City Council: What you need to know](#), Lewiston Sun Journal (11/7/17)
- [Opiate threat prompts counties to hire, mull legal counsel](#), Press Republican (11/2/17)





# OPIOID LITIGATION TIMELINE



Print Press

## OCTOBER 2017

- [Another City Sues Drug Makers for Fueling The Addiction Epidemic](#), The Daily Caller (10/31/17)
- [Opioid fight: Toledo files lawsuit against pharmaceutical companies](#), ABC-13 (10/30/17)
- [Toledo sues opioid manufacturers, distributors](#), The Toledo Blade (10/30/17)
- [Cuyahoga County Is Now Suing Pharmaceutical Companies for Role in Opioid Addiction Crisis](#), Scene and Heard (10/27/17)
- [Cuyahoga County files lawsuit against opioid makers, distributors](#), Crains Cleveland Business (10/27/17)
- [Cuyahoga County files civil lawsuit against drug manufacturers, distributors](#), News5 Cleveland (10/27/17)
- [Cuyahoga County files lawsuit accusing drug companies of racketeering, leading to opioid epidemic](#), Cleveland.com (10/27/17)
- [Fulton County files suit against opioid manufacturers, distributors](#), MYAJC.com 4000
- [Fulton County to file suit against opioid manufacturers, distributors](#), The Atlanta Journal-Constitution (10/23/17)
- [Fulton Becomes First GA County To Sue Over Opioids](#), WABE Radio (10/23/17)
- [Fulton County to sue drug manufacturers in fight against opioid epidemic](#), WSBTV (10/23/17)
- [Fulton suing opioid companies over drug abuse epidemic](#), NBC11 (10/23/17)
- [Fulton County filing lawsuit against companies that make, distribute opioids](#), Fox5 Atlanta (10/23/17)
- [Saratoga County Hires Law Firm to Address Opioid Crisis](#), Saratoga Today (10/20/17)
- [Opioid lawsuits may become a trend for local governments](#), The Anniston Star (10/19/17)
- [Niagara County moves forward with opioid lawsuit](#), Lockport Union-Sun and Journal (10/17/17)
- [Toledo City Council wants Lake Erie declared impaired](#), The Toledo Blade (10/17/17)
- [Saratoga County hires lawyers for possible opioid lawsuit](#), The Post Star (10/17/17)
- [Saratoga County joins opioid lawsuit](#), The Saratogian (10/16/17)
- [Cuyahoga County coroner warns drug overdose deaths on the rise](#), AuburnPub (10/13/17)
- [MDL May Be On The Horizon In Opioid Litigation](#), Law360 (10/6/17)
- [Genesee County to join legal fight against pharmaceutical companies over opioid crisis](#), The Batavian (10/3/17)
- [Opioid epidemic spurs Genesee County to look into legal battle with big pharma](#), WBTA Radio (10/3/17)

“ Everyone is realizing that their counties are being economically decimated by this problem,” said Hunter Shkolnik, a partner at Napoli Shkolnik PLLC. ”



# OPIOID LITIGATION TIMELINE



## Print Press

### SEPTEMBER 2017

- "Lawyers in Opioid Suits Aim for MDL to Handle Dozens of Cases," The National Law Journal (9/29/17)
- "Paul Napoli Appointed to Leadership Role in the New York Opioid Recovery Litigation" (9/28/17)
- "Portland ready to join lawsuits against opioid producers," The Forecaster (9/19/17)
- "Exclusive: New York counties suing pharmaceutical companies over opioid epidemic," ABC-7 NY (9/27/17)
- "Portland set to join nationwide lawsuit against opioid manufacturers," Bangor Daily News (9/18/17)
- "Otsego County may join lawsuits vs. Rx opioid firms," The Daily Star (9/13/17)
- "Same law firm representing counties in opioid lawsuits," Times Herald-Record (9/8/17)

**"** It is now the end of the county paying for those services and it is time for the dealers of these opioids to pay for this crisis," said Paul Napoli, Of Counsel to Napoli Shkolnik PLLC. **"**

### AUGUST 2017

- "Broome will coordinate opioid lawsuit with eight counties," Press and Sun Bulletin (part of the USA Today Network) (8/25/17)
- "Two New Hampshire cities may sue big pharma to recoup opioid overdose costs," MassLive.com (8/22/17)
- "Schuyler county attorney to crack down on manufacturers, distributors of opioids," Press and Sun Bulletin (part of the USA Today Network) (8/18/17)
- "Schuyler County considers drug company lawsuit," Observer-Review (8/15/17)
- "Parma Files Suit Against Opioid Makers," WKYC (8/11/17)
- "Parma sues opioid manufacturers, distributors," Cleveland.com (8/11/17)

**"** It's time to turn the tables on the opioid epidemic. We hope that this lawsuit will recoup the County's costs associated with the opioid epidemic and educate residents on the growing dangers of opioids," says Napoli Shkolnik Senior Associate Salvatore Badala. **"**

### JULY 2017

- "Onondaga County planning to sue opioid manufacturers," Syracuse.com (7/25/17)
- "City of Lorain, OH Say No More: Opioid Suit Filed," DigitalJournal (7/5/17)
- "Drugmakers and distributors face barrage of lawsuits over opioid epidemic," The Washington Post (7/4/17)





# OPIOID LITIGATION TIMELINE



Print Press

## JUNE 2017

- "County to Pursue Lawsuit Against Pharma Firms That Made, Marketed Dangerous Opiate-Based Rx Drugs," NewsRoom (6/23/17)
- "Niagara County Joins Napoli Shkolnik, and a Growing List of New York State Municipalities, Against Opioids," NewsWire (6/21/17)
- "Opioid costs push struggling states, including Ohio, to dust off tobacco strategy," Crain's Cleveland Business (6/14/17)
- "Nassau County Sues Drug Makers Over Opioid Epidemic," Fox Business News (6/12/17)
- "Nassau County sues opioid manufacturers, distributors," The Island Now (6/12/17)
- "Nassau County Sues Drugmakers Over Opioid Epidemic," The Wall Street Journal (6/12/17)
- "Nassau County sues opioid manufacturers," Newsday (6/12/17)
- "Nassau County to file lawsuit against 19 pharma companies," FiOS1 News (6/9/17)
- "County to sue Big Pharma over opioid epidemic," New York Daily News (6/8/17)
- "Dayton Ohio Sues Over Opioids," Thomson Reuters (6/8/17)

**"**Joseph Ciaccio, a Senior Associate with Napoli Shkolnik PLLC says, "The taxpayers have been stuck with the bill to clean up the mess created by opioids. This lawsuit seeks to force the pharmaceutical industry to use its billions of dollars in profits to help the communities ravaged by its products. **"**

## MAY / APRIL 2017

- "City of Manchester, NH Selects NY Opioid Lawyers," DigitalJournal (5/5/17)
- "Nassau County hires lawyers to sue opioid makers," Newsday (5/4/17)
- "Manchester aldermen vote to join possible suit against pharmaceutical companies," New Hampshire Union Leader (5/2/17)
- "Nassau County Taps National Law Firm for Opioid Litigation," DigitalJournal (5/2/17)
- "Health clinic got me hooked on opioids for financial gain: suit," The New York Post (4/16/17)



#### CURRENT GOVERNMENTAL CLIENTS

Napoli Shkolnik and partners have filed cases on behalf of the following government entities in connection with the opioid litigation.

Alachua County, FL  
Levy County, FL  
Osceola County, FL  
Palm Beach County, FL  
DeKalb County, GA  
Fulton County, GA  
Gary, IN  
Floyd County, KY  
Knott County, KY  
Pike County, KY  
Shreveport, LA  
Prince George County, MD  
Keene, NH  
Manchester, NH  
Nashua, NH  
Amherst, NY  
Chautauqua County, NY  
Cheektowaga, NY  
Clinton County, NY  
Cortland County, NY  
Genesee County, NY  
Hamilton County, NY  
Ithaca, NY  
Livingston County, NY  
Nassau County, NY  
Niagara County, NY  
Rensselaer County, NY  
Saratoga County, NY  
Mora County, NM  
Jefferson County, AL

Schoharie County, NY  
Steuben County, NY  
Tompkins County, NY  
Warren County, NY  
Westchester County, NY  
Ashtabula County, OH  
Cuyahoga County, OH  
Dayton, OH  
Jefferson County, OH  
Lake County, OH  
Lorain, OH  
Lorain County, OH  
Parma, OH  
Richland County, OH  
Sandusky County, OH  
Toledo, OH  
Trumbull County, OH  
Osage County, OK  
Cumberland County, PA  
York County, PA  
Shelby County, TN  
Maverick County, TX  
Brooke County, WV  
Hancock County, WV  
Harrison County, WV  
Lewis County, WV  
Marshall County, WV  
Ohio County, WV  
Tyler County, WV  
Wetzel County, WV





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/10/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
SterlingRisk  
135 Crossways Park Drive  
P.O. Box 9017  
Woodbury NY 11797

**CONTACT NAME:**  
**PHONE** (A/C. No., Ext.): 516-487-0300 **FAX** (A/C. No.): 516-487-0372  
**E-MAIL ADDRESS:** info@sterlingrisk.com

**INSURED**  
Napoli Shkolnik PLLC  
400 Broadhollow Road  
Melville NY 11747

NAPOLAW-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :National Fire Insurance Company of Hartford	20478
INSURER B :Continental Casualty Company	20443
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

## COVERAGES

CERTIFICATE NUMBER: 1787790975

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			6019959658	3/17/2017	3/17/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6019959658	3/17/2017	3/17/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 <input checked="" type="checkbox"/> CLAIMS-MADE			6019959692	3/17/2017	3/17/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 621005882	3/17/2017	3/17/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$100,000 E L DISEASE - EA EMPLOYEE \$100,000 E L DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RFP Title: Request for Proposals for Special Counsel Legal Services for Opioid Epidemic Investigation and Potential Litigation  
Proposal Number: BC-04-30-18-35  
Opening Date: April 30, 2018 @ 2:00 PM

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**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.

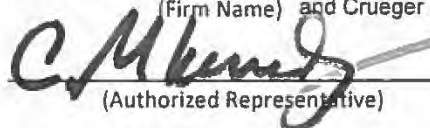
Shelly W. Kelley, Purchasing Director

Nick Maddox, Chairman  
Leon County Board of County Commissioners

This solicitation response is submitted by the below named firm/individual by the undersigned authorized representative.

Searcy, Denney, Scarola, Barnhart & Shipley, P.A., Simmons Hanly Conroy LLC,  
(Firm Name) and Crueger Dickinson LLC

BY

  
(Authorized Representative)

Cameron Kennedy  
(Printed or Typed Name)

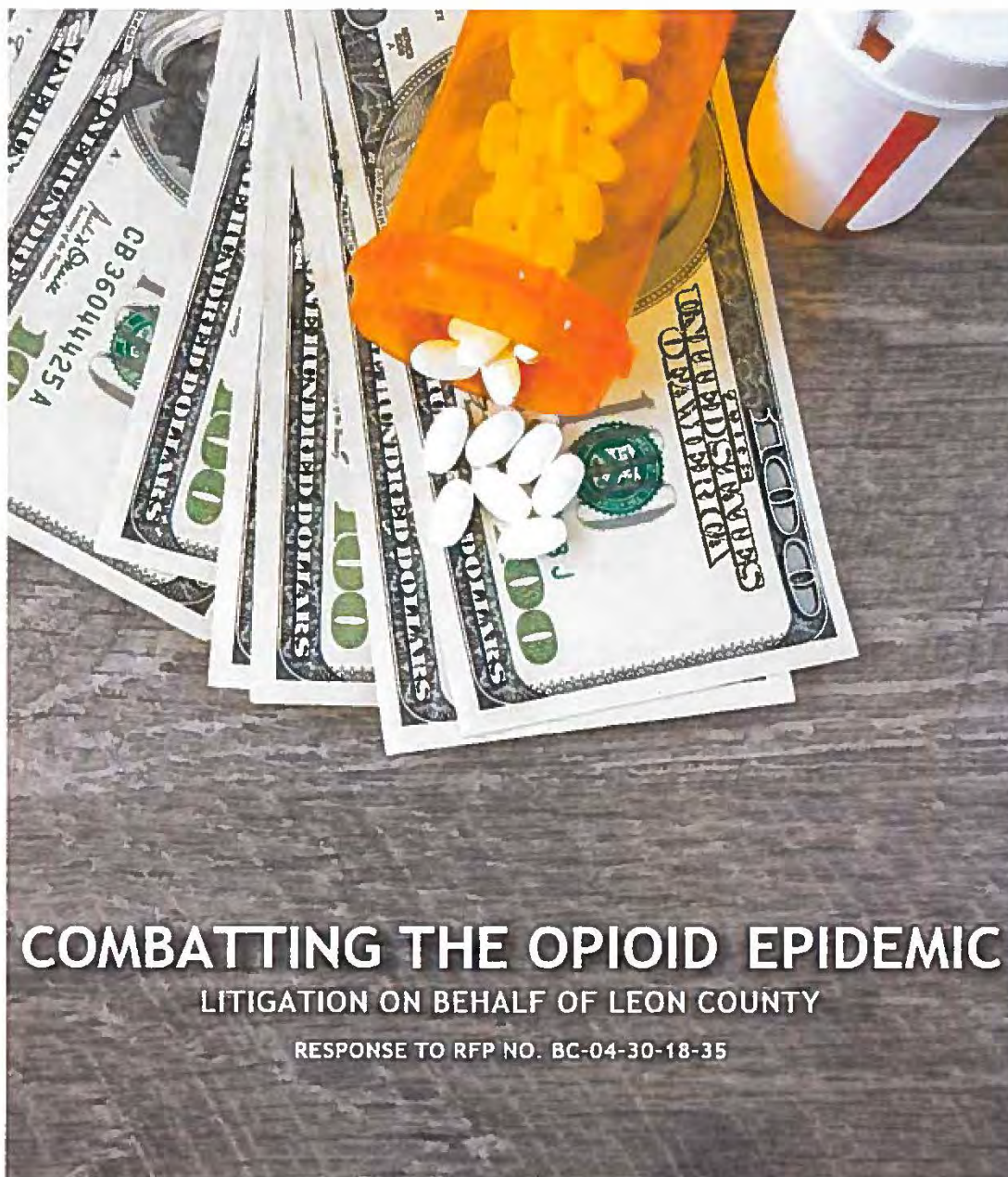
ADDRESS 517 N. Calhoun Street  
  
CITY, STATE, ZIP Tallahassee, Florida 32301-1231  
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**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated 4/24/18 Initials cmk

Addendum #2 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #3 dated \_\_\_\_\_ Initials \_\_\_\_\_







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## **APPENDICES**

1. Curriculum Vitae for Lead Attorneys
2. Our Team's Currently Filed Cases
3. List of Represented Government Entities
4. Insurance Certification Form
5. Certification Regarding Disbarment, Suspension, and Other Responsibility Matters
6. Drug-Free Workplace Form
7. Additional Forms
  - Equal Opportunity/Affirmative Action Statement
  - Affidavit Certification, Immigration Laws
  - Local Vendor Certification
  - Non-Collusion Affidavit
  - Searcy, Denney, Scarola, Barnhart & Shipley, P.A. Certificate of Good Standing issued by Florida Division of Corporations
  - Fictitious Name Registrations for Searcy, Denney, Scarola, Barnhart & Shipley, P.A.





SIMMONS HANLY CONROY  
A NATIONAL LAW FIRM



Crueger  
Dickinson

#### A. BUSINESS INFORMATION

Searcy Denney Scarola Barnhart & Shipley, P.A., Simmons Hanly Conroy LLC, and Crueger Dickinson LLC together submit this response to Leon County's RFP for Special Counsel Legal Services for Opioid Epidemic Investigation and Potential Litigation ("Proposal") to work directly with Leon County in the national opioid litigation. Given the significance and breadth of this litigation, our Team believes this combination of experienced local and national counsel - involved at the highest levels of leadership in MDL 2804: *In Re National Prescription Opiate Litigation* ("MDL") - will provide the best opportunity for Leon County to succeed in its individual case. All the firms, and the attorneys referenced in this Proposal, will play a key role in litigating the County's case.

**Primary Contact:**

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## **B. MINIMUM QUALIFICATIONS/REQUIREMENTS**

### **1. Our Team**

The following contains details regarding the lead attorneys that propose to work directly with Leon County in its investigation and potential litigation related to the opioid epidemic. These attorneys will supervise any additional attorneys from the Team who are necessary to staff the litigation. Curriculum Vitae for each attorney are attached here as **Appendix 1**.

#### **a. Searcy, Denney, Scarola, Barnhart & Shipley, P.A.**

**Cameron Kennedy, Shareholder**  
Florida Bar, Number 20548

Cameron Kennedy dedicates his practices to representing plaintiffs in state and federal court in cases involving dangerous and defective products, complex medical negligence, and catastrophic accidents. Mr. Kennedy has spent over 12 years of practice fighting injustice against the nation's largest pharmaceutical and healthcare companies, as well as big tobacco. Mr. Kennedy is a seasoned trial lawyer and Tallahassee native whose efforts have resulted in recoveries to clients of over \$70 million.

**Brenda Fulmer, Shareholder**  
Florida Bar, Number 999891

For the past 24 years, Brenda Fulmer has focused her practice on litigation against manufacturers and distributors of pharmaceuticals and medical devices. Ms. Fulmer leads Searcy Denney's dedicated Mass Torts Unit, with the experience and staffing to handle the most complex litigation matters. Ms. Fulmer has served as Lead Counsel, Liaison Counsel, or on the Plaintiffs' Steering Committee in more than a half-dozen multidistrict litigations, amongst other leadership appointments.

**Katherine Kiziah, Associate**  
Florida Bar, Number 17585

Katherine Kiziah specializes in complex civil litigation, having practiced in state and federal courts throughout Florida for the past 12 years. Ms. Kiziah's experience includes representing clients in consumer protection matters, RICO actions, mass tort litigation, and business litigation. Ms. Kiziah also has experience representing government agencies through her work for the State of Florida prosecuting businesses and individuals for violations of Florida's laws governing unfair and deceptive business practices.





**b. Simmons Hanly Conroy**

**Paul Hanly, Shareholder**

New York Bar, Number 1659531

Texas Bar, Number 24030027

Paul Hanly has litigated, managed and tried numerous complex jury cases throughout the United States in virtually all areas of civil litigation for more than 30 years. In the last decade, Mr. Hanly has represented plaintiffs exclusively in a variety of mass tort and other complex civil cases and played a leading role in the settlement of thousands of pharmaceutical cases, resulting in recoveries for the firm's clients in excess of \$300 million. Mr. Hanly was the first to bring litigation against the manufacturers of prescription opioids and is more knowledgeable about opioid litigation than any attorney in the United States. Mr. Hanly is currently Co-Lead Counsel for MDL 2804: *In Re National Prescription Opiate Litigation*.

**Jane Conroy, Shareholder**

New York Bar, Number 2796134

Massachusetts Bar, Number 546090

Jayne Conroy has litigated, managed and tried numerous complex jury cases throughout the United States in virtually all areas of civil litigation for more than 30 years. For over a decade, Ms. Conroy has represented plaintiffs exclusively in a variety of mass tort and other complex civil cases and serves or has served as a member of Plaintiffs' Steering or Executive Committees in nearly a dozen multidistrict pharmaceutical litigations. Since 2006, she is credited with orchestrating the settlements of thousands of pharmaceutical cases for a total recovery for the firm's clients that exceeds \$800 million.

**Sarah Burns, Shareholder**

Missouri Bar, Number 56554

Sarah Burns is a shareholder at Simmons Hanly Conroy LLC. She has substantial legal experience handling consumer safety cases, mass tort multidistrict litigations and other complex business torts. In the past 10 years, she has secured millions of dollars in settlements on her clients' behalf. Ms. Burns serves as the deputy chief of Simmons Hanly Conroy's opioid litigation team, led by Shareholder Paul Hanly, which includes attorneys, paralegals and staff dedicated to helping counties and municipal governments enforce

**c. Crueger Dickinson**

**Erin Dickinson, Co-Founder and Owner**

Texas Bar, Number 24039303

Wisconsin Bar, Number 1036707





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#### Missouri Bar, Number 53076

Erin Dickinson has focused her practice for the past 18 years on complex litigation. She currently represents over one hundred counties, including in Wisconsin, Iowa, Indiana, North Carolina and Minnesota in cases against the pharmaceutical manufacturers of prescription opioids. Ms. Dickinson was recently appointed by a federal judge to serve on the sixteen- member Plaintiffs' Executive Committee for MDL 2804: *In Re Opiate Prescription Litigation*, a committee tasked with leading the nationwide federal court litigation. In addition, Ms. Dickinson maintains a national class action practice and has served as co-lead counsel in cases around the United States, most as lead counsel who obtained a unanimous jury verdict on behalf of 7000 class members in the Northern District of Ohio. *See Jammal, et al., v. American Family Insurance Group, et al.*, No. 1:13- CV-437 (N.D. of Ohio 2017).

#### Charles Crueger, Co-Founder and Owner Wisconsin Bar, Number 1029825

Charles Crueger represents over one hundred counties around the United States in litigation against pharmaceutical manufacturers of prescription opioids for their role in causing the opioid epidemic in the United States. In addition to these important cases, Mr. Crueger maintains a national class action practice involving employee misclassification, ERISA, violations of deceptive trade practices laws, fraud, insurance, contract, business torts, products liability and civil RICO cases. Mr. Crueger is an accomplished trial lawyer and has tried numerous cases to verdict in courts around the United States during his 20 years practicing law. For example, just months after founding Crueger Dickinson, Mr. Crueger, along with his partner Erin Dickinson, obtained a favorable jury verdict on behalf of a class of pension holders in an ERISA class action trial where liabilities exceed \$1 Billion.

#### Krista Baisch, Partner Wisconsin Bar, Number 1036707

Krista Baisch has been practicing complex litigation in state and federal courts around the country for over 12 years. She has represented clients in contract disputes, shareholder disputes, patent litigation, commercial torts, civil rights, medical malpractice, product liability, construction litigation, personal injury, and general business litigation. Her current practice is focused on representing dozens of counties around the United States in litigation against pharmaceutical manufacturers of prescription opioids for their role in causing the opioid epidemic in the United States. Ms. Baisch has extensive experience representing counties and municipalities in her career, including defending the interests of Wisconsin's Counties in a broad range of matters. Most notably, she was part of the successful trial team in *Howard v. Dane County*, wherein an inmate alleged ADA claims related to wheel chair access at the Dane County Jail and more than nine times she obtained complete dismissal of Eighth Amendment claims alleged against County Jails or County healthcare providers. She





has also successfully defended Wisconsin municipalities in claims relating to civil rights, Title IX, Title VII, safe place statute, the public trust doctrine, and negligence.

**2. Financial Ability to Support Litigation Costs Through Trial and/or the Appellate Process**

Our Team consists of established firms that can bear all costs of the litigation and have long histories of funding litigation on behalf of their clients. As detailed above, Simmons Hanly Conroy is large (more than 70 lawyers and 175 support staff), and has extensive financial resources (including the largest inventory of mesothelioma cases of any firm in the nation, resulting in monthly fee income in the tens of millions of dollars). Searcy Denney has more than 30 lawyers and 100 support staff and the financial resources to sustain protracted litigation as it has done against the tobacco industry. Together, the Team has the track record, the staying power and the resources to handle all phases of litigation of this matter, including investigation and potential litigation from filing a complaint, conducting discovery, and proceeding through trial. Our Team files and litigates cases in multiple court rooms across the country and have the resources and the capital to support this litigation. The Firms are offering to bear all costs of the litigation.

**3. Legal Theories in Other Opioid Litigation**

Our Team is the largest and most experienced team with opioid litigation in the country. Our team currently represents over 180 governmental entities around the United States in litigation against the manufacturers and distributors of prescription opioids. To date, the firms have filed suit on behalf of 127 county clients in 10 states in the United States. Attached here as **Appendix 2** is a representative list of currently filed cases and attached as **Appendix 3** is a list of government entities who have retained the firms to represent them in litigation. In each of the lawsuits set forth in **Appendix 2**, plaintiffs have alleged violations of Deceptive Trade Practices laws, public nuisance, fraud (intentional misrepresentations), civil conspiracy and unjust enrichment claims.

In addition to the team's specific experience on behalf of county governments in the instant litigation, Simmons Hanly Conroy has a long history in opioid litigation that is matched by no other firm in the United States. Between 2003 and 2007, SHC represented 5,000 individuals in litigation against Purdue Pharma alleging that its fraudulent marketing campaign misrepresented the risk of addiction and abuse potential of their opiate OxyContin. By implementing a successful discovery plan to obtain thousands of internal documents, and deposing dozens of Purdue Pharma executives and sales representatives, the firm dissected Purdue Pharma's clinical test results as well as their fraudulent marketing campaign designed to persuade physicians that OxyContin was not addictive. This effort resulted in a significant confidential settlement for the firm's 5,000 clients. It also led to a Department of Justice investigation that resulted in Purdue Pharma and three of its executives, including its president and a top lawyer, pleading guilty in 2007 to criminal charges that they misled



regulators, doctors and patients about the drug's risk of addiction and its potential abuse. In addition, Purdue Pharma paid approximately \$600 million in fines.

Searcy Denney has also litigated cases on behalf of individuals who suffered injuries against Purdue Pharma and some of the country's largest pharmacies in the State of Florida. Searcy Denney's lawsuit against Purdue Pharma L.P., Purdue Pharma, Inc., The Purdue Frederick Company, Abbott Laboratories, and Walgreens in 2001 was one of the first to bring causes of action based on public nuisance, negligence, and Florida's Deceptive and Unfair Trade Practices Act – the same causes of action being brought in this MDL - for damages due to the over prescription of opioids resulting in overdose.





### C. EXPERIENCE & ORGANIZATIONAL STRUCTURE

#### 1. Attorneys/Firms Actively Involved in Litigation

See Section B as well as **Appendix 1** for detailed background, experience, and admissions information regarding our Team.

#### 2. Governmental Entities the Team Represents in Opioid Epidemic Litigation

**Appendix 3** details the 18LLCgovernmental entities the Team represents in litigation relating to the national opioid epidemic.

#### 3. Team Leadership Roles in MDL 2804, *In Re: National Prescription Opiate Litigation* (Case No. 1:17-md-02804-DAP)

Our Team has leadership roles in the highest levels of the opioid MDL:

- Paul Hanly is one of three Co-Lead Counsel
- Erin Dickinson is one of sixteen members of the Plaintiffs' Steering Committee

#### 4. Project Organization Chart

All the shareholders listed above will play a key role in litigating the County's case. These attorneys will supervise any additional attorneys from the Firms who are necessary to staff the litigation.

Searcy Denney will operate as Leon County's primary contact for the Team, being located less than one mile from the Leon County Attorney's Office. Searcy Denney can be available at the County's request and will conduct local investigation and discovery, including document gathering and review and interviewing/deposing local witnesses.

Because the County's case will likely be in federal court, the case will be consolidated into the MDL located in Cleveland, Ohio. Simmons Hanly Conroy and Crueger Dickinson will represent Leon County in Ohio for MDL court appearances, settlement conferences or necessary meetings related to their leadership positions in the MDL and their representation of Leon County.

Additionally, substantive work will be performed from the Firms' offices in New York, Florida, Illinois and Wisconsin. As the litigation progresses, the Team will continue to re-evaluate roles in order to maximize efficiency and quality and minimize costs. All the firms and the lead attorneys will be available for any local meetings and work that arises.



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5. Description of How the Organizational Structure Will Ensure Orderly Communications, Distribution of Information, Effective Coordination of Activities, and Accountability

Our Team is in contact daily, due to the MDL leadership roles and active nature of the national litigation, and will continue to remain sufficiently aware of the performance of one another and the performance of each firm's handling of the lawsuit in conformance with the Rules of Professional Conduct. Our team will, at all times, remain ethically and financially responsible to Leon County for the services offered herein.

6. Project Control Systems for Time, Budget, and Quality

Our Team is structured specifically to serve Leon County in maximizing efficiency and quality while also minimizing the budget for investigating and potentially litigating in relation to the opioid crisis. We have brought together (1) the Florida firm with the most experience in complex and mass tort litigation and access to Leon County and (2) the national firms positioned at the highest levels of the opioid MDL leadership. Our Team's representation and leadership will allow for costs to be shared among local government entities and minimized for Leon County; travel to be at a minimum given the location of the proposed firms; and a quick response to the County's needs.





#### **D. PROJECT APPROACH**

##### **NOT FOR DISCLOSURE: CONFIDENTIAL\ATTORNEY CLIENT PRIVILEGED/ATTORNEY WORK PRODUCT**

###### **1. Recommended Approach: Causes of Action**

###### **a. Manufacturer Defendants**

Our recommendation is to sue the following manufacturer Defendants: Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutica, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman, Dr. Russell Portenoy, and Dr. Lynn Webster. These are the manufacturers of prescription opioids who originated the opioid crisis through their false marketing and suppression of critical safety and efficacy information as well as a set of individual doctors who were paid to help publish and spread the false statements to the medical community.

Claims allege that the manufacturers originated the public health crisis and opioid epidemic. Causes of action would include violations of Florida Deceptive and Unfair Trade Practices Act ("FDUTPA"), public nuisance, common-law fraud (i.e., intentional misrepresentation), and conspiracy. We believe these are the strongest claims in the case.

###### **b. Distributor Defendants**

While the Team does not view the claims against the distributors as equally developed as those against the manufacturers, we recommend bringing claims against the largest three distributors; McKesson Corporation, Cardinal Health Inc. and Amerisource Bergen Corporation. The MDL Judge has indicated that he will allow the parties to develop a factual record before entertaining dispositive motions on all claims, meaning that the claims against the distributors, such as a RICO claim or conspiracy claim, can be more fully developed before dispositive motions are heard. Indeed, the MDL Judge has already made rulings and discovery is being coordinated related to the distributors' roles in the opioid crisis. Claims against the distributors would include public nuisance, negligence, unjust enrichment, civil conspiracy and potentially, RICO.

###### **2. Recommended Approach: Damages and Relief**

While damages are far from being finalized, the Team recommends Leon County seek a combination of relief, including non-monetary relief by, for example, creating programs such as education and prevention, and monetary relief to both reimburse the County's past





expenses as well as pay for important programs going forward, such as treatment and public services. Some areas of costs related to the Opioid Epidemic include but are not limited to:

- County funded healthcare costs for employees and dependents related to opioid addiction, substance abuse treatment, and hospitalizations.
- County funded program costs for prevention, treatment, health visits, substance abuse programs, counseling, and rehabilitation services.
- Increased costs for criminal justice, law enforcement, and public safety employees dealing with opioid-related incidents.
- Costs for providing treatment of infants born with opioid-related medical conditions.
- Costs for providing welfare or protective services for children whose parents suffer from opioid-related disability or incapacitation.
- Costs for providing medical care, additional therapeutic, and prescription drug purchases, and other treatments for patients suffering from opioid related addiction or disease, including overdoses and deaths.
- Costs for additional County staff and resources necessary to deal with the increased opioid-related services provided by the County's Courthouse and the County's judicial system.
- Loss of county employee productivity related to opioid abuse and addiction.
- General societal mayhem and opioid related death costs.

### 3. Services to be Provided and Time/Task Schedule

Our Team proposes to provide any and all services that Leon County determines are needed for investigation and litigation related to the opioid crisis. The firms are prepared to work hand-in-hand with Leon County in the collection of information necessary to form a good faith basis for filing a claim against the appropriate parties and, if litigation is filed, handling all matters related to the litigation through settlement, trial, and/or the appellate process.

With regard to timing, our Team can immediately begin working on Leon County's investigation and preparation of a potential lawsuit. Depending on the nature of the investigation, a lawsuit may be filed within weeks. A lawsuit that is filed on behalf of Leon County and transferred to the MDL will be subject to the timing of MDL 2804. The MDL judge issued a Case Management Order on April 11, 2018. Pursuant to the Case Management Order, the MDL judge intends to initiate trials in three Ohio cases starting March 18, 2019. The second case track involves local government entities in Florida. For Florida local government entities, the parties and Special Masters assigned to the MDL are required to confer by August 17, 2018 to establish a process and schedule for moving the cases to trial. The MDL judge also stated it intends to coordinate written discovery and deposition protocols with state courts presiding over related cases.





## **E. PRICING METHODOLOGY & FINANCIAL CAPABILITY**

### **1. Proposed Contingency Fee Structure**

There is no fee for the services provided herein unless a monetary recovery acceptable to County is obtained by Counsel in favor of County, whether by suit, settlement, or otherwise ("Recovery"). County understands and agrees that a Recovery may occur in any number of different fashions such as final judgment in the Lawsuit, settlement of the Lawsuit, or appropriation to County following a nationwide settlement or extinguishing of claims in lawsuits and matters similar to the Lawsuit. Counsel agree to advance all costs and expenses of Counsel, and the Lawsuit associated with investigating and prosecuting the Lawsuit provided, however, that the costs and expenses associated with County cooperating with Counsel in conjunction with the Lawsuit and otherwise performing its responsibilities under this Engagement Letter are the responsibility of County. In consideration of the legal services to be rendered by Counsel, the contingent attorneys' fees for the services set forth in this Engagement Letter shall be a gross fee of 25% of the Recovery, which sum shall be divided among Counsel as set forth in the above chart.

Upon the application of the applicable fee percentage to the gross Recovery, and that dollar amount set aside as attorneys' fees to Counsel, the amount remaining shall first be reduced by the costs and disbursements that have been advanced by Counsel, and that amount shall be remitted to Counsel. By way of example only, if the gross amount of the Recovery is \$1,000,000.00, and costs and disbursements are \$100,000.00, then the fee to Counsel shall be \$250,000, the costs amount of \$100,000 shall be deducted from the balance of \$750,000.00, and the net balance owed to County shall be \$650,000. The costs and disbursements which may be deducted from a Recovery include, but are not limited to, the following, without limitation: court fees, process server fees, transcript fees, expert witness fees and expenses, courier service fees, appellate printing fees, necessary travel expenses of attorneys to attend depositions, interview witnesses, attend meetings related to the scope of this Engagement Letter and the like, and other appropriate matter related out-of-pocket expenses. In the event that any Recovery results in a monetary payment to County that is less than the amount of the costs incurred and/or disbursements made by Counsel, County shall not be required to pay Counsel any more than the sum of the full Recovery.

The total amount of costs, disbursements, and fees will never exceed 35% of the Recovery. By way of example, if the gross amount of the Recovery is \$1,000,000.00, and costs and disbursements are \$200,000.00, then the fee to Counsel shall be capped at \$250,000, and the net balance owed to County shall be \$650,000, which is 35% of the gross Recovery.

### **2. Description of Financial Capability to Fund Costs of Litigation Through Appeals**

As noted above, our Team consists of established firms that can bear all costs of the litigation and have long histories of funding litigation on behalf of their clients. As detailed above, Simmons Hanly Conroy is large (more than 70 lawyers and 175 support staff), and has extensive financial resources (including the largest inventory of mesothelioma cases of



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Crueger  
Dickinson

any firm in the nation, resulting in monthly fee income in the tens of millions of dollars). Searcy Denney has more than 30 lawyers and 100 support staff and the financial resources to sustain protracted litigation as it has done against the tobacco industry. Together, the Team has the track record, the staying power and the resources to handle all phases of litigation of this matter, including investigation and potential litigation from filing a complaint, conducting discovery, and proceeding through trial. Our Team files and litigates cases in multiple court rooms across the country and have the resources and the capital to support this litigation.

3. Evidence of Professional Liability Insurance

See **Appendix 4**, Insurance Certification Form

4. Sworn Statement Regarding Public Entity Crimes and Drug-Free Workplaces

See **Appendix 5**, Certification Regarding Disbarment, Suspension, and Other Responsibility Matters, and **Appendix 6**, Drug-Free Workplace Form





## **F. ADDITIONAL FORMS**

The following executed forms are attached as **Appendix 7**:

- Equal Opportunity/Affirmative Action Statement
- Affidavit Certification, Immigration Laws
- Local Vendor Certification
- Non-Collusion Affidavit
- Searcy, Denney, Scarola, Barnhart & Shipley, P.A. Certificate of Good Standing issued by Florida Division of Corporations
- Fictitious Name Registrations for Searcy, Denney, Scarola, Barnhart & Shipley, P.A.

## **APPENDIX 1**

### **Curriculum Vitae for Proposed Lead Counsel**

# SEARCY DENNEY

SEARCY DENNEY SCAROLA BARNHART & SHIPLEY, P.A.



Searcy Denney Scarola Barnhart & Shipley, P.A. ([www.SearcyLaw.com](http://www.SearcyLaw.com)) is among the largest and best-known plaintiffs' law firms in the southeastern United States. Searcy Denney has thirty-two lawyers and over 100 non-lawyer support personnel. Our staff includes investigators, registered nurses, and our own graphics and digital services company. Three of Searcy Denney's shareholders have served as President of the Florida Justice Association, Florida's statewide association of trial attorneys, and Christian D. Searcy is a past President of the International Academy of Trial Lawyers. Additionally, most of the firm's lawyers serve as directors for local charitable and public service organizations.

At Searcy Denney, the people we represent are more than just clients. We build relationships that often last for many years. That's because things get personal when we look clients straight in the eye and listen to their stories. Victims and their families have trusted us to represent them for more than 40 years, and our verdicts and settlements total over \$5 billion. The firm possesses the experience and financial resources to fund major contingent fee litigation.

Searcy Denney assists clients in the following practice areas:

- Mass Tort Litigation
- Product Liability
- Automobile Accidents
- Dangerous Drugs and Medical Devices
- Medical Malpractice
- Premises Liability
- Commercial Litigation
- Intellectual Property Rights

Searcy Denney attorneys who will have responsibility representing the County include these members of the firm: Cameron Kennedy, Brenda Fulmer, Katherine Kiziah, and Carter Scott.



# SEARCY DENNEY

SEARCY DENNEY SCAROLA BARNHART & SHIPLEY, P.A.



**CAMERON M. KENNEDY** is a shareholder with Searcy Denney Scarola Barnhart & Shipley PA. Throughout his career, Cameron has been driven by an unwavering commitment to his clients. Often motivated by injustice and a desire to even the playing field, Cameron believes passionately that representing ordinary people in David versus Goliath cases is a noble calling and a great privilege. This work has led to many multi-million-dollar verdicts and settlements for his clients in a wide variety of cases, including dangerous and defective products, complex medical negligence, and industrial accidents.

Cameron was recognized by Florida Trend magazine as a "Legal Elite" and was recently named one of the "Top 40 under 40" trial lawyers by The National Trial Lawyers organization, a professional organization comprised of America's top trial attorneys. He was also recognized by Florida Super Lawyers in 2011, 2012, 2013, 2014, 2015, 2016, and 2017.

For last decade, Cameron has primarily litigated cases involving personal injury and wrongful death throughout the State of Florida, as well as other states. He has taken on the insurance industry, big tobacco, the pharmaceutical industry, large healthcare corporations, automobile manufacturers and other corporate defendants in cases that have an impact both in the state of Florida, but also on a national scale. Cameron is a fourth generation Floridian and was born and raised in Tallahassee. He earned his undergraduate and law degrees from Florida State University. While attending law school, Cameron had the distinction of serving as President of Trial Team. Since graduation, he has remained active as an advisor and volunteer with the law school. Cameron also volunteers his time and supports numerous non-profit organizations committed to advancing community causes, helping the disabled and disadvantaged. Cameron, his wife and their two sons live in Tallahassee, Florida.





## **CAMERON M. KENNEDY, CONTINUED**

### **Notable Professional Experience**

Successfully represented plaintiffs in state and federal court cases as lead counsel involving dangerous and defective products, complex medical negligence and catastrophic accidents resulting in recoveries for his clients exceeding \$70 million.

### **State and Federal Bar Admissions**

#### **State**

Florida  
Georgia (pro hac vice)

#### **Federal**

United States District Court Northern  
District of Florida  
United States District Court Middle District  
of Florida

### **Education**

Florida State University School of Law  
(J.D. 2005)

Florida State University  
(B.S. 2002)

### **Honors and Recognitions**

- Recognized by Florida Trend Magazine as "Legal Elite"
- Recognized as a Top 40 under 40 Trial Lawyers by The National Trial Lawyers Organization
- Recognized by Super Lawyers Magazine as "Rising Star" 2011, 2012, 2013, 2014, 2015, 2016, and 2017
- Florida Justice Association - Board of Directors (2010 – 2016)
- Florida Justice Association – Legislative Shoe Leather Award for dedication and effective contributions on behalf of the civil justice system during the 2010 – 2012 legislative sessions.

# SEARCY DENNEY

SEARCY DENNEY SCAROLA BARNHART & SHIPLEY, P.A.



**BRENDA S. FULMER** is a shareholder with Searcy Denney Scarola Barnhart & Shipley. For the past 24 years, her practice has focused on the areas of pharmaceutical and medical device mass torts litigation. Over the years, she has represented thousands of claimants in claims and individual actions filed in state and federal courts.

Ms. Fulmer formerly served as Co-Lead Counsel of the Pradaxa MDL litigation group and currently serves as Co-Lead Counsel of the Biomet Hip Implant Litigation MDL proceedings pending in the United States District Court for the Northern District of Indiana in South Bend as a member of Plaintiffs' Steering Committee #2. She previously served on Plaintiffs' Steering Committee #1 for the Biomet MDL. She has also been involved in state and federal court multi-district litigation discovery committee common benefit work for more than 20 years for various national pharmaceutical and medical device mass torts projects, including breast implants; diet drugs; Yaz, Yasmin, and Ocella; ProteGen bladder slings; Vioxx;

Mentor ObTape; DePuy ASR hip implants; Stryker Rejuvenate & ABG II Hip Implants; and BP Oil Spill claims.

Ms. Fulmer is a frequent lecturer on mass tort marketing, law office management, drug and medical device litigation, and consumer drug safety issues. She has received the Bronze Eagle, "Shoe Leather," and Cornerstone awards from the Florida Justice Association for her efforts in membership recruitment, political fundraising, and lobbying. She has also received the President's Award from the American Justice Association for her membership recruitment work for that national trial lawyers' organization. She has co-authored *Anatomy of a Personal Injury Lawsuit*, published by Trial Guides. In 2016, she was honored with the Marie Lambert Award given in recognition of exemplary leadership to the profession, to her community, to AAJ, and to AAJ's Women Trial Lawyers Caucus. She is also proud to be a graduate of AAJ's first Leadership Academy program. She also serves in leadership roles with the Florida Justice Association Women's Caucus, the American Association for Justice Women's Caucus, and on the Executive Committee for The National Trial Lawyers: National Women Trial Lawyers Association Top 10.

For several years, Ms. Fulmer has been named one of the Top 100 Trial Lawyers by the National Trial Lawyers Association, selected as a Super Lawyer from Florida, listed as one of Florida Trend's Florida Legal Elite, and included in The Best Lawyers in America. She has received an AV Preeminent rating from Martindale-Hubbell. She has also been named a Fellow to the Litigation Counsel of America.





## **BRENDA S. FULMER, CONTINUED**

### **Notable Professional Experience**

Successfully represented plaintiffs in state and federal court cases involving dangerous and defective pharmaceuticals and medical devices, and mass tort litigation, resulting in recoveries for her clients exceeding \$500 million.

### **Education**

Stetson College of Law  
(J.D., cum laude, 1993)

- Assistant Editor, Stetson Law Review

University of South Florida  
(B.S. 1990)

### **State and Federal Bar Admissions**

Admitted to practice before the Supreme Court of the United States, the State of Florida and all United States District Courts in Florida

**Additional Federal Admissions** (Full or pro hac vice):

USDC for Northern District of Alabama  
USDC for Eastern and Western District of Arkansas  
USDC for Arizona  
USDC for Northern District of California  
USDC for Eastern and Western Districts of Louisiana  
USDC for Southern District of Illinois  
USDC for Northern District of Indiana  
USDC for Western District of Kentucky  
USDC for Eastern District of Louisiana  
USDC for the District of Maryland  
USDC for Eastern District of Michigan  
USDC for District of Minnesota  
USDC for the District of New Jersey  
USDC for Southern District of New York  
USDC for Northern District of Ohio  
USDC for Eastern District of Pennsylvania,  
USDC for the District of Rhode Island

### **Professional Affiliations**

- American Association of Justice
- Florida Justice Association
- Palm Beach County Bar Association
- Mass Torts Trial Lawyers Association
- Supreme Court Historical Society



**BRENDA S. FULMER, CONTINUED**

**MDL LEADERSHIP POSITIONS**

*In Re: Biomet M2A Magnum Hip Implant Products Liability Litigation*, MDL No. 2391, South Bend (Co-Lead Counsel and Plaintiff's Executive Committee #2)

*In Re: Breast Implant Litigation*, Hillsborough County Circuit Court, Tampa, Florida (Plaintiffs' Liaison Counsel)

*In Re: Diet Drug Litigation*, Hillsborough County Circuit Court, Tampa, Florida (Plaintiffs' Liaison Counsel and involved in establishment of coordinated proceedings statewide)

*Post-Engle Progeny Tobacco Cases*, Hillsborough County Circuit Court, Tampa, Florida (Plaintiffs' Liaison Counsel and involved in establishment of coordinated proceedings statewide)

*In Re: Diet Drugs*, MDL No. 1203, Philadelphia (Discovery Committee)

*In Re: Biomet M2A Magnum Hip Implant Products Liability Litigation*, MDL No. 2391, South Bend (Plaintiffs' Steering Committee #1)

*In Re: Pradaxa (Dabigatran etexilate) Products Liability Litigation*, MDL No. 2385, East St. Louis (Plaintiffs' Steering Committee)

*In Re: Yasmin and yaz (Drospirenone) Marketing, Sales Practices and Products Liability Litigation*, MDL No. 2100, East St. Louis (Discovery Committee)

*In Re: ProteGen Sling and Vesica System Products Liability Litigation*, MDL No. 1387, Baltimore (Discovery Committee)

*In Re: Hormone Replacement Therapy Litigation*, MDL No. 1507, Little Rock (Governing Committee)

*In Re: Vioxx*, MDL No. 1657, New Orleans (Discovery Committee)

*In Re: DePuy ASR Hip Implant Products Liability Litigation*, MDL No. 2197, Toledo (Discovery Committee Member)

*In Re: Mentor Corp. ObTape Transobturator Sling Products Liability Litigation*, MDL No. 2004, Columbus, Georgia (Discovery Committee Member and Supervisor of Document Repository)

*In Re: Oil Spill by the Oil Rig "Deepwater Horizon,"* MDL No. 2179, New Orleans (Environmental Damages Committee)



# SEARCY DENNEY

SEARCY DENNEY SCAROLA BARNHART & SIMPLY, P.A.



**Katherine A. Kiziah** is an attorney in Searcy Denney's pharmaceutical and medical device mass torts litigation unit. Ms. Kiziah brings a wealth of consumer protection experience to Searcy Denney. Prior to joining the firm, she was an Assistant Attorney General and the South Florida Bureau Chief of the Consumer Protection Unit for the State of Florida, Office of the Attorney General. Ms. Kiziah has handled and supervised civil prosecution and complex litigation involving timeshare and telemarketing fraud, internet fraud, debt management fraud and deceptive advertising. She has collaborated with state, federal, and local law enforcement, the Federal Trade Commission, and other states Attorneys General in the filing of lawsuits, injunctions and asset freezes against major corporations.

Ms. Kiziah currently serves as the President of the Palm Beach County chapter of the Florida Association for Women Lawyers. She is also a member of both the Florida Bar's Consumer Protection Committee and the Advertising Grievance Committee. Ms. Kiziah was selected to be a member of the Florida Association for Women Lawyers' 2016 class of "Leaders in the Law." In 2014 and 2015, she was recognized as a "Top Government Attorney in Florida" by Florida Trend's Legal Elite. She was awarded Attorney of the Year in 2013 by the Attorney General's Office and has been AV-rated by Martindale Hubbell since 2013. Locally, Ms. Kiziah also serves as the Vice President of the Friends of the Mandel Library, the City of West Palm Beach's public library.

## State and Federal Bar Admissions

### State

Florida

### Federal

United States District Court, Northern  
District of Florida

United States District Court, Middle  
District of Florida

United States District Court, Southern  
District of Florida

## Education

Nova Southeastern University, Shepard Broad  
Legal Center  
(J.D. 2005)

University of Florida  
(B.S. 2002)

## Notable Professional Experience

- Supervised Florida's consumer protection enforcement efforts for the entire South Florida region.
- Served as lead attorney for a multistate consortium of 10 states along with the Federal Trade Commission against in litigation against business entities for violations of federal and state telemarketing laws,

# SEARCY DENNEY

SEARCY DENNEY SCAROLA BARNHART & SHIPLEY, P.A.



**CARTER W. SCOTT** was born and raised in Columbia, South Carolina. He is a graduate of Dartmouth College and the Florida State University College of Law. Mr. Scott maintains a practice focused on wrongful death and catastrophic injury cases resulting from automobile and trucking accidents, medical negligence, products liability, and premises liability. Litigating in both federal and state courts, Mr. Scott has obtained substantial recoveries for his clients. At the age of 28, Mr. Scott became one of the youngest attorneys in the United States admitted to both the *Million Dollar Advocates Forum* and the *Multi-Million Dollar Advocates Forum*. Mr. Scott was also recently selected for inclusion in Florida Super Lawyers as a "Rising Star" and named one of the "Top 40 under 40" trial lawyers by *The National Trial Lawyers*, a professional organization comprised of America's top trial attorneys.

Before joining Searcy Denney, Mr. Scott worked as a Certified Legal Intern in the Office of the State Attorney in the 2nd Judicial Circuit where he tried numerous misdemeanor and felony cases to verdict. Mr. Scott also spent a summer in South Carolina as a law clerk for a senior judge on the South Carolina Court of Appeals. Mr. Scott earned his J.D. from the Florida State University College of Law, where he was selected as a member of the College of Law's Trial Team and spent a semester studying at St. Edmund Hall in Oxford, England. During his second year of law school, Mr. Scott was one of 12 graduate students

appointed by the Governor to serve a year-long term as a Gubernatorial Fellow in the Executive Office of the Governor. For his commitment to pro bono work in law school, the College of Law recognized Mr. Scott with the Distinguished Pro Bono Services Award. Mr. Scott earned a Bachelor of Arts degree in Government from Dartmouth College. While at Dartmouth, Mr. Scott played varsity football, served as a member of the college's Honor Council (Committee on Standards), and served as an editor of the Dartmouth College Law Journal.

Mr. Scott is actively involved in the Florida Justice Association and serves on the Board Directors for its Young Lawyer Division. Mr. Scott also serves on the Board of Directors for the Tallahassee Bar Association, Young Lawyers Section, and is a member of The Florida Bar, the American Association for Justice, the Capital City Justice Association, and the Dartmouth Lawyers Association.





## CARTER W. SCOTT, CONTINUED

### **Notable Professional Experience**

Successfully prosecuted cases involving catastrophic injury and wrongful death in state and federal courts across multiple jurisdictions resulting in recoveries for his clients in excess of \$30 million.

### **Education**

Florida State University College of Law  
(J.D.)

Dartmouth College  
(B.A.)

### **State and Federal Bar Admissions**

#### State

Florida  
Georgia (pro hac vice)

#### Federal

United States District Court,  
Northern District of Florida

United States District Court,  
Middle District of Florida

### **Honors and Recognitions**

- Recognized as a Top 40 under 40 Trial Lawyers by The National Trial Lawyers Organization
- Recognized by Super Lawyers Magazine as "Rising Star" 2017
- Appointed as a Gubernatorial Fellow, Class VIII, by the Governor of Florida

### **Contact Information**

517 N. Calhoun Street  
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Ph: (850) 224-7600  
[CWS@SearcyLaw.com](mailto:CWS@SearcyLaw.com)



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## **GENERAL INFORMATION AND FIRM HISTORY**

### **ABOUT SIMMONS HANLY CONROY & PRINCIPAL ATTORNEYS**



Simmons Hanly Conroy is one of the nation's largest plaintiff law firms with recoveries of more than \$5 billion in verdicts and settlements for our clients. We represent individuals, businesses and government entities seeking justice. Our clients have been harmed in every conceivable way: by terrorism, child abuse, defective drugs and devices, toxic exposures and economic conspiracies. We are at home in the justice system, whether in state or federal court, and we seek the best procedural course for our clients, including the filing of individual cases, class actions, or multidistrict mass tort litigation, as circumstances require.

Mass tort litigation is complex and expensive. Led by John Simmons, Paul J. Hanly, Jr., and Jayne Conroy, the firm's 75 attorneys have centuries of cumulative legal experience. We have sued the largest corporations in the United States and prevailed, utilizing all our skill and resources for document and data capture to elicit damaging deposition testimony from recalcitrant witnesses, to prepare cutting edge legal briefs, to push our strategic case goals, and to try our cases effectively and efficiently. Our results speak for us: SHC is in a position to be a significant threat, regardless of a wrongdoer's size and resources.

#### **PRACTICE AREAS**

- ✓ **Mass Torts and Class Actions**
- ✓ **Dangerous Drugs and Medical Devices Litigation**
- ✓ **Environmental Law**
- ✓ **Contingent-fee Business Litigation**
- ✓ **Asbestos and Mesothelioma**

#### **FIRM CONTACT**

**Paul J. Hanly, Jr.**  
*Co-Founder, Shareholder*  
[phanly@simmonsfirm.com](mailto:phanly@simmonsfirm.com)  
Direct: 212-784-6401 | Cell: 917-882-5532  
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New York, NY 10016  
[www.simmonsfirm.com](http://www.simmonsfirm.com)

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## FIRM RESOURCES

### WHY SIMMONS HANLY CONROY

As detailed above, SHC is large (more than 70 lawyers and 175 support staff) and has extensive financial resources (we have the largest inventory of mesothelioma cases of any firm in the nation, resulting in monthly fee income in the tens of millions of dollars), has an unparalleled track record in mass torts and other complex litigation, has a significant reputation nationwide, and, last but not least, has successfully prosecuted thousands of claims against two large drug companies manufacturing and selling prescription opiates.

Simmons Hanly Conroy has the track record, the staying power and the resources to handle all phases of litigation of this matter, including investigation and potential litigation from filing a complaint, conducting discovery, and proceeding through trial. Our attorneys file and litigate cases in multiple court rooms across the country, so you can rest assured we have the resources and the capital to support on-going litigation as well. A full list of the resources we bring to bear are as follows.

#### Our Resources

- ✓ 75 attorneys and 175 paralegals, assistants and support staff spread through six offices in the United States
- ✓ In-House Medical Departments led by three registered nurses
- ✓ 16 full-time case investigators, including former police officers
- ✓ State-of-the-art technical support for document management and trial preparation
- ✓ Research and Discovery Department comprised of veteran attorneys and PhD researchers
- ✓ Robust national network of medical and safety experts



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## EXPERIENCE OF PERSONNEL | Paul J. Hanly, Jr.

### Paul J. Hanly, Jr.

Resume & Copies of Licenses: Available Upon Request



#### Bio Summary

Mr. Hanly is a shareholder of Simmons Hanly Conroy and an experienced trial lawyer and litigator. For more than 30 years, Mr. Hanly has litigated, managed and tried numerous complex jury cases throughout the United States in virtually all areas of civil litigation. He is renowned for his exhaustive trial preparation, imaginative trial strategies, nearly photographic memory of the contents of documents, and tightly controlled and disarmingly effective cross-examinations.

In the last decade, Mr. Hanly has exclusively represented plaintiffs in a variety of mass tort and other complex civil cases and played a leading role in the settlement of thousands of pharmaceutical cases, resulting in recoveries for the firm's clients in excess of \$500 million.

#### Education

- Cornell University (B.A., magna cum laude, 1974)
- Cambridge University (M.A., with honors, 1976)
- Georgetown University (J.D., 1979)

#### Professional Licenses

- New York, 1980
- U.S. District Court, Southern and Eastern Districts of New York, 1981
- U.S. Court of Appeals, Second Circuit, 1985
- Texas, 2001
- U.S. Court of Federal Claims, 2003
- U.S. District Court, Southern District of Illinois, 2004
- U.S. District Court, Eastern District of Texas, 2006

#### Professional Affiliations

- The Association of the Bar of the City of New York
- Federal Bar Council
- Federal Bar Foundation (Member, Board of Directors, 1997-2004)
- New York County Lawyers Association (Member, Committee on Federal Courts, 1996 to present)
- CLE Instructor on Trial Advocacy, 1999, 2002-2015
- American Association for Justice

#### Representative Cases (partial list)

- Chair of Plaintiffs' Discovery Committee in DePuy Pinnacle Hip Implant Products Liability Litigation, MDL 2244 (N.D. Tex. Jan. 9, 2012)
- Lead counsel to Iowa Public Employees' Retirement System (IPERS) on its \$250 million claim in \$1 billion Ponzi scheme litigation involving Westridge Capital and its principals, CFTC v. Walsh et. al., 09-CV-01749 (GBD) (S.D.N.Y.)
- Lead counsel in plaintiff's contingency fee antitrust suit: settlement of \$32 million and fee of \$10.5 million, Synergetics USA, Inc. v. Alcon Laboratories, Inc. and Alcon, Inc., 2008-cv-3669 (DLC) (S.D.N.Y.)

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- Plaintiffs' Liaison Counsel and member of Plaintiffs' Executive Committee in MDL 1570, In re Terrorist Attacks on September 11, 2001 (S.D.N.Y.) (Anti-terrorism Act actions against financial sponsors of terrorism)
- Member of Plaintiffs' Executive Committee, In re Terrorist Attacks on September 11, 2001, No. 21 MC 97 (S.D.N.Y.) (consolidated 9/11 negligence actions against airlines and airport security companies)
- Plaintiffs' Liaison Counsel and member of Plaintiffs' Steering Committee appointed by court in MDL 1699 to assist coordination of federal MDL with New York state litigation proceedings, In re Bextra and Celebrex Products Liability Litigation (N.D. Cal.)

#### **Role in Opioid Litigation**

Mr. Hanly would serve as lead counsel for the opioid litigation. In this role, he would draft and file the complaint, draft and argue all motions, generate and respond to written discovery, organize and review data and document discovery, take and defend depositions, and will try the case.

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## EXPERIENCE OF PERSONNEL | Jayne Conroy

### Jayne Conroy

Resume & Copies of Licenses: Available Upon Request



#### Bio Summary

Attorney Jayne Conroy is a named shareholder of Simmons Hanly Conroy, and over her 30-year career, has developed a superb national reputation as a skilled strategist, trial lawyer and negotiator. She is known for her ability to lead a case from inception to completion, never losing sight of the strengths of her clients or the vulnerabilities of the defendants. Ms. Conroy has significant pharmaceutical experience. She has represented thousands of plaintiffs who were injured by the dangerous drugs Actos, OxyContin, Zelnorm, Zyprexa, Vioxx, Celebrex, Bextra, Gadolinium Contrast Dyes, Ephedra, Chantix, Yazmin and Yaz as well as by medical devices such as metal-on-metal hip implants and transvaginal mesh.

Ms. Conroy also serves or has served as a member of Plaintiffs' Steering or Executive Committees in nearly a dozen litigations. Since 2006, she is credited with orchestrating the settlements of thousands of pharmaceutical and other cases for a total recovery for the firm's clients that exceeds \$500 million.

#### Education

- Dartmouth College (B.A., 1980)
- New England School of Law (J.D., 1985)
  - Editor, New England Journal on Criminal & Civil Confinement, 1984-85

#### Professional Licenses

- Massachusetts, 1985
- U.S. District Court, District of Massachusetts, 1986
- U.S. Court of Appeals, First Circuit, 1986
- New York, 1996
- U.S. District Court, Southern and Eastern Districts of New York, 1996
- U.S. District Court, District of Columbia, 1997
- U.S. District Court, District of Columbia and U.S. Court of Federal Claims, 2003
- U.S. District Court, Southern District of Illinois, 2004

#### Professional Affiliations

- The Association of the Bar of the City of New York
- New York State Bar Association
- Massachusetts Bar Association
- Federal Bar Council
- American Association for Justice

#### MDL Leadership Positions Held (partial list)

- Court-appointed member of the Plaintiffs' Executive Committee in Volkswagen "Clean Diesel" Marketing, Sales Practices, And Products Liability Litigation, MDL No. 2672 (N.D. Cal.)
- Court-appointed member of Plaintiffs' Steering Committee in Syngenta AG MIR162 Corn Litigation, MDL 2591 (D. Kan. Jan. 21, 2015)
- Court-appointed member of Plaintiffs' Steering Committee in Actos Products Liability Litigation, MDL 2299 (W.D. La. 2012)
- Court-appointed member of Plaintiffs' Steering Committee in Pelvic Repair System Products Liability Litigation, MDL 2325, 2326 & 2327 (S.D. W. Va. 2012)

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- Court-appointed member of Plaintiff's Executive Committee in DePuy Pinnacle Hip Implant Products Liability Litigation, MDL 2244 (N.D. Tex. Jan. 9, 2012)
- Co-chair of Environmental Testing Committee in Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf Of Mexico, on April 20, 2010 Litigation, MDL 2179 (E.D. La.)
- Court-appointed member of Lead Counsel Committee for Economic Loss Claims in Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices and Product Liability Litigation, MDL 2151 (C.D. Cal.)
- Court-appointed co-chair of Plaintiffs' Law and Briefing Committee in Yazmin and Yaz (Drospirenone) Marketing, Sales Practices and Products Liability Litigation, MDL 2100 (S.D. Ill.)
- Court-appointed member of Discovery and Science Committees, Trial Team and Common Benefit Allocation Committee in Bextra and Celebrex Products Liability Litigation, MDL 1699 (N.D. Cal.) and New York State Coordinated Proceedings
- Court-appointed member of Plaintiffs' Executive Committee in Zyprexa Litigation, MDL 1596 (E.D.N.Y.)

#### Proposed Role in Opioid Litigation

Ms. Conroy would serve as co-lead counsel for the opioid litigation. In this role, she would draft and file the complaint, draft and argue all motions, generate and respond to written discovery, organize and review data and document discovery, take and defend depositions, and would try the case.

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## EXPERIENCE WITH OPIOID & PHARMACEUTICAL LITIGATION

Simmons Hanly Conroy attorneys have a history of persevering for their clients amid the most challenging circumstances, fierce opposition and setbacks encountered during the course of class action and mass tort lawsuits. The following representative cases illustrate the firm's experience in filing litigation against drug manufacturers.

### *Opioid Litigation on Behalf of Individuals*

**Award or settlement total:** Significant Confidential Amount.

**Date:** End of 2006

**Defendants:** Purdue Pharma LLP & Abbott Laboratories, Inc.

**Case Summary:** The firm, led by Paul Hanly and Jayne Conroy, represented 5,000 individuals in litigation against Purdue Pharma and Abbott Laboratories alleging our clients' addiction to the opiate OxyContin was a result of the manufacturers' fraudulent marketing campaign that claimed the drug was not as addictive as other alternative drugs. Attorneys Paul Hanly and Jayne Conroy led the firm's efforts on behalf of its OxyContin clients. Among one of the unusual strategic tactics the firm took was to file on a single day in Richmond County Supreme Court exactly 1,000 individual cases against Purdue (at a filing fee cost of nearly \$250,000.00). The cases were later consolidated with other OxyContin cases from other counties before Justice Joseph Maltese, who was instrumental in forging a global settlement of not only the filed cases but an additional 4,000 cases that our firm had not yet filed. SHC attorneys tirelessly dissected Purdue Pharma's clinical test results as well as their fraudulent marketing claims and widespread campaign to persuade physicians that OxyContin was not addictive. We retained world-renowned experts to describe both the scientific and chemical controlled release fraud as well as the insidious marketing claims designed to exponentially increase Purdue Pharma's market share. SHC prevailed on significant discovery motions to collect Purdue Pharma's documents and data and deposed dozens of Purdue Pharma executives and sales representatives.

### *In re: DePuy Orthopaedics, Inc., Pinnacle Hip Implant Products Liability Litigation*

**Award or settlement total:** \$1 Billion

**Date:** Dec. 1, 2016

**Defendants:** Johnson & Johnson, DePuy Orthopaedics

**Case Summary:** SHC Shareholder Jayne Conroy served on the lead trial team that secured a \$1 billion jury verdict against the defendants on behalf of six patients who were injured by DePuy's Pinnacle metal-on-metal hip implant. The jury awarded more than \$1 billion punitive damages and nearly \$40 million compensatory damages. The legal team convinced the jury in the U.S. District Court for the Northern District of Texas, Dallas Division that J&J sidestepped standard regulatory review and mislead doctors to believe that the design of the market-leading device was safe. The evidence presented during testimony against J&J told the deeper story of how the science was manipulated in order to sell the product, Jayne Conroy said. The trial was the third bellwether trial as part of the federal multidistrict litigation.

**Award or settlement total:** \$502 Million

**Date:** March 17, 2016

**Defendants:** Johnson & Johnson, DePuy Orthopaedics

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FAX (310) 322-3655

#### ST. LOUIS

251 S. Bismarck  
Suite 525  
St. Louis, MO 63105  
TEL (800) 479-9533





**Case Summary:** SHC Shareholder Jayne Conroy served on the lead trial team that secured a \$502 million jury verdict against the defendants on behalf of five patients injured by DePuy's Pinnacle metal-on-metal hip implant. The jury verdict for \$142 million compensatory and \$360 million punitive damages followed 37 days of testimony in the U.S. District Court for the Northern District of Texas Dallas Division. The trial was the second bellwether trial as part of the federal multidistrict litigation.

*In re: Actos (Pioglitazone) Products Liability Litigation; 11-md-02299; U.S. District Court, Western District of Louisiana (Lafayette)*

**Award or settlement total:** \$2.37 billion (global amount)

**Date:** Spring 2015

**Defendant:** Takeda Pharmaceuticals

**Judge:** Judge Rebecca Doherty, U.S. District Court of the Western District of Louisiana

**Case Summary:** The Actos lawsuits alleged Takeda Pharmaceutical Company executives ignored or downplayed risks about the drug's cancer-causing potential before Actos went on sale in the U.S. in 1999, and also misled regulators about the medication's risks. As reported by Bloomberg, Takeda executives failed to provide clear warnings about the associated cancer risk for at least seven years. Although research showed a link between Actos and bladder cancer, the company chose not to issue warnings to consumers. SHC Shareholder Jayne Conroy served as a court-appointed member of the Plaintiff's Steering Committee and helped secure millions of dollars for clients.

*In re: Yasmin and YAZ (Drospirenone) Marketing, Sales Practices and Products Liability Litigation MDL No. 2100*

**Award or settlement total:** \$1.69 billion (global amount)

**Date:** Fall 2012

**Defendant:** Bayer AG

**Judge:** Chief Judge David R. Herndon, U.S. District Court, Southern District of Illinois

**Case Summary:** Bayer aggressively marketed its birth control medications Yaz and Yasmin, claiming the medications also treated PMS symptoms, caused weight loss and treated acne. Not only were the claims misleading, according to the FDA, but the newer pill was also found to be three times more likely to cause serious, fatal complications. SHC, led by attorney Jayne Conroy, and joined by attorneys Trent Miracle and Paul Hanly, filed litigation on behalf of over 100 clients injured by the drug. Ms. Conroy and Mr. Miracle were also appointed to leadership positions on the federal Yaz MDL and helped negotiate the final global settlement of \$1.69 billion dollars for all women harmed by the drug.

*In re Chantix (Varenicline) Products Liability Litigation 2:09-cv-02039; MDL No. 2092*

**Award or settlement total:** Approximately \$299 million (global settlement)

**Date:** July 2013

**Defendant:** Pfizer

**Judge:** Inge P. Johnson, U.S. District Court, Northern District of Alabama

**Case Summary:** Chantix, known by the generic name varenicline, works by blocking the effect of nicotine on the brain. In early 2008, U.S. Food and Drug Administration officials acknowledged receiving troubling reports from Chantix patients throughout the United States. These reports included 34 cases of suicide and nearly 420 reports of suicidal thoughts, behaviors





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and suicides. Firm attorneys Jayne Conroy, Clint Fisher and David Miceli served on the Plaintiffs' Steering Committee for the Chantix MDL against Pfizer. The case consolidated more than 2,500 lawsuits filed between 2009 and 2012 and was settled for approximately \$299 million.

## SHC'S TRACK RECORD OF TAKING ON PHARMACEUTICAL COMPANIES

Simmons Hanly Conroy has helped thousands of clients, including individuals, families, businesses and government entities, in cases of corporate wrongdoing. Our attorneys have cumulative centuries of experience litigating against the pharmaceutical industry. A partial list of drug manufacturers the firm has litigated against is included below.

### Pharmaceutical Defendants & Drugs Litigated (partial)

<b>Merck and Co.</b>	<b>Takeda Pharmaceuticals</b>	<b>Pfizer</b>
• Vioxx	• Actos	• Bextra
	• Avandia	• Celebrex
<b>Amylin Pharmaceuticals</b>	<b>Xanodyne Pharmaceuticals</b>	• Chantix
• Byetta	• Darvocet/Darvon	• Heparin
<b>Myland Pharmaceuticals</b>	<b>Metabolife</b>	• Reglan
• Digitek/Dioxin	• Ephedra	<b>Abbott Laboratories</b>
<b>Johnson &amp; Johnson</b>	<b>Novartis</b>	• Depakote
• Fentanyl	• Zelnorm	• OxyContin
• Orthro Evra	<b>Eli Lilly &amp; Co.</b>	<b>Bayer</b>
• Hip Implants	• Zyprexa	• Yaz/Yasmine
<b>Purdue Pharma</b>		• Mirena
• OxyContin		• Trasyolol

## SIMILAR MATTERS HANDLED BY THE FIRM

### SIMILAR MATTERS | TRIALS AND APPEALS EXPERIENCE (partial list)

SHC attorneys have recovered more than \$5 billion in verdicts and settlements on behalf of their clients. Our attorneys have experience litigating cases from the initial investigations all the way to verdict. Below is a list of recent trials and appeals our attorneys have litigated.

*In re: DePuy Orthopaedics Inc. Pinnacle Hip Implant Products Liability Litigation*

**Sept-Dec. 2016 Trial** | Court: U.S. District Court, Northern District of Texas, Dallas Division  
Cause No.: 3:12-cv-2066 | 3:13-cv-03631 | 3:13-cv-03938 | 3:14-cv-01730 | 3:15-cv-01767 |  
3:15-cv-03484

Area of Lit: Dangerous Drugs & Devices

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TEL (618) 259-2223	TEL (212) 784-6400	Chicago, IL 60606	San Francisco, CA 94105	El Segundo, CA 90245	St. Louis, MO 63105
FAX: (618) 259-2251	FAX: (212) 213-5949	TEL (312) 759-7500	TEL (415) 538-3986	TEL (310) 322-3555	TEL (800) 479-9533
		FAX (312) 759-7516	FAX (415) 537-4120	FAX (310) 322-3655	





Attorney: Jayne Conroy (SHC), Mark Lanier (The Lanier Law Firm) and others  
Outcome: Plaintiff verdict: \$1,040,000,000

*In re: DePuy Orthopaedics Inc. Pinnacle Hip Implant Products Liability Litigation*

**Jan.-March 2016 Trial** | Court: U.S. District Court, Northern District of Texas, Dallas Division  
Cause No.: 3:11-cv-1941 | 3:11-cv-2800 | 3:12-cv-1672 | 3:13-cv-1071 | 3:14-cv-1994  
Area of Lit: Dangerous Drugs & Devices  
Attorney: Jayne Conroy (SHC), Mark Lanier (The Lanier Law Firm) and others  
Outcome: Plaintiff verdict: \$502,000,000

*In re: DePuy Orthopaedics Inc. Pinnacle Hip Implant Products Liability Litigation*

**Sept.-Oct. 2014 Trial** | Court: U.S. District Court, Northern District of Texas, Dallas Division  
Cause No.: 3:12-cv-04975  
Area of Lit: Dangerous Drugs & Devices  
Attorney: Jayne Conroy (SHC), Mark Lanier (The Lanier Law Firm) and others  
Outcome: Defense Verdict

*Paul and Patty Leek v. Oglebay Norton Co. aka Ferro Engineering*

**2014 Trial** | Court: Superior Court of the State of California, County of Los Angeles  
Cause Number: BC533164  
Area of Lit: Asbestos  
Attorney: SHC Attorneys John Conard Metcalf and Ben Goldstein for plaintiff  
Outcome: Resolved prior to close of Plaintiff's evidence (1 day of Plaintiff evidence remaining)

*Noll v. Special Electric Company*

**2015 Appeal** | Court: Court of Appeals, Div. 1 of the State of WA  
Cause Number: 13-2-06781-1 SEA  
Area of Lit: Asbestos  
Attorney: SHC Attorneys William Kohlburn and Ryan Kiwala for plaintiff  
Outcome: Appeal from order dismissing Special Electric for lack of personal jurisdiction.  
Plaintiff victory. The case is now before the Washington State Supreme Court.

*JoAnne H. Suttner v. Crane Co.*

**Oct. 2012 Trial** | Court: Supreme Court of the State of New York, 8th Judicial District / State of New York Supreme Court, County of Erie  
Cause No.: 2010-12499  
Area of Lit: Asbestos  
Attorney: SHC Attorney Myles Epperson and John Comerford (John Comerford is local trial counsel) for plaintiff  
Outcome: Plaintiff verdict: \$3,000,000

*Galliher v. R.T. Vanderbilt*

**2012 Trial** | Court: Superior Court of the State of Delaware in and for New Castle County  
Cause Number: 10C-10-315 ASB  
Area of Lit: Asbestos



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Attorney: William Kohlburn (SHC), J. Conard Metcalf (SHC), and Randy Cohn (SHC) and local counsel David W. deBruin for plaintiff  
Outcome: Plaintiff verdict: \$2,864,583

*Web Tracking Solutions, Inc. v. Google, Inc.*

**2012 Appeal** | Court: United States Court of Appeals for the Federal Circuit

Cause Number: 2012-1368

Area of Lit: Patent Infringement

Attorney: Ed Flynn (Cohen & Grace), Steve Hayes (Hanly Conroy), Paul Lesko (SHC) for plaintiff

Outcome: Settled confidentially.

**SIMILAR MATTERS | MULTIDISTRICT LITIGATION EXPERIENCE (partial list)**

SHC attorneys have held court-appointed leadership roles in high-stakes, high-profile litigation of national scope. Many of these cases are multidistrict litigations and settle for millions or billions of dollars on behalf of thousands of clients. To be appointed, attorneys must have a track record of experience in the litigation area and have the resources necessary to litigate the cases. A sampling of MDLs in which SHC attorneys have held leadership positions is as follows.

- In Re: Volkswagen "Clean Diesel" Marketing, Sales Practices, And Products Liability Litigation, MDL No. 2672 (N.D. Cal.)
- In re Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Product Liability Litigation, MDL 2151 (C.D. Cal.)
- In re Terrorist Attacks on September 11, 2001, No. 21 MC 97 (S.D.N.Y.) (consolidated 9/11 negligence actions against airlines and airport security companies); MDL 1570, In re Terrorist Attacks on September 11, 2001 (S.D.N.Y.) (Anti-terrorism Act actions against financial sponsors of terrorism)
- In re DePuy Pinnacle Hip Implant Products Liability Litigation, MDL 2244 (N.D. Tex. Jan. 9, 2012)
- In re DePuy ASR Hip Implant Products Liability Litigation, MDL 2197 (N.D. Ohio)
- In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf Of Mexico, on April 20, 2010 litigation, MDL 2179 (E.D. La.)
- In re Syngenta AG MIR162 Corn Litigation, MDL 2591 (D. Kan. Jan. 21, 2015)
- In re Lipitor Products Liability Litigation, MDL 2502 (D.S.C. April 9, 2014)
- In re Zolof Products Liability Litigation, MDL 2342 (E.D. Pa. 2012)
- In Re Propecia (Finasteride) Product Liability Litigation, MDL 2331 (E.D.N.Y. 2012)
- In re Pelvic Repair System Products Liability Litigation, MDL 2325, 2326 & 2327 (S.D. W. Va. 2012)
- In re Actos Products Liability Litigation, MDL 2299 (W.D. La. 2012)
- In re Yazmin and Yaz (Drospirenone) Marketing, Sales Practices and Products Liability Litigation, MDL 2100 (S.D. Ill.)
- In re Chantix (Varenicline) Products Liability Litigation, MDL 2092 (N.D. Ala.)

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Suite 525  
St. Louis, MO 63105  
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- In re Gadolinium-Based Contrast Agents Products Liability Litigation, MDL 1909 (N.D. Oh.)
- In re Zyprexa Litigation, MDL 1596 (E.D.N.Y.)
- In re Bextra and Celebrex Products Liability Litigation, MDL 1699 (N.D. Cal.) and New York State Coordinated Proceeding

#### SIMILAR MATTERS | PRIVATE LIABILITY RESULTS (partial)

Below are summaries of private liability litigation results that highlight the experience of attorneys Paul Hanly and Jayne Conroy.

##### *In Re: Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Products Liability Litigation*

**Award or settlement total: More than \$1.1 billion, plus \$200 million in attorneys' fees and Toyota's reimbursement of plaintiffs' counsel's expenses in the amount of approximately \$27 million**

**Defendant: Toyota Motor Corp.**

**Judge: James Selna, U.S. District Court, Central District of California**

**Case Summary:** SHC filed the first lawsuits on behalf of vehicle owners harmed by unintended acceleration in 2010. Three years of hard-fought litigation followed in which firm named shareholder Jayne Conroy played a leading role, having been appointed by U.S. District Judge James Selna as a member of the plaintiffs' leadership team in the case. In addition, several SHC clients served as representatives of the class of Toyota owners economically injured. In connection with the settlement, Ms. Conroy was separately appointed by Judge Selna as one of three settlement allocation counsel charged with overseeing the allocation of settlement funds to millions of Toyota owners throughout the United States.

##### *Joseph Jean-Charles v. Douglas Perlitz et al., 3:11-CV-00614-RNC (D. Conn. 2013)*

**Award or settlement total: \$12 million, \$500,000 per boy**

**Defendants: Society of Jesus of New England, Fairfield University, the Order of Malta, Hope Carter, Father Paul Carrier**

**Judge: Robert N. Chatigny, U.S. District Court, District of Connecticut**

**Case Summary:** The firm represented 24 Haitian boys who were the victims of a pedophile sponsored by Fairfield University and the Society of Jesus. Both Mr. Hanly and Ms. Conroy traveled to Haiti, the poorest country in the western hemisphere and a highly dangerous place to visit, on five separate occasions to investigate the case and provide counsel to the boys. Because of their extraordinary efforts in both Haiti and the federal court proceedings in the United States, the firm was able to hold the defendants responsible and provide justice to the boys and their families in the form of a settlement of \$500,000 per boy.

##### *Chambers et al v. Merrill Lynch & Co., Inc., et al. 1:10-cv-07109*

**Award or settlement total: \$20 million plus attorneys' fees and costs of approximately \$5.2 million**

**Date: June 2013**

**Defendant: Merrill Lynch & Co., Inc., et al.**



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**Judge: Alison J. Nathan, U.S. District Court, Southern District of New York**

**Case Summary:** This nationwide class action suit pitted the firm against some of the toughest defense firms in the country, specifically Reed Smith and Morgan Lewis. The firm represented 1,100 former Merrill Lynch financial advisors who were denied deferred compensation benefits upon the acquisition of the company in 2009 by Bank of America. The complex case involved difficult issues of contract interpretation in the context of class certification. The settlement was in the amount of approximately \$20 million for the plaintiffs and a separate payment of \$5.2 million in attorneys' fees. Mr. Hanly served as lead counsel.

*Synergetics USA, Inc. v. Alcon Laboratories Inc., et al.*

**Award or settlement total: \$32 million settlement, including \$10.5 million in attorneys' fees**

**Defendant: Alcon Laboratories**

**Judge: Hon. Denise Cote, U.S. District Court, Southern District of New York**

**Case Summary:** SHC represented Synergetics, a small medical device manufacturer, in an antitrust lawsuit against a larger competitor. Paul Hanly served as lead counsel. The suit alleged that Alcon engaged in certain anti-competitive conduct in the market for vitreoretinal surgical equipment and supplies. Synergetics' allegations included that Alcon used the market power enjoyed by its vitrectomy machine in an unlawful manner, forcing surgeons to purchase from Alcon the ancillary instruments, tools, and external light sources used in vitreoretinal surgeries. Most notably, Synergetics alleged that Alcon unlawfully tied the sale of its fiberoptic illuminator to the sale of single-use disposable cassettes necessary to operate the Alcon vitrectomy machine.

Respectfully submitted.

Paul J. Hanly, Jr.  
Shareholder

Jayne Conroy  
Shareholder

Simmons Hanly Conroy, LLC  
112 Madison Ave., 7<sup>th</sup> Floor  
New York, NY 10016

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## COMPLEX LITIGATION

What is complex litigation? There is no single definition, but the common denominator is a substantial amount of money or an important issue that the parties need to resolve. These cases also typically present novel questions of fact or law that drive the dispute. At Crueger Dickinson, we have decades of experience working with the competing interests and identifying the unique factual or legal issues that must be resolved to bring these types of cases to a successful conclusion. We take on the largest corporations in the United States and have a proven track record of success.

Crueger Dickinson focuses on high stakes litigation in the areas of:


Pharmaceutical Litigation	Fraud
Litigation on Behalf of County Governments	ERISA
Class/Mass Actions	Product Liability
Business Disputes	Professional Negligence
Insurance	Intellectual Property






## CHARLES CRUEGER



 [cjc@cruegerdickinson.com](mailto:cjc@cruegerdickinson.com)

 414 210 3900

Charles Crueger is an owner and founding partner of Crueger Dickinson LLC, a firm founded to focus on large, high stakes litigation around the United States. In his current practice, he represents dozens of counties around the United States in litigation against pharmaceutical manufacturers of prescription opioids for their role in causing the opioid epidemic in the United States. In addition to these important cases, Mr. Crueger maintains a national class action practice involving employee misclassification, ERISA, violations of deceptive trade practices laws, fraud, insurance, contract, business torts, products liability and civil RICO cases. Mr. Crueger is an accomplished trial lawyer and has tried numerous cases to verdict in courts around the United States. For example, just months after founding Crueger Dickinson, Mr. Crueger, along with his partner Erin Dickinson, obtained a favorable jury verdict on behalf of a class of pension holders in an ERISA class action trial where liabilities exceed \$1 Billion. The firm he heads focuses on complex cases and trial readiness.

### NOTABLE PROFESSIONAL EXPERIENCE

- Lead counsel representing dozens of counties in litigation against pharmaceutical manufacturers of prescription opioids for their role in causing the opioid epidemic.
- *Jammal, et. al. v. American Family Insurance Group, et. al.*, No. 1:13-CV-437 (N.D. of Ohio) (lead counsel representing plaintiffs in ERISA class action alleging that defendants denied them retirement and other benefits by misclassifying them as independent contractors. After certifying a class of over 7,000 agents and a three week trial, the district court found that American Family misclassified the agents and treated them as employees

for purposes of ERISA. This is the first successful class action trial on whether an insurer misclassified its captive agent force. Plaintiffs' claim that the value of the pension benefits under an ERISA plan exceeds \$1 billion.)

- *Roberts et. al. v. Electrolux Home Products, Inc.*, No. 8:12-cv-01644 (C.D. of Ca.) (represented plaintiff in class action over dryer fires; the case resulted in a beneficial settlement for the class).
- *Feldmann Engineering & Manufacturing Co., Inc. v. Ardisam, Inc.*, No. 3:14-CV-00727 (W.D. Wis.) (represented plaintiff in patent infringement action that settled before trial).

- *Ormco Corp v. Align Tech., Inc.*, 498 F.3d 1307 (Fed. Cir.) (obtained reversal of adverse judgment and represented plaintiff on remand that resulted in a favorable jury verdict and settlement in excess of \$90M, also invalidated patent claims asserted by defendant).
- *Briggs & Stratton Corp. v. Kohler Co.*, (W.D. Wis.) (represented plaintiff through a jury trial in successful patent infringement action involving small engine technology).
- *Kestrel Coal Pty. v. Joy Global*, 362 F.3d 401 (7th Cir.) (obtained rare reversal of a lower court's order allowing discovery in the United States for use in lawsuit pending in Australia).

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## CHARLES CRUEGER, CONTINUED

- *Beloit Liquidating Trust v. Grade*, 2004 WI 39, 270 Wis. 2d 356 (part of litigation team that obtained favorable result in the leading director and officer liability case in Wisconsin).
- *Globe Life and Accident Ins. Co. v. United States*, 52 Fed. Cl. 132 (successfully defended \$8 million tax refund claim following a two-week trial).
- *American Express v. United States*, 47 Fed. Cl. 127 (successfully defended \$200 million tax refund claim involving accounting methods for credit card fees).

### SELECTED PUBLICATIONS

- "The Long Arm of Personal Jurisdiction in IP Litigation", IP Law360 (October 26, 2010)
- "A Commentary on the Economic Loss of Doctrine Under the Rule of Cease Electric and Cascade Stone", 89 Marq. L. Rev. 137 (2005)

### EDUCATION

- University of Wisconsin Law School (J.D., cum laude, 1997, Order of the Coif, Wisconsin Law Review)
- University of Wisconsin-Madison (B.A., with distinction, 1993)

### HONORS AND RECOGNITIONS

- Recognized in Super Lawyers Magazine as a "Super Lawyer" 2015 - 2017
- Recognized in "Best Lawyers in America"
- Recognized in Super Lawyers Magazine as a "Rising Star" 2006 - 2007

### STATE BAR ADMISSIONS

Wisconsin

### FEDERAL COURT ADMISSIONS

Eastern District of Wisconsin  
Western District of Wisconsin  
Northern District of Illinois  
Court of Federal Claims  
U.S. Court of Appeals for the Third, Sixth, Seventh, and Federal Circuits  
U.S. Tax Court  
U.S. Supreme Court






## ERIN DICKINSON



 [ekd@cruegerdickinson.com](mailto:ekd@cruegerdickinson.com)

 414 210 3767

Erin Dickinson is an owner and founding partner of Crueger Dickinson LLC, a firm founded to focus on large, high stakes litigation around the United States. Her current practice is focused on representing dozens of counties around the United States in litigation against pharmaceutical manufacturers of prescription opioids for their role in causing the opioid epidemic in the United States. In addition to her role in pharmaceutical litigation Ms. Dickinson maintains a national class action practice involving employee misclassification, ERISA, violations of deceptive trade practices laws, fraud, insurance, contract, business torts, products liability and civil RICO cases. Ms. Dickinson is an accomplished trial lawyer and has tried numerous cases to verdict in courts around the United States. For example, just months after founding Crueger Dickinson, Ms. Dickinson along with her partner Charles Crueger, obtained a favorable jury verdict on behalf of a class of pension holders in an ERISA class action trial where liabilities exceed \$1 Billion. The firm she heads focuses on complex cases and trial readiness.

### NOTABLE PROFESSIONAL EXPERIENCE

- Lead counsel representing dozens of counties in litigation against pharmaceutical manufacturers of prescription opioids for their role in causing the opioid epidemic.
- *Jammal, et. al., v. American Family Insurance Group, et. al.*, No. 1:13-CV-437 (N.D. of Ohio) (lead counsel representing plaintiffs in ERISA class action alleging that defendants denied them retirement and other benefits by misclassifying them as independent contractors. After certifying a class

of over 7,000 agents and a three week trial, the district court found that American Family misclassified the agents and treated them as employees for purposes of ERISA. This is the first successful class action trial on whether an insurer misclassified its captive agent force. Plaintiffs' claim that the value of the pension benefits under an ERISA plan exceeds \$1 billion.)

- Lead counsel in a variety of nationwide class action cases in a variety of areas including ERISA, products liability, financial fraud and civil RICO issues.

- Successfully represented majority shareholders in a federal court jury trial involving business torts and Lanham Act claims where Defendants' exposure exceeded \$20M. Case resulted in unanimous defense verdict in favor of Ms. Dickinson's client and a finding of zero liability.
- Litigation counsel for a patent holder in a patent infringement lawsuit involving orthodontic software. Case resulted in a favorable jury verdict and subsequent settlement of litigated claims in excess of \$90M.



## ERIN DICKINSON, CONTINUED

- Lead counsel who achieved a nationwide class action settlements on a variety of cases where millions of allegedly defective products were at issue including cases involving automobiles, house hold appliance and other consumer products.
- Trial counsel for hospital systems in Texas, Missouri and Kansas in numerous professional negligence, tort and wrongful death cases

### EDUCATION

- University of Texas School of Law (J.D. 2000)
- University of Wisconsin-Madison (B.A., with honors, 1996)

### STATE BAR ADMISSIONS

Wisconsin  
Missouri  
Texas

### FEDERAL COURT ADMISSIONS

Eastern District of Wisconsin  
Western District of Wisconsin  
Northern District of Illinois  
Western District of Texas  
Western District of Missouri  
Northern District of Ohio  
Seventh Circuit Court of Appeals  
Sixth Circuit Court of Appeals

### HONORS AND RECOGNITIONS

- Recognized by Super Lawyers Magazine as a "Super Lawyer" 2016-2017
- Recognized as one the 2016 "Best Lawyers in America"
- Recognized by Super Lawyers Magazine as a "Rising Star," 2012-2015
- Recipient of the 2014 Women in the Law award given by the Wisconsin Law Journal





## KRISTA BAISCH



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Krista Baisch is a trial attorney and partner at Crueger Dickinson LLC, a firm focusing on large, high stakes litigation around the United States. Ms. Baisch practices complex litigation in state and federal courts around the country. She has represented clients in contract disputes, shareholder disputes, patent litigation, commercial torts, civil rights, medical malpractice, product liability, construction litigation, personal injury, and general business litigation. Her current practice is focused on representing dozens of counties around the United States in litigation against pharmaceutical manufacturers of prescription opioids for their role in causing the opioid epidemic in the United States. Ms. Baisch has significant experience representing counties and municipalities in her career, including defending the interests of Wisconsin's Counties in a broad range of matters. Most notably, she was part of the successful trial team in *Howard v. Dane County* wherein an inmate alleged ADA claims related to wheel chair access at the Dane County Jail and more than nine times she obtained complete dismissal of Eighth Amendment claims alleged against County Jails or County healthcare providers. She has also successfully defended Wisconsin municipalities in claims relating to civil rights, Title IX, Title VII, safe place statute, the public trust doctrine, and negligence. Through her experience, Ms. Baisch has developed invaluable insight into how private law firms with the right resources and experience can assist governmental entities in the fight against the opioid epidemic.

### NOTABLE PROFESSIONAL EXPERIENCE

- Part of team representing more than one-third of Wisconsin's Counties in deceptive marketing practices claims and public nuisance claims against the manufacturers of opioid pharmaceuticals.
- Successfully represented managing general agent in an arbitration trial involving complex issues of business valuation and breach of employment covenants. Trial resulted in a total defense verdict for Ms. Baisch's client.
- Successfully tried multi-million dollar arbitration trial to resolve a complex contract dispute between several large U.S. corporations. Case resulted in total defense verdict, recovery on counter claims and recovery of attorneys' fees for Ms. Baisch's client following three years of litigation and a twelve day trial.



## KRISTA BAISCH, CONTINUED

- Obtained dismissal of breach of contract, unjust enrichment and promissory estoppel claims for client. *G2 Equities v. Reco Cement Products LLC* (N.D. Ill. 2015).
- Lead counsel for software developer in breach of licensing agreement dispute resulting in a favorable resolution for client.
- Obtained dismissal of patent infringement lawsuit. *Sonic Foundry, Inc. v. Astute Technology, LLC* (W.D. Wis. 2013).
- Obtained dismissal of fourth and fifth amendment claims and affirmance by Seventh Circuit Court of Appeals. *Pegues v. Springob* (E.D. Wis. 2012); (7th Cir. 2013).
- *Williams v. Dane County* (W.D. Wis. 2012); *Becker v. Frederick* (E.D. Wis. 2011); *Forshee v. Sarah Kowalski* (W.D. Wis.); *Vitrano v. Akgulian* (E.D. Wis.); *LaBelle v. Singer* (W.D. Wis. 2012); *DeJesus v. Waukesha County* (E.D. Wis.); *Becker v. Frederick* (E.D. Wis. 2011); *Owens v. Johnson* (W.D. Wis. 2010); *Holton v. Scholke* (E.D. Wis. 2009); Dismissal of eight amendment claims.
- *Juss Us For Justice, et al. v. Milwaukee County, et al* 12-CV-349 (E.D. Wis.), successful defense of discrimination claims by child care workers based on failure to state a claim.
- *Hall v. Adams*, 12-SC-7233 (Dane County), defense of small claims employment discrimination claims.
- *Humphries v. Milwaukee County* (E.D. Wis. 2011) (7th Cir. 2012) Dismissal of due process claims, affirmed by the Seventh Circuit.
- *Dent v. Milwaukee County*, 10-CV-1660 (Jul. 19, 2011), dismissal of negligent supervision and conspiracy claims alleged against Sheriff.
- *Pappas v. Milwaukee County*, 10-CV-2011 (Feb. 25, 2011), dismissal of Public Trust Doctrine claims against Milwaukee County based on use of lake front land surrounding South Shore Yacht Club.
- *Pattie v. Winnebago County*, 09-CV-1558 (Nov. 24, 2010), dismissal of claims against County for alleged failure to identify dangerous individual who abused the mother of his children after leaving facility.
- *Jacobs v. Bartels*, 08-CV-12 (E.D. Wis. Sept. 10, 2009) (aff'd 10-1796 (7th Cir. 2010)), dismissal of access to courts claim against prison Health Services Administrator for the County jail.
- *Howard v. Dane County*, 07-CV-4792 (Aug. 3, 2009), dismissal of negligence claims alleging failure to treat hip infection. Defense verdict at trial on ADA claim relating to wheel chair access in County Jail.
- *Elborough v. Evansville School District*, 636 F.Supp.2d 812 (W.D. Wis. 2009), dismissal of Title IX and Due Process claims on summary judgment, Equal Protection and recklessness claims dismissed before trial.
- *Brown v. Milwaukee County*, 08-CV-10238 (Feb. 10, 2009), dismissal of alleged sexual assault claims.
- *Buchanan-Moore v. Milwaukee County*, 576 F.Supp.2d (E.D. Wis. 2008) (aff'd 570 F.3d 824 (7th Cir. 2009)); dismissal of due process and negligence claims for releasing an inmate who was a known danger.
- *Sheffield v. Evansville School District*, 07-CV-1403 (Oct. 10, 2008), dismissal of negligence claims against school district based on immunity doctrine for alleged failure to treat an injury that occurred at school.

### EDUCATION

- University of Wisconsin Law School (J.D., cum laude, 2005)
- University of North Carolina at Chapel Hill (B.A., 2002)

### STATE BAR ADMISSIONS

Wisconsin

### FEDERAL COURT ADMISSIONS

Eastern District of Wisconsin  
Western District of Wisconsin  
Northern District of Illinois  
Seventh Circuit Court of Appeals

### HONORS AND RECOGNITIONS

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## APPENDIX 2: CURRENTLY FILED CASES

#	State	Court	Case No.	Plaintiff(s)	Defendant(s)	Date Filed
1	Connecticut	Waterbury Superior Court	UWY-CV17-6036251-S	The City of Waterbury	Purdue Pharma L.P., the Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutica, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	8/31/2017
2	Illinois	Bureau	18-L-1	People of the State of Illinois; Boone County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Abbott Laboratories; Abbott Laboratories, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	1/12/2018
3	Illinois	Cook	17-L-013180	People of the State of Illinois; Cook County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Abbott Laboratories; Abbott Laboratories, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	12/27/2017
4	Illinois	DuPage	17-L-001400	People of the State of Illinois; DuPage County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Abbott Laboratories; Abbott Laboratories, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	12/21/2017
5	Illinois	Kane	17-L-639	People of the State of Illinois; Kane County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Abbott Laboratories; Abbott Laboratories, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	12/21/2017

## APPENDIX 2: CURRENTLY FILED CASES

6	Illinois	Kankakee	17-L-104	People of the State of Illinois; Kankakee County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Abbott Laboratories; Abbott Laboratories, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	9/25/2017
7	Illinois	McHenry	17-L-000399	People of the State of Illinois; McHenry County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Abbott Laboratories; Abbott Laboratories, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	12/21/2017
8	Illinois	Will	17-MR-3400	People of the State of Illinois; Will County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Abbott Laboratories; Abbott Laboratories, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	12/21/2017
9	Indiana	NDIN	18-CV-0003	The Board of Commissioners of the County of Allen	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	1/5/2018
10	Iowa	SDIA	18-CV-0011	Adair County; Adams County; Audubon County; Benton County; Bremer County; Buchanan County; Buena Vista County; Calhoun County; Carroll County; Cedar County; Clay County; Clayton County; Clinton County; Dallas County; Delaware County; Fayette County; Hamilton County; Hardin County; Humboldt County; Johnson County; Lee County; Mahaska County; Marion County; Mitchell County; Monroe County; Montgomery County; O'Brien County; Plymouth County; Pottawattamie County; Sac County; Scott County; Shelby County; Sioux County; Taylor County; Winneshiek County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	1/5/2018



## APPENDIX 2: CURRENTLY FILED CASES

11	Iowa	SDIA	18-CV-0010	Polk County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	1/5/2018
12	Louisiana	12th Judicial District Court- Parish of Avoyelles, State of Louisiana	2017-4682B	Avoyelles Parish Sheriff's Office	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Randall Brewer; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	9/18/2017
13	Louisiana	14th Judicial District Court, Parish of Calcasieu	2017-4126 Div H	Calcasieu Parish Sheriff's Office	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Randall Brewer; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	10/5/2017
14	Louisiana	31st Judicial District Court, Parish of Jefferson Davis	C-638-17	Jefferson Davis Parish Sheriff's Office	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Randall Brewer; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	9/18/2017
15	Louisiana	15th Judicial District Court, Parish of Lafayette	17-5337	Lafayette Parish Sheriff's Office	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Randall Brewer; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	9/18/2017
16	Louisiana	4th Judicial District Court, Parish of Ouachita	17-3279	Ouachita Parish Sheriff's Office	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Randall Brewer; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	10/5/2017

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17	Louisiana	9th Judicial District Court, Parish of Rapides	259,886-F	Rapides Parish Sheriff's Office	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Randall Brewer; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	9/18/2017
18	Louisiana	11th Judicial District Court, Parish of Ouachita	17-68465	Sabine Parish Sheriff's Office	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Randall Brewer; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	10/5/2017
19	Louisiana	30th Judicial District Court, Parish of Vernon	95086	Vernon Parish Sheriff's Office	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Randall Brewer; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	10/5/2017
20	Louisiana	22nd Judicial District Court, Parish of Washington	111223 Div B	Washington Parish Sheriff's Office	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Randall Brewer; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	10/5/2017
21	Minnesota	DMINN	18-CV-0062	County of Anoka, Minnesota	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	1/9/2018
22	Missouri	EDMO	17-CV-2703	Saint Louis County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/10/2017



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23	New York	NY State Court	EFCA2017-252	Broome County	Purdue Pharma L.P.; Purdue Pharma Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutica, Inc. n/k/a Janssen Pharmaceuticals, Inc.; Endo Health Solutions, Inc.; Endo Pharmaceuticals, Inc.; Russell Portenoy; Perry Fine; Scott Fishman; Lynn Webster	2/1/2017
24	New York	NY State Court	2017-51340	Dutchess County	Purdue Pharma LP; Purdue Pharma Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals Inc.; Janssen Pharmaceutical, Inc. n/k/a Janssen Pharmaceuticals; Endo Health Solutions Inc.; and Endo Pharmaceuticals, Inc.; as well as physicians Russell Portenoy, Perry Fine, Scott Fishman and Lynn Webster	6/6/2017
25	New York	NY State Court	2017-801671	Erie County	Purdue Pharma LP; Purdue Pharma Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals Inc.; Janssen Pharmaceutical, Inc. n/k/a Janssen Pharmaceuticals; Endo Health Solutions Inc.; and Endo Pharmaceuticals, Inc.; Russell Portenoy, Perry Fine, Scott Fishman and Lynn Webster	2/1/2017
26	New York	NY State Court	2017-3572	Orange County	Purdue Pharma LP; Purdue Pharma Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals Inc.; Janssen Pharmaceutical, Inc. n/k/a Janssen Pharmaceuticals; Endo Health Solutions Inc.; and Endo Pharmaceuticals, Inc.; Russell Portenoy, Perry Fine, Scott Fishman and Lynn Webster	5/11/2017
27	New York	NY State Court	2018-0022	Oswego County	Purdue Pharma LP; Purdue Pharma Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals Inc.; Janssen Pharmaceutical, Inc. n/k/a Janssen Pharmaceuticals; Endo Health Solutions Inc.; and Endo Pharmaceuticals, Inc.; Russell Portenoy, Perry Fine, Scott Fishman and Lynn Webster	1/4/2018

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28	New York	NY State Court	2017-1209	Schenectady County	Purdue Pharma LP; Purdue Pharma Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals Inc.; Janssen Pharmaceutical, Inc. n/k/a Janssen Pharmaceuticals; Endo Health Solutions Inc.; and Endo Pharmaceuticals, Inc.; Russell Portenoy, Perry Fine, Scott Fishman and Lynn Webster	6/15/2017
29	New York	NY State Court	2017-51181	Seneca County	Purdue Pharma LP; Purdue Pharma Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals Inc.; Janssen Pharmaceutical, Inc. n/k/a Janssen Pharmaceuticals; Endo Health Solutions Inc.; and Endo Pharmaceuticals, Inc.; Russell Portenoy, Perry Fine, Scott Fishman and Lynn Webster	6/7/2017
30	New York	NY State Court	2018-	St Lawrence County	Purdue Pharma LP; Purdue Pharma Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals Inc.; Janssen Pharmaceutical, Inc. n/k/a Janssen Pharmaceuticals; Endo Health Solutions Inc.; and Endo Pharmaceuticals, Inc.; Russell Portenoy, Perry Fine, Scott Fishman and Lynn Webster	1/12/2018
31	New York	NY State Court	2016-613760	Suffolk County	Purdue Pharma LP; Purdue Pharma Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals Inc.; Janssen Pharmaceutical, Inc. n/k/a Janssen Pharmaceuticals; Endo Health Solutions Inc.; and Endo Pharmaceuticals, Inc.; as well as physicians Russell Portenoy, Perry Fine, Scott Fishman and Lynn Webster	8/31/2016
32	New York	NY State Court	2017-961	Sullivan County	Purdue Pharma LP; Purdue Pharma Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals Inc.; Janssen Pharmaceutical, Inc. n/k/a Janssen Pharmaceuticals; Endo Health Solutions Inc.; and Endo Pharmaceuticals, Inc.; as well as physicians Russell Portenoy, Perry Fine, Scott Fishman and Lynn Webster	6/7/2017



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33	Pennsylvania	Delaware County	17-8095	Delaware County	Purdue Pharma L.P.; Purdue Pharma Inc.; The Purdue Frederick Company Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals Inc.; Janssen Pharmaceutica Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	9/21/2017
34	Wisconsin	EDWI	17-CV-1533	Adams County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/7/2017
35	Wisconsin	EDWI	17-CV-1664	Ashland County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/28/2017
36	Wisconsin	EDWI	17-CV-1645	Bayfield County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/28/2017
37	Wisconsin	EDWI	18-CV-0022	Brown County; Crawford County; Iron County; Juneau County; Kewaunee County; Outagamie County; Ozaukee County; Pepin County; Portage County; Racine County; Richland County; Winnebago County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	1/5/2018
38	Wisconsin	EDWI	17-CV-1647	Buffalo County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/28/2017

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39	Wisconsin	EDWI	17-CV-1648	Burnett County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/28/2017
40	Wisconsin	EDWI	17-CV-1649	Calumet County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/28/2017
41	Wisconsin	EDWI	17-CV-1650	Chippewa County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/28/2017
42	Wisconsin	EDWI	17-CV-1651	Clark County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/28/2017
43	Wisconsin	EDWI	17-CV-1538	Columbia County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/7/2017
44	Wisconsin	EDWI	17-CV-1653	Dodge County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/28/2017



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45	Wisconsin	EDWI	17-CV-1541	Door County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/7/2017
46	Wisconsin	EDWI	17-CV-1545	Douglas County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/7/2017
47	Wisconsin	EDWI	17-CV-1656	Dunn County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/28/2017
48	Wisconsin	EDWI	17-CV-1551	Eau Claire County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/7/2017
49	Wisconsin	EDWI	17-CV-1554	Florence County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/7/2017
50	Wisconsin	EDWI	17-CV-1543	Fond du Lac County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/7/2017

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51	Wisconsin	EDWI	17-CV-1658	Forest County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/28/2017
52	Wisconsin	EDWI	17-CV-1557	Grant County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/7/2017
53	Wisconsin	EDWI	17-CV-1535	Green County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/7/2017
54	Wisconsin	EDWI	17-CV-1539	Iowa County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/7/2017
55	Wisconsin	EDWI	17-CV-1544	Jackson County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/7/2017
56	Wisconsin	EDWI	17-CV-1546	Jefferson County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/7/2017



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57	Wisconsin	EDWI	17-CV-1659	Kenosha County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/28/2017
58	Wisconsin	EDWI	17-CV-1550	Langlade County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/7/2017
59	Wisconsin	EDWI	17-CV-1555	Lincoln County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/7/2017
60	Wisconsin	EDWI	17-CV-1660	Manitowoc County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/28/2017
61	Wisconsin	EDWI	17-CV-1536	Marathon County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/7/2017
62	Wisconsin	EDWI	17-CV-1661	Marinette County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/28/2017

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63	Wisconsin	EDWI	17-CV-1662	Marquette County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/28/2017
64	Wisconsin	EDWI	17-CV-1663	Monroe County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/28/2017
65	Wisconsin	EDWI	17-CV-1542	Oconto County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/7/2017
66	Wisconsin	EDWI	17-CV-1559	Oneida County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/7/2017
67	Wisconsin	EDWI	17-CV-1547	Pierce County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/7/2017
68	Wisconsin	EDWI	17-CV-1556	Price County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/7/2017



## APPENDIX 2: CURRENTLY FILED CASES

69	Wisconsin	EDWI	17-CV-1549	Rock County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/7/2017
70	Wisconsin	EDWI	17-CV-1534	Rusk County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/7/2017
71	Wisconsin	EDWI	17-CV-1537	Sauk County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/7/2017
72	Wisconsin	EDWI	17-CV-1664	Sawyer County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/28/2017
73	Wisconsin	EDWI	17-CV-1540	Shawano County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/7/2017
74	Wisconsin	EDWI	17-CV-1560	Sheboygan County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/7/2017

## APPENDIX 2: CURRENTLY FILED CASES

75	Wisconsin	EDWI	17-CV-1665	St. Croix County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/28/2017
76	Wisconsin	EDWI	17-CV-1666	Trempealeau County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/28/2017
77	Wisconsin	EDWI	17-CV-1667	Vernon County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/28/2017
78	Wisconsin	EDWI	17-CV-1548	Washburn County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/7/2017
79	Wisconsin	EDWI	17-CV-1532	Washington County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/7/2017
80	Wisconsin	EDWI	17-CV-1553	Waupaca County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/7/2017



## APPENDIX 2: CURRENTLY FILED CASES

81	Wisconsin	EDWI	17-CV-1668	Waushara County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/28/2017
82	Wisconsin	EDWI	17-CV-1558	Wood County	Purdue Pharma L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company, Inc.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc.; Endo Health Solutions Inc.; Endo Pharmaceuticals, Inc.; Dr. Perry Fine; Dr. Scott Fishman and Dr. Lynn Webster	11/7/2017

### APPENDIX 3: REPRESENTED GOVERNMENT ENTITIES

No	Entity	State
1	Bureau County	Illinois
2	Avoyelles Parish Sheriff's Office	Louisiana
3	Ashland County	Wisconsin
4	Cape May County	New Jersey
5	Bethlehem	Connecticut
6	Macon County	Illinois
7	Humboldt County	Iowa
8	Broome County	New York
9	Lincoln County	Wisconsin
10	DuPage County	Illinois
11	Delaware County	Iowa
12	Suffolk County	New York
13	Milford	Connecticut
14	Mahaska County	Iowa
15	Winnebago County	Wisconsin
16	Florence County	Wisconsin
17	Lee County	Iowa
18	Southington	Connecticut
19	Clark County	Wisconsin
20	Green County	Wisconsin
21	Sheboygan County	Wisconsin
22	Marion County	Iowa
23	Marquette County	Wisconsin
24	Kenosha County	Wisconsin
25	Bayfield County	Wisconsin
26	Town of East Hartford	Connecticut
27	Hamilton County	Iowa
28	Orange County	New York
29	Prospect	Connecticut
30	Buffalo County	Wisconsin
31	Bristol	Connecticut
32	Manitowoc County	Wisconsin
33	Marathon County	Wisconsin
34	Saint Louis County	Missouri
35	Kankakee County	Illinois
36	Sullivan County	New York
37	Oneida County	Wisconsin
38	Sawyer County	Wisconsin
39	Wolcott	Connecticut
40	Hardin County	Iowa
41	Mills County	Iowa
42	Dutchess County	New York
43	Seneca County	New York
44	Columbia County	New York
45	North Haven	Connecticut
46	Bridgeport	Connecticut
47	Lafayette Parish Sheriff's Office	Louisiana
48	Will County	Illinois
49	Ozaukee County	Wisconsin
50	Henry County	Illinois
51	Rock County	Wisconsin
52	Burnett County	Wisconsin
53	New Milford	Connecticut
54	Shelby County	Iowa
55	Outagamie County	Wisconsin
56	Buchanan County	Iowa
57	Ulster County	New York
58	Clayton County	Iowa
59	Allen Parish Sheriff's Office	Louisiana
60	Tama County	Iowa
61	Brown County	Wisconsin
62	Roxbury	Connecticut
63	Adair County	Iowa
64	Rapides Parish Sheriff's Office	Louisiana
65	Rockland County	New York
66	Jasper County	Iowa
67	Pepin County	Wisconsin
68	Audubon County	Iowa
69	Boone County	Illinois
70	Monroe County	Wisconsin
71	Green County	New York
72	Wood County	Wisconsin
73	McHenry County	Illinois
74	Adams County	Iowa
75	Waupaca County	Wisconsin
76	Washburn County	Wisconsin
77	Shawano County	Wisconsin
78	Sioux County	Iowa



### APPENDIX 3: REPRESENTED GOVERNMENT ENTITIES

79	Dunn County	Wisconsin
80	Racine County	Wisconsin
81	Stephenson County	Illinois
82	St. Croix County	Wisconsin
83	Juneau County	Wisconsin
84	Pierce County	Wisconsin
85	East Hartford	Connecticut
86	The Board of Commissioners of the County of Allen	Indiana
87	Johnson County	Iowa
88	Southbury	Connecticut
89	Polk County	Iowa
90	Marquette County	Wisconsin
91	Lyon County	Iowa
92	Kane County	Illinois
93	Fond du Lac County	Wisconsin
94	Calhoun County	Iowa
95	Iowa County	Wisconsin
96	Oconto County	Wisconsin
97	Oswego County	New York
98	Barron County	Wisconsin
99	Dodge County	Wisconsin
100	Trempealeau County	Wisconsin
101	West Haven	Connecticut
102	Waterbury	Connecticut
103	Sauk County	Wisconsin
104	Monroe County	Iowa
105	County of Anoka, Minnesota	Minnesota
106	Buena Vista County	Iowa
107	Forest County	Wisconsin
108	Crawford County	Wisconsin
109	West Carroll Parish Sheriff's Office	Louisiana
110	Douglas County	Wisconsin
111	Iron County	Wisconsin
112	Jackson County	Wisconsin
113	Cook County	Illinois
114	Portage County	Wisconsin
115	Plymouth County	Iowa
116	Dallas County	Iowa
117	Cedar County	Iowa
118	Champaign County	Illinois
119	Columbia County	Wisconsin
120	Clay County	Iowa
121	Schenectady County	New York
122	Price County	Wisconsin
123	Fayette County	Iowa
124	O'Brien County	Iowa
125	Chippewa County	Wisconsin
126	Erie County	New York
127	Sac County	Iowa
128	Richland County	Wisconsin
129	Taylor County	Iowa
130	Middlebury	Connecticut
131	Washington County	Wisconsin
132	Langlade County	Wisconsin
133	Rusk County	Wisconsin
134	Montgomery County	Iowa
135	Vernon County	Wisconsin
136	Calumet County	Wisconsin
137	Door County	Wisconsin
138	Benton County	Iowa
139	Winneshiek County	Iowa
140	Bremer County	Iowa
141	Mecklenberg County	North Carolina
142	Adams County	Wisconsin
143	Mitchell County	Iowa
144	Scott County	Iowa
145	Jefferson County	Wisconsin
146	Carroll County	Iowa
147	Pottawattamie County	Iowa
148	Black Hawk County	Iowa
149	East Carroll Parish Sheriff's Office	Louisiana
150	Kewaunee County	Wisconsin
151	Clinton County	Iowa
152	Grant County	Wisconsin
153	Wyoming County	New York
154	Eau Claire County	Wisconsin
155	Waushara County	Wisconsin
156	Beacon Falls	Connecticut

### APPENDIX 3: REPRESENTED GOVERNMENT ENTITIES

157	Fairfield	Connecticut
158	Naugatuck	Connecticut
159	Newton	Connecticut
160	Oxford	Connecticut
161	Shelton	Connecticut
162	Thomaston	Connecticut
163	Tolland	Connecticut
164	Torrington	Connecticut
165	Woodbury	Connecticut
166	Hillsborough County	Florida
167	Platt County	Illinois
168	Calcasieu Parish Sheriff's Office	Louisiana
169	E Baton Rouge Parish Sheriff's Office	Louisiana
170	Evangeline Parish Sheriff's Office	Louisiana
171	Jefferson Davis Parish Sheriff's Office	Louisiana
172	Ouachita Parish Sheriff's Office	Louisiana
173	Sabine Parish Sheriff's Office	Louisiana
174	Tunica-Biloxi Tribe	Louisiana
175	Vernon Parish Sheriff's Office	Louisiana
176	Washington Parish Sheriff's Office	Louisiana
177	Fulton County	New York
178	St Lawrence County	New York
179	Lucas County	Ohio
180	Bensalem Township	Pennsylvania
181	Dauphin County	Pennsylvania
182	Delaware County	Pennsylvania
183	Pike County	Pennsylvania

## **APPENDIX 4**

### **Insurance Certification Form**

RFP Title: Request for Proposals for Special Counsel Legal Services for Opioid Epidemic Investigation and Potential Litigation  
Proposal Number: BC-04-30-18-35  
Opening Date: April 30, 2018 @ 2:00 PM

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**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 insurance 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**

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Business Auto: Indicate Best Rating: **A+**  
Indicate Best Financial Classification: **XV**

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Professional Liability: Indicate Best Rating: **A**  
Indicate Best Financial Classification: **XIV to XV (2nd layer)**

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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:

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.



RFP Title: Request for Proposals for Special Counsel Legal Services for Opioid Epidemic Investigation and Potential Litigation  
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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 Leon County. At the option of Leon County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Leon 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.

John Hopkins, j.hopkins@searcylaw.com, 2139 Palm Beach Lakes Blvd, 33478

Claims will be directed to John Hopkins (person/agency) at \_\_\_\_\_ ( address/fax/e-,mail) for investigation and appropriate handling.

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	<u>John Hopkins</u> Typed or Printed	Signature	<u>John Hopkins</u> Digitally signed by John Hopkins Date: 2018.04.24 13:25:41 -04'00'
Date	<u>04/24/2018</u>	Title	<u>Searcy Denney Risk Manager</u> (Company Risk Manager or Manager with Risk Authority)

## **APPENDIX 5**

**Certification Regarding Disbarment, Suspension, And Other  
Responsibility Matters**

**Primary Covered Transactions**

RFP Title: Request for Proposals for Special Counsel Legal Services for Opioid Epidemic Investigation and Potential Litigation  
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**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 judgment 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 statutes 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

\_\_\_\_\_  
Shareholder  
Title

\_\_\_\_\_  
Searcy, Denney, Scarola, Barnhart & Shipley, P.A.  
Contractor/Firm

## **APPENDIX 6**

### **Drug-Free Workplace Form**



RFP Title: Request for Proposals for Special Counsel Legal Services for Opioid Epidemic Investigation and Potential Litigation  
Proposal Number: BC-04-30-18-35  
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**DRUG-FREE WORKPLACE FORM**

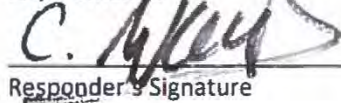
The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

Searcy, Denney, Scarola, Barnhart & Shipley, P.A.

(Name of Business)

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 response/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 response/bid, the employee 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 (Florida Statutes) 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 abuse assistance or rehabilitation program if such is available in the employee's community, or 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 that this firm complies fully with the above requirements.

  
\_\_\_\_\_  
Responder's Signature

April 30, 2018  
Date

## **APPENDIX 7**


### **Additional Forms**

RFP Title: Request for Proposals for Special Counsel Legal Services for Opioid Epidemic Investigation and Potential Litigation  
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**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: Shareholder  
Firm: Searcy, Denney, Scarola, Barnhart & Shipley, P.A.  
Address: 517 N. Calhoun Street, Tallahassee, FL 32301-1231

RFP Title: Request for Proposals for Special Counsel Legal Services for Opioid Epidemic Investigation and Potential Litigation  
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**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: Searcy, Denney, Scarola, Barnhart & Shipley, P.A.

Signature: [Signature]

Title: Shareholder

STATE OF Florida  
COUNTY OF Leon

Sworn to and subscribed before me this 30th day of April, 2018

Personally known ✓

[Signature]  
NOTARY PUBLIC

OR Produced identification \_\_\_\_\_

Notary Public - State of FL



My commission expires: \_\_\_\_\_

(Type of Identification)

Joanne B. Cline  
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.**



RFP Title: Request for Proposals for Special Counsel Legal Services for Opioid Epidemic Investigation and Potential Litigation  
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### 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:

- 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
- Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- 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 and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: <b>Searcy, Denney, Scarola, Barnhart &amp; Shipley, P.A.</b>	
Current Local Address: <b>The Towle House 517 N. Calhoun Street Tallahassee, FL 32301-1231</b>	Phone: <b>(850) 224-7600</b> Fax: <b>(561) 383-9446</b>
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: <b>The Tallahassee address is the home office for Cameron Kennedy, Primary Contact. The firm's home office is located at 2139 Palm Beach Lakes Blvd., West Palm Beach, FL 33409-6601</b>	Phone: <b>(561) 686-6300</b> Fax: <b>(561) 383-9498</b>

  
Signature of Authorized Representative

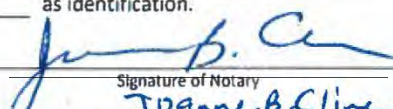
**4/30/18**  
Date

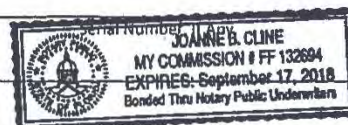
STATE OF Florida  
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 30th day of April, 20 18  
By Cameron M. Kennedy of Searcy Denney Scarola Barnhart & Shipley, PA  
(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.

Return Completed form with supporting documents to:

Leon County Purchasing Division  
1800-3 N. Blair Stone Road  
Tallahassee, Florida 32308

  
Signature of Notary  
**Joanne B. Cline**  
Print, Type or Stamp Name of Notary  
\_\_\_\_\_  
Title or Rank



RFP Title: Request for Proposals for Special Counsel Legal Services for Opioid Epidemic Investigation and Potential Litigation  
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**NON-COLLUSION AFFIDAVIT**

I, Cameron M. Kennedy of the city of Tallahassee, Florida according to law on my oath, and under penalty of perjury, depose and say that:

1. I am Cameron M. Kennedy  
of the firm of Searcy, Denney, Scarola, Barnhart & Shipley, P.A.  
in response to the Request for Proposals for:

Special Counsel Legal Services for Opioid Investigation and Potential Litigation for Leon County,  
and that I executed the said proposal with full authority to do so.

2. This response has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor; and, no attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;

3. The statements contained in this affidavit are true and correct, and made with full knowledge that Leon County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

C. M. Kennedy  
(Signature of Responder)

4/30/18  
(Date)

STATE OF FLORIDA  
COUNTY OF Leon

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_ who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this 30th day of April 2018.

NOTARY PUBLIC Joanne B. Cline

My Commission Expires: \_\_\_\_\_





# *State of Florida*

## *Department of State*

I certify from the records of this office that SEARCY, DENNEY, SCAROLA, BARNHART, & SHIPLEY, P.A. is a corporation organized under the laws of the State of Florida, filed on December 28, 1976.

The document number of this corporation is 522615.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on March 9, 2018, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-fifth day of April, 2018*



*Ken Detjen*  
**Secretary of State**

Tracking Number: CU2640055639

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## Fictitious Name Detail

### Fictitious Name

SEARCY DENNEY

### Filing Information

Registration Number G17000009730

Status ACTIVE

Filed Date 01/26/2017

Expiration Date 12/31/2022

Current Owners 1

County PALM BEACH

Total Pages 1

Events Filed NONE

FEI/EIN Number 59-1720203

### Mailing Address

2139 PALM BEACH LAKES BLVD.  
WEST PALM BEACH, FL 33409

### Owner Information

SEARCY, DENNEY, SCAROLA, BARNHART, & SHIPLEY, P.A.  
2139 PALM BEACH LAKES BLVD.  
WEST PALM BEACH, FL 33409  
FEI/EIN Number: 59-1720203  
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## Fictitious Name Detail

### Fictitious Name

SEARCYLAW.COM

### Filing Information

**Registration Number** G17000009732  
**Status** ACTIVE  
**Filed Date** 01/26/2017  
**Expiration Date** 12/31/2022  
**Current Owners** 1  
**County** PALM BEACH  
**Total Pages** 1  
**Events Filed** NONE  
**FEI/EIN Number** 59-1720203

### Mailing Address

2139 PALM BEACH LAKES BLVD.  
WEST PALM BEACH, FL 33409

### Owner Information

SEARCY, DENNEY, SCAROLA, BARNHART, & SHIPLEY, P.A.  
2139 PALM BEACH LAKES BLVD.  
WEST PALM BEACH, FL 33409  
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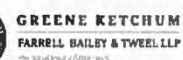
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Florida Department of State, Division of Corporations

Proposal Number: BC-04-30-18-35

# REQUEST FOR PROPOSALS RESPONSE: LEON COUNTY OPIOID LITIGATION

**PARKS LAW, LLC**



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## CONTACT:

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PARKS LAW, LLC  
240 MAGNOLIA DRIVE  
TALLAHASSEE, FL 32301  
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DPARKS@DARYLPARKS.COM

## CONTACT:

PETER MOUGEY  
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316 S. BAYLEN STREET, SUITE 600  
PENSACOLA, FL 32502  
(850) 435-7068

OPIOIDMAIL@LEVINPAPANTONIO.COM

# REQUIRED SUBMITTALS

## A. Business Information

### 1. Firm name or Joint Venture, business address and office location, telephone number.

#### PRIMARY CONTACTS:

Daryl Parks  
Parks Law, LLC  
240 Magnolia Drive  
Tallahassee, FL 32301  
(850) 222-3333  
DParks@DarylParks.com

Peter Mougey  
Levin Papantonio  
316 South Baylen, Suite 600  
Pensacola, FL 32502  
(850) 435-7068  
OpioidMail@LevinPapantonio.com

### 2. If a joint venture, list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) of each firm.

Parks Law and Levin Papantonio are two members of a seven-firm Legal Team. Our Legal Team consists of the following nationally-recognized law firms:

- Parks Law, LLC
- Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, PA
- Baron & Budd, PC
- Greene, Ketchum, Farrell, Bailey & Tweel, LLP
- McHugh Fuller Law Group, PLLC
- Hill, Peterson, Carper, Bee & Dietzler, PLLC
- Powell & Majestro, PLLC

The members of our Legal Team are all trial law firms who specialize in pharmaceutical litigation. While all members of our Legal Team have a history of pursuing these types of cases, Levin Papantonio and Baron & Budd are widely considered giants in the world of mass torts and complex litigation and have been leaders in national lawsuits going back to the days of asbestos and tobacco. Additionally, several of our firms are located in Southern West Virginia – the area that is largely viewed as the epicenter of the opioid epidemic – and they have seen the effects of this public health crisis first-hand and are some of the innovators of this litigation.

Following is a brief biography of each of the law firms that comprise our Legal Team:

#### **Parks Law ParksCrump.com**

Attorney Daryl D. Parks, a Haines City, Florida native, is the managing partner at the Parks and Crump, LLC law firm. He has distinguished himself as a successful litigator, masterful courtroom attorney, accomplished business owner, and servant of the people. As a servant to the people, the firm of Parks and Crump represented Martin Anderson, the black teen who died while in a boot-camp youth detention center. The law firm won the Anderson family \$7.2 million in damages from the State of Florida and Bay County, the largest amount ever paid by the State of Florida in an individual wrongful death case. The Trayvon Martin case catapulted Attorney Parks and the Parks and Crump law firm to international heights. Parks has appeared nationally on



MSNBC, Fox News, CNN, and Dr. Phil.

**Levin Papantonio:**  
**Levinlaw.com**

Levin Papantonio was established in 1955 and is "AV" rated with nearly 40 attorneys and more than 150 support staff. In the past 25 years the firm has received more than 150 jury verdicts throughout the country in the amount of \$1 million or more each and has achieved verdicts and settlements in excess of \$3 billion. Two of its attorneys have been inducted into the National Trial Lawyer Hall of Fame and four have been listed in Best Lawyers in America. The firm pioneered the tobacco litigation and, recently, victories by Levin Papantonio attorneys, including Mike Papantonio and Jeff Gaddy, in the nationwide DuPont C8 litigation helped bring about a \$670 million settlement in February 2017. The firm's attorneys have been profiled by the New York Times, Los Angeles Times, Forbes, Time Magazine, Newsweek, Fox News, ABC News, CNN, The American Lawyer, and the National Law Journal. Firm attorneys are routinely called upon to speak at industry and legal education seminars across the nation.

Levin Papantonio is a nationally recognized litigation firm that has built a reputation on its willingness to litigate to verdict complex disputes against some of the world's largest companies. The firm routinely litigates cases that require thousands of attorney hours and millions in expenses.

**Baron & Budd:**  
**Baronandbudd.com**

Baron & Budd, PC is a professional corporation that was founded in 1977 with offices in Dallas and Austin, Texas; Baton Rouge and New Orleans, Louisiana; and, Los Angeles and San Diego, California. Baron & Budd is one of the largest and most accomplished plaintiffs' law firms in the country. The firm employs 55 attorneys and 121 support staff, which includes paralegals, legal secretaries, technical support personnel and accounting personnel.

For nearly 40 years, Baron & Budd has represented individuals, businesses, and public entities in matters from coast to coast. The firm's experience and capacity in complex litigation are virtually unmatched. Its primary focus is on representing plaintiffs on a contingency fee basis, and its significant areas of litigation include environmental damages cases, occupational and environmental injury cases, property damage claims, pharmaceutical injury cases, investor protection, consumer protection, and class action litigation.

**Greene Ketchum:**  
**greeneketchum.com**

Greene, Ketchum, Farrell, Bailey & Tweel LLP is a West Virginia limited Liability partnership originally founded in 1955 in Huntington, West Virginia. The law firm has 5 trial attorneys licensed in West Virginia, Ohio, and Kentucky with 6 members of the support staff and is considered one of the most experienced regional firms in the fields of medical malpractice and coal mining accidents. Greene Ketchum partner Paul Farrell recently served as liaison counsel and trial counsel for the transvaginal mesh MDL assigned to Charleston, West Virginia. Greene Ketchum played a prominent role in the financing and litigation of thousands of asbestos cases over the past 30 years.

Greene Ketchum attorneys have successfully tried numerous civil cases to verdict in state and federal courts. Their skilled advocacy has returned millions of dollars in verdicts for their clients in both trial settings and settlements. The firm's attorneys have been recognized by legal

organizations for excellence and included in The National Advocates Top 100 Trial Lawyers and West Virginia Super Lawyers®.

**McHugh Fuller:**  
**mchughfuller.com**

McHugh Fuller Law Group, established in 2006, is a trial firm based out of Hattiesburg, Mississippi that specializes in complex litigation and trials in the health and medical fields. With 8 attorneys and 27 support staff, the firm functions as an elite trial team made up of experienced litigators and legal writers.

The attorneys at McHugh Fuller are admitted to practice law in eighteen states including Tennessee, Alabama, Arkansas, Florida, Georgia, Illinois, Kentucky, Michigan, Mississippi, Missouri, New Hampshire, New York, Ohio, Oklahoma, Pennsylvania, Texas, West Virginia, Wisconsin, as well as the District of Columbia. Our lawyers have tried hundreds of cases, obtaining multi-million-dollar verdicts in courts throughout the country. The attorneys at McHugh Fuller have amassed over three-hundred million dollars in jury verdicts alone and have successfully handled appeals before State Supreme Courts and Courts of Appeal in seven states, numerous Federal District Courts, the U.S. Courts of Appeal for the Fourth, Fifth, and Eleventh Circuits, and the United States Supreme Court. Most of the attorneys have A-V ratings and many have received recognition by various groups and publications as being top in their field of practice.

**Hill Peterson:**  
**hpcbd.com**

The Law Firm of Hill, Peterson, Carper, Bee & Deitzler was founded in 1980 by Senior Partner, R. Edison Hill. Located in Charleston, West Virginia, the firm is structured with 5 Partners, 3 Associate Attorneys and 15 Staff Members. Our attorneys have extensive legal experience both in and out of the courtroom along with a broad network of resources to undertake a wide variety of complicated claims including, but not limited to Mass Torts and Class Action Litigation, Defective Drug Litigation, and Opioid Distribution Liability.

Hill Peterson's attorneys were awarded the prestigious Trial Lawyer of the Year award by Public Justice in 2005 for their work on the successful class action litigation Leach, et al. v. E. I. du Pont de Nemours and Company involving representation of plaintiffs who suffered various cancers and other illnesses due to exposure through drinking water to the chemical ammonium perfluorooctanoate ("PFOA" or "C-8"), a chemical utilized in the manufacture of Teflon. The firm's attorneys also served on the Plaintiffs Steering Committee for In re: E. I. DuPont de Nemours and Company C-8 Personal Injury Litigation, which has reached a global settlement of close to \$1 billion. Hill, Peterson, Carper, Bee & Deitzler, PLLC, has been designated by "Benchmark Plaintiff" (The Definitive Guide to American Leading Plaintiff Firms & Attorneys) as one of West Virginia's three top and "highly recommended" litigation law firms.

**Powell & Majestro:**  
**powellmajestro.com**

Since 2002, the attorneys of Powell & Majestro, PLLC have been protecting the interests of individuals, families, and businesses in West Virginia, as well as handling complex litigation nationwide. Our three attorneys and two support staff have years of experience in complex litigation. The firm's practice areas include Consumer Protection, Maritime Law, Products Liability, Workplace Injuries, and Consumer Debt.



**3. Address of the office that is to perform the work.**

**PRIMARY OFFICES:**

Daryl Parks  
Parks Law, LLC  
240 Magnolia Drive  
Tallahassee, FL 32301  
(850) 222-33333  
DParks@DarylParks.com

Peter Mougey  
Levin Papantonio  
316 South Baylen, Suite 600  
Pensacola, FL 32502  
(850) 435-7068  
OpioidMail@LevinPapantonio.com

**4. Federal Identification Tax Number or Social Security Number.**

Parks Law, LLC EIN: 82-2381321

Levin Papantonio EIN: 59-1266412

**5. Name of Primary Contact for this solicitation/contract and contact information, including telephone and email address.**

**PRIMARY CONTACTS:**

Daryl Parks  
Parks Law, LLC  
240 Magnolia Drive  
Tallahassee, FL 32301  
(850) 222-33333  
DParks@DarylParks.com

Peter Mougey  
Levin Papantonio  
316 South Baylen, Suite 600  
Pensacola, FL 32502  
(850) 435-7068  
OpioidMail@LevinPapantonio.com

**B. Minimum Qualifications/Requirements**

**1. A detailed submittal of the responding attorney's and/or team's experience in providing the required services;**

As mentioned herein, the firms in our Legal Team currently represent more than 460 local governments in opioid litigation. To support this effort, we have collectively committed more 30 attorneys dedicated to work full time on the opioid litigation.

Because the firms in our Legal Team pioneered the pursuit of cases against the wholesale distributors in addition to the manufacturers of opioids, we have developed that aspect of the case significantly. Of note, we have consulted with and retained numerous seasoned veterans of the DEA with experience and knowledge of the breach of legal duties at the heart of the opioid epidemic. These experts are working exclusively with our Legal Team and will opine regarding the responsibilities of prescription opioid manufacturers and distributors to guard against the diversion of opioids into illicit channels. A number of these experts were recently featured in a 60 Minutes expose that aired on CBS, highlighting the nefarious conduct of the pharmaceutical distributors. Those former agents have agreed to testify exclusively for our Legal Team.

Over and above the former DEA agents, we have also already retained a number of the country's preeminent experts in the fields of addiction medicine, pain management, epidemiology, public health, urban and rural blight, the economics of addiction, and other fields (e.g. Presidents of Medical Schools, Universities, and Pharmacy Schools as well as the heads of several governmental agencies), many of whom have been published extensively on the subject of the opioid epidemic.

One of our key focuses has been developing the evidence and expert support for the link between prescription opioid use and ultimate heroin and fentanyl use. Establishing the links between abuse of prescription opioids and ultimate abuse of heroin and fentanyl – and the defendants' knowledge of that risk – will be of significant importance to make sure that the County's damages are not capped at merely the harms caused by direct prescription opioid use and abuse, but also include the significant and increasing harms caused by the growing (and consequential) addiction to and abuse of heroin and fentanyl.

## **2. All participating attorneys' curriculum vitae**

Attorney biographies are attached as **EXHIBIT A**.

## **3. The responding attorney(s)' Florida Bar numbers(s) and other applicable license numbers**

Parks Law and Levin Papantonio certify that all the attorneys who would work on Leon County's opioid litigation are licensed and in good standing with their respective state Bar Associations.

Parks Law and Levin Papantonio further certify that numerous members of the Legal Team, including Mike Papantonio, Troy Rafferty, Peter Mougey, Ned McWilliams, Jeff Gaddy, and Daryl Parks, are licensed with the Florida Bar and are members in good standing.

The non-Florida attorneys involved in the case certify that they will follow the Florida Rules of Professional Conduct and any applicable local rules for appearances in which they are representing the interests of Leon County.

## **4. Demonstration of financial ability to support the full costs of litigation throughout trial and any potential appellate processes**

There should be no doubt our Legal Team possesses the resources to adequately carry out this litigation from beginning to end. Our Legal Team consists of seven highly successful national law firms, whose business models consist of fronting thousands of attorney hours and millions of dollars in costs in exchange for being compensated via a contingency fee. The firms included in this Legal Team have taken on and defeated Big Tobacco, Asbestos, BP, and numerous pharmaceutical and medical device giants, such as Bayer, Merck, Johnson & Johnson, Abbvie, Stryker, and Roche. This case is receiving our utmost attention and we have and will continue to devote significant manpower and financial resources in our effort to hold the pharmaceutical industry accountable for the harm caused by their actions and inactions.

The financial resources of our Legal Team are robust. All seven Legal Team firms have long histories of success and profitability, and several of our firms have established lines of credit that ensure that we are financially capable of handling even the most complex and costly cases from outset to conclusion. As discussed herein, we have already retained a stable of experts to develop the legal, factual, and damages theories, and we will continue to retain additional experts as needed to prove the County's claims.

**5. The legal theories advanced by the attorneys/firms in other opioid litigation, the jurisdictions wherein opioid related complaints were filed, and the disposition of any cases handled and, if relevant, a description of damages negotiated/awarded or other relief obtained should be stated.**



The manufacturers and distributors of prescription opioids have created this opioid epidemic by generating a population that is physically and psychologically dependent on opioids (the demand) and conspiring to provide floods of prescription opioids which are not medically necessary and will ultimately become available for illicit use or sale (the supply).

These manufacturers and distributors have been repeatedly investigated and sanctioned by regulators for abdicating their legal duties. For example, within the last several years alone, the largest opioid distributors in the nation, as well as certain manufacturers, have been fined hundreds of millions of dollars for their failure to report suspicious orders to the DEA and prevent diversion of these dangerous drugs. Many of these same defendants have been subject to prior litigation by states and counties arising out of the prescription opioid crisis.

However, the fines and prior litigation have not stopped the flood of opioids into our communities and have provided little - if any - relief to our communities.

For years, the distributors and manufacturers of prescription opioids have failed to report or halt suspicious orders, while funneling millions of pills into our communities

To understand why these companies are liable for the epidemic that is crippling our country, it is helpful to know how the system of drug distribution is designed to work.

#### **1970 CONTROLLED SUBSTANCES ACT (CSA)**

Congress enacted this law to create a "closed system" for the distribution of controlled substances and designed to prevent diversion of legally produced substances into illicit markets. This act stripped the manufacturers of the ability to sell directly to retailers and created a link in the distribution chain between Big Pharma and pharmacies.

With this act, distributors and manufacturers became legally bound to identify, investigate, and report suspicious orders of opioids to authorities. These distributors and manufacturers have access to nonpublic data showing the volume and pattern of opioid sales nationwide and have a legal duty to spot and report red flags in the distribution chain to authorities and to halt suspicious orders before shipment.

These pharmaceutical companies are supposed to serve as the gatekeepers - the watch dogs - for preventing opioid abuse. However, for years, the distributors and manufacturers of prescription opioids have failed to report or halt suspicious orders, while continuously funneling millions of pills into communities.

Distributors and manufacturers of prescription opioids have aggressively sought to bolster their revenue, increase profit, and grow their share of the prescription painkiller market by unlawfully and surreptitiously increasing the volume of opioids they sell. Distributors and manufacturers of opioids systematically and fraudulently violated their statutory duties to prevent diversion of their drugs and to notify the DEA of suspicious orders. Through their scheme, the distributors and manufacturers of opioids repeatedly engaged in unlawful sales of painkillers, which, in turn, artificially and illegally increased the annual production quotas for opioids allowed by the DEA. In doing so, the manufacturers and distributors allowed hundreds of millions of pills to enter the illicit market, allowing them to generate obscene profits.

Additionally, the opioid manufacturers conducted a marketing scheme designed to persuade doctors and patients that opioids can and should be used for chronic pain, resulting in



opioid treatment for a far broader group of patients who are much more likely to become addicted and suffer other adverse effects from the long-term use of opioids.

The links between over-prescription and distribution of prescription opioids and opioid abuse, and between opioid abuse and addiction and ultimate heroin and/or fentanyl abuse and addiction have long been known to opioid manufacturers and distributors. They should be held liable for their role in creating and fueling this epidemic and all its attendant harms.

### **Distributor Defendants**

The pharmaceutical distributors are the first line of defense and are supposed to play the role of "beat cops" in preventing the flow of controlled substances to illegitimate uses that can lead to abuse, addiction and blight.

Distributors are legally required to be on alert for suspicious orders by pharmacies – such as unusual size, frequency, or pattern – and to report these to the relevant authorities to be investigated.

Rather than controlling the flow of pills and alerting authorities to suspicious orders, the distributors have chosen to abuse their privileged position, lining their pockets by shipping massive quantities of drugs to pharmacies and dispensaries. They have breached the very industry standards they helped enact and that has led to our present-day epidemic.

McKesson, Cardinal, and their distributor cronies admit that they are the gatekeepers for preventing opioid abuse, stating: "distributors are uniquely situated to perform due diligence in order to help support the security of the controlled substances. . . and reduce the possibility that controlled substances within the supply chain will reach locations they are not intended to reach." The distributors make this admission in the Industry Compliance Guidelines they themselves created to comply with legal mandates – and then wholly ignored.

Federal and state laws give cities and counties the means to hold these distributors accountable for their actions and to stop the influx of these powerful drugs.

We propose that the County initially sue the "Big Three" opioid distributors: McKesson Corporation, Cardinal Health, and AmerisourceBergen. Other distributors would be added as defendants after we further analyze the "ARCOS" data, which is necessary to discover these defendants' identities. Judge Polster has ordered the ongoing dissemination of the ARCOS data.

### **Manufacturer Defendants**

Manufacturers of controlled substances are under the same legal obligations as distributors to prevent drug diversion and are also required to notify DEA of suspicious orders. But they don't. In July of 2017, the DEA for the first time sanctioned an opioid manufacturer for failing to report suspicious opioid orders. Pursuant to a memorandum of understanding between manufacturer Mallinckrodt and the DEA, Mallinckrodt paid a \$35 million civil penalty for violating federal laws that mandate suspicious order reporting.

### **CHARGEBACK SYSTEM/SCHEME**

Mallinckrodt was caught operating what is known in the industry as a "chargeback" system. Mallinckrodt sold opioids to a wholesale distributor at a higher than usual price, and then offered

the distributor a substantial rebate in exchange for the distributor's downstream customer sales information or "chargeback data". This chargeback data allows manufacturers, like Mallinckrodt, to obtain knowledge of suspicious opioid orders.

The "chargeback" system is not unique to Mallinckrodt. An investigation performed by our Consortium has discovered that this practice is widespread throughout the industry, and that manufacturers have embraced shipping suspicious orders of opioids as an integral part of their business model. Therefore, manufacturers of opioids such as Purdue Pharma, Teva, Endo, Cephalon, and Janssen may also be liable for opioid-related damages.

### **FALSE AND DECEPTIVE MARKETING CLAIMS**

Before the 1990s, generally accepted standards dictated that patients should only use opioids short- term for acute pain. The use of opioids for chronic pain was discouraged or even prohibited due to evidence of patients developing a tolerance to opioids which lead to the serious risk of addiction and other side effects.

We propose that the County initially sue the six major manufacturers of prescription opioids, Purdue Pharma, Cephalon, Janssen, Endo, Activis, Mallinckrodt, as well as their subsidiary, parent, and sister corporations, with the possibility of adding additional manufacturers as more data becomes available.

### **Causes of Action**

We propose filing an action against the manufacturers and distributors of prescription opioids in federal court for violating their duties under federal and Florida drug laws. Through the following claims we will demand that the mega-corporations who caused this epidemic fund the clean-up efforts.

### **PUBLIC NUISANCE**

Manufacturers and distributors of opioids have created an epidemic within our cities and counties and we will demand that they fund the abatement of this nuisance.

### **FALSE AND FRAUDULENT MARKETING**

Manufacturers of opioids may be held liable for their false and fraudulent marketing activities that have directly led to and exacerbated the opioid epidemic. Claims here include negligent misrepresentation, civil conspiracy, fraud and fraudulent misrepresentation.

### **RICO (RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT)**

Additionally, as more information becomes available on the distribution methods of opioid distributors and manufacturers, it becomes clearer that these entities were working hand-in-hand to maximize their profits at the expense of the health and well-being of American citizens. The federal RICO statute is the perfect tool to hold them accountable for the harm they have caused.

### **NEGLIGENCE**

Finally, distributors and manufacturers also face liability for negligence. Federal regulations require distributors and manufacturers of opioids to be on the lookout for, detect, and report



suspicious orders of opioids.

We would also allege claims of civil conspiracy and violations of the Florida Deceptive and Unfair Trade Practices Act.

Distributors and manufacturers violated industry standards of care by breaching their duty to identify and report suspicious opioid orders to the DEA or other relevant state agencies. There is no doubt that these violations directly contributed to the opioid epidemic that is running rampant across the nation, and without question, substantial damages have been incurred by cities and counties.

These costs should be borne by the negligent distributor and manufacturer defendants.

### **Damages**

We will seek to recover the funds the County has already spent addressing the crisis through expenses related to substance abuse education, prevention, and treatment, first responders, medical examiner's office, public hospitals, law enforcement and incarceration, and child welfare, as well as seek to recover for categories of damages, such as urban or rural blight and lost tourism revenues. We will also address damages in a prospective manner, because the County will need resources for years to come in order to abate the opioid epidemic. We will ask (and then answer) the question: "How much money will it take to put Leon County back into the position that it was in before the opioid crisis began?" Our proposed damage model seeks to fund education, law enforcement, and addiction treatment on a going forward basis.

### **Settlement Strategies**

The presiding MDL judge, Judge Polster, had previously directed the defendants and plaintiffs to work together to achieve an early and global settlement of the opioid epidemic actions.

However, those efforts have not made significant progress. Because of this, Judge Polster has issued a Case Management Order and we are actively working up a number of initial cases for trial. We believe that getting the facts of these cases in front of a jury will be the most effective way to get the most effective award for our clients.

Because of our strong leadership position in the MDL and our extensive research on the opioid epidemic to date, we are in a position to protect the interests of our clients and make sure that any proposed settlement adequately and fairly provides the necessary relief. However, we are well aware that in prior opioid litigation, some cases have been resolved too quickly and for little meaningful relief. Well researched, comprehensive damage models will show the defendants how significant their exposure is and ensure that any settlement offer is evaluated on its true merits.

### **C. Experience & Organizational Structure**

1. Provide information about the attorneys/firms that will be actively involved in the work contemplated in this solicitation as well as the jurisdictions in which they are admitted to practice law and documentation reflecting how their experience ties into the work contemplated in this solicitation.



# // KEY ATTORNEYS ON OUR TEAM

Long form CVs/Biographies are attached as **Exhibit A**

## PARKS LAW



### **Daryl Parks**

Daryl D. Parks undergraduate degree was in both economics and political science. Both degrees have served him well as a successful attorney. His success as a lawyer and business man can be simply described: Advocate for the least of these. To that end, Parks and his firm enjoy a national reputation for their firm's strength and success because of the firm's commitment to diversity in its workforce and commitment to the community.

As an attorney, Daryl Parks and his law firm, Parks and Crump, L.L.C., have distinguished themselves as successful litigators and masterful courtroom attorneys. Parks' doggedness to protect and defend his clients best interests has gained Daryl Parks great notoriety and appearances on national television broadcasts to include MSNBC, Fox News, CNN, and Dr. Phil.

## LEVIN PAPANTONIO



### **Mike Papantonio**

Mike Papantonio is a senior partner with the law firm of Levin Papantonio. He has received numerous multi-million dollar verdicts on behalf of victims of corporate malfeasance. His award-winning work handling thousands of mass tort cases throughout the nation has helped make Levin Papantonio one of the largest plaintiff law firms in the country.

Mr. Papantonio is a Board Certified Civil Trial Lawyer by the Florida Bar and the National Board of Trial Advocacy. He is a fellow in the International Academy of Trial Lawyers and the International Society of Barristers. He is a member of The National Trial Lawyers (past president), American Board of Trial Advocates, the American Association for Justice, the Southern Trial Lawyers Association, and the Florida Justice Association (where he served on the board of directors for five years).

Mr. Papantonio is one of the few living attorneys inducted into the Trial Lawyer Hall of Fame. He is listed in the publications Best Lawyers in America and Leading American Attorney.



### **Troy Rafferty | Plaintiffs' Co-Liaison Counsel** (NATIONAL PRESCRIPTION OPIATE LITIGATION MDL No. 2804)

Troy Rafferty is a shareholder at Levin, Papantonio. He litigates mass tort, pharmaceutical, and major personal injury cases throughout the country.

Mr. Rafferty has been appointed to handle some of the nation's largest pharmaceutical and mass tort cases. He has been appointed to serve on many Plaintiffs' Steering Committees including the national Vioxx Litigation which resulted in a \$4.7 billion settlement and the national Zyprexa Litigation which resulted in a \$700 million settlement. Mr. Rafferty was also one of the leading attorneys in the national Rezulin Litigation. He and his partner obtained a \$40 million judgement for a woman who took this diabetes drug. Mr. Rafferty has successfully tried numerous complex pharmaceutical cases throughout the country and currently serves as the Plaintiff's Co-Liaison Counsel in the National Prescription Opiate Litigation MDL.



### **Peter Mougey | Plaintiffs' Executive Committee** (NATIONAL PRESCRIPTION OPIATE LITIGATION MDL No. 2804)

Peter J. Mougey is a partner and head of the Securities & Business Litigation Department with Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, PA located in Pensacola, Florida. Mr. Mougey has 20 years of experience successfully litigating complex, high-profile cases including financial fraud, corporate misconduct, business torts, and securities fraud. He has represented hundreds of governmental entities, including cities, counties, pension plans, public utilities, and hospitals in addition to more than 2,500 individual victims of financial fraud.

Mr. Mougey has both an undergraduate degree in finance and an MBA with extensive experience in financial and mathematical modeling and quantitative analyses in support of complex ERISA, antitrust, securities, and commercial litigation. He has taken dozens of cases to verdict in various forums. He is rated AV Preeminent, recognized as one of Florida's top 100 trial lawyers, a Florida Super Lawyer, Florida Trends Legal Elite, and the former President of the national securities bar association. In addition, Mr. Mougey has served as counsel in a number of both class and derivative actions. He is routinely asked to lecture on all aspects of his complex litigation practice and regularly quoted in the national press. In addition, Mr. Mougey consults on various cases for governmental agencies and regulators.



### Jeff Gaddy

Jeffrey Gaddy is an associate attorney with Levin Papantonio who focuses his practice on mass tort litigation. While with the firm, Mr. Gaddy has worked on pharmaceutical cases involving the diabetes drug Actos, medical device cases involving pelvic mesh implants, and environmental cases like the ones involving C8 contamination.

Combined with Mr. Gaddy's prior career as a prosecutor, he has tried over 100 cases to verdict. In the civil realm, this includes being on a trial team that achieved a \$1.6 million verdict in C8 environmental contamination case, and being a member of the trial team of the case that mid-trial brought about the \$670 million settlement of the C8 litigation.



### Archie Lamb

Archie Lamb is a nationally recognized leader in national healthcare and physician issues, and serves as of-counsel with Levin Papantonio. Mr. Lamb was the designated lead counsel in the massive HMO RICO lawsuit, where he, as lead negotiator in the HMO cases, successfully resolved the claims with benefits to the class estimated to exceed \$2 billion. The case included over 60 healthcare companies, and Mr. Lamb was responsible for overseeing 26 law firms and over 170 lawyers in the litigation.

The first recipient of the California Medical Association's prestigious President's Award, Archie is a sought after speaker on legal issues facing healthcare professionals. He has appeared before the American Medical Association, numerous medical associations, bar groups, and legal and medical educational seminars, as well as on CNN and National Public Radio.



### Page Poerschke

Page A. Poerschke is an of counsel attorney in the Securities and Business Litigation practice group of Levin Papantonio. Ms. Poerschke has represented more than 60 state, municipal, and other institutional investors in securities litigation and arbitration. In addition, Ms. Poerschke has represented more than 400 individual securities fraud victims in FINRA arbitrations across the country, as well as in state and federal court. Ms. Poerschke has been appointed as a deputy attorney general to represent the State of Alabama in litigation involving companies that violated the registration provisions of the Sale of Checks Act.

Ms. Poerschke has obtained over \$300 million for clients in settlements and verdicts. Ms. Poerschke is a frequent speaker on issues confronting the securities industry, including FINRA arbitration procedures, arbitrator selection, electronic discovery, and has served as a guest lecturer at the University of Alabama School of Law and the Birmingham Bar Association.



### Laura Dunning

Laura S. Dunning is an of counsel attorney in the Securities and Business Litigation practice group of Levin Papantonio. Ms. Dunning has twice been recognized as an Alabama Super Lawyer Rising Star in Securities Litigation. Ms. Dunning has represented more than 300 victims of securities fraud in the Financial Industry Regulatory Authority (FINRA) arbitration and in state and federal court. She recently obtained a \$1.95 million award in FINRA arbitration for a sophisticated investor who sustained losses in auction rate securities.

Ms. Dunning is a frequent speaker on issues confronting the securities industry, including FINRA arbitration procedures, arbitrator selection, electronic discovery and how to vacate arbitration awards, and has served as a guest lecturer at the University of Alabama School of Law. She is also a member of Public Investors Arbitration Bar Association (PIABA), an international organization of attorneys dedicated to the advancement of investors' rights in the securities industry.

## BARON & BUDD



### Russell Budd

Russell W. Budd is a major force in the world of plaintiff's attorneys, having devoted his three-decade career to championing the rights of people and communities injured by corporate malfeasance. Currently Mr. Budd presides over one of the nation's largest plaintiff's firms, Baron & Budd, PC, headquartered in Dallas, Texas with offices in Austin, Texas, Los Angeles, California and Baton Rouge, Louisiana.

Mr. Budd, a shareholder of Baron & Budd since 1985 and president and managing shareholder since 2002, has expanded the firm from its cornerstone asbestos practice to a national firm capable of tackling the biggest defendants in areas as diverse as pharmaceutical and medical device injury, water contamination, BP Gulf oil spill, financial fraud and various other areas of practice.

Over the last decade, Mr. Budd has played significant roles in asbestos litigation on a national level. As chair and member of several asbestos creditors' bankruptcy committees, Mr. Budd successfully resolved over 100,000 victims' claims with some of Wall Street's biggest companies.



### Burton LeBlanc

Baron & Budd shareholder Burton LeBlanc has successfully represented both individuals and governmental entities, including the States of Hawaii, Mississippi, Louisiana, and West Virginia in complex consumer fraud litigation. He was part of Baron & Budd's team that pursued litigation on behalf of seven states' attorneys general against GlaxoSmithKline regarding its fraudulent marketing of the diabetes drug Avandia, litigation which settled for \$177 million.

Mr. LeBlanc is a 2017 recipient of the Lifetime Achievement Honor from America's Top 100 Attorneys for his career dedicated to the protection of America's civil justice system. He was named as one of the top 75 plaintiff's attorneys in the United States by The American Lawyer in 2014 and has also been selected for inclusion in the Louisiana Super Lawyers' list from 2012 to the present.





**Roland Tellis** Plaintiffs' Executive Committee (NATIONAL PRESCRIPTION OPIATE LITIGATION MDL No. 2804)  
Roland Tellis' practice at Baron & Budd focuses on complex, high-profile litigation, including consumer class actions, financial fraud, business torts, corporate misconduct, automobile defect, food labeling, false advertising, securities fraud, and environmental contamination.

He holds leadership roles in numerous multi-state, complex class action cases, including *Bias v. Wells Fargo Bank*, a certified nationwide RICO class action involving millions of mortgage loans that settled for more than \$50 million; *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation*, a multi-state class action in the process of settling with values and fines totaling in the billions of dollars, involving hundreds of thousands of vehicles equipped with "defeat devices" designed to evade emissions laws; and *In re: Takata Airbag Products Liability Litigation*, which has received preliminary approval for a settlement valued at \$553 million.

### Laura Baughman



Laura J. Baughman litigated and managed the Firm's day-to-day work on consumer protection cases filed on behalf of seven states (Hawaii, West Virginia, Mississippi, New Mexico, Utah, Kentucky, and Maryland) against GlaxoSmithKline regarding its fraudulent and deceptive marketing of the diabetes drug Avandia. This litigation settled in 2013 for \$177 million. Ms. Baughman performed the same role in litigation filed on behalf of the state of West Virginia, along with Mississippi and Hawaii, against various financial institutions regarding violation of those states' consumer protection laws via fraudulent payment protection plans and related credit card services. These cases were successfully resolved for more than \$43 million.

In addition to her law degree, Ms. Baughman holds a master's degree in civil (environmental) engineering. Ms. Baughman served as co-lead counsel in a California Proposition 65 water contamination case filed against several oil companies, culminating in a precedent-setting settlement providing significant funding for improvement projects to protect and clean up California drinking water supplies. Ms. Baughman also successfully represented three environmental groups in their efforts to reduce diesel engine exhaust emissions from school buses.

### Ann Saucer



Ann Saucer's practice focuses on appellate advocacy and briefing in complex litigation. She has successfully argued before the United States Fifth Circuit Court of Appeals, the United States Ninth Circuit Court of Appeals, the Texas Court of Appeals, Dallas, and federal and state trial courts across the country.

Ms. Saucer was a key author of the federal court briefing defending the rights of Fen Phen victims when the American Home Products Corp. (AHP) class action settlement was renegotiated. She has been a keynote speaker at Fen Phen litigation seminars.

Ann has also spoken and published articles on federal procedure issues. Her background covers the spectrum of environmental law, consumer protection, product liability and toxic torts.

### Mark Pifko



Mark Pifko, a Shareholder at Baron & Budd, specializes in the prosecution of high-profile class action cases against multi-national corporations. Mr. Pifko is a staunch advocate of consumers' rights and recently, he was named a "Rising Star" by Law360, a national legal news publication. Since joining the Los Angeles office of Baron & Budd in 2011, Mr. Pifko's efforts have led to the return of significant sums of money to victims of corporate wrongdoing and affected changes in the automotive, financial services, and food and beverage industries. Prior to joining Baron & Budd, Mr. Pifko spent nearly a decade representing some of the world's largest companies in high-stakes litigation.

In addition to his litigation work, Pifko has been called upon to be a speaker on class action topics at legal industry conferences, and Mr. Pifko is a talented writer whose articles on class action law and consumer advocacy have been published in *California Lawyer* magazine and the *Daily Journal* newspaper.

### Alicia Butler



Alicia Butler has worked as an associate, shareholder, and of counsel with Baron & Budd in numerous roles, ranging from major toxic exposure cases to other wide-sweeping consumer cases. Currently, Ms. Butler focuses on pharmaceutical litigation, as well as whistleblower/qui tam cases and Medicare fraud cases.

Previously, Ms. Butler worked on a variety of toxic exposure cases with Baron & Budd that impacted thousands of people harmed by dangerous toxins. She represented hundreds of residents in a Pennsylvania community contaminated by radiation from local nuclear fuel facilities. She has also represented more than 1,500 workers suffering from health problems associated with arsenic, asbestos, benzene, beryllium, lead, mercury, and silica exposure at a plant in West Virginia. Ms. Butler has experience working with public entities, as she helped achieve a major settlement on behalf of the City of Santa Monica to hold the oil industry accountable for MTBE contamination in the local water supply.

## GREENE KETCHUM

### **Paul Farrell** | Plaintiffs' Co-Lead Counsel | (NATIONAL PRESCRIPTION OPIATE LITIGATION MDL No. 2804)

Paul Farrell, Jr. is a trial lawyer and partner at Greene, Ketchum, Farrell, Bailey & Tweel LLP. Mr. Farrell filed the first cases in the country on behalf of public entities against the wholesale distributors of prescription opiates in southern West Virginia and is focusing his efforts to abate the nationwide opioid epidemic. His work has earned him a spot as co-lead counsel in the National Prescription Opiate Litigation MDL.



Mr. Farrell is recognized as a premier trial lawyer in the field of medical malpractice and appellate advocacy, making some thirty appearances before the West Virginia Supreme Court.

Mr. Farrell filed some of the first transvaginal mesh (TVM) cases in the country and served as liaison counsel on the executive committee for the 7 Pelvic Repair System Products Liability MDLs in Charleston, West Virginia. These MDLs consolidated 80,000 cases and resulted in several multi-million dollar jury verdicts. Mr. Farrell served as trial counsel for the TVM litigation, successfully trying two bellwether cases to verdicts in excess of \$20 million.

### **Bert Ketchum**

Bert Ketchum, a partner at Greene, Ketchum, Farrell, Bailey & Tweel, LLP in Huntington, West Virginia, is an experienced trial lawyer who has tried cases to juries in the state and federal courts of West Virginia, Ohio and Kentucky including, but not limited to, wrongful death, motor vehicle accidents, mining accidents, medical malpractice, workplace injuries, eminent domain, insurance disputes and murder. Mr. Ketchum's appellate experience includes arguing cases before the West Virginia Supreme Court of Appeals and the United States Fourth Circuit Court of Appeals.



Mr. Ketchum was honored in 2007 as one of West Virginia's 40 best and brightest professionals under 40. In 2009, he was selected for membership into The National Trial Lawyers Top 100 Trial Lawyers in West Virginia. He was also selected for inclusion into the West Virginia Super Lawyers in 2010, for membership into the National Advocates Top 100 Trial Lawyers in 2014 and for membership into the Nation's Top 1% in 2015. Mr. Ketchum currently serves on the West Virginia Law Institute's Governing Council, the West Virginia Judicial Vacancy Advisory Commission, the West Virginia Association for Justice Board of Governors, and the WV Public Defender Corporation Board of Directors for the 6th and 24th Judicial Circuits. He is also a member of the American Association for Justice Construction Site Accident Litigation Group and a past President of the Cabell County Bar Association.

## HILL PETERSON

### **Ed Hill**

R. Edison (Ed) Hill is a trial attorney and the founder and a member/partner of Hill, Peterson, Carper, Bee & Deitzler, PLLC. Mr. Hill has served as class action counsel for numerous certified class actions, including *Burch, et al. v. American Home Products Corp, et al. (Fen-Phen Diet Drug Litigation)*, the largest pharmaceutical class action in the history of West Virginia, and *Leach, et al. v. E. I. du Pont de Nemours and Company*. He also serves on the Plaintiffs Steering Committee for *In re: E. I. DuPont de Nemours and Company C-8 Personal Injury Litigation*, which recently reached a settlement valued at nearly \$1 billion. Mr. Hill was named as one of "America's 100 Most Influential Trial Lawyers" by The Trial Lawyer's RoundTable in 2017 and has been designated as one of West Virginia's twelve "Litigation Stars" by Benchmark Plaintiff (The Definitive Guide To American Leading Plaintiff Firms & Attorneys).



Mr. Hill is involved in many legal professional organizations, including American Association for Justice (Life Member), National Trial Lawyers Association (Executive Committee Member), West Virginia Trial Lawyers Association (Past-President and current Board of Governors member), Public Justice Foundation, Lawyer-Pilots Bar Association, Southern Trial Lawyers Association and the Consumer Attorneys of West Virginia. He has been named a West Virginia Super Lawyer® each year from 2009 to the present. He also serves as Chairman for the Central West Virginia Regional Airport Authority, which is the governing board for Yeager Airport, located in Charleston, West Virginia. He has served on the Yeager Airport Board of Directors since 1993.

### **Jim Peterson**

James C. Peterson is a member/partner at Hill, Peterson, Carper, Bee & Deitzler, PLLC since 1983, focusing his legal practice on litigation of severe personal injury, medical/legal malpractice, product liability, insurance bad faith, mass tort/class action involving defective products, pharmaceuticals, and insurance issues.



He served as co-lead counsel for the settlement of the largest pharmaceutical class action litigation in the history of the State of West Virginia, involving the diet drug Fen-Phen.

Representative mass tort/class action includes cases against Purdue® Pharma, Inc., et al. (Oxycontin); VIOXX Products Liability Litigation (osteo-arthritic pain medication); and E. I. DuPont de Nemours and Company C-8 Personal Injury Litigation (representation of 3,500 plaintiffs who suffered various cancers and other illnesses due to exposure to C-8, a chemical used in the manufacture of Teflon, in public drinking water which brought a global settlement reached in 2017 for close to \$1 billion).



## MCHUGH FULLER



### **Mike Fuller | Plaintiffs' Executive Committee** (NATIONAL PRESCRIPTION OPIATE LITIGATION MDL No. 2804)

Mike Fuller, of McHugh Fuller, has extensive experience in nursing home, medical malpractice and criminal prosecutions and trials. He has worked with a top national law firm and the Hillsborough County State Attorney's Office in Florida, and he has litigated and tried numerous cases to verdict in jurisdictions nationwide. Part of his educational process was spent working in the White House as an intern involved with Presidential Correspondence, providing a wealth of experience with citizens, legislators, and diplomats across the United States. Mr. Fuller currently serves on the Plaintiff's Executive Committee in the National Prescription Opiate Litigation MDL.



### **Amy Quezon**

Amy Quezon is an elite trial attorney who has tried more than 100 jury trials and received jury verdicts totaling more than \$100 million. Her diverse practice is devoted to plaintiff advocacy, with a specific focus on nursing home abuse and neglect litigation. As a former prosecutor with the Hillsborough County State Attorney's Office, Ms. Quezon has significant experience representing governmental entities. Ms. Quezon is a leader in the opioid litigation, serving as counsel on some of the earliest filed cases on behalf of governmental entities, and has spent the last year working with experts in the field to develop trial ready evidence and testimony. She is counsel of record for more than 100 governmental entities in their opioid litigation and is a frequent speaker on opioids litigation nationwide.

## POWELL & MAJESTRO



### **Anthony Majestro**

Anthony Majestro, managing partner at Powell & Majestro, has a proven record of litigating matters of great complexity nationwide. Mr. Majestro concentrates his practice in prosecuting complex litigation, focusing on consumer fraud and defective products, including defective drugs and medical devices. In the course of his practice, Mr. Majestro has served as class counsel, lead counsel, liaison counsel and in leadership roles in a number of state and national class actions, mass torts, and other complex cases.

Mr. Majestro has successfully represented, or is currently representing, clients with injuries caused by Fen-Phen/Redux, Paxil, Baycol, Propulsid, Oxycontin, Rezulin, Vioxx, hormone replacement drugs, pedicle screws, and breast implants. In addition, Mr. Majestro leads the firm's extensive consumer protection practice.

2. Provide a list of governmental entities the attorneys/firms have previously or are currently representing in opioid epidemic litigation..

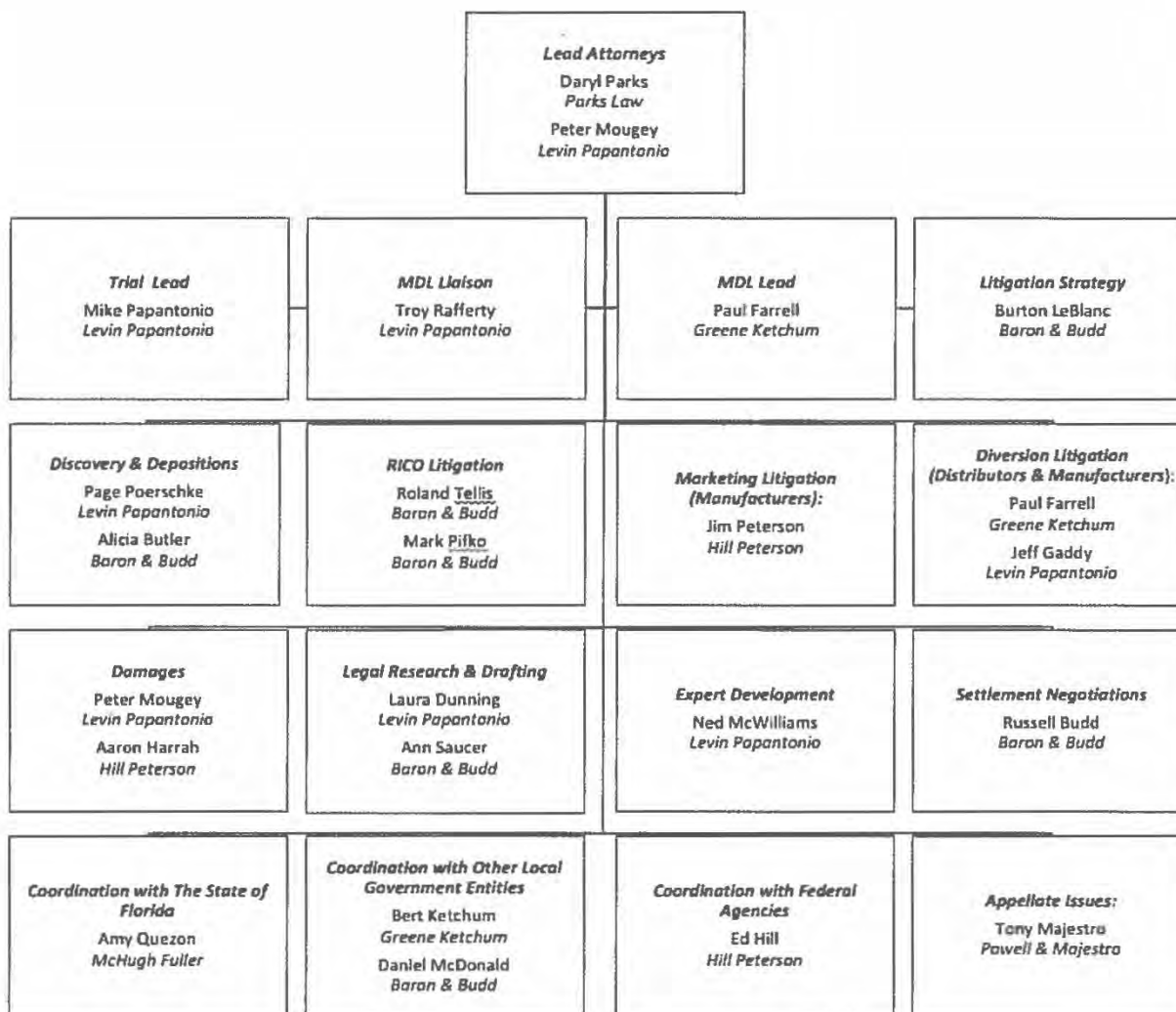
Current Client List is Attached as **Exhibit B**.

3. List the appointment of any and all team members to the role of CoDLead, CoD Liaison, Executive Committee, Steering Committee or any subDcommittees identified by the US District Court for the Northern District of Ohio Eastern Division in the case of In Re: National Prescription Opiate Litigation (Case No. 1:17-md-02804-DAP).

Our team has been appointed to several key roles in MDL 2804. Paul Farrell, of Green Ketchum has been appointed to be co-counsel, Troy Rafferty of Levin Papantonio has been appointed to serve as co-liaison counsel, and Peter Mougey of Levin Papantonio, Mike Fuller of McHugh Fuller, and Roland Tellis of Baron & Budd have been appointed to the Plaintiffs' Executive Committee. Additionally, Russell Budd of Baron & Budd serves on the Settlement Committee.

Our team also has prominent positions in other aspects of the case. However, as the Court wishes to continue settlement discussions, those positions have not been formalized by the court.

4. Show the organization chart as it relates to the project indicating key personnel and their relationship. It should be understood that it is the intent of Leon County to insist that those indicated as the project team in the RFP response actually execute the project.



5. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, and accountability.

Parks Law, Levin Papantonio, and the associated firms in the Legal Team all have extensive experience in large-scale, complex litigation that has allowed our firms to design an infrastructure that is uniquely adept at responding to the ever-changing needs of our clients. The County can be assured that we have a dedicated team of attorneys and support staff available whenever the need arises. Moreover, while our Legal Team is involved in similar complex litigation matters, our attorneys and staff are able and available to dedicate significant amounts of their time to this important litigation. Our Legal Team's attorneys and staff can respond at a moment's notice to the County's needs and will be available to attend in person meetings with the County Attorney's Office and other County personnel whenever such meetings are needed.

While Levin Papantonio is headquartered in Pensacola, Florida, we are not far from Leon County's offices and can easily coordinate meetings. Furthermore, located near the County's Offices in Tallahassee, Parks Law attorneys are able and available to meet and consult with County attorneys throughout the litigation with relative ease. Meetings can be set up with little coordination and no travel required.

6. Describe how the team will implement project control systems for time, budget, and quality for this project.

Our team has vast experience in complex and large-scale litigation. This litigation will take tremendous resources to bring to a successful resolution. Our experience allows us to develop and implement court-



approved time-tracking systems and apply them across our entire team.

Additionally, by having over 460 clients, we can offer great economies of scale. We are able to hire the best in expert witnesses and spread the cost across a broad client base, so that the burden is not shouldered by a small number of clients.

To bolster our commitment to efficiently handling the litigation on behalf of Leon County, we propose to cap our costs at 10% of the total recovery.

**D. Describe how you would approach this project, and outline the specific services to be provided. Describe clearly and concisely the tasks and activities that you will perform. Include a time/task schedule. Develop a chart showing the overall sequence of events and time frame for this project.**

**If a joint venture, indicate how the work will be distributed between the joint venture partners.**

Leon County's best opportunity for obtaining relief through legal action is a lawsuit in federal court. The legal theories arising out of the federal controlled substance act and RICO invoke federal question subject matter jurisdiction and cannot remain in state court. Because the state court claims are so closely related to the federal court claims, the federal courts would be able to exercise jurisdiction over all of the claims we would bring for the County. While certain State Attorneys General have been able to, at least temporarily, keep their cases in their local state courts by limiting their causes of action to state law claims available only to Attorneys General, we believe any other cases which plead the causes of action that are most likely to succeed will be removed to federal court. We have seen this pattern play out across the country as numerous improvidently filed state court cases have been removed. Not only does a federal case afford the strongest causes of action, but federal courts have robust powers, including broad subpoena power, that we can use to the County's advantage.

The opioid-related cases that have been filed across the country on behalf of local governments were recently consolidated in front of a single federal judge in what is known as a multidistrict litigation ("MDL"). The MDL process permits the temporary transfer of civil lawsuits to one district court for pretrial consideration and/or consolidation. The purpose of the MDL is to promote efficiency and consistency by reducing the risk of contrary legal opinions and allowing for coordinated discovery. If Leon County's lawsuit is filed in federal court, which we recommend, it will also become part of this pending MDL. The law firms and attorneys that comprise our Consortium have extensive experience in MDLs.

The opioid MDL was assigned to Judge Dan Polster in the Northern District of Ohio. The firms and attorneys in our Consortium have considerable experience in front of Judge Polster, including a Levin Papantonio attorney previously appointed as Co-Chair of Plaintiffs' Steering Committee, a key leadership position, in a previous MDL in front of Judge Polster.

Significantly, five attorneys from our Consortium have been appointed to leadership positions within the opioid MDL. One of our attorneys was appointed to be co-lead attorney, another was appointed to be a co-liaison attorney, and three were appointed to serve on the executive committee. These appointments, which were unanimously made and approved by all attorneys currently representing governmental clients in the approximately 600+ opioid cases currently on file by governmental entities in federal court nationwide, illustrate the confidence other attorneys have in our Consortium and signify that our Consortium will be instrumental navigating these cases to a successful conclusion.

Because of the complexity of the case and the fast pace set by Judge Polster, an exact timeline is difficult to determine.

**E. Pricing Methodology & Financial Capability**

**1. A proposed contingency fee structure, in accord with the sample Contingency Fee Agreement that accords with the Rules Regulating the Florida Bar and Florida law. Responses suggesting tiered contingency arrangements, with differential recoveries depending on the point at which a final resolution is achieved, are encouraged. The contingent fee rate will be an "all in" rate, inclusive of all fees, expenses and costs, including but not limited to expert witness fees and court costs.**

Our consortium proposes representing Leon County on a contingency fee basis and will advance all



costs and expenses incurred throughout the litigation. There is no fee if there is no recovery. There is no reimbursement of costs and expenses if there is no recovery. Assuming Leon County realizes a recovery, reimbursable costs will be subtracted from the gross recovery after the contingency fee is calculated.

The fee we offer is 25% of the gross recovery. Additionally, and importantly, we agree to cap our costs at 10% of the gross recovery which means the City will recover at least 65% of settlement or judgment awarded. With this fee comes great value:

- As opposed to just one law firm, the County will receive the benefit of being represented by our legal team, which includes seven national law firms. We are proposing litigation against some of the largest and wealthiest companies in the country, and our consortium will bring to bear the financial and manpower resources necessary to be successful. You can be confident that our team has the ability to go toe to toe with the proposed defendants.

- Our consortium has established itself as the national leader in this litigation. We have more opioid cases on file than any competing firm or group of firms in the country. Additionally, we have been awarded more leadership roles within the MDL than any other firm or group of firms. Quite frankly, our consortium is the national leader when it comes to opioid litigation.

- Because we have more clients than any of our competitors, we can provide great economies of scale. The costs involved in this litigation will be substantial. Instead of those being shouldered by a small handful of clients, our costs (assuming there is a successful recovery) will be spread among our many clients. This, of course, results in much lower costs to the County.

- While we make every attempt to keep costs as low as possible, to alleviate any concerns about costs we commit to cap our costs at 10% of the gross recovery. Therefore, in the unlikely event that costs were to run higher than expected, our consortium commits to cover out of our own pocket any costs that ultimately exceed 10% of the gross recovery. This should give the County the comfort and confidence to know that they can proceed to trial against some of the richest defendants in the world without worrying about the cost to do so.

#### **EXCEPTION TO THE RFP**

Our team takes exception to an issue in the RFP relating to the insurance and indemnity provisions set forth in Sections VI and VII.

Rule 4-1.8(8), Rules Regulating The Florida Bar states:

(e) Financial Assistance to a Client. A lawyer shall not provide financial assistance to a client in connection with pending or contemplated litigation, except that:

(1) a lawyer may advance court costs and expenses of litigation, the repayment of which may be contingent on the outcome of the matter; and

(2) a lawyer representing an indigent client may pay court costs and expenses of litigation on behalf of the client. (e.s.)

The comment to 4-1.8(e) states:

"Financial assistance. Lawyers may not subsidize lawsuits or administrative proceedings brought on behalf of their clients, including making or guaranteeing loans to their clients for living expenses, because to do so would encourage clients to pursue lawsuits that might not otherwise be brought and because such assistance gives lawyers too great a financial stake in the litigation. These dangers do not warrant a prohibition on a lawyer advancing a client court costs and litigation expenses, including the expenses of diagnostic medical examination used for litigation purposes and the reasonable costs of obtaining and presenting evidence, because these advances are virtually indistinguishable from contingent fees and help ensure access to the courts. Similarly, an exception allowing lawyers representing indigent clients to pay court costs and litigation expenses regardless of whether these funds will be repaid is warranted."

In an ethics opinion sought by a lawyer who was offered a contract with an agency of the State of Florida, the committee wrote:

"This rule prohibits an attorney from providing financial assistance to a client in connection with pending or contemplated litigation. The rule, however, contains an exception permitting the attorney to advance court costs and expenses of litigation on behalf of a non-indigent client, the repayment of which may be contingent on the outcome of the matter. See, e.g., Florida Ethics Opinion 72-27; Iowa Opinion 93-2; Mississippi Opinion 225; North Carolina Opinion 124. Although this exception permits attorney and client to agree that the client's repayment of advanced costs and expenses will be contingent on the outcome of the matter, it clearly



contemplates that such repayment will be made if a sufficient recovery is obtained. In contrast, the inquiring attorney proposes an outright payment of costs for a non-indigent client, rather than an advancement.

The concerns raised by Rule 4-1.8(e) are that of the common law doctrines of Champerty and Maintenance, as well as the conflict of interest created when an attorney has a personal economic interest in the outcome of the matter. The committee recognizes that the concerns underlying the rule may be minimized when the client is a state agency, but is constrained to apply the rule as it is written. Accordingly, the committee concludes that, under the plain language of Rule 4-1.8(e), it would be ethically impermissible for the inquiring attorney to unconditionally be responsible for all costs and expenses as provided in the proposed agreement." Ethics Opinion 96-1 (Revised 8/24/2011). The contract proposed by the state agency required the lawyer to pay all of the costs, and never seek recovery from the agency.

TAs the Florida Bar has prohibited an attorney from agreeing not to seek reimbursement of costs in the case of a recovery, it appears that an up-front unconditional agreement to pay an award against Leon County for prevailing party attorney's fees and/or costs would be prohibited.

#### **Proposed Alternative**

Our proposed alternative is to communicate with Leon County regarding the specific concerns precipitating the addition of this language to the RFP. To the extent we are capable of compliance with Florida law, Parks Law and Levin Papantonio are amenable to revising the indemnity provision.

We also agree that we hold and will hold for the duration of the litigation, the appropriate insurance for this case, as allowed by the Florida Rules of Professional Conduct. Upon execution of a contract, we would be more than happy to provide proof of our insurance coverage.

#### **2. Provide a description or other evidence of financial capability to fully fund all appropriate costs of litigation throughout the litigation, including any appeals.**

As mentioned previously, the financial resources of our Legal Team are robust. All seven Legal Team firms have long histories of success and profitability, and our firms have established lines of credit that ensure that we are financially capable of handling even the most complex and costly cases from outset to conclusion, including through any appeals process. As discussed herein, we have already retained a stable of experts to develop the legal, factual, and damages theories, and we will continue to retain additional experts as needed to prove the County's claims.

## EXHIBIT A

### Biographies of Consortium Attorneys



## **Parks Law**

**Daryl D. Parks** undergraduate degree was in both economics and political science. Both degrees have served him well as a successful attorney. His success as a lawyer and business man can be simply described: Advocate for the least of these. To that end, Parks and his firm enjoy a national reputation for their firm's strength and success because of the firm's commitment to diversity in its workforce and commitment to the community.

As managing partner, Daryl Parks is responsible for decisions regarding the firm's direction. His values as a businessman and community servant are shared by the entire staff. Both his vocation as a lawyer and his avocation as a community leader find a symbiotic nexus at the Parks Law Firm, LLC.

His business acumen is frequently sought by local human service agencies to include the Sickle Cell Foundation, the Bethel Community Development Corporation, Legal Services of North Florida and the Tallahassee Urban League. The Florida A&M University Foundation, the FAMU Boosters, and the National Bar Association have all benefitted from Daryl Parks' financial expertise. His selfless sharing of his gifts and talents has not gone unnoticed. He is often feted for his success as a business owner, and for his service to his profession and his community. In 2007, the Greater Tallahassee Chamber of Commerce awarded Parks its Leadership Pacesetter Award. In 2012, Parks received both statewide and national recognition for his advocacy and business success. Parks received the Chairman of the Board Award from the NAACP at its National Leadership Summit and the Florida Bar recognized him with the Henry Latimer Award. Then, the Lawyers Committee for Civil Rights Law gave Parks their Advocates Award and the American Justice Association honored Daryl Parks with the Johnnie L. Cochran Soaring Eagle Award.

As an attorney, Daryl Parks and his law firm, Parks Law Firm, L.L.C., have distinguished themselves as successful litigators and masterful courtroom attorneys. Parks' doggedness to protect and defend his clients best interests has gained Daryl Parks great notoriety and appearances on national television broadcasts to include MSNBC, Fox News, CNN, and Dr. Phil.

As a lifetime member of the National Bar Association (NBA), Daryl Parks has held national leadership positions over the last sixteen years to include, General Counsel, Vice President of Finance, Regional Director of Region XI, and President of the Virgil Hawkins Florida Chapter of the National Bar Association. He also received NBA Presidential Awards in 2005, 2007, 2008, and 2009. In 2011, Daryl Parks' commitment and dedication to the National Bar Association were rewarded by his election as its 69th President. If that were not enough, the American Association for Justice appointed Parks to serve as its minority caucus chair and membership on its Board of Governors. Daryl Parks also has held a number of leadership positions with the Florida Justice Association, including serving on the Board of Directors. Because of his successful representation of his clients, Parks is a member of the Million Dollar Advocacy Forum. He also has provided his expertise to the Florida Bar, serving as a member of the Florida Bar Foundation Board and the Florida Bar Student Education and Admissions to the Bar Committee. To add to Daryl Parks' long list of uncommon appointments, United State Senator Bill Nelson appointed him to the Federal Judicial Nominating Commission for the Northern District of Florida, and former Governor Charlie Crist appointed him to the Judicial Nominating Commission for the First District Court of Appeals for Florida.

Finally, Parks philanthropy and civic engagement is also very uncommon and represents his uncommon willingness to make a difference in the lives of others both here and abroad. Daryl Parks has served his alma mater as Chairman of the Board of the FAMU Foundation and the FAMU Boosters and as Vice Chair of the FAMU Board of Trustees. His financial support and service as a



member of the board of directors for varied human service agencies to include the Tallahassee Urban League, the Leon County Sickle Cell Foundation, the Bethel Community Development Corporation and Legal Services of North Florida (to whom his law firm made a \$1,000,000 contribution to fund a legal aid center in Gadsden County-Florida's only predominately African American county) earned Daryl Parks the Association of Fundraising Professionals Outstanding Philanthropists of the Year. Daryl Parks has an uncommon interest in improving the lives of the people in Africa by making both a personal and financial investment in improving the educational options found on the continent. Parks also partners with other persons of goodwill by sponsoring medical mission trips that include medical providers and supplies.

Daryl Parks and the Parks and Parks Law Firm are committed to meeting the legal needs of individuals and families who require attorneys who are not intimidated by the affluence or influence of the defendants. Daryl Parks and Parks Law Firm, LLC stand tall for their clients and are prepared and equipped to provide quality representation for all clients as "repairers of the breach and defenders of the street." (Isaiah 58:12)

### **Levin Papantonio**

**Troy Rafferty** is a shareholder at Levin, Papantonio. He litigates mass tort, pharmaceutical, and major personal injury cases throughout the country. Mr. Rafferty has been recognized as one of the country's top lawyers through inclusion in the publication, *The Best Lawyers in America*, as well as *The Legal 500*. He has also been recognized as one of Florida's top lawyers by Florida Super Lawyers. Mr. Rafferty has been awarded an AV rating by Martindale-Hubbell legal directory, the highest rating for competence and ethics issued by that publication and reserved for attorneys designated as outstanding in their field. Mr. Rafferty has been selected by the American Trial Lawyers Association as one of the Top 100 Trial Lawyers. He is a fellow in the International Society of Barristers.

Mr. Rafferty has been appointed to handle some of the nation's largest pharmaceutical and mass tort cases. He currently serves as co-lead counsel in the *In re: Gadolinium Based Contrast Agent Litigation*, which is pending in the U.S. District Court for the Northern District of Ohio; the Plaintiff's Executive Committee in the *In re: Abilify Products Liability Litigation* pending in the U.S. District Court for the Northern District of Florida; the Plaintiff's Executive Committee in the *In re: Benicar Products Liability Litigation* pending in the U.S. District Court for the District of New Jersey; the Plaintiff's Steering Committee in the *In re: Actos (Pioglitazone) Products Liability Litigation* pending in the U.S. District Court for the Western District of Louisiana; and the Plaintiff's Steering Committee in the *In re: Fresenius Granuflo/Naturalyte Dialysate Products Liability Litigation* pending in the U.S. District Court for the District of Massachusetts.

He also has been appointed by the U.S. District Court for the Western District of Kentucky to serve on the Executive Committee for the Plaintiffs' Steering Committee regarding the Yamaha Rhino defective product litigation. He was appointed by the U.S. District Court for the Eastern District of Louisiana to serve on the Plaintiffs Steering Committee in the national Vioxx Litigation, which resulted in a \$4.7 billion national settlement. He was also appointed to the Plaintiffs' Steering Committee in the national Zyprexa Litigation in the United States District Court for the Eastern District of New York. This litigation resulted in a \$700 million settlement on behalf of clients throughout the country. Mr. Rafferty was also one of the leading attorneys in the national Rezulin litigation, which was filed in the Southern District of New York. In 2001, he and his partner obtained a \$40 million jury verdict in Corpus Christi, Texas for a woman who took the diabetes drug Rezulin. He has tried numerous complex pharmaceutical cases throughout the country.



Mr. Rafferty is board certified in civil trial law by The Florida Bar. He is active in the Florida Justice Association, where he is an officer and in the past served on the Executive Committee and the Board of Directors. In 2009 and 2010, he was awarded the Gold Eagle Award for "exhibiting a steadfast duty to protect and defend civil justice."

Mr. Rafferty is a frequent lecturer throughout the country to trial lawyers on mass tort litigation and general trial practice. He is currently licensed to practice law before all Florida state courts, the United States District Courts for the Northern and Middle Districts of Florida, and the United States Court of Appeals for the Eleventh Circuit.

Mr. Rafferty is an active philanthropist, and along with donating to local charities, he also funds two local scholarships under his name (The Rafferty Scholarship/Award), which are awarded annually to two area high school prep athletes. Each of the area high schools also competes to be awarded the Rafferty Cup for excellence in athletic achievement.

**James M. "Mike" Papantonio** is a senior partner with the law firm of Levin Papantonio. He has received numerous multi-million dollar verdicts on behalf of victims of corporate malfeasance. His award-winning work handling thousands of mass tort cases throughout the nation has helped make Levin Papantonio one of the largest plaintiff law firms in the country.

Mr. Papantonio is a Board Certified Civil Trial Lawyer by the Florida Bar and the National Board of Trial Advocacy. He is a fellow in the International Academy of Trial Lawyers and the International Society of Barristers. He is a member of The National Trial Lawyers (past president), American Board of Trial Advocates, the American Association for Justice, the Southern Trial Lawyers Association, and the Florida Justice Association (where he served on the board of directors for five years).

- Mr. Papantonio is one of the few living attorneys inducted into the Trial Lawyer Hall of Fame. He is listed in the publications Best Lawyers in America and Leading American Attorney.
- In 2017, Mr. Papantonio and The Firm's C8 trial team helped secure a \$920 million dollar settlement against DuPont, related to the company's West Virginia plant discharging the chemical PFOA (C8) into the air and water around the Ohio River Valley and exposing citizens to this toxic Teflon chemical.
- In 2016, Levin Papantonio won the Special Litigation (Environmental) category in the National Law Journal Elite Trial Lawyers recognition program, after Mr. Papantonio led The Firm's C8 trial team to one of several successful trials against DuPont.
- In 2015, Mr. Papantonio was inducted into the National Trial Lawyers' Hall of Fame. He also was awarded the Defender of Justice Award by the American Association for Justice.
- In 2014, the Stephen and Sandra Sheller Center of Temple University Beasley School of Law presented Mr. Papantonio with the Inaugural Award for Social Justice, honoring him for his outstanding contributions to social justice.
- In 2012, Mr. Papantonio became President of The National Trial Lawyers.
- In 2011, Mr. Papantonio was awarded the Perry Nichols Award, the highest honor given by the Florida Justice Association. The award recognizes individuals who fight valiantly and with distinction for justice throughout their lives.

- In 2008, Mr. Papantonio was selected by the Public Justice Foundation as a finalist for its Trial Lawyer of the Year Award.
- In 2007, as lead trial counsel in the environmental class action case of Perrine v. Dupont, Mr. Papantonio received a jury verdict for a West Virginia community with an estimated value in excess of \$380 million.

Mr. Papantonio is the founder of the cutting edge continuing legal education seminar organization, Mass Torts Made Perfect, which has and continues to train thousands of lawyers in how to better their legal practice. The organization has hosted speakers such as former President Bill Clinton, James Carville, Johnnie Cochran, Bob Woodward, Elliot Spitzer, Jack Kemp, Al Sharpton, Arianna Huffington, Dick Morris, Paul Begala, and Dan Rather.

**Peter J. Mougey** is recognized as one of Florida's top 100 trial lawyers, a Florida Super Lawyer in securities litigation, Florida Trends Legal Elite, and the former President of the national securities bar association Public Investors Arbitration Bar Association (PIABA). In addition, Mr. Mougey has been rated AV Preeminent by his peers through Martindale-Hubbell. He is a shareholder with Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor and is head of the Securities & Business Litigation Department.

Mr. Mougey concentrates his practice in the areas of financial services and securities litigation, whistleblower or qui tam litigation, as well as complex business litigation. Over the last five years, Mr. Mougey has represented approximately 50 state, municipal, and institutional investors in financial services litigation and arbitration. In addition, he has represented more than one thousand securities fraud victims in state and federal court and securities arbitrations across the country

Mr. Mougey frequently lectures at securities and continuing legal education programs on issues confronting the securities industry including the Dodd-Frank Wall Street Reform Act, Broker-Dealer Regulation, Structured Finance, Discovery in Securities Arbitration, and Quantitative Modeling to Demonstrate the Viability of Asset Allocation Models. He was a member of FINRA's Arbitrator Training Task Force and presented investors' perspectives under the Dodd-Frank Wall Street Reform Act to the SEC. In addition, he is qualified as a public arbitrator with FINRA.

Mr. Mougey is a member of the Board of Directors, the Executive Committee, and currently co-chairs the Arbitration Committee of PIABA, an international organization of attorneys dedicated to the advancement of investors' rights in the securities industry, and has served as chairman of PIABA's NASAA Committee and Improving Arbitration Task Force. Mr. Mougey is frequently quoted on securities matters in national press outlets, including The Wall Street Journal, Forbes, The Los Angeles Times, Barrons, Kiplinger, Business Week, and Investment News.

**Neil E. "Ned" McWilliams, Jr.** is a shareholder with Levin Papantonio, currently heading up the C8 environmental contamination and Xarelto pharmaceutical projects. Mr. McWilliams has earned a national reputation in the area of mass torts with a specialized focus in pharmaceutical litigation. Mr. McWilliams has served on the discovery and science committee of numerous MDLs and as a member of the Plaintiffs Steering Committee in both the Pradaxa MDL, as well as the C8 MDL.



**Jeffrey Gaddy** is an associate attorney with Levin Papantonio who focuses his practice on mass tort litigation. While with the firm, Mr. Gaddy has worked on pharmaceutical cases involving the diabetes drug Actos, medical device cases involving pelvic mesh implants, and environmental cases like the ones involving C8 contamination.

Combined with Mr. Gaddy's prior career as a prosecutor, he has tried over 100 cases to verdict. In the civil realm, this includes being on a trial team that achieved a \$1.6 million verdict in C8 environmental contamination case, and being a member of the trial team of the case that mid-trial brought about the \$670 million settlement of the C8 litigation.

Mr. Gaddy frequently lectures at conventions on topics of national significance in the field of pharmaceutical drug and medical device litigation.

**Laura S. Dunning** is an of counsel attorney in the Securities and Business Litigation practice group of Levin Papantonio. Ms. Dunning has twice been recognized as an Alabama Super Lawyer Rising Star in Securities Litigation. Ms. Dunning has represented more than 300 victims of securities fraud in the Financial Industry Regulatory Authority (FINRA) arbitration and in state and federal court. She recently obtained a \$1.95 million award in FINRA arbitration for a sophisticated investor who sustained losses in auction rate securities.

Ms. Dunning is a frequent speaker on issues confronting the securities industry, including FINRA arbitration procedures, arbitrator selection, electronic discovery and how to vacate arbitration awards, and has served as a guest lecturer at the University of Alabama School of Law. She is also a member of Public Investors Arbitration Bar Association (PIABA), an international organization of attorneys dedicated to the advancement of investors' rights in the securities industry.

Ms. Dunning graduated *cum laude* from Rhodes College with a Bachelor of Arts in English Literature. She received her juris doctor from the University of Alabama School of Law in 2005, where she served as a senior editor on the Alabama Law Review and as a nationally competing member of the Campbell Moot Court Board. Ms. Dunning was a member of the Bench and Bar Legal Honor Society and served as an extern to the Honorable Sharon Lovelace Blackburn of the United States District Court for the Northern District of Alabama.

Ms. Dunning is licensed to practice in Alabama and has been admitted to the United States District Courts for the Northern, Middle, and Southern Districts of Alabama.

**Page A. Poerschke** is an of counsel attorney in the Securities and Business Litigation practice group of Levin Papantonio. Ms. Poerschke has represented more than 60 state, municipal, and other institutional investors in securities litigation and arbitration. In addition, Ms. Poerschke has represented more than 400 individual securities fraud victims in FINRA arbitrations across the country, as well as in state and federal court. Ms. Poerschke has been appointed as a deputy attorney general to represent the State of Alabama in litigation involving companies that violated the registration provisions of the Sale of Checks Act.

Ms. Poerschke has obtained over \$300 million for clients in settlements and verdicts. Ms. Poerschke is a frequent speaker on issues confronting the securities industry, including FINRA arbitration procedures, arbitrator selection, electronic discovery, and has served as a guest lecturer at the University of Alabama School of Law and the Birmingham Bar Association. She is a member

of the Public Investors Arbitration Bar Association (PIABA), an organization of attorneys dedicated to the advancement of investors' rights in the securities industry.

Ms. Poerschke graduated from the University of Alabama with a Bachelor of Arts degree in History. She received her *juris doctor* from the University of Alabama School of Law in 1997. In addition, she earned the Certified Regulatory Compliance Professional (CRCP) designation from the Financial Industry Regulatory Authority (FINRA) Institute at Wharton.

**Archie C. Lamb, Jr.** is a nationally recognized leader in national healthcare and physician issues and serves as of-counsel with Levin Papantonio. In 1999 Mr. Lamb organized a consortium of law firms to pursue a lawsuit against the deceptive trade practices and contract violations of eight of the nation's largest health insurance companies.

Mr. Lamb was the designated lead counsel in this massive HMO RICO (Racketeer Influenced Corrupt Organization Act) lawsuit. The case included over 60 healthcare companies and Mr. Lamb was responsible for overseeing 26 law firms and over 170 lawyers in the prosecution of this case.

As lead negotiator in the HMO cases, he successfully resolved the claims with benefits to the class estimated to exceed \$2 billion dollars. Mr. Lamb's clients included the California Medical Association, Texas Medical Association, Medical Association of Georgia, Florida Medical Association, Louisiana State Medical Society, College of Physicians and Surgeons of Puerto Rico, and a large class of individual physicians and physician groups as well as independent pharmacists.

The first recipient of the California Medical Association's prestigious President's Award, Mr. Lamb is a sought-after speaker on legal issues facing healthcare professionals. He has appeared before the American Medical Association as well as numerous state and local medical associations, bar groups, and legal and medical educational seminars.

Mr. Lamb's expertise in the healthcare arena has resulted in appearances on CNN and National Public Radio, as well as many regional and local television and radio programs. Litigation in which Mr. Lamb has been involved has been featured in the American Bar Association Journal and other regional and local publications. He is a frequent contributor to business and legal publications in the area of healthcare law.

Mr. Lamb is licensed to practice law in Alabama and Florida, as well as several Federal Courts, including the Supreme Court.

### **Baron & Budd**

**Russell W. Budd** has been a Baron & Budd shareholder for more than 20 years and managing shareholder and president of the firm since 2002. Mr. Budd has successfully navigated the growth and diversification of Baron & Budd's many practice areas. Prior to devoting his time to management, Mr. Budd was a major force in asbestos litigation, helping to build Baron & Budd into one of the largest trial firms in the country. Mr. Budd was a chief negotiator of a national settlement with Halliburton Co., which allocated \$4 billion of the company's assets to asbestos victims. He also participated in the multi-billion-dollar settlement with W.R. Grace Co. to fund the bankruptcy trust that will compensate Grace's asbestos victims. As chair and member of several asbestos creditors' bankruptcy committees, Mr. Budd successfully resolved over 100,000 victims' claims with some of



Wall Street's biggest companies.

Budd has also been instrumental in conducting national negotiations for non-asbestos claims. Budd was a chief negotiator for the 2012 settlement with JPMorgan Chase in *In Re Checking Account Overdraft Litigation*, which resulted in \$110 million in cash and more than \$100 million in business practice changes benefiting Chase customers. Budd was a leader in the Overdraft litigation which led to the 2011 settlement of \$410 million with Bank of America. Budd was one of the negotiators of a \$177 million settlement for litigation brought on behalf of seven states' attorneys general against GlaxoSmithKline regarding its fraudulent marketing of the diabetes drug Avandia. Budd was a key negotiator of settlements valued at more than \$43 million for the states of West Virginia, Hawaii, and Mississippi for their claims against various financial institutions regarding fraudulent marketing of payment protection plans and related credit card services. Budd was also the chief negotiator for Plaintiffs in the settlement of a California Proposition 65 case involving efforts by three environmental groups to reduce cancer-causing diesel engine exhaust emissions from school buses. The settlement, valued at almost \$35 million, resulted in more than \$28 million being invested in the largest private school bus fleet in California in order to decrease the pollutant levels inside the buses, and is one of the largest Proposition 65 settlements to date.

Mr. Budd leads the Firm's pharmaceutical litigation, which currently includes the following active cases:

- injury claims from many men and women who developed peripheral neuropathy as a result of Fluoroquinolone use;
- consumer fraud claims regarding the dialysate Granuflo filed against Fresenius Medical Care Holdings, Inc. and related entities;
- injury claims from individuals with health issues related to faulty IVC filters;
- injury claims regarding the drug Lipitor filed against Pfizer, Inc.;
- injury claims from men who developed abnormal breast growth after taking Risperdal, a medication that was frequently marketed for "off-label" uses;
- injury claims regarding transvaginal mesh implants against Johnson & Johnson, Ethicon, Inc., C.R. Bard, Inc., American Medical Systems, Inc., Boston Scientific Corp., Coloplast Corp., and others;
- injury and wrongful death claims for individuals that suffered severe internal bleeding as a result ingesting the blood thinner Xarelto; and
- injury claims from children born with health issues and their parents as a result of the ingestion of Zofran during pregnancy.

Mr. Budd serves in leadership roles on many Plaintiffs' Steering Committees for multi-district litigation including:

- *In Re: Fluoroquinolone Products Liability Litigation*, MDL 2642, appointed to the Plaintiffs' Steering Committee and to serve as Co-Lead counsel for Plaintiffs;
- *In re: Cook Medical, Inc., IVC Filters Marketing, Sales Practices and Products Liability Litigation*, MDL 2570, appointed to the Plaintiffs' Steering Committee;

(1996). She also holds a B.A. in English and Sociology from Rice University, where she graduated *magna cum laude* (1992). Prior to joining Baron & Budd as an associate in 1998, she served as a Briefing Attorney to Justice Rose Spector of the Texas Supreme Court (1996-97), and as an Americorps\*VISTA volunteer at Bexar County Legal Aid (1997-98).

**Daniel MacDonald** is an associate in Baron & Budd's Pharmaceutical Litigation Group, and works primarily on litigation against manufacturers of dangerous drugs and medical devices. Prior to joining Baron & Budd, Mr. MacDonald clerked for the Honorable Royce C. Lamberth of the U.S. District Court for the District of Columbia. During his clerkship, Mr. MacDonald drafted numerous opinions in civil cases on complex legal issues, including claims against state sponsors of terrorism brought under the Foreign Sovereign Immunities Act and claims against the United States brought under the Federal Tort Claims Act. Mr. MacDonald received his juris doctor from the George Washington University Law School, where he explored his interest in federal constitutional law through participation in GW's Institute for Constitutional History and the American Constitution Society. Mr. MacDonald received his undergraduate degree from the University of Texas at Austin, where he studied history and political science. Throughout his education, Mr. MacDonald undertook internships in all three branches of federal government, working for the House of Representatives, the National Archives, and the federal courts.

### **Green Ketchum**

**Paul Farrell, Jr.** is widely considered one of the premier trial lawyers in southern West Virginia with experience prosecuting medical malpractice cases, birth trauma cases and negligent credentialing cases. Paul was named West Virginia Trial Lawyers Association Member of the Year (2002) and is the Past President of the West Virginia Association for Justice (2011-2012). He won a \$10 million landmark medical malpractice trial verdict in Monongalia County in *Riggs v. West Virginia Univ. Hospitals, Inc.*, 221 W.Va. 646, 656 S.E.2d 91 (2007) and affirmed on appeal a record \$38 million nursing home case *Manor Care, Inc. v. Douglas*, 234 W. Va. 57, 763 S.E.2d 73 (2014). He filed one of the first Transvaginal Mesh cases in the country which resulted in the consolidation of some 80,000 cases from all over the country in federal court in Charleston, WV, where he served on the MDL Executive Committee. Mr. Farrell served as trial counsel in a \$2 million-dollar bellwether verdict in *In re C.R. Bard, Inc.*, 810 F.3d 913, 917 (4th Cir. 2016) which was followed by an \$18.5 million verdict in 4 consolidated cases in *Campbell v. Boston Sci. Corp.*, No. 2:12-CV-08633, 2016 WL 5796906, at \*19 (S.D.W. Va. Oct. 3, 2016). Paul volunteers (for \$1 a year) to serve as an Assistant Prosecuting Attorney in Cabell County, WV to help prosecute drug-related crimes. The Cabell County Commission is quoted in the Herald-Dispatch as saying, "I think it's a great thing that Mr. Farrell is saving the taxpayers a lot of money by working for \$1 a year. How many good, qualified attorneys can you find that will work for \$1." Paul volunteers because "Sometimes there are causes bigger than money."

Mr. Farrell has made some (30) appearances before the West Virginia Supreme Court. He has been a frequent presenter at both state and national legal education seminars on a wide range of subject matters.

**Bert Ketchum**, a partner at Greene, Ketchum, Farrell, Bailey & Tweel, LLP in Huntington, West Virginia, is an experienced trial lawyer who has tried cases to juries in the state and federal courts of West Virginia, Ohio and Kentucky including, but not limited to, wrongful death, motor vehicle accidents, mining accidents, medical malpractice, workplace injuries, eminent domain, insurance disputes and murder. Mr. Ketchum's appellate experience includes arguing cases before



the West Virginia Supreme Court of Appeals and the United States Fourth Circuit Court of Appeals.

Mr. Ketchum was honored in 2007 as one of West Virginia's 40 best and brightest professionals under 40. In 2009, he was selected for membership into The National Trial Lawyers Top 100 Trial Lawyers in West Virginia. He was also selected for inclusion into the West Virginia Super Lawyers in 2010, for membership into the National Advocates Top 100 Trial Lawyers in 2014 and for membership into the Nation's Top 1% in 2015. Mr. Ketchum currently serves on the West Virginia Law Institute's Governing Council, the West Virginia Judicial Vacancy Advisory Commission, the West Virginia Association for Justice Board of Governors and the WV Public Defender Corporation Board of Directors for the 6th and 24th Judicial Circuits. He is also a member of the American Association for Justice Construction Site Accident Litigation Group and a past President of the Cabell County Bar Association.

In addition to his many community services, Mr. Ketchum was elected to the Faculty Merit Foundation of West Virginia in 2012. Mr. Ketchum is a graduate of Ohio University and the John Marshall Law School in Atlanta.

### **McHugh Fuller**

**Michael J. Fuller** is a founding member and senior partner of McHugh Fuller Law Group. He has extensive experience in complex medical and health-care related cases. Mr. Fuller has litigated and tried numerous cases to verdict nationwide. His firm specializes in cases involving multiple corporate defendants and extensive, voluminous discovery. Mr. Fuller obtained his juris doctorate from the University of Florida where he graduated with high honors. He then became a prosecutor for several years before joining a top national law firm. In 2006, Mr. Fuller started his own national law firm. Mr. Fuller is licensed to practice law in the Commonwealth of Kentucky, the District of Columbia, Florida, Georgia, Michigan, Mississippi, Missouri, New York, Ohio, Pennsylvania, Tennessee, West Virginia, and Wisconsin.

**Amy Quezon** is one of the lead trial lawyers at McHugh Fuller Law Group. After obtaining her juris doctorate from Stetson College of Law in 1992, she began her career as a prosecuting attorney in Tampa, Florida. In 1998, she began her civil trial career litigating complex medical and health-care related cases. Over the course of her entire career she has tried over one hundred cases to verdict and amassed well over one hundred million dollars in verdicts on behalf of her clients. Ms. Quezon has been A-V rated by Martindale-Hubbell Law Directory, its highest rating, for nineteen years. She is admitted to practice in the Commonwealth of Kentucky, Florida, Texas, Mississippi, Tennessee, West Virginia, Ohio, Missouri, Wisconsin, Georgia, and New Hampshire.

### **Powell & Majestro**

**Anthony J. Majestro** has a proven record of litigating matters of great complexity nationwide, as well as in Palm Cities, West Virginia. Mr. Majestro is currently the managing partner at Powell & Majestro P.L.L.C. The firm handles complex litigation including the representation of individuals and others who are victims of consumer fraud or are injured by defective products. Mr. Majestro and the firm have extensive experience in representing those injured by defective drugs and medical devices. Mr. Majestro has successfully represented or is currently representing clients with injuries caused by Fen-Phen/Redux, Paxil, Baycol, Propulsid,

Oxycontin, Rezulin, Vioxx, hormone replacement drugs, pedicle screws, and breast implants. In addition, Mr. Majestro leads the firm's extensive consumer protection practice. Mr. Majestro recently filed the first cases in the country on behalf of public entities against the wholesale distributors of prescription opiates in southern West Virginia.

### **Hill Peterson**

**R. Edison (Ed) Hill** is a trial attorney and the founder and a member/partner of Hill, Peterson, Carper, Bee & Deitzler, PLLC. Mr. Hill has served as class action counsel for numerous certified class actions, including *Burch, et al. v. American Home Products Corp, et al.* (Fen-Phen Diet Drug Litigation), the largest pharmaceutical class action in the history of West Virginia, and *Leach, et al. v. E. I. du Pont de Nemours and Company*. He also serves on the Plaintiffs Steering Committee for *In re: E. I. Dupont de Nemours and Company C-8 Personal Injury Litigation*, which recently reached a settlement valued at nearly \$1 billion. Mr. Hill was named as one of "America's 100 Most Influential Trial Lawyers" by The Trial Lawyer's RoundTable in 2017 and has been designated as one of West Virginia's twelve "Litigation Stars" by Benchmark Plaintiff (The Definitive Guide To American Leading Plaintiff Firms & Attorneys). He has also been named as a Fellow of the West Virginia Bar Foundation, awarded to "lawyers whose professional, public and private careers have demonstrated outstanding dedication to the welfare of their communities and honorable service to the legal profession with the individuals selected reflecting the diverse nature of the legal profession in West Virginia."

Mr. Hill is involved in many legal professional organizations, including American Association for Justice (Life Member), National Trial Lawyers Association (Executive Committee Member), West Virginia Trial Lawyers Association (Past-President and current Board of Governors member), Public Justice Foundation, Lawyer-Pilots Bar Association, Southern Trial Lawyers Association and the Consumer Attorneys of West Virginia. He has been named a West Virginia Super Lawyer® each year from 2009 the present. He also serves as Chairman for the Central West Virginia Regional Airport Authority, which is the governing board for Yeager Airport, located in Charleston, West Virginia. He has served on the Yeager Airport Board of Directors since 1993.

**James C. Peterson** has been a member/partner at Hill, Peterson, Carper, Bee & Deitzler, PLLC since 1983, focusing his legal practice on litigation of severe personal injury, medical/legal malpractice, product liability, insurance bad faith, mass tort/class action involving defective products, pharmaceuticals and insurance issues. He served as co-lead counsel for on the settlement of the largest pharmaceutical class action litigation in the history of the State of West Virginia, involving the diet drug Fen-Phen (*Burch, et al. v. American Home Products Corporation, et al.*). Settlements and verdicts handled on behalf of his firm Hill & Peterson or on a co-counsel basis exceeds \$1.6 billion. Representative mass tort/class action in addition to *Burch* includes *McCallister, et al., v. Purdue-Pharma, Inc., et al.* (Oxycontin - potent pain killer drug); *VIOXX Products Liability Litigation*, MDL 1657 (osteo-arthritic pain medication); *In Re: E. I. Dupont de Nemours and Company C-8 Personal Injury Litigation*, MDL 2433 (involving representation of 3,500 plaintiffs who suffered various cancers and other illnesses due to exposure to C-8, a chemical used in the manufacture of Teflon, in public drinking water; global settlement reach in 2017 for close to \$1 billion.); and *Good v. American Water Works Company, Inc., et al.*, Case No. 2:14-CV-01374 (putative class alleging economic and personal injury loss due to water



contamination, tentative settlement reached Fall 2016, for over 250,000 residents and businesses in the 9-county area).

Mr. Peterson has been board-certified as a civil trial specialist by the National Board of Trial Advocacy (NBTA) since 1990; named member of the year by the West Virginia Trial Lawyers Association in both 1988 and 1993; served in a variety of positions with both state and national trial lawyer organizations, including president of the West Virginia Trial Lawyers' Association (1996-1997); and admitted to practice in the states of Minnesota, Ohio, and West Virginia.

Since 1987, Mr. Peterson has presented over 40 papers and articles nationwide on various legal topics in over two dozen states. He authored a chapter for a National Brain Injury Association publication involving hedonic damages, and an article on the same for TRIAL Magazine (published by American Association for Justice). Mr. Peterson is recognized as a life member of American Association for Justice (AAJ), an honor bestowed on approximately 50 lawyers for that nationwide trial organization. He was selected in 2005, along with two of his partners Ed Hill and Harry Deitzler, as Trial Lawyers of the Year by Public Justice.

## EXHIBIT B

### Current Client List

# // CURRENT CLIENT LIST

These 461 cities, counties, states, and sovereign nations have either signed contracts with our legal team or have passed resolutions authorizing our hire. In total, our firms represent more than 43.4 million people through their governmental entities, covering more than 13% of the United States population.

## Alabama

Baldwin County  
Bibb County  
Bullock County  
Cherokee County  
Chilton County  
City of Clanton  
City of Decatur  
City of Demopolis  
City of Enterprise  
City of Eufaula  
City of Fort Payne  
City of Guin  
City of Hamilton  
City of Hartselle  
City of Marion  
City of Mobile  
City of Moulton  
City of Opp  
City of Ozark  
City of Phenix City  
City of Selma  
City of Union Springs  
Coffee County  
Conecuh County  
Cullman County  
Dallas County  
Etowah/Gadsden, et al  
Greene County  
Lawrence County  
Lowndes County  
Marengo County  
Mobile County  
Morgan County  
Sumter County  
Tallapoosa County

## Alabama (cont.)

Town of Double Springs  
Tuscaloosa County  
Washington County  
Wilcox County

## California

Butte County  
Calaveras County  
Del Norte County  
El Dorado County  
Fresno County  
Glenn County  
Imperial County  
Inyo County  
Lassen County  
Mendocino County  
Merced County  
Modoc County  
Nevada County  
Placer County  
Plumas County  
Sacramento County  
San Benito County  
San Diego County  
Shasta County  
Siskiyou County  
Sutter County  
Tehama County  
Trinity County  
Tuolumne County  
Yuba County

## Florida

Bay County  
Calhoun County

## Florida (cont.)

City of Miami Gardens  
City of New Port Richey  
City of North Miami  
City of Palm Bay  
City of Panama City  
City of Pensacola  
City of Pinellas Park  
City of St. Petersburg  
Escambia County  
Gulf County  
Holmes County  
Miami-Dade County  
Pasco County  
Pinellas County  
Santa Rosa County

## Georgia

City of Augusta  
City of Columbus  
Laurens County  
Lee County  
Monroe County  
Union County  
Wilkinson County

## Illinois

Alexander County  
Bond County  
Christian County  
City of Granite City  
City of Metropolis  
City of Rockford  
Coles County  
Edwards County  
Effingham County

Illinois (cont.)

Gallatin County  
Hamilton County  
Hardin County  
Jasper County  
Jefferson County  
Jersey County  
Johnson County  
Lawrence County  
Livingston County  
Marion County  
Massac County  
Pulaski County  
Saline County  
Shelby County  
Union County  
Wabash County  
Washington County  
White County  
Williamson County  
Winnebago County

Indiana

City of Evansville  
City of Fishers  
City of Fort Wayne  
City of Greenwood  
City of Hartford  
City of Jeffersonville  
City of Kokomo  
City of Martinsville  
City of Montpelier  
City of Muncie  
City of New Albany  
City of Noblesville  
City of Peru  
City of Seymour  
City of Shelbyville  
City of South Bend  
City of Terre Haute  
City of Westfield  
Harrison County  
Howard County  
Jackson County

Indiana (cont.)

Tippecanoe County  
Town of Atlanta  
Town of Chandler  
Town of Sheridan  
Town of Zionsville  
Vigo County

Kansas

Cherokee County  
Cowley County  
Pratt County  
Sedgwick County

Kentucky

Allen County  
Anderson County  
Bell County  
Boone County  
Boyd County  
Boyle County  
Bracken County  
Bullitt County  
Campbell County  
Carlisle County  
Carter County  
Christian County  
City of Lexington  
City of Louisville/ Jefferson  
County Metro Gov  
Clark County  
Clay County  
Cumberland County  
Elliott County  
Fleming County  
Franklin County  
Garrard County  
Greenup County  
Harlan County  
Henderson County  
Henry County  
Hopkins County  
Jessamine County  
Kenton County

Kentucky (cont.)

Knox County  
Laurel County  
Leslie County  
Letcher County  
Lincoln County  
Madison County  
Marshall County  
Martin County  
Montgomery County  
Nicholas County  
Oldham County  
Pendleton County  
Perry County  
Powell County  
Pulaski County  
Rowan County  
Scott County  
Shelby County  
Spencer County  
Union County  
Wayne County  
Whitley County  
Woodford County

Louisiana

East Baton Rouge Parish/ City of  
Baton Rouge  
St. John Parish

Maryland

Allegany County  
Cecil County  
City of Cumberland  
City of Frostburg  
City of Hagerstown

Massachusetts

City of Agawam  
City of Amesbury  
City of Chelsea  
City of Easthampton  
City of Everett  
City of Greenfield



Massachusetts (cont.)

City of Leominster  
City of Lowell  
City of Lynn  
City of Malden  
City of Medford  
City of Methuen  
City of Newburyport  
City of North Adams  
City of Northampton  
City of Pittsfield  
City of Revere  
City of Woburn  
Town Grafton  
Town of Acushnet  
Town of Auburn  
Town of Billerica  
Town of Brewster  
Town of Carver  
Town of Charlton  
Town of Clarksburg  
Town of Douglas  
Town of Dudley  
Town of East Bridgewater  
Town of Eastham  
Town of Freetown  
Town of Georgetown  
Town of Hanson  
Town of Hopedale  
Town of Lakeville  
Town of Leicester  
Town of Leverett  
Town of Marblehead  
Town of Mashpee  
Town of Nantucket  
Town of North Attleborough  
Town of North Reading  
Town of Northbridge  
Town of Norton  
Town of Norwell  
Town of Palmer  
Town of Pembroke  
Town of Plainville  
Town of Plymouth

Massachusetts (cont.)

Town of Rockland  
Town of Salisbury  
Town of Sandwich  
Town of Shirley  
Town of Southbridge  
Town of Spencer  
Town of Sturbridge  
Town of Sudbury  
Town of Sutton  
Town of Tewksbury  
Town of Truro  
Town of Tyngsborough  
Town of Warren  
Town of Watertown  
Town of West Springfield  
Town of Westborough  
Town of Westford  
Town of Winchendon  
Town of Winthrop

Michigan

Canton Township  
City of Livonia  
Eaton County

Mississippi

Amite County  
Benton County  
City of Charleston  
City of Greenwood  
City of Hattiesburg  
City of New Albany  
Forrest County  
Itawamba County  
Jefferson County  
Jefferson Davis County  
Lawrence County  
Leake County  
Lincoln County  
Marion County  
Marshall County  
Monroe County  
Neshoba County

Mississippi (cont.)

Newton County  
Perry County  
Prentiss County  
Stone County  
Tallahatchie County  
Tippah County  
Union County  
Walthall County

Missouri

Montgomery County  
Pulaski County  
Warren County

Nebraska

Douglas County  
Sarpy County

New Hampshire

City of Franklin  
City of Laconia  
Town of Derry  
Town of Londonderry

New Mexico

The State of New Mexico

North Carolina

Alamance County  
Beaufort County  
Brunswick County  
Buncombe County  
Burke County  
Caldwell County  
Carteret County  
Caswell County  
Catawba County  
City of Fayetteville  
City of Jacksonville  
City of Wilmington  
City of Winston Salem  
Columbus County  
Dare County

North Carolina (cont.)

Forsyth County  
Gaston County  
Greene County  
Halifax County  
Martin County  
McDowell County  
New Hanover County  
Onslow County  
Orange County  
Person County  
Pitt County  
Randolph County  
Richmond County  
Rockingham County  
Rowan County  
Rutherford County  
Stokes County  
Surry County  
Warren County  
Watauga County  
Wilkes County  
Yadkin County

Ohio

Adams County  
Ashland County  
Athens County  
Belmont County  
Brown County  
Champaign County  
City of Cincinnati  
City of Cleveland  
City of Lebanon  
City of Portsmouth  
Clermont County  
Columbiana County  
Coshocton County  
Crawford County  
Darke County  
Delaware County  
Erie County  
Fairfield County  
Franklin County

Ohio (cont.)

Gallia County  
Geauga County  
Guernsey County  
Hamilton County  
Hocking County  
Huron County  
Jackson County  
Knox County  
Lawrence County  
Licking County  
Logan County  
Marion County  
Monroe County  
Morrow County  
Muskingum County  
Ottawa County  
Perry County  
Pike County  
Ross County  
Scioto County  
Seneca County  
Vinton County  
Wayne County  
Williams County

Oregon

City of Portland

Pennsylvania

City of Wilkes-Barre  
Columbia County  
Indiana County  
Luzerne County  
Wyoming County

Rhode Island

City of Central Falls  
City of Cranston  
City of East Providence  
City of Glocester  
City of Newport  
City of Pawtucket  
City of Warwick

Rhode Island (cont.)

Town of Barrington  
Town of Bristol  
Town of Burrillville  
Town of Charlestown  
Town of Coventry  
Town of Cumberland  
Town of East Greenwich  
Town of Foster  
Town of Hopkinton  
Town of Jamestown  
Town of Johnston  
Town of Narragansett  
Town of North Kingstown  
Town of North Providence  
Town of Richmond  
Town of Smithfield  
Town of South Kingstown  
Town of West Greenwich  
Town of West Warwick  
Town of Westerly

Tennessee

Campbell County  
City of Lexington  
Crockett County  
Fentress County  
Greene County  
Hamblen County  
Hancock County  
Hawkins County  
Haywood County  
Henderson County  
Johnson County  
Madison County  
Montgomery County  
Overton County  
Pickett County  
Williamson County

Virginia

City of Virginia Beach  
Scott County

West Virginia

Boone County

Cabell County

City of Vienna

Fayette County

Kanawha County

Logan County

Wayne County

Wisconsin

Dane County

Milwaukee County

Waukesha County

Sovereign Nations

Blackfeet

Eastern Band of Cherokee

Lower Brule Sioux

Oneida

Red Lake Band of Chippewa

Seneca Nation

Tule River

White Earth

- *In Re: Bard IVC Filters Products Liability Litigation*, MDL 2641, appointed to the Plaintiffs' Steering Committee and the Plaintiffs' Executive Committee;
- *In Re C. R. Bard, Inc., Pelvic Repair System Products Liability Litigation*, MDL No. 2187, appointed to the Plaintiffs' Steering Committee;
- *In Re American Medical Systems, Inc., Pelvic Repair System Products Liability Litigation*, MDL No. 2325, appointed to the Plaintiffs' Steering Committee;
- *In Re Boston Scientific Corp. Pelvic Repair System Products Liability Litigation*, MDL No. 2326, appointed to the Plaintiffs' Steering Committee;
- *In Re Ethicon, Inc., Pelvic Repair System Products Liability Litigation*, MDL No. 2327, appointed to the Plaintiffs' Steering Committee;
- *In Re Coloplast Corp. Pelvic Support Systems Products Liability Litigation*, MDL No. 2387, appointed to the Plaintiffs' Steering Committee;
- *In Re Cook Medical, Inc., Pelvic Repair System Products Liability Litigation*, MDL No. 2440, appointed to the Plaintiffs' Steering Committee;
- *In Re Neomedic Pelvic Repair System Products Liability Litigation*, MDL No. 2511, appointed to the Plaintiffs' Steering Committee;
- *In Re: Zofran (Ondansetron) Products Liability Litigation*, MDL 2657, appointed to the Plaintiffs' Steering Committee.

Mr. Budd is AV-rated by Martindale-Hubbell Law Directory, its highest rating. He serves on the American Association for Justice's Board of Governors. Mr. Budd is licensed to practice law in Michigan and Texas, and in several federal courts, including the U.S. Supreme Court.

**J. Burton LeBlanc, IV** is an experienced trial lawyer who served as the President of the American Association for Justice ("AAJ"), the premier nationwide organization that supports plaintiff trial lawyers. Mr. LeBlanc concentrates his practice on environmental law and pharmaceutical, asbestos, and securities litigation. He has extensive experience litigating complex cases, including pharmaceutical litigation against GlaxoSmithKline regarding the diabetes drug Avandia. Mr. LeBlanc was appointed by the Honorable Douglas P. Woodlock of the U.S. District Court for the District of Massachusetts as a member of the Plaintiffs' Steering Committee in *In Re: Fresenius Granuflo/Naturalyte Dialysate Products Liability Litigation*, an MDL that is pending in that court.

Mr. LeBlanc has also represented governmental entities, including the State of Mississippi, in complex consumer fraud litigation. Mr. LeBlanc represented the State of Mississippi Employees Retirement System as co-lead counsel in litigation against Semtech Corporation for the violation of federal securities laws by backdating stock, achieving a \$20 million settlement on behalf of purchasers of Semtech's securities. During his career, Mr. LeBlanc has worked to recover hundreds of millions of dollars for injured working men and women in Louisiana, including multiple jury verdicts of over one million dollars. Mr. LeBlanc is licensed to practice law in Louisiana and Texas.

**Laura J. Baughman** litigated and managed the Firm's day-to-day work on consumer protection cases filed on behalf of seven states (Hawaii, West Virginia, Mississippi, New Mexico, Utah, Kentucky and Maryland) against GlaxoSmithKline regarding its fraudulent and deceptive marketing of the diabetes drug Avandia. This litigation settled in 2013 for \$177 million. Ms. Baughman performed the same role in litigation filed on behalf of the state of West Virginia, along with Mississippi and Hawaii, against various financial institutions regarding violation of those



states' consumer protection laws via fraudulent payment protection plans and related credit card services. These cases were successfully resolved for more than \$43 million.

Ms. Baughman is lead outside counsel for the State of Mississippi in a consumer protection act case regarding Fresenius' deceptive marketing of the dialysate GranuFlo. Ms. Baughman has made multiple court appearances on behalf of the State in Desoto County, Mississippi, and has taken numerous depositions and taken the lead on expert discovery. Between 2013 and 2016, Ms. Baughman was also active in litigating GranuFlo personal injury cases pending in the City of St. Louis, the State of Massachusetts Middlesex Superior Court, and in the District of Massachusetts as part of MDL No. 1:13-MD-2428-DPW, *In Re: Fresenius GranuFlo/Naturalyte Dialysate Products Liability Litigation*.

In addition to her law degree, Ms. Baughman holds a master's degree in civil (environmental) engineering. Ms. Baughman has extensive experience with the law firm's toxic tort litigation group and has worked on cases throughout the country involving exposure to mercury, lead, formaldehyde, chromium, dioxin, PCBs, TCE and water contaminated with MTBE, benzene and toluene. She was appointed as lead class counsel by federal and state courts in California in litigation regarding a hair treatment product which was falsely advertised as being formaldehyde-free, and was successful in obtaining class certification and a \$4.2 million settlement. *See In re Brazilian Blowout Litig.*, No. 2:10-cv-8452, 2011 U.S. Dist. LEXIS 40158 (C.D. Cal. Apr. 12, 2011).

Ms. Baughman served as co-lead counsel in a California Proposition 65 water contamination case filed against several oil companies, culminating in a precedent-setting settlement providing significant funding for improvement projects to protect and clean up California drinking water supplies. Ms. Baughman also successfully represented three environmental groups in their efforts to reduce diesel engine exhaust emissions from school buses. The settlement of that case resulted in more than \$28 million being invested by the largest private school bus fleet in California in order to decrease the pollutant levels inside the buses.

Ms. Baughman is AV-rated by Martindale-Hubbell Law Directory, its highest rating, and is licensed to practice law in Texas, New York, California and Missouri. Ms. Baughman earned her law degree, with honors, from the University of Texas School of Law.

**Roland Tellis'** practice focuses on complex, high-profile litigation, including consumer class actions, financial fraud, business torts, corporate misconduct, automobile defect, food labeling, false advertising, securities fraud and environmental contamination. He holds leadership roles in numerous multi-state, complex class action cases, including *Bias v. Wells Fargo Bank*, a certified nationwide RICO class action involving millions of mortgage loans that settled for more than \$50 million; *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation*, a multi-state class action in the process of settling with values and fines totaling in the billions of dollars, involving hundreds of thousands of vehicles equipped with "defeat devices" designed to evade emissions laws; and *In Re: Takata Airbag Products Liability Litigation*, which has received preliminary approval for a settlement valued at \$553 million.

Mr. Tellis received commendation from the U.S. Department of Justice and the Federal Bureau of Investigation for his assistance in a successful parallel prosecution of a \$120 million securities Ponzi scheme perpetrated by foreign currency traders. He has served on the Board of Governors of the Association of Business Trial Lawyers and as a Lawyer Representative to the Ninth Circuit Judicial Conference. Mr. Tellis has also served as a Co-Chair of the Settlement Panel of the U.S. District Court for the Central District of California. He was selected for the 2017 edition

of *The Best Lawyers in America*®.

**Thomas M. Sims** has worked on a variety of toxic tort cases, representing individuals who have been injured by exposure to mercury, chromium, dioxin, PCBs, TCE and beryllium. Mr. Sims was trial counsel in two lengthy bench trials involving insurance coverage issues in a Tucson, Arizona groundwater contamination case, both of which produced favorable verdicts for his clients. He was on the legal team that was awarded the 2006 Public Justice "Trial Lawyer of the Year" Award for work on this case.

Mr. Sims has also represented whistleblowers in an effort to combat fraud against the government. In one such case, he persuaded the California Court of Appeals to adopt the theory of implied certification as a basis for liability under the California False Claims Act, the first time a California court adopted this theory. *See San Francisco Unified Sch. Dist. ex rel. Contreras v. Laidlaw Transit, Inc.*, 182 Cal. App. 4th 438 (2010). In a subsequent appeal in the same case, Mr. Sims marshaled thousands of pages of documentary evidence and hours of witness testimony to convince the appellate court to reverse the trial court's summary judgment decision. *San Francisco Unified Sch. Dist. v. First Student, Inc.*, 224 Cal. App. 4th 627 (2014).

In 2009, Tom was part of the distinguished trial team for the month-long trial of *Robinson v. U.S. Army Corps of Engineers*, Civil Action No. 06-2268, in U.S. District Court in New Orleans, Louisiana, seeking compensation on behalf of local residents for damages incurred in the aftermath of Hurricane Katrina as the result of the negligence of the U.S. Army Corps of Engineers with respect to the maintenance and operation of the Mississippi River Gulf Outlet (MR-GO) navigational channel.

Mr. Sims currently devotes the majority of his time to seeking compensation on behalf of individuals and public entities that have been harmed by unsafe prescription drugs. He was part of the litigation team that helped seven states' attorneys general recover a \$177 million settlement against GSK regarding its fraudulent marketing of the diabetes drug Avandia. In 2016, Tom was appointed to the Plaintiffs' Steering Committee for *In Re: Fluoroquinolone Products Liability Litigation*, MDL 2642. Baron & Budd was the first law firm to represent the many men and women who developed peripheral neuropathy as a result of Fluoroquinolone use.

Mr. Sims earned his law degree, with honors, from the University of Texas School of Law. Mr. Sims is licensed to practice law in Texas and California as well as numerous federal courts.

**S. Ann Saucer** has worked as an associate, shareholder and Of Counsel at Baron & Budd for more than a decade. Her practice focuses on appellate advocacy and briefing in complex litigation. She has successfully argued before the United States Ninth Circuit Court of Appeals, United States Fifth Circuit Court of Appeals, state appellate courts, and federal and state trial courts. Ms. Saucer graduated first in her class from Loyola University School of Law, New Orleans and clerked for the Chief Judge of the United States Fifth Circuit Court of Appeals.

Between 2013 and 2016, Ms. Saucer was the primary author of most of the briefs (including motions to remand, responses to motions to dismiss, and responses to motions to disqualify outside counsel) filed by the Commonwealth of Kentucky and states of West Virginia, Mississippi, Maryland and Utah in their consumer protection litigation regarding fraudulent marketing of the diabetes drug Avandia. These cases, brought by seven states Attorneys General against GlaxoSmithKline, settled for \$177 million.

Ms. Saucer was also the primary author of all of the briefs filed on behalf of Hawaii, West



Virginia and Mississippi regarding violation of those states' consumer protection laws via fraudulent payment protection plans and related credit card services, and presented oral argument on complex legal issues in federal and state courts in this litigation. Published victories from this litigation include *Hawaii ex rel. Louie v. HSBC Bank Nevada, N.A.*, 761 F.3d 1027 (9th Cir. 2014) (reversing District Court with instructions to remand); *Hood ex rel. Mississippi v. JP Morgan Chase & Co.*, 737 F.3d 78 (5th Cir. 2013) (same); *State ex rel. Discover Fin. Servs. v. Nibert*, 744 S.E.2d 625 (W. Va. 2013), in which the West Virginia Supreme Court overturned its earlier precedent and awarded the West Virginia Attorney General even greater power and authority; and *West Virginia ex rel. McGraw v. JPMorgan Chase & Co.*, 842 F. Supp. 2d 984 (S.D. W. Va. 2012) (granting motion to remand).

Between 2003 and 2005, Ms. Saucer was a key author of the federal court briefing defending the rights of Fen-Phen victims in the renegotiated AHP class action settlement, and was asked to speak at Fen-Phen litigation seminars. She also has spoken and published on federal procedural issues, and her background covers the spectrum of environmental law, consumer protection, product liability, and toxic torts. Ms. Saucer is licensed to practice law in Texas and Louisiana and numerous federal appellate and district courts.

**Mark Pifko** has more than ten years of experience litigating complex, multi-party, multi-district and class action cases. Since joining Baron & Budd's Los Angeles office in 2011, Mark Pifko has taken on powerful corporations in class action cases concerning a wide range of products and services, including, banking, motor vehicles, food products and cosmetics. Mr. Pifko's representative cases include: *Bias v. Wells Fargo Bank*, a certified nationwide RICO class action involving millions of mortgage loans that settled for more than \$50 million; *In Re: Takata Airbag Products Liability Litigation*, which has received preliminary approval for a settlement valued at \$553 million; *Aarons, et al. v. BMW of North America, LLC, et al.*, a class action brought on behalf of Mini Cooper owners and lessees concerning automatic transmission failures, settlement valued at \$10 million; *In Re: Alexia Foods Inc. Litigation*, a class action concerning "All Natural" frozen potato products, settlement valued at \$3.2 million; and *Delacruz v. CytoSport, Inc.*, a class action concerning Muscle Milk protein drinks, settlement valued at \$5 million. In addition to his litigation work, Mr. Pifko is a talented writer whose articles on class action law and consumer advocacy have been published in California Lawyer magazine and the Daily Journal newspaper.

**Alicia Butler** has worked as an associate, shareholder, and of counsel with Baron & Budd in numerous roles, ranging from major toxic exposure cases to other wide-sweeping consumer cases. Currently, Ms. Butler focuses on pharmaceutical litigation, as well as whistleblower/qui tam cases and Medicare fraud cases.

Previously, Ms. Butler worked on a variety of toxic exposure cases with Baron & Budd that impacted thousands of people harmed by dangerous toxins. She represented hundreds of residents in a Pennsylvania community contaminated by radiation from local nuclear fuel facilities. She has also represented more than 1,500 workers suffering from health problems associated with arsenic, asbestos, benzene, beryllium, lead, mercury, and silica exposure at a plant in West Virginia. Ms. Butler has experience working with public entities, as she helped achieve a major settlement on behalf of the City of Santa Monica to hold the oil industry accountable for MTBE contamination in the local water supply.

Ms. Butler currently serves as a pro bono legal adviser to the Workers' Defense Project in Austin, Texas in the area of occupational safety and health issues.

Ms. Butler earned her J.D., with honors, from the University of Texas School of Law



**REQUEST FOR PROPOSALS**

**FOR**

**SPECIAL COUNSEL LEGAL SERVICES FOR OPIOID EPIDEMIC  
INVESTIGATION AND POTENTIAL LITIGATION**

**PROPOSAL NUMBER BC-04-30-18-35**

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

Release Date: April 2, 2018



RFP Title: Request for Proposals for Special Counsel Legal Services for Opioid Epidemic Investigation and Potential Litigation  
Proposal Number: BC-04-30-18-35  
Opening Date: April 30, 2018 @ 2:00 PM

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## I. INTRODUCTION

Leon County, Florida ("County") is soliciting proposals (letter of interest) to retain the services of a law firm or consortium of law firms ("Special Counsel") to provide legal representation to the County in connection with an investigation and potential litigation involving the manufacture, marketing, sale and distribution, or the prescribing of prescription opioid products in Leon County, Florida.

Special Counsel will be retained pursuant to a contingency arrangement consistent with Florida Law and must have resources sufficient to advance all costs, including the costs associated with retaining any experts needed to perform or assist in the performance of the work contemplated by this solicitation.

Special Counsel must also be free of any conflict of interest, unless otherwise waived. Current representation of an entity that markets, manufactures, prescribes, or distributes prescription opioid products will present an insurmountable conflict. Retention will include significant evaluative and investigative preparatory work. Litigation may include but is not limited to drafting pleadings, motions, briefs, and all other papers to be filed in court; conducting and responding to discovery; attending all pretrials, trials and post-trial court appearances; and handling appeals, all of which is described in more detail in the Description of Legal Services and/or Scope of Work set forth below.

If no monetary recovery is realized by the County, Special Counsel shall receive no compensation or reimbursement of costs and expenses. Any compensation or reimbursement of costs and expenses will be limited solely to a percentage of any monetary amounts received in accordance with the contract for legal services.

This solicitation does not commit the County to award any contract, to pay costs incurred in the preparation of any response to this solicitation, or to procure or pay for any services.

The respondent submitting the best Proposal consistent with the criteria set forth herein, and in the best interest of the County, will be recommended to the Leon County Commission at their May 8, 2018 public meeting by the Evaluation Committee. The Leon County Commission shall authorize the County Attorney to negotiate and to execute any agreement resulting from this solicitation consistent with this Request for Proposal and any further direction from the County Commission when the selection is made.

## II. GENERAL INSTRUCTIONS

- A. **Response Address:** The response to the proposal should be submitted in a sealed envelope/package addressed in the following manner:

***BC-04-30-18-35 Special Counsel Opioid Legal Services***  
***Purchasing Division***  
***1800-3 N. Blair Stone Road***  
***Tallahassee, FL 32308***

The firms or attorney's name and address must be on the outside of a sealed envelope. Submittal envelopes must be clearly marked "Special Counsel Opioid Legal Services."

- B. **Proposal Copies:** One ORIGINAL, eight (8) copies and one electronic copy (flash drive, or CD) of the Response ("Proposal") must be furnished on or before the deadline. Responses will be retained as property of the County. The ORIGINAL of your reply must be clearly marked "Original" on its face and



RFP Title: Request for Proposals for Special Counsel Legal Services for Opioid Epidemic Investigation and Potential Litigation  
Proposal Number: BC-04-30-18-35  
Opening Date: April 30, 2018 @ 2:00 PM

must contain an original, non-electronic signature of an authorized representative of the responding firm or individual, all other copies may be photocopies and should be printed double-sided. The contents of the proposal of the successful Proposer will become part of the contractual obligations.

- C. **Proposal Deadline:** Your Proposal prepared in response to this RFP must be received by the Purchasing Division at the above listed address no later than the Opening Date (date and time), as identified in the Schedule of Events, to be considered.

Any Statement of Proposals received after the specified time and date shall not be considered; additionally, any Statement of Proposals submitted orally, telephonically, e-mailed, faxed, or modified shall not be accepted. All Statements of Proposals may only be submitted in person or by mail/courier service to the specified address by the specified deadline. The County cautions firms or attorneys to ensure actual delivery of mailed or hand delivered proposals prior to the deadline set for receiving proposals.

- D. **Schedule of Events:** Below in Table 1 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 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 to the RFP, and public meetings.** The website address is: <http://www.leoncountyfl.gov/procurementconnect/>.

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
April 2, 2018	Release of the RFP
April 18, 2018 - Not later than: 5:00 PM	<b>QUESTIONS/INQUIRIES DEADLINE:</b> Date and time by which written questions and inquiries regarding the RFP must be received by the Leon County Purchasing Division via e-mail submittal to Shelly Kelley at <a href="mailto:kelleys@leoncountyfl.gov">kelleys@leoncountyfl.gov</a> and Geri Forslund at <a href="mailto:forslundg@leoncountyfl.gov">forslundg@leoncountyfl.gov</a> . Respondents are requested to send the e-mail to both representatives.
April 30, 2018 - Not later than: 5:00 PM	<b>OPENING DATE:</b> Date and time by which <b>Proposals</b> must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308

- E. **Information:** Any questions concerning the request for proposal process, required submittals, evaluation criteria, proposal schedule, and selection process should be directed to Shelly W. Kelley and Geri M. Forslund at (850) 606-1600; FAX (850) 606-1601; or e-mail at [KelleyS@leoncountyfl.gov](mailto:KelleyS@leoncountyfl.gov) and [ForslundG@leoncountyfl.gov](mailto:ForslundG@leoncountyfl.gov). **Vendors are requested to send such requests to both representatives of the Purchasing Division.** Email inquiries are preferred.

Each Vendor shall examine the request for proposal documents carefully; and, no later than the date listed above, make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations,

RFP Title: Request for Proposals for Special Counsel Legal Services for Opioid Epidemic Investigation and Potential Litigation  
Proposal Number: BC-04-30-18-35  
Opening Date: April 30, 2018 @ 2:00 PM

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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 proposers.

During the solicitation process, it is the responsibility of the Purchasing Division to ensure that Registered Planholders develop their Proposal with the same information. If a Registered Planholder receives information from Leon County relating to the RFP prior to the information cutoff date, Leon County will ensure that all Registered Planholders receive the same information in a timely fashion.

- F. Prohibited Communications: Any Form of communication, except for written communication with the Purchasing Division requesting clarifications or questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:
1. Any person or person's representative seeking an award from such competitive solicitation; and
  2. Any County Commissioner or 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, 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, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The penalties for an intentional violation of this article shall be those specified in §125.69(1), Florida Statutes, as amended, and shall be deemed supplemental to the penalties set forth in Section 1-9 of the Code of Laws, Leon County, Florida.

- G. Special Accommodation: Any person requiring a special accommodation at a Pre-Proposal Conference or Bid/RFP opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Proposal Conference or Bid/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).



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- H. Proposer Registration: Proposers 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 planholders list for the solicitation. This list is used for communications from the County to prospective Proposers. Also, Proposers 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 Proposer through the Purchasing Division (<http://www.leoncountyfl.gov/Procurementconnect>) may cause your submittal to be rejected as non-responsive.
- I. Registered Planholders: As a convenience to vendors, Leon 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 <http://www.leoncountyfl.gov/procurementconnect/> by simply clicking the planholder link at the bottom of the list of documents for each respective solicitation. A listing of the registered vendors with their telephone and fax numbers is designed to assist vendors in preparation of their responses.
- J. Receipt and Opening of Vendor Responses: Vendor responses will be opened publicly at the date and time identified in the Schedule of Events as the Opening Date. A tabulation sheet of timely received Proposals will be made public and will be posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/procurementconnect/>.

Responses to the RFP received prior to the time of opening will be secured unopened. The Purchasing Agent, whose duty it is to open the responses, will decide when the specified time has arrived and no proposals received thereafter will be considered. The Purchasing Agent will not be responsible for the premature opening of a proposal not properly addressed and identified by Proposal number on the outside of the envelope/package.

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.

- K. Timely Delivery: It is the Proposers responsibility to assure that the proposal is delivered at the proper time and location. Responses received after the scheduled receipt time will be marked "TOO LATE" and deemed non-responsive. Late proposals may be returned unopened to the vendor.
- L. Preparation Costs: The County is not liable for any costs incurred by Respondents prior to the issuance of an executed contract.
- M. Interviews: Firms responding to this RFP must be available for interviews by County staff and/or the Board of County Commissioners.
- N. Preparation and Changes: Proposal must be typed or printed in ink. All corrections made by the Proposer prior to the opening must be initialed and dated by the Proposer. No changes or corrections will be allowed after proposals are opened.
- O. 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.



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- P. Cancellation: The contract may be terminated by the County without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The County may terminate this agreement at any time as a result of the contractor's failure to perform in accordance with these specifications and applicable contract. The County may retain/withhold payment for nonperformance if deemed appropriate to do so by the County.
- Q. 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, 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.
- R. 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.
- S. Licenses and Registrations: The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city occupational license and 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 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 or such other state as applicable.

Failure to provide the above required documentation may result in the proposal being determined as non-responsive.

- T. Audits, Records, and Records Retention: The Contractor shall agree:
1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
  2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five

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- (5) years after termination of the contract, 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 contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
  4. 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.
  5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
  6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

**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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**LEON COUNTY PURCHASING DIVISION  
ATTN: SHELLY KELLEY, PURCHASING DIRECTOR  
1800-3 N. BLAIRSTONE ROAD  
TALLAHASSEE, FLORIDA 32308  
PHONE: 850-606-1600  
EMAIL: KELLEYS@LEONCOUNTYFL.GOV**

- U. Monitoring: To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider'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 provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

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V. Local Preference in Purchasing and Contracting

1. 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:
  - a) 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 in this section, shall be given a preference in the amount of five percent.
  - b) 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 in this article, shall be given a preference in the amount of three percent.
2. Local business definition. 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, 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.
3. 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."

W. 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 <http://www.leoncountyfl.gov/procurementconnect/>. 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 bidders (those vendors who have been registered as receiving a bid 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.

X. 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



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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."

Y. 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.

- Z. Award of RFP and Protest: The proposal will be awarded as soon as possible to the responsive, responsible respondent(s) who rank highest in the evaluation process, unless otherwise stated elsewhere in this document. The County reserves the right to waive minor, nonmaterial irregularities in proposals and to accept or reject, in part or full, any or all Responses when either or both conditions are in the best interest of Leon County.



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Notice of the Intended Decision will be posted on the Leon County website at: <http://www.leoncountyfl.gov/procurementconnect/> for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Any Bidder/Respondent who desires to protest the Intended Decision must file a notice of intent to protest in writing within seventy-two (72) hours after the posting of the Notice of Intended Decision. 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, 1800-3 Blair Stone Road, Tallahassee, Florida 32308.

Protestor shall file a formal written bid protest within 10 days after the date in which the notice of intent of bid protest has been submitted. 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. The vendor shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, vendors 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. Vendors are not to contact departments or divisions regarding the vendor complaint.

- AA. 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 proposer.
- BB. Terms and Conditions: 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.
- CC. Work: Contractor understands that no amount of work is guaranteed to it nor is the County under an 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 representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

### III. SCOPE OF SERVICES

#### A. MINIMUM QUALIFICATIONS AND REQUIREMENTS

1. The responding attorney(s) listed in the Request for Proposal must be a member or members of the Florida Bar in good standing. However, it is recognized that a team approach may be undertaken in responding to this Request for Proposals and any subsequent representation may include more than one law firm and may include law firms based outside the State of Florida. Any team must be fully compliant with Florida Bar rules regarding standing to practice in Florida state courts; specifically any team must include a minimum of one (1) attorney licensed to practice law in the State of Florida. All members of the team and/or firm shall carry professional liability insurance.

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The responding attorney(s) and/or lead team attorney(s) must have practiced for at least ten (10) years and demonstrate significant experience in mass tort, multidistrict/multi-jurisdictional litigation, and/or litigation relevant to the causes of action that may be advanced in representation of the County in this matter. Some experience representing governmental entities and relevant board certification is preferred.

2. The responding attorney(s) must have significant experience in the area of complex litigation, preferably complex consumer fraud and/or complex fraud and regulatory-related investigations and should preferably have litigated at least one (1) class action/mass tort matter involving a governmental plaintiff for each identified area in which they will be lead attorney.
3. Any representation of other government entities, including any state, in litigation involving the opioid epidemic should be described, including the legal theories advanced by the responding attorney/firm and lead team attorneys in other opioid litigation, the jurisdictions wherein opioid related complaints were filed, and the disposition of any cases handled and, if relevant, a description of damages negotiated/awarded or other relief obtained should be stated.
4. The responding firm/team shall have the financial capability to fully fund all appropriate costs of litigation throughout the litigation including any appeals.

**B. DESCRIPTION OF LEGAL SERVICES AND/OR SCOPE OF WORK**

An opioid epidemic is defined as the rapid increase in the use of prescription and non-prescription opioids in the United States. The County seeks to retain the services of one (1) or more highly qualified attorney(s)/firm(s) to represent the County in an opioid epidemic investigation and possible litigation involving the manufacture, marketing, sale and distribution of prescription and non-prescription opioid products in Leon County. The successful attorney(s)/firm(s) must have the ability to provide high quality legal representation of the County in this litigation and be able to provide competent representation to Leon County as a charter county of the State of Florida. The successful attorney(s)/firm(s) will handle all phases of the investigation and potential litigation and be attorney of record for any ensuing litigation, including, but not limited to, preparation of complaint(s), filing complaint(s), service of summons; responding to motions, including motions to dismiss; drafting motions; drafting and responding to discovery requests propounded upon Leon County; tracking documents obtained in discovery; coordinating litigation with other states and local governments to promote, to the extent beneficial, a unified approach to litigation; taking depositions, defending depositions, preparing witnesses for depositions; responding to motions for summary judgment or other dispositive pre-trial motions; drafting motions for summary judgment or other appropriate dispositive motions on behalf of Leon County; consulting with expert necessary to analyze and develop the County's case; identifying experts to testify on behalf of the County; preparing expert witnesses for deposition or trial testimony; preparing legal arguments on motions practice; handling discovery disputes; representing Leon County in trial or in settlement negotiations; representing Leon County in responding to pre-trial motions; representing Leon County in any appeal of any judgment or verdict rendered in the action, and if applicable, any remand from appeal. The legal services will also include apprising the County Attorney on the conduct of the case and on strategy and tactics for each phase of the case. Services will also include responding to public records requests made by outside entities to Leon County regarding the investigation or litigation, to the extent required by law. Leon County will require the resources in place to scan, search, redact and produce all responsive investigation, discovery or litigation documents or alternatively, to perform this work ahead of time and make the documents available for examination and review.

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#### IV. REQUIRED SUBMITTALS

***Proposals are to be submitted bound by binder clips only.*** No manner of plastic, comb or wire bindings, three ring binders, or staples are acceptable. All copies of proposals are to be printed double-sided, on paper with no less than 30% post-consumer recycled content. As a part of our sustainability program, Leon County is reducing the excess packaging, binders, and waste associated with submittals.

Each interested attorney/firm shall provide the following information in a format not exceeding 15 pages, tabbed as enumerated below:

##### A. Business Information

1. Firm name or Joint Venture, business address and office location, telephone number.
2. If a joint venture, list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) of each firm.
3. Address of the office that is to perform the work.
4. Federal Identification Tax Number or Social Security Number.
5. Name of Primary Contact for this solicitation/contract and contact information, including telephone and email address.

##### B. Minimum Qualifications/Requirements

Provide the information necessary to demonstrate satisfaction of the minimum qualifications/requirements set forth above, which shall include but not be limited to the following:

1. A detailed submittal of the responding attorney's and/or team's experience in providing the required services;
2. All participating attorneys' curriculum vitae;
3. The responding attorney(s)' Florida Bar numbers(s) and other applicable license numbers;
4. Demonstration of financial ability to support the full costs of litigation throughout trial and any potential appellate processes; and
5. The legal theories advanced by the attorneys/firms in other opioid litigation, the jurisdictions wherein opioid related complaints were filed, and the disposition of any cases handled and, if relevant, a description of damages negotiated/awarded or other relief obtained should be stated.

##### C. Experience & Organizational Structure

1. Provide information about the attorneys/firms that will be actively involved in the work contemplated in this solicitation as well as the jurisdictions in which they are admitted to practice law and documentation reflecting how their experience ties into the work contemplated in this solicitation.
2. Provide a list of governmental entities the attorneys/firms have previously or are currently representing in opioid epidemic litigation.
3. List the appointment of any and all team members to the role of Co-Lead, Co-Liaison, Executive Committee, Steering Committee or any sub-committees identified by the US District Court for the Northern District of Ohio Eastern Division in the case of In Re: National Prescription Opiate Litigation (Case No. 1:17-md-02804-DAP).



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4. Show the organization chart as it relates to the project indicating key personnel and their relationship. It should be understood that it is the intent of Leon County to insist that those indicated as the project team in the RFP response actually execute the project.
5. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, and accountability.
6. Describe how the team will implement project control systems for time, budget, and quality for this project.

**D. Project Approach**

Describe how you would approach this project, and outline the specific services to be provided. Describe clearly and concisely the tasks and activities that you will perform. Include a time/task schedule. Develop a chart showing the overall sequence of events and time frame for this project.

If a joint venture, indicate how the work will be distributed between the joint venture partners.

**E. Pricing Methodology & Financial Capability**

1. A proposed contingency fee structure, in accord with the sample Contingency Fee Agreement that accords with the Rules Regulating the Florida Bar and Florida law. Responses suggesting tiered contingency arrangements, with differential recoveries depending on the point at which a final resolution is achieved, are encouraged. The contingent fee rate will be an "all in" rate, inclusive of all fees, expenses and costs, including but not limited to expert witness fees and court costs.
2. Provide a description or other evidence of financial capability to fully fund all appropriate costs of litigation throughout the litigation, including any appeals.
3. Evidence of professional liability insurance.
4. A sworn statement that the responding attorneys/firms have not engaged in any Public Entity Crimes and maintain Drug-Free Work Places.

- F. Complete and submit the following included forms: Proposal Response Cover Sheet; Insurance Certification Form; Minority/Women Business Enterprise Participation Plan (if applicable); Equal Opportunity/Affirmative Action Statement; Certification Regarding Debarment, Suspension, And Other Responsibility Matters, Primary Covered Transactions; Affidavit Certification Immigration Laws; Local Vendor Certification (if applicable).

**V. SELECTION PROCESS**

- A. An Evaluation Committee, composed of the County Administrator, the Risk Manager, and the County Attorney, or their respective designees will review and evaluate all proposals received on time and deemed responsive. The County Attorney shall serve as Chair of the Evaluation Committee.
- B. Qualified and responsive submittals will be evaluated by an Evaluation Committee using the evaluation criteria contained herein. Notwithstanding the foregoing, the Evaluation Committee may waive a criteria or requirement if doing so is in the best interest of the County. The County reserves the right to request additional information and clarification of any information submitted, including any omission from the original Response received. All responding parties will be treated equally. The Committee will recommend to the Leon County Board of County Commissioners the submittal deemed to meet the best



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interests of Leon County, giving consideration to each submittal's demonstrated ability to satisfy the experience, capability, financial wherewithal, and compensation, among other considerations.

- C. The County will present the selected Special Counsel (first ranked firm) with an agreement for signature, or as a basis for negotiations, at the Leon County Commission's option. Responses to this solicitation may be incorporated in whole or in part, at the County's sole discretion, in the contract for legal services and, while a Florida licensed attorney in good standing with the Florida Bar is anticipated to sign the contract for legal services, all firms associated with the response will be jointly and severally bound by the terms contained therein and may be required to sign onto the agreement as an additional party thereto.

Should the County be unable to negotiate a satisfactory contract with the first ranked firm considered to be fair, competitive and reasonable, negotiations with that firm shall be formally terminated. The County shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm the Board shall terminate negotiations. The County representative shall then undertake negotiations with the third most qualified firm.

Should the County be unable to negotiate a satisfactory contract with any of the selected firms, the Board representative shall select additional firms to continue negotiations.

- D. Meetings of Evaluation Committees subsequent to the opening of the solicitation shall be public meetings except for any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as a part of the competitive solicitation, or at which a vendor answers questions as a part of a competitive solicitation. Also, any portion of a meeting at which negotiation strategies are discussed are exempt from being a public session.

Notice of all meetings shall be posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/procurementconnect/> and in the Purchasing Division Offices no less than 72 hours (excluding weekends and holidays).

- E. The County retains the right to reject any or all submittals for any reason it deems as being in the best interests of the County, including, but not limited to, if:
1. Those submitting Proposals misstate or conceal any material fact;
  2. The letter of interest does not conform to the law or requirements of the solicitation; or
  3. The letter of interest fails to set forth a proposed contingency fee structure by which the submitting attorney/firm agrees to be bound; or
  4. The letter of interest is conditional.
- F. Evaluation Criteria: Proposals will be evaluated and ranked on the basis of the following considerations:

1. Past Performance
  - a) Quality & Completeness of the proposal(s) ..... 5
  - b) Meets:
    - 1) Budget..... 5
    - 2) Schedule..... 5

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2.	Qualifications of legal team.....	20
3.	Technical competence in	
a)	Attorneys .....	15
b)	Consultants .....	5
4.	Current Workload of Firm .....	5
5.	General Experience of:	
a)	Staff assigned to project .....	5
b)	Firm .....	5
c)	Consultants .....	5
6.	Staff Experience in Similar Projects .....	5
7.	Project Approach and Quality of Response to RFP .....	10
8.	References .....	5
9.	Local Preference .....	5
	Total .....	100

#### VI. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless the County, its officials, officers, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, 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, including reasonable attorney's fees. 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 amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

#### VII. MINORITY/WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

##### A. Minority Business Enterprise (MBE) and Women (WBE) Business Enterprise Requirements

1. There is no Minority and Women Business Enterprise aspirational target prescribed for this solicitation.
2. The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women- owned business enterprises in a competitive environment. This program shall:
  - a. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.
  - b. Established targets designed to increase MBE and WBE utilization proportionate to documented underutilization.
  - c. Provide increased levels of information and assistance available to MBEs and WBEs.
  - d. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.
3. Each Proposer is strongly encouraged to secure MBE and WBE participation through purchase(s) of those goods or services when opportunities are available. For additional information



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regarding the County's Minority, Women, and Small Business Enterprise Policy, or to obtain a listing of certified MWBE's, please contact Darryl Jones, Deputy Director for the Tallahassee/Leon County Office of Economic Vitality by telephone (850) 300-7567 or by email [DJones@oevforbusiness.org](mailto:DJones@oevforbusiness.org). Alternate contacts are MWSBE Coordinators LaTanya Raffington, and Shanea Wilks by email at [lraffington@oevforbusiness.org](mailto:lraffington@oevforbusiness.org) and [swilks@oevforbusiness.org](mailto:swilks@oevforbusiness.org).

4. The online Certification Directory is available to assist you with identifying potential certified vendors for MWSBE participation. The directory is comprised of information relative to certified MBEs, WBEs, and SBEs. You may access the directory via the following link: <https://oevforbusiness.mwsbe.com/>. The directory interface is user-friendly and allows for vendors searches to be conducted for various procurement categories and business capabilities.

**B. 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.

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.

**VIII. INSURANCE**

Respondent's attention is directed to the insurance requirements below. Respondents should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to strictly comply with the insurance requirements, that bidder may be disqualified from award of the contract, or otherwise found non-responsive.

Respondent 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 Respondent, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Respondent's pricing.

**1. Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

- a. 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.
- b. Automobile Liability: One Million and 00/100 (\$1,000,000.00) Dollars combined single limit per accident for bodily injury and property damage. **(Non-owned, Hired Car).**

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- c. Workers' Compensation Employers Liability: Insurance covering all employees meeting Statutory Requirements 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.*
- d. Professional Liability Insurance, including errors and omissions: for all services provided 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. In lieu of "tail coverage", Contractor may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same four (4)-year period.
- e. 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.

2. 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.

3. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- a. General Liability and Automobile Liability Coverages (*County is to be named as Additional Insured*).
  - 1. The County, its officers, officials, employees and volunteers are to be covered as additional 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.
  - 2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Contractor hereby waives subrogation rights for loss or damage against the county.
  - 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
  - 4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.



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5. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles with are all at the sole responsibility and risk of Contractor.

b. 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.

4. Acceptability of Insurers

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

5. 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.

6. Subcontractors

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

**IX. ETHICAL BUSINESS PRACTICES**

- A. 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.
- B. 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.
- C. 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.

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**X. AGREEMENT**

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 bid specifications.

**XI. 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.

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**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.

Shelly W. Kelley, Purchasing Director

Nick Maddox, Chairman  
Leon County Board of County Commissioners

This solicitation response is submitted by the below named firm/individual by the undersigned authorized representative.

BY \_\_\_\_\_  
(Firm Name)

BY \_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Printed or Typed Name)

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #2 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #3 dated \_\_\_\_\_ Initials \_\_\_\_\_

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**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: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_



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**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:  
Indicate Best Financial Classification:

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Business Auto:      Indicate Best Rating:  
Indicate Best Financial Classification:

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Professional Liability:      Indicate Best Rating:  
Indicate Best Financial Classification:

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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:  
Indicate Best Financial Classification:

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.

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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 Leon County. At the option of Leon County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Leon 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.

Claims will be directed to \_\_\_\_\_(person/agency) at \_\_\_\_\_ ( address/fax/e-mail) for investigation and appropriate handling.

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 _____ Typed or Printed	Signature _____
Date _____	Title _____ (Company Risk Manager or Manager with Risk Authority)

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**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 judgment 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 statutes 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.

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Signature

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Title

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Contractor/Firm

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**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: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Personally known \_\_\_\_\_  
NOTARY PUBLIC

OR Produced identification \_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
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.**



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### 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 and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name:	
Current Local Address:	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.

**Return Completed form with supporting documents to:**

**Leon County Purchasing Division**  
**1800-3 N. Blair Stone Road**  
**Tallahassee, Florida 32308**

\_\_\_\_\_  
Signature of Notary  
 \_\_\_\_\_  
Print, Type or Stamp Name of Notary  
 \_\_\_\_\_  
Title or Rank  
 \_\_\_\_\_  
Serial Number, If Any

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**NON-COLLUSION AFFIDAVIT**

I, \_\_\_\_\_ of the city of \_\_\_\_\_ according to law on my oath, and under penalty of perjury, depose and say that:

1. I am \_\_\_\_\_  
of the firm of \_\_\_\_\_

in response to the Request for Proposals for:

Special Counsel Legal Services for Opioid Investigation and Potential Litigation for Leon County,  
and that I executed the said proposal with full authority to do so.

2. This response has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor; and, no attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;

3. The statements contained in this affidavit are true and correct, and made with full knowledge that Leon County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

\_\_\_\_\_  
(Signature of Responder)

\_\_\_\_\_  
(Date)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_ who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

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**DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

\_\_\_\_\_  
(Name of Business)

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 response/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 response/bid, the employee 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 (Florida Statutes) 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 abuse assistance or rehabilitation program if such is available in the employee's community, or 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 that this firm complies fully with the above requirements.

\_\_\_\_\_  
Responder's Signature

\_\_\_\_\_  
Date

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #20**

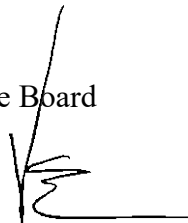


# Leon County Board of County Commissioners

## Agenda Item #20

June 19, 2018

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

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

**Title:** Full Board Appointments to the Architectural Review Board, the CareerSource Capital Region Board and the Planning Commission

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

### **Statement of Issue:**

This agenda item seeks the Board's approval to appoint three citizens to the Architectural Review Board, three citizens to the CareerSource Capital Region Board, and two citizens to the Tallahassee-Leon County Planning Commission.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

See next page.

**Staff Recommendation:**

- Option #1: The full Board to consider the appointment of three citizens to the Architectural Review Board for three-year terms ending June 30, 2021.
- a. One representative from the Tallahassee Trust for Historic Preservation. Eligible applicants: Elizabeth Crawford and Donna Gail Spencer
  - b. One member of American Institute of Architects. Eligible applicant: Rhonda Hammond. The appointment of Rhonda Hammond will thereby waive the conflicting employment or contractual relationship as disclosed in Disclosure Form 4A (Attachment #4).
  - c. One owner of property zoned with the Historic Preservation Overlay. Eligible applicant: Peter Kiedrowski
- Option #2: The full Board to consider the reappointment of Holly Henderson to the CareerSource Capital Region Board for a three-year term ending June 30, 2021.
- Option #3: The full Board to consider the appointment of two citizens to the Planning Commission:
- a. One member for a three-year term ending June 30, 2021. The eligible applicants are: Dianne Williams-Cox, Robert Volpe, Danielle Irwin and Donna Gail Spencer
  - b. One School Board selected appointee, Martha Chauncey, for the remainder of the unexpired term ending June 30, 2020, thereby waiving the conflicting employment or contractual relationship as disclosed in Disclosure Form 4A (Attachment #15).

## **Report and Discussion**

### **Background:**

Pursuant to Policy No. 03-15, "Board-Appointed Citizen Committees", a General Business item is presented to fill vacancies for full Board appointments of citizens to Authorities, Boards, Committees, and Councils.

### **Analysis:**

#### **Architectural Review Board (ARB)**

Purpose: The responsibility of ARB is to review and make recommendations on the listing of properties on the Local Register Historic Places; protect the character of property in the Historic Preservation Overlay (HPO) designation; and, on behalf of County and City, administers federal Certified Local Government program for historic preservation.

Composition: ARB membership consists of eight citizens, four appointed by the Board and four appointed by the City of Tallahassee, plus the Planning Commission Chairman (or designee) and the Planning Department Director (or designee). The Board appointed citizen members consist of:

- two owners of property zoned with the Historic Preservation Overlay (HPO)
- one member of American Institute of Architects (AIA)
- one member representing Tallahassee Trust for Historic Preservation (TTHP)

As per the County Code of Laws, members serve three-year terms, expiring on June 30 and may not serve more than two consecutive terms. Members of the ARB must be residents or property owners in Leon County.

Vacancy: The terms of three Board-appointed members expire on June 30, 2018: Elizabeth Ann Crawford, Rhonda Hammond and Ronald McCoy. Both Elizabeth Ann Crawford, the ARB Vice Chair, and Rhonda Hammond are active ARB members, eligible for reappointment and are seeking reappointment (Attachment #1). Ronald McCoy, who fills the seat of an owner of property zoned with the Historic Preservation Overlay, is not seeking reappointment. Eligible applicants are listed in Table #1.

*Table #1: Architectural Review Board (ARB)*

<b>Vacancies</b> <i>Term Status</i>	<b>Term Expiration</b> <i>Seat Category</i>	<b>Application Attachment #</b>	<b>Eligible Applicants</b>	<b>Recommended Action</b>
Elizabeth Crawford <i>Is seeking reappointment; has served one full term</i>	6/30/2018 <i>Member of Tallahassee Trust for Historic Preservation</i>	2. 3.	Elizabeth Crawford Donna Gail Spencer	Full Board to make one citizen appointment for a three-year term ending 6/30/2021
Rhonda Hammond <i>Is seeking reappointment; has served one full term</i>	6/30/2018 <i>Member of the American Institute of Architects</i>	4.	Rhonda Hammond*	Full Board to make one citizen appointment for a three-year term ending 6/30/2021
Ronald McCoy <i>Is not seeking reappointment</i>	6/30/2018 <i>Owner of historic preservation property</i>	5.	Peter Kiedrowski	Full Board to make one citizen appointment for a three-year term ending 6/30/2021

*\*NOTE: Should the Board choose to reappoint Rhonda Hammond, it would be necessary for the Board to waive the conflicting employment or contractual relationship disclosed on Form 4A (Attachment #4), namely she is a partner in a company that is doing business with Leon County.*

### **CareerSource Capital Region Board (CSCR)**

**Purpose:** CareerSource Capital Region connects employers with qualified, skilled talent and Floridians with employment and career development opportunities to achieve economic prosperity in Gadsden, Leon and Wakulla counties. The CSCR Board develops the region's strategic workforce development plan; identify occupations for which there is a demand in the area and selecting training institutions that may provide training; solicit the input and participation of the local business community in the provision of services for the residents of the region; provide policy guidance and procedures for programs established by CareerSource Capital Region; and, provides oversight and monitoring activities.

**Composition:** The CSCR Board has seven private sector representative members appointed by the full Board. Nominations for the private sector seats are submitted by local business organizations including local chambers of commerce, downtown merchants associations, area business associations, etc., and must be compliant with the Workforce Innovation and Opportunity Act (WIOA) and Florida Statutes. Nominees are representative of the business community in optimal business leadership positions, such as CEO's, VP's of HR, General Managers, Presidents and executives of firms that require a large workforce to maintain their



Title: Full Board Appointments to the Architectural Review Board, the CareerSource Capital Region Board and the Planning Commission

June 19, 2018

Page 5

business. The members serve a three-year term, and vacancies are filled for the remainder of the unexpired term.

Vacancies: The terms of Board-appointed member, Holly Henderson, expires on June 30, 2018. Ms. Henderson is an active member, is seeking reappointment (Attachment #6) and is recommended for reappointment by CareerSource staff (Attachment #7). See Table #2.

Table #2: CareerSource Capital Region

<b>Vacancies</b>	<b>Term Expiration</b>	<b>Application Attachment #</b>	<b>Eligible Applicants</b>	<b>Recommended Action</b>
Holly Henderson <i>Seeking reappointment, has served one partial term</i>	6/30/2018	8.	Holly Henderson	Full Board to make one citizen reappointment for a three-year term ending 6/30/2021

### **Planning Commission**

Purpose: The Tallahassee-Leon County Planning Commission was established by interlocal agreement on September 26, 1967, between Leon County and the City of Tallahassee. This agreement designated the Planning Commission as the entity responsible for comprehensive area wide planning within the City of Tallahassee and Leon County. The Planning Commission is also the designated as the Local Planning Agency (LPA) that reviews amendments to the Comprehensive Plan. Duties and responsibilities of the Planning Commission and the LPA are set forth in the Planning Commission bylaws as well as the interlocal agreement and local land development codes for the City and County.

Composition: The Planning Commission has three citizen members appointed by the full Board, three members appointed by the City and one member selected by the School Board and appointed by both the Board and the City Commission. The citizen members serve three-year terms and may be reappointed. Vacancies are filled for the remainder of the unexpired term.

Vacancies: The term of Board-appointed member, Dianne Williams-Cox, expires on June 30, 2018. Ms. Williams-Cox is seeking reappointment and is an active member of the Planning Commission (Attachment #9). All eligible applicants are listed in Table #3. In addition, the School Board selected member, Patricia Weaver, has resigned effective June 30, 2018. At the April 24, 2018 meeting of the Leon County School Board, Martha Chauncey was selected to fill the remainder of Ms. Weaver's unexpired term (Attachment #10). School Board selected members are approved and appointed by the County and City Commissions. Staff anticipates that the City Commission will approve the appointment of Martha Chauncey at their June 20, 2018 meeting.

*Table #3: Planning Commission*

<b>Vacancies</b> <i>Term Status</i>	<b>Term Expiration</b> <i>Seat Category</i>	<b>Application Attachment #</b>	<b>Eligible Applicants</b>	<b>Recommended Action</b>
Dianne Williams-Cox  <i>Seeking reappointment – has served one term</i>	6/30/2018  <i>Board Appointee</i>	11. 12. 13. 14.	Dianne Williams-Cox Robert Volpe Danielle Irwin Donna Gail Spencer	Full Board to make one citizen appointment for a three-year term ending 6/30/2021.
Patricia Weaver  <i>Resigned effective June 30, 2018.</i>	6/30/2020  <i>Selected by the School Board</i>	15.	Martha Chauncey *  <i>selected by the Leon County School Board</i>	Full Board to approve the appointment of the School Board selected citizen appointee for the remainder of the unexpired term ending 6/30/2020.

*\*NOTE: Should the Board choose to appoint Martha Chauncey, it would be necessary for the Board to waive the conflicting employment or contractual relationship disclosed on Form 4A (Attachment #15), namely she is an employee of Leon County Schools.*

**Options:**

1. The full Board to consider the appointment of three citizens to the Architectural Review Board for three-year terms ending June 30, 2021.
  - a. One representative from the Tallahassee Trust for Historic Preservation. Eligible applicants: Elizabeth Crawford and Donna Gail Spencer
  - b. One member of American Institute of Architects. Eligible applicant: Rhonda Hammond. The appointment of Rhonda Hammond will thereby waive the conflicting employment or contractual relationship as disclosed in Disclosure Form 4A (Attachment #4).
  - c. One owner of property zoned with the Historic Preservation Overlay. Eligible applicant: Peter Kiedrowski
2. The full Board to consider the reappointment of Holly Henderson to the CareerSource Capital Region Board for a three-year term ending June 30, 2021.
3. The full Board to consider the appointment of two citizens to the Planning Commission:
  - a. One member for a three-year term ending June 30, 2021. The eligible applicants are: Dianne Williams-Cox, Robert Volpe, Danielle Irwin and Donna Gail Spencer
  - b. One School Board selected appointee, Martha Chauncey, for the remainder of the unexpired term ending June 30, 2020, thereby waiving the conflicting employment or contractual relationship as disclosed in Disclosure Form 4A (Attachment #15).
4. Board direction.

**Recommendation:**

Options #1a-c, #2 and #3a-b.

**Attachments:**

1. Crawford and Hammond reappointment email
2. Crawford application
3. Spencer ARB application
4. Hammond application
5. Kiedrowski application
6. Henderson reappointment email
7. CareerSource recommendation letter
8. Henderson application
9. Williams-Cox reappointment email
10. Leon County Schools appointment letter
11. Williams-Cox application
12. Volpe application
13. Irwin application
14. Spencer PC application
15. Chauncey application

**From:** "Melissa Stoller" <melissataltrust@comcast.net>  
**To:** "Mary Smach" <SmachM@leoncountyfl.gov>  
**Date:** 4/3/2018 8:26 AM  
**Subject:** RE: Member terms expiring June 30, 2018

Good morning Mary,

Betsy Crawford and Rhonda Hammond would like to be reappointed. They both attend and contribute. Ron McCoy will be submitting a letter of resignation.

Thanks!

**From:** Mary Smach [mailto:SmachM@leoncountyfl.gov]  
**Sent:** Thursday, March 29, 2018 1:18 PM  
**To:** Melissa Stoller <melissataltrust@comcast.net>  
**Subject:** Fwd: Member terms expiring June 30, 2018

I'm sorry, I forgot to include that if they are seeking reappointment, please let me know if they been attending meetings regularly and actively participating.

Mary Smach  
Agenda Coordinator  
Leon County Administration  
301 S. Monroe St. Suite 502  
Tallahassee, FL 32301  
850-606-5311  
www.leoncountyfl.gov  
"People Focused. Performance Driven"

Thank you for your email. 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.

>>> Mary Smach 3/29/2018 12:42 PM >>>

Hi Melissa,

The terms of the following ARB members are expiring on June 30, 2018:

Crawford, Elizabeth Ann  
Begin Term: 5/26/2015  
End Term: 6/30/2018  
Type: three years  
Original Date: 9/24/2013  
Appointed by: Board of County Commissioners  
Notes: Category: Tallahassee Trust for Historic Preservation Representative



Hammond, Rhonda  
Begin Term: 5/26/2015  
End Term: 6/30/2018  
Type: three years  
Original Date: 5/26/2015  
Appointed by: Board of County Commissioners  
Notes: Category: Member of American Institute of Architects

McCoy, Ronald  
Begin Term: 6/9/2015  
End Term: 6/30/2018  
Type: three years  
Original Date: 6/9/2015  
Appointed by: Board of County Commissioners  
Notes: Category: Owner of historic preservation property

I understand from your previous email that Mr. McCoy is not interested in seeking reappointment.

Please let me know if Ms. Crawford and Ms. Hammond are seeking reappointment for another 3-year term.

If they are, please ask them to complete a new application, since their previous one is more than 2 years old. The application is available online.

<<http://www2.leoncountyfl.gov/committees/list.asp>>


Thank you,  
Mary Smach  
Agenda Coordinator  
Leon County Administration  
301 S. Monroe St. Suite 502  
Tallahassee, FL 32301  
850-606-5311  
[www.leoncountyfl.gov](http://www.leoncountyfl.gov)  
"People Focused. Performance Driven"

Thank you for your email. 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.

# ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

## ARCHITECTURAL REVIEW BOARD

Attachment #2  
Page 1 of 2

<p><b>It is the applicant's responsibility to keep this information current.</b>  <b>To advise the County of any changes please contact Mary Smach</b>  <b>by telephone at 606-5300 or by e-mail at SmachM@leoncountyfl.gov</b>  <b>Applications will be discarded if no appointment is made after two years.</b></p>			
Name: Elizabeth Crawford		Date: 4/3/2018 12:02:39PM	
Home Phone: (850) 656-7077	Work Phone: (850)645-9661X	Email: betsy.crawford@cci.fsu.edu	
Occupation: DEVELOPMENT COORDINATOR	Employer: FSU		
Preferred mailing location: Home Address			
Work Address: FSU COLLEGE OF COMMUNICATION & INFORMATION P.O. BOX 3062651			
City/State/Zip: TALLAHASSEE, FL 32306-2651			
Home Address: 241 TEAL LANE			
City/State/Zip: TALLAHASSEE, FL 32308			
Do you live in Leon County? Yes      If yes, do you live within the City limits? No			
Do you own property in Leon County? Yes      If yes, is it located within the City limits? No			
For how many years have you lived in and/or owned property in Leon County? 25 years			
Are you currently serving on a County Advisory Committee? Yes			
If yes, on what Committee(s) are you a member? ARCHITECTURAL REVIEW BOARD			
Have you served on any previous Leon County committees? No			
If yes, on what Committee(s) are you a member?			
Please indicate the category you would represent.			
<input type="checkbox"/> Member, American Institute of Architects <input type="checkbox"/> Owner, Property Zoned Historic Preservation Overlay <input checked="" type="checkbox"/> Member, Tallahassee Trust for Historic Preservation			
<p><b>(OPTIONAL)</b> 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.</p> <p>Race: Caucasian      Sex: Female      Age: 53.00          Disabled? No      District:</p>			
<p><b>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.</b></p>			

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

Name: AUDREY POST Telephone: 850-219-1323  
Address: COOMB DRIVE, TALLAHASSEE FL

Name: SARAH MORRISON Telephone: 850-877-5949  
Address: TEAL LANE, TALLAHASSEE, FL

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

**AS A MEMBER OF AN ADVISORY COMMITTEE, 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 OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE 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, YOU MUST COMPLETE THE ORIENTATION PUBLICATION [www.leoncountyfl.gov/bcc/committees/training.asp](http://www.leoncountyfl.gov/bcc/committees/training.asp)**

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

2.) Are you willing to complete a financial disclosure form Yes

3.) 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  
If yes, please explain.

4.) Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County? No  
If yes, please explain.

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

6.) 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  
If yes, please explain.

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

Signature: Elizabeth Crawford

This application was electronically sent: 4/3/2018 12:02:39PM

Attachment #3  
Page 1 of 4



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

Name: LESLIE POWELL-BOUDREAUX Telephone: 850.385.9007  
Address: 8058 GREENMONT AVE, TALLAHASSEE, FL 32317

Name: KATHERINE WHITELEY, PHD Telephone: 251.455.0877  
Address: 106 S CATHERINE ST., MOBILE, AL 36606

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

**AS A MEMBER OF AN ADVISORY COMMITTEE, 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 OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE 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, YOU MUST COMPLETE THE ORIENTATION PUBLICATION [www.leoncountyfl.gov/bcc/committees/training.asp](http://www.leoncountyfl.gov/bcc/committees/training.asp)**

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

2.) Are you willing to complete a financial disclosure form Yes

3.) 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  
If yes, please explain.

4.) Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County? No  
If yes, please explain.

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

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No  
If yes, please explain.

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

Signature: Donna Gail Spencer

This application was electronically sent: 5/16/2018 11:25:08AM

Donna Gail Spencer  
Tallahassee, Florida  
(850) 384.4472  
[dgspencer7@gmail.com](mailto:dgspencer7@gmail.com)  
<https://www.linkedin.com/in/donna-gail-spencer-ab552b23>

## Professional Overview

I have over 20 years of creating & maintaining client relationships in the Construction & Design industry and the Financial Services industry, by assisting in identifying gaps and efficiency opportunities. I have engaged large professional firms, governmental entities, design associations, bankers, realtors, individuals, manufacturing facilities, contractors, and lumberyards by implementing new policies, processes, and procedures. I have superior problem-solving skills with organizational expertise and am detail oriented with good organizational skills. My strong work ethic and ability to multitask is proven.

## Employment

2013 – Currently **Michael R. Spencer Architects** Tallahassee, FL  
*Project Manager, Code Compliance*

- Draft both commercial and residential projects
- Assist with Code Compliance direction & research
- Assist with on-site inspection, including catastrophe rebuilding

2010 – 2015 **Wells Fargo Advisors, LLC** Pensacola, FL  
*Financial Advisor & Complex Operations Liaison*

- Attain & retain clients by assisting with design & implementation of both short and long-term investment needs
- Have a FINRA Series 7, and 66 licenses, licensed to practice in 9 states
- Appointed with 23 different Life Insurance companies

2009 – 2010 **Edward Jones** Pensacola, FL  
*Financial Advisor*

- Helped clients determine financial and investment needs
- Have a current FINRA Series 7, a Series 66, and am licensed to practice in 6 states
- Was appointed with 7 different Life Insurance companies to see complete lines of their products

2006 – 2008 **Doug Whitfield Residential Designs, Inc.** Pensacola, FL  
*Cad Drafter & Administrative Assistant*

- Drafted upscale single-family residential homes on the various waterways, we have here in the Florida panhandle
- Produced architectural “working” drawings while attending to inventory, communication, scheduling, code compliance, and other regular daily duties

Clubs/ Organizations

2018- **Lighthouse of The Big Bend** – Board Member

2017- **Leadership Tallahassee** - Affiliate

2012-2016 **United Way of Escambia County** - *Community Investment* – Health Panel, Volunteer

2015 recipient *Volunteer of the Year* award, Florida Panhandle - **Wells Fargo**

2013 nominated for The **Greater Pensacola Area's PACE Award** – *Emerging Leader*

**Leadership Pensacola**, Alumni

**Leadership Pensacola** – Curriculum Committee 2015, 2016, 2017


2012-2014 **United Way of Escambia County** - Loaned Executive Leadership

Inaugural member of *The North Florida Diversity Council* for **Wells Fargo**

# ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

## ARCHITECTURAL REVIEW BOARD

Attachment #4  
Page 1 of 5

<p><b>It is the applicant's responsibility to keep this information current.</b>  <b>To advise the County of any changes please contact Mary Smach</b>  <b>by telephone at 606-5300 or by e-mail at SmachM@leoncountyfl.gov</b>  <b>Applications will be discarded if no appointment is made after two years.</b></p>			
Name: Rhonda Hammond		Date: 4/20/2018 12:34:10PM	
Home Phone: (850) 445-7001	Work Phone: (850)222-2092X	Email: rhonda@hdg-architects.com	
Occupation: ARCHITECT		Employer: HAMMOND DESIGN GROUP, LLC	
Preferred mailing location: Work Address Work Address: 2627 BLAIR STONE ROAD  City/State/Zip: TALLAHASSEE, FL 32301			
Home Address: 306 SUMMERWOOD DRIVE  City/State/Zip: CRAWFORDVILLE, FL 32327			
Do you live in Leon County? No      If yes, do you live within the City limits? No Do you own property in Leon County? Yes      If yes, is it located within the City limits? Yes For how many years have you lived in and/or owned property in Leon County? 2 years			
Are you currently serving on a County Advisory Committee? Yes If yes, on what Committee(s) are you a member? ARCHITECTURAL REVIEW BOARD			
Have you served on any previous Leon County committees? Yes If yes, on what Committee(s) are you a member? ARCHITECTURAL REVIEW BOARD			
Please indicate the category you would represent. <input checked="" type="checkbox"/> Member, American Institute of Architects <input type="checkbox"/> Owner, Property Zoned Historic Preservation Overlay <input type="checkbox"/> Member, Tallahassee Trust for Historic Preservation			
<p><b>(OPTIONAL)</b> 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.</p> <p>Race: Caucasian      Sex: Female      Age:          Disabled? No      District:</p>			
<p><b>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.</b></p>			



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

Name: EVE WILLIAMS Telephone: 850-694-0552  
Address: TALLAHASSEE, FLORIDA

Name: PEGGY TINKLER Telephone: 8505270041  
Address: TALLAHASSEE, FLORIDA

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

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

2.) Are you willing to complete a financial disclosure form Yes

3.) 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  
If yes, please explain.

4.) Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County? Yes  
If yes, please explain. CONTINUING SERVICES CONTRACT FOR ARCHITECTURAL SERVICES WITH LEON COUNTY

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

6.) 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  
If yes, please explain.

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

Signature: Rhonda Hammond

This application was electronically sent: 4/20/2018 12:34:10PM

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

LAST NAME - FIRST NAME - MIDDLE INITIAL <u>HAMMOND, RHONDA S</u>			OFFICE / POSITION HELD <u>BOARD MEMBER</u>
MAILING ADDRESS <u>2627 BLAIR STONE ROAD</u>			AGENCY OR ADVISORY BOARD <u>ARCHITECTURAL REVIEW</u>
CITY <u>TALL</u>	ZIP <u>32301</u>	COUNTY <u>LEON</u>	ADDRESS OF AGENCY

**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:**

- 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 \_\_\_\_\_.
- The particular transaction or relationship for which this waiver is sought involves [check applicable space]:
  - ☒ Supplying the following realty, goods, and/or services: ARCHITECTURAL SERVICES
  - ☐ Regulation of the business entity by the governmental agency served by the advisory board member.
- The following business entity is doing business with or regulated by the governmental agency:
 

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



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

### WHO MUST COMPLETE THIS PART:

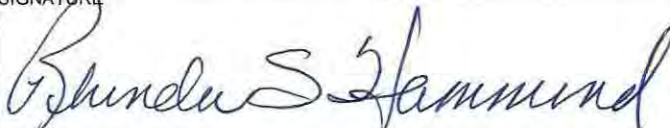
Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers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

### PLEASE COMPLETE THE FOLLOWING:

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

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

### SIGNATURE

SIGNATURE 	DATE SIGNED 5.14.18	DATE FILED
--	------------------------	------------

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

**From:** Jessica Icerman  
**To:** Mary Smach  
**CC:** Dan Rigo  
**Date:** 4/23/2018 3:16 PM  
**Subject:** Re: Hammond reappointment to the Architectural Review Board

Mary,

Yes, please request the applicant to complete a Form 4a. We will need to obtain a waiver because she is doing business with the County.

Jessica

>>> Mary Smach 4/23/2018 11:14 AM >>>  
Hi Jessica,

Rhonda Hammond, is seeking reappointment to the Architectural Review Board. Attached is her application. Does she needs to complete Disclosure Form 4A?

Please let me know.

Thanks,

*Mary Smach*

Agenda Coordinator  
Leon County Administration  
301 S. Monroe St. Suite 502  
Tallahassee, FL 32301  
850-606-5311

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


"People Focused. Performance Driven"

Thank you for your email. 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.



# ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT ARCHITECTURAL REVIEW BOARD

Attachment #5  
Page 1 of 7

<p><b>It is the applicant's responsibility to keep this information current.</b>  <b>To advise the County of any changes please contact Mary Smach</b>  <b>by telephone at 606-5300 or by e-mail at SmachM@leoncountyfl.gov</b>  <b>Applications will be discarded if no appointment is made after two years.</b></p>		
Name: Peter Kiedrowski		Date: 4/16/2018 1:23:05PM
Home Phone: (850) 566-2727	Work Phone: (-)-X	Email: pkiedrow@gmail.com
Occupation: UNCLAIMED PROPERTY	Employer: SELF	
Preferred mailing location: Home Address		
Work Address:		
City/State/Zip: TALLAHASSEE, FL		
Home Address: 2024 PT MILLIGAN RD		
City/State/Zip: QUINCY, FL 32352		
Do you live in Leon County? Yes      If yes, do you live within the City limits? No		
Do you own property in Leon County? Yes      If yes, is it located within the City limits? No		
For how many years have you lived in and/or owned property in Leon County? 2 years		
Are you currently serving on a County Advisory Committee? No		
If yes, on what Committee(s) are you a member?		
Have you served on any previous Leon County committees? No		
If yes, on what Committee(s) are you a member?		
Please indicate the category you would represent.		
<input type="checkbox"/> Member, American Institute of Architects <input checked="" type="checkbox"/> Owner, Property Zoned Historic Preservation Overlay <input checked="" type="checkbox"/> Member, Tallahassee Trust for Historic Preservation		
<p><b>(OPTIONAL)</b> 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.</p> <p>Race: Caucasian      Sex: Male      Age: 35.00          Disabled? No      District:</p>		
<p><b>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.</b></p> <p style="color: blue;">The property I own is 403 E Call St Tallahassee FL 32301 (the Munroe House)</p>		

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

Name: ALEX COELHO Telephone: 917-620-8969  
Address: 24 SKILLMAN ST SUITE 201 ROSLYN NY 11576

Name: Telephone:  
Address:

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

**AS A MEMBER OF AN ADVISORY COMMITTEE, 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 OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE 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, YOU MUST COMPLETE THE ORIENTATION PUBLICATION [www.leoncountyfl.gov/bcc/committees/training.asp](http://www.leoncountyfl.gov/bcc/committees/training.asp)**

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

2.) Are you willing to complete a financial disclosure form Yes

3.) 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  
If yes, please explain.

4.) Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County? No  
If yes, please explain.

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

6.) 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  
If yes, please explain.

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

Signature: Peter Kiedrowski

This application was electronically sent: 4/16/2018 1:23:05PM



AKIN AKINYEMI, R.A.  
LEON COUNTY PROPERTY APPRAISER  
“We VALUE our community”



- Home
- Search
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- Exemptions
- Downloads
- Forms
- Address Change
- FAQ
- General Info
- About Us

Summary

Additional Addresses

Additional Owners

Bldg - Commercial

Bldg - Residential

Bldg - Sketch

Map

Pictometry

Quick Links

Tax Estimator

Parcel: 2136400223205      Property Use: 1800 - OFFICE BUILDINGS MULTI-STORY  
Owner: MUNROE HOUSE LLC      403 E CALL ST STE 3

Leon County Property Appraiser

The Tax Roll is compiled by the Legal Descriptions as recorded in the Public Records of Leon County. Location addresses are not used in the preparation of the Tax Roll. They should not be used for title searches or preparation of legal documents.

Parcel Information

Parcel ID: 2136400223205  
Owner(s): MUNROE HOUSE LLC

Tax District: 1 - CITY  
Legal Desc: N A  
PART OF LOT 22  
BEG NW COR OF LOT 22 S 76.65 FT  
E 137.3 FT N 78.45 FT W 137 FT  
OR 991/1583 1063/2287 1732/1912  
OR 1732/1915 1733/2225 2264/1276

Mailing Addr: 2024 PT MILLIGAN RD  
QUINCY FL 32352

Google Map

Location: 403 E CALL ST STE 3  
Location (Street) Addresses are provided  
by City Growth Management 850-891-7001  
(option 3), and County DSEM 850-606-1300.

Parent Parcel:  
Acreage: 0.250 - ESTIMATED  
Subdivision: MERIDIAN POINT CONDOMINIUMS  
Property Use: 1800 - OFFICE BUILDINGS/NONPROF/MULTI  
Bldg Count: 2

Sales Information

Sale Date	Sale Price	Book/Page	Instrument Type	Improved / Vacant
11/02/2015	\$230,000	4861/78	Warranty Deed	Improved
06/01/1999	\$100	2264/1276	Quit Claim	Improved
05/01/1994	\$175,000	1733/2225	Warranty Deed	Improved
04/01/1994	\$87,500	1732/1915	Warranty Deed	Improved
01/01/1981	\$135,000	0991/1583	Warranty Deed	Improved

Certified Value Detail

Tax Year	Land Value	Improvement Value	Total Market Value	SOH Differential	Classified Use	Homestead
2017	\$130,680	\$213,528	\$344,208	\$0	\$0	2017 - No

Certified Taxable Values

Tax Year	Taxing Authority	Rate	Market	Assessed	Exempt	Taxable
2017	Leon County	8.31440	\$344,208	\$344,208	\$172,104	\$172,104
	Leon County - Emergency Medical Service	0.50000	\$344,208	\$344,208	\$172,104	\$172,104
	School - State Law	4.32500	\$344,208	\$344,208	\$0	\$344,208
	School - Local Board	2.24800	\$344,208	\$344,208	\$0	\$344,208
	City of Tallahassee	4.10000	\$344,208	\$344,208	\$172,104	\$172,104
	NW FL Water Management	0.03530	\$344,208	\$344,208	\$0	\$344,208

Building Summary

Tax Year	Card	Bldgs	Building Use	Building Type	Yr Built	Base SqFt	Auxiliary SqFt
2017	1	1	Commercial	307 - Office/Sfl Conversion	1905	3,955	951
2017	2	1	Commercial	307 - Office/Sfl Conversion	1953	440	35
Total:		2				4,395	986

Quick Links - (Note: Clicking links below will navigate away from our website.)

County Links

Leon County Tax Collector

County Map Links

Land Information

Other Map Links

Google Map

# Tallahassee-Leon County GIS

## Property Information Sheet

### General Information

Property ID:	2136400223205
Site Address:	131 N GADSDEN ST
Mailing Address:	2024 PT MILLIGAN RD QUINCY FL 32352
Subdivision:	N A
City Limits:	IN

For additional information please visit:  
Tallahassee-Leon County GIS

### Property Tax Information

Property Tax:	\$ 4497
---------------	---------

### Property Information

Certified Value:	\$ 344208
Save Our Homes Value:	\$ 344208
Exempt Value:	\$ 172104
Taxable Value:	\$ 172104
Most Recent Sales:	\$ 230000

For additional information please visit:  
Leon County Property Appraiser

### Zoning and Land Use Info

#### Zoning and Land Use

Zoning District:	SCD
Zoning Code:	SCD
Future Land Use:	Central Core
Historic Preservation Overlay:	Yes

For additional information please visit:  
Tallahassee-Leon County Planning Department  
850-891-6400

#### Planning Areas

Downtown Overlay:	Yes
Multi-Modal Transportation District:	Yes
Springs Protection:	No
Southern Strategy:	No
Canopy Road Protection Zone:	No

For additional information please visit:  
Tallahassee-Leon County Planning Department  
850-891-6400

#### Economic Incentive Areas

Downtown Community Redevelopment Area:	Yes
Frenchtown/Southside Community Redevelopment Area:	No
Historically Underutilized Business Zone:	No
Urban Jobs TCA:	No
Enterprise Zone:	No

For additional information please visit:  
Economic & Community Development  
and Office of Economic Vitality

### School Zones

Elementary	Hartsfield E.S.
Middle	Cobb M.S.
High	Leon H.S.

For additional information please visit:  
Leon County School Board

### Property Location



### Emergency Services

Police District:	NORTHERN
Police Area:	
Police Beat:	5
Sheriff District:	LC Sheriff
Fire Response Zone:	Fire Station No. 1
	327 N. ADAMS ST

For additional information please visit:  
Tall. Police Dept. LC Sheriff Tall. Fire Dept.

### Elections

Voter Precinct	5103
Poll Location	Courtyard Marriott
Poll Address	1018 Apalachee Pkwy
School Board Dist.:	1
School Board Rep.:	Alva Striplin 487-7110
County Comm Dist.:	5
County Comm.:	Kristin Dozier 606-5365
County Comm At-Large:	Mary Ann Lindley 606-5369
County Comm At-Large:	Nick Maddox 606-5367
Mayor:	Andrew D. Gillum 891-2000
City Comm.:	Scott Maddox
City Comm.:	Nancy Miller
City Comm.:	Curtis Richardson
City Comm.:	Gil Ziffer

FL House Dist.:	9
FL House Rep.:	Loranne Ausley 850-488-0965
FL Senate Dist.:	3
FL Senate Rep.:	Bill Montford 850-487-5004
US Congress Dist.:	2
US Congress Rep.:	Neal Dunn 850-561-3979

For additional information please visit:  
Leon County Supervisor of Elections

### Flooding Information

Special Flood Hazard Area Designation:	
--	--

For additional information please visit:  
Tallahassee Stormwater Management

# 131 N GADSDEN ST

Date: May 15, 2018





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

[Previous On List](#)   [Next On List](#)   [Return to List](#)

Munroe House LLC

Search

No Events   No Name History

Detail by Entity Name

Florida Limited Liability Company  
MUNROE HOUSE, LLC

Filing Information

Document Number	L15000137191
FEI/EIN Number	47-5360413
Date Filed	08/11/2015
Effective Date	08/11/2015
State	FL
Status	ACTIVE

Principal Address

2024 PT. MILLIGAN ROAD  
QUINCY, FL 32352

Mailing Address

2024 PT. MILLIGAN ROAD  
QUINCY, FL 32352

Registered Agent Name & Address

KIEDROWSKI, PETER  
2024 PT MILLIGAN RD  
QUINCY, FL 32352

Name Changed: 04/30/2016

Address Changed: 04/30/2016

Authorized Person(s) Detail

Name & Address

Title MGR

KIEDROWSKI, PETER A  
2024 PT. MILLIGAN ROAD  
QUINCY, FL 32352

Annual Reports

Report Year	Filed Date
2016	04/30/2016
2017	04/12/2017
2018	03/30/2018

Document Images

<a href="#">03/30/2018 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/12/2017 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/30/2016 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">08/11/2015 -- Florida Limited Liability</a>	View image in PDF format

[Previous On List](#)[Next On List](#)[Return to List](#)

Munroe House LLC

Search

No Events      No Name History



**From:** Caitlin Carrin <Caitlin.Carrin@careersourcecapitalregion.com>  
**To:** Mary Smach <SmachM@leoncountyfl.gov>  
**Date:** 5/2/2018 11:10 AM  
**Subject:** RE: CareerSource Board Appointment

Mary,

Thank you so much for all of your help!! :)

And per our conversation, Sandra Bucklew is NOT seeking reappointment, and Holly Henderson IS seeking reappointment.

Thanks again!

Caitlin Carrin  
Administrative & Accounting Specialist  
CareerSource Capital Region  
325 John Knox Road  
Atrium Building, Suite 102  
Tallahassee, FL 32303  
Office: (850) 617-4558  
Cell: (850) 228-6240  
Toll Free: 1 (844) CAREER1  
[www.careersourcecapitalregion.com](http://www.careersourcecapitalregion.com)<<http://www.careersourcecapitalregion.com>>  
[5 CareerSource Capital Region\_Full Color]  
Solutions that work for you  
[cid:image002.png@01D1D6ED.4A4F4FC0]





CareerSource  
CAPITAL REGION

May 24, 2018

Chair Nick Maddox  
Leon County Board of County Commissioners  
301 South Monroe Street, 5<sup>th</sup> Floor  
Tallahassee, Florida 32301

Dear Chair Maddox:

CareerSource Capital Region is pleased to support the reappointment of the following board members for an additional three year term to begin July 1, 2018:

Holly Henderson

Ms. Henderson is in good standing and is an integral part of the success of CareerSource Capital Region.

Should you have any questions, please do not hesitate to contact me at (850) 617-4601.

Sincerely,

James H. McShane, III

Chief Executive Officer

CareerSource Capital Region

**Administration/Executive Center**

325 John Knox Road  
Atrium Building, Suite 102  
Tallahassee, FL 32303  
P: (850) 414-6085  
F: (850) 410-2595

**Gadsden County**

Career Center  
1140 West Clark Street  
Quincy, FL 32351  
P: (850) 875-4040  
F: (850) 875-3324

**Leon County**

Career Center  
2525 South Monroe St. Suite 3A  
Tallahassee, FL 32301  
P: (850) 922-0023  
F: (850) 921-8295

**Wakulla County**


Career Center  
2932 Crawfordville Hwy.  
Crawfordville, FL 32327  
P: (850) 926-0984  
F: (850) 926-0984



# ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

## CAREERSOURCE CAPITAL REGION

Attachment #8  
Page 1 of 4

<p><b>It is the applicant's responsibility to keep this information current.</b>  <b>To advise the County of any changes please contact Mary Smach</b>  <b>by telephone at 606-5300 or by e-mail at SmachM@leoncountyfl.gov</b></p> <p><b>Applications will be discarded if no appointment is made after two years.</b></p>			
Name: Holly Henderson		Date: 8/22/2016 2:02:30PM	
Home Phone: (850) 508-6001	Work Phone: (850)224-6199X	Email: hhenders@southernco.com	
Occupation: REGULATORY AFFAIRS MANAGER	Employer: GULF POWER		
Preferred mailing location: Work Address Work Address: 215 SOUTH MONROE STREET SUITE 618 City/State/Zip: TALLAHASSEE, FL 32301			
Home Address 908 HILL ROOST ROAD City/State/Zip: TALLAHASSEE, FL 32312			
Do you live in Leon County? Yes      If yes, do you live within the City limits? Yes Do you own property in Leon County? Yes      If yes, is it located within the City limits? Yes For how many years have you lived in and/or owned property in Leon County? 2 years			
Are you currently serving on a County Advisory Committee? No If yes, on what Committee(s) are you a member?			
Have you served on any previous Leon County committees? No If yes, on what Committee(s) are you a member?			
<p><b><u>If you are appointed to a Committee, you are expected to attend regular meetings.</u></b></p> How many days per month would you be willing to commit for Committee work? 1 And for how many months would you be willing to commit that amount of time? 6 or more What time of day would be best for you to attend Committee meetings? Day			
<p><b>(OPTIONAL)</b> 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.</p> Race: Caucasian      Sex: Female      Age: 47.00 Disabled? No      District: District 4			
<p><b>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.</b></p>			

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

Name: LILA JABER Telephone: 850-521-1980  
Address: 215 SOUTH MONROE STREET, SUITE 601, TALLAHASSEE 32301

Name: BRIAN YABLONSKI Telephone: 850-224-6199  
Address: 215 SOUTH MONROE STREET, SUITE 618 TALLAHASSEE 32301

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

**AS A MEMBER OF AN ADVISORY COMMITTEE, 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 OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE 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, YOU MUST COMPLETE THE ORIENTATION PUBLICATION [www.leoncountyfl.gov/bcc/committees/training.asp](http://www.leoncountyfl.gov/bcc/committees/training.asp) BEFORE YOUR APPLICATION IS DEEMED COMPLETE.**

Have you completed the Orientation? Yes

Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No

If yes, from whom?

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No

If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No

If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No

If yes, please explain.

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

Signature: Holly J. Henderson

This application was electronically sent: 8/22/2016 2:02:30PM

**HOLLY J. HENDERSON**

215 South Monroe Street, Suite 618, Tallahassee, FL 32301 ♦ 850-224-6199

[hhenders@southernco.com](mailto:hhenders@southernco.com)

---

**PROFESSIONAL EXPERIENCE:**

**Gulf Power**

**Tallahassee, FL**

*Regulatory Affairs Manager, March 2014-Present*

- Serve as company's principal liaison with the staff and commissioners of the Florida Public Service Commission. Cultivate strong relationships with the FPSC, Florida utilities, intervenors, and other parties with interests in the electricity sector.
- Advise company on its regulatory strategy, responses to and actions taken before the FPSC.
- Assist company in achieving business objectives through the regulatory process.
- Ensure company management is informed of proposed state and federal regulatory actions.
- Manage regulatory department budget.

**SouthernLINC Wireless**

**Atlanta, GA**

*External Affairs & Compliance Manager, October 2012-Present*

*in addition to responsibilities of Regulatory Affairs Manager and External Affairs Manager*

- Oversaw company's corporate compliance activities. Provided business unit input into matters addressed by corporate-wide compliance organization, such as policy development, training, and communications. Prepared internal compliance reports and assessments. Served as employee point of contact for compliance questions and concerns. Supported work of company's compliance officer.
- Served on Southern Company Employees Political Action Committee Board of Directors (2010-2012).

*External Affairs Manager, January 2004-September 2012*

*in addition to the responsibilities of Regulatory Affairs Manager*

- Oversaw state regulatory and legislative affairs for SouthernLINC Wireless.
- Crafted and implemented state legislative and regulatory strategies for 4-state region that encompassed Alabama, Florida, Georgia and Mississippi.
- Ensured company compliance with state regulatory requirements and Federal Communications Commission rules.
- Managed budget for regulatory policy and legislative efforts and directed external legal counsel work.
- Served on Southern Company Employees Political Action Committee Board of Directors (2005-2008).

*Regulatory Affairs Manager, June 2000-January 2004*

- Oversaw federal regulatory strategy and policy position development for SouthernLINC Wireless.
- Developed and communicated company positions to the Federal Communications Commission via filed pleadings and *ex parte* meetings to advance business objectives in rulemakings and other proceedings.
- Ensured company compliance with FCC rules and requirements, including tracking agency action, analyzing newly issued rulings, identifying business actions needed to ensure compliance, and leading business functions in compliance activities. Made certain that company met all compliance deadlines.
- Worked with industry trade associations to shape association positions and advance company's interests.
- Managed external legal counsel work for regulatory policy efforts.

**GTE Corporation**

**GTE Wireless Products and Services**

**Atlanta, GA**

*Regulatory Matters Manager, November 1998-June 2000*

- Developed state regulatory strategies to achieve GTE Wireless business objectives across 18 states.
- Reviewed, analyzed and monitored state regulatory actions. Developed and pursued company responses.
- Advised market area leadership and headquarters executives of state regulatory requirements and developments and their financial and operational impact. Guided business compliance efforts.
- Collaborated with industry counterparts on issues of common interest to achieve desired outcomes.
- Improved customer satisfaction by resolving complaints lodged with state regulators.



Holly J. Henderson

Page 2

**GTE Corporation, cont.****GTE Wireless Products and Services**

Atlanta, GA

*Wireless Marketing Planning Assistant Manager, April 1998-October 1998**Market Strategies & Competitor Intelligence Administrator, May 1997-April 1998***GTE International, Asia/Europe Division**

Atlanta, GA

*Senior Analyst Internship, Business Development and Strategic Planning, June 1996-May 1997***Rockwell International**

Washington, DC

*International Trade Analyst (Georgetown University Brunswick-Hanigan Internship), January 1995-May 1996***Embassy of the Republic of Korea**

Washington, DC

*Research Associate, Political Section, May 1993-August 1994***United States Senate**

Washington, DC

*Legislative Aide, Office of Senator Wyche Fowler, Jr., January-December 1992; Intern, August 1991-January 1992***EDUCATION:****Georgetown University**

Washington, DC

*Master of Science in Foreign Service, May 1996**Landegger Honors Certificate in International Business Diplomacy***Agnes Scott College**

Decatur, GA

*Bachelor of Arts in International Relations, May 1991**Phi Beta Kappa***ACTIVITIES/AFFILIATIONS:****Big Bend Minority Chamber of Commerce**

Tallahassee, FL

*Board of Directors, September 2015-present***Principal for a Day, The Foundation For Leon County Schools**

Tallahassee, FL

*Business Volunteer, February 2016***Wish Upon a Star, Fundraising Event in Support of Children's Home Society**

Tallahassee, FL

*Member of 2015 Event Organizing Committee***Kingsley Charter School Charter Council**

Dunwoody, GA

*Parent Representative, June 2012-May 2014***Junior Achievement**

Dunwoody, GA

*Volunteer Instructor: Winter 2012, Winter 2011*

>>> "Perrine, Beth" <Mary.Perrine@talgov.com<mailto:Mary.Perrine@talgov.com>>  
3/29/2018 1:10 PM >>>

Ms. Williams-Cox would like to be reappointed for another term.

**From:** Mary Smach [mailto:SmachM@leoncountyfl.gov]  
**Sent:** Thursday, March 29, 2018 12:56 PM  
**To:** Snyder, Russell <Dwayne.Snyder@talgov.com<mailto:Dwayne.Snyder@talgov.com>>  
**Cc:** Lamy, Shington <LamyS@leoncountyfl.gov<mailto:LamyS@leoncountyfl.gov>>; Perrine, Beth <Mary.Perrine@talgov.com<mailto:Mary.Perrine@talgov.com>>  
**Subject:** Planning Commission

Good Afternoon,  
The term of the following Planning Commission member expires on June 30, 2018:  
Williams-Cox, Dianne  
Begin Term: 7/7/2015  
End Term: 6/30/2018  
Type: three years  
Original Date: 7/7/2015

---

Appointed by: Board of County Commissioners  
Notes: Ms. Williams-Cox is also the Planning Commission representative on the County's Affordable Housing Advisory Committee:

Please let me know if she is interested in being reappointed to the Planning Commission, and if so, if she will continue to be the Planning Commission Rep on the County's Affordable Housing Advisory Committee?

If she would like to be reappointed, please have her complete a new application<<http://www2.leoncountyfl.gov/committees/>>, as her current application is more than 2 years old.

Thank you,  
Mary Smach  
Agenda Coordinator  
Leon County Administration  
301 S. Monroe St. Suite 502  
Tallahassee, FL 32301  
850-606-5311  
[www.leoncountyfl.gov](http://www.leoncountyfl.gov)<<http://www.leoncountyfl.gov>>  
"People Focused. Performance Driven"

**From:** "Perrine, Beth" <Mary.Perrine@talgov.com>  
**To:** "Smach, Mary" <SmachM@leoncountyfl.gov>, "Hinton, Melissa" <Melissa.Hinton@talgov.com>  
**CC:** "Snyder, Russell" <Dwayne.Snyder@talgov.com>, "Bryant, Cherie (Planning)" <Cherie.Bryant@talgov.com>  
**Date:** 5/16/2018 2:21 PM  
**Subject:** FW: PC Resignation Letter  
**Attachments:** Planning Commission Appointee 2018-2020.pdf

Ladies,

This email is to notify you of the resignation of Ms. Pat Weaver as the Leon County School Board Appointee to the Planning Commission. I have also attached the letter from the school board stating they have chosen Martha Chauncey to be appointed to fill the remainder of Ms. Weaver's term. Please let me know if you need anything else from me.

Thank you.

Beth Perrine

From: Weaver, Pat [mailto:weaverp@leonschools.net]  
Sent: Wednesday, May 16, 2018 2:09 PM  
To: Perrine, Beth <Mary.Perrine@talgov.com>  
Subject: RE: PC Resignation Letter

Beth,  
I Pat Weaver will be resigning from the Tallahassee-Leon County Planning Commission effective June 30, 2018. I am the Commissioner for Mr. Rocky Hanna, Superintendent of Leon County Schools and Leon County School Board.  
From: Perrine, Beth [mailto:Mary.Perrine@talgov.com]  
Sent: Monday, May 07, 2018 2:18 PM  
To: Weaver, Pat  
Subject: PC Resignation Letter  
Importance: High

Pat,

This is just a reminder that I still need your letter stating you will be resigning from the Tallahassee-Leon County Planning Commission effective June 30, 2018. Can you please send this to me ASAP so I can begin the process of having Martha's appointment placed on the appropriate agendas?

Thank you.

Beth Perrine

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\*SUNSHINE LAW AND PUBLIC RECORDS CAUTION: Florida has a very broad Public Records Law. Virtually all written communications to or from School Board of Leon County, Florida Personnel are public records available to the public and media upon request. E-mail sent or received on the LCSB system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law. Individual student records are deemed confidential.

BOARD CHAIR  
Alva Swafford Striplin

BOARD VICE CHAIR  
Maggie Lewis-Butler



BOARD MEMBERS  
Georgia "Joy" Bowen  
DeeDee Rasmussen  
Rosanne Wood

SUPERINTENDENT  
Rocky Hanna

April 25, 2018

Russell Snyder, Administrator, Land Use Planning  
Tallahassee-Leon County Planning Department  
Frenchtown Renaissance Center, Third Floor  
435 N. Macomb St.  
Tallahassee, FL 32301

Dear Mr. Snyder,

On April 24, 2018, the Leon County School Board unanimously approved the appointment of Martha Chauncey as their representative for the Tallahassee-Leon County Planning Commission for 2018-2020.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Daniel Allbritton', is written over a light blue horizontal line.

Daniel Allbritton  
Director of Facilities & Construction

2757 West Pensacola Street • Tallahassee, Florida 32304-2998 • Phone (850) 487-7110 • Fax (850) 414-5194 •  
[www.leonschools.net](http://www.leonschools.net)

***"The Leon County School District does not discriminate against any person on the basis of sex (including transgender status, gender nonconforming, and gender identity), marital status, sexual orientation, race, religion, ethnicity, national origin, age, color, pregnancy, disability, or genetic information."***



**Agenda Item Details**

Meeting	Apr 24, 2018 - Business Meeting
Category	19. Items for Consideration
Subject	19.06 Tallahassee - Leon County Planning Commission Representative for 2018 - 2020
Type	Action

**STAFF MEMBER REPORTING THIS ITEM/PHONE:** Dr. Michelle Gayle and Danny Allbritton (487-7177)

**ACTION REQUESTED:** The Superintendent recommends the appointment Martha Chauncey to serve as the Leon County School Board representative on the Tallahassee-Leon County Planning Commission.

**ITEM SUMMARY:** The Tallahassee-Leon County Planning Commission was duly established by virtue of an interlocal agreement dated September 26, 1967, between the County of Leon and the City of Tallahassee. This agreement designates the Planning Commission as the entity responsible for comprehensive area wide planning within the City of Tallahassee and Leon County. The Planning Commission is also the duly designated Local Planning Agency (LPA) and Land Development Regulation Commission pursuant to Chapter 163, Florida Statutes and the Transportation Planning Advisory Committee (TPAC) to the Metropolitan Planning Organization pursuant to Chapter 339, Florida Statutes. Duties and responsibilities of the Planning Commission are set forth in the interlocal agreement, the Planning Commission Bylaws, and the ordinances of the City of Tallahassee and Leon County. The Planning Commission is composed of three members appointed by the Board of County Commissioners of Leon County, three members appointed by the City Commission of the City of Tallahassee and one member selected by the School Board of Leon County and appointed by the City and County Commissions. Planning Commissioners shall serve for a term of three years, unless terminated as provided in the by-laws, and may be reappointed. The Planning Commission shall hold regular meetings in accordance with a calendar, which is approved by the Planning Commission each November. All meetings shall be open to the public. The Planning Commission shall be responsible for comprehensive area-wide planning. There will be a vacancy on the commission which is to be filled by an individual designated by the school board.

**WILL SUBMITTER BE DELIVERING SIGNATURE DOCUMENTS TO BOARD SECRETARY?** No

Attachment #11  
Page 1 of 2

Posted June 11, 2018

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

Name: TOWANDA DAVIS Telephone: 8503218038  
Address: 2300 MONACO DRIVE

Name: PAM WILLIAMS Telephone:  
Address: 2546 JEFFERSON ROAD

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

**AS A MEMBER OF AN ADVISORY COMMITTEE, 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 OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE 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, YOU MUST COMPLETE THE ORIENTATION PUBLICATION [www.leoncountyfl.gov/bcc/committees/training.asp](http://www.leoncountyfl.gov/bcc/committees/training.asp)**

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

2.) Are you willing to complete a financial disclosure form Yes

3.) 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  
If yes, please explain.

4.) Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County? Yes  
If yes, please explain. SON WORKS IN THE TAX COLLECTOR'S OFFICE

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

6.) 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  
If yes, please explain.


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

Signature: Dianne Williams-Cox

This application was electronically sent: 4/25/2018 9:36:52AM

# ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT PLANNING COMMISSION

Attachment #12  
Page 1 of 5

<p><b>It is the applicant's responsibility to keep this information current.</b>  <b>To advise the County of any changes please contact Mary Smach</b>  <b>by telephone at 606-5300 or by e-mail at SmachM@leoncountyfl.gov</b>  <b>Applications will be discarded if no appointment is made after two years.</b></p>		
Name: Robert Volpe		Date: 4/11/2018 3:29:01PM
Home Phone: (863) 287-9432	Work Phone: (850)425-2258X	Email: robertv@hgsllaw.com
Occupation: ATTORNEY	Employer: HOPPING GREEN & SAMS, P.A.	
Preferred mailing location: Work Address		
Work Address: 119 S. MONROE STREET, SUITE 300		
City/State/Zip: TALLAHASSEE, FL 32301		
Home Address: 402 E GEORGIA STREET		
City/State/Zip: TALLAHASSEE, FL 32301		
Do you live in Leon County? Yes	If yes, do you live within the City limits? Yes	
Do you own property in Leon County? Yes	If yes, is it located within the City limits? Yes	
For how many years have you lived in and/or owned property in Leon County?		6 years
Are you currently serving on a County Advisory Committee?		No
If yes, on what Committee(s) are you a member?		
Have you served on any previous Leon County committees?		No
If yes, on what Committee(s) are you a member?		
<p><b>(OPTIONAL)</b> 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.</p> <p>Race: Caucasian                      Sex:                      Age: 33.00          Disabled? No                      District: District 5</p>		
<p><b>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.</b></p> <p>I AM AN ATTORNEY AT THE LAW FIRM OF HOPPING GREEN &amp; SAMS, P.A., WHERE I PRACTICES LAND USE AND ENVIRONMENTAL LAW. I PRACTICE THROUGHOUT FLORIDA, MAINLY OUTSIDE THE TALLAHASSEE/LEON COUNTY AREA. IN MY LEGAL PRACTICE, I HAVE EXPERIENCE WITH COMPREHENSIVE PLANNING, ZONING, AND OTHER DEVELOPMENT REVIEW PROCESSES, AND HAVE REPRESENTED CLIENTS BEFORE VARIOUS REGULATORY BODIES INCLUDING LOCAL GOVERNMENTS, REGIONAL PLANNING COUNCILS, WATER MANAGEMENT DISTRICTS, AND STATE AND FEDERAL REGULATORS. ALSO, I AM A LICENSED REAL ESTATE APPRAISER WITH 10 YEARS OF EXPERIENCE IN THE VALUATION OF REAL PROPERTY. I AM ON THE EXECUTIVE COUNCIL FOR THE ENVIRONMENTAL AND LAND USE LAW SECTION OF THE FLORIDA BAR, AND A MEMBER OF THE FLORIDA BROWNFIELDS ASSOCIATION. LOCALLY, I AM A MEMBER OF FAITH PRESBYTERIAN CHURCH WHERE I VOLUNTEER ON VARIOUS COMMITTEES AND PARTICIPATE IN THE CHURCH'S CHARITABLE ACTIVITIES.</p>		



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

Name: STEVE EVANS Telephone: (850) 445-3513  
Address: 3920 BOBBIN BROOK CIR., TALLAHASSEE, FL 32312

Name: JON HARRIS MAURER Telephone: (850) 681-0980  
Address: 201 EAST PARK AVENUE, SUITE 200, TALLAHASSEE, FL 32301

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

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Yes

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No  
If yes, please explain.

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

Signature: Robert C. Volpe

This application was electronically sent: 4/11/2018 3:29:01PM

## ROBERT C. VOLPE

119 S. Monroe Street, Suite 300  
Tallahassee, FL 32301

rvolpe@hgslaw.com  
850-425-2258

### PROFESSIONAL EXPERIENCE

**Hopping Green & Sams, P.A.**  
*Environmental and Land Use Attorney*

Tallahassee, FL  
August 2015 – Present

**Gunster, Yoakley & Stewart**  
*Law Clerk*

Tallahassee, FL  
August 2014 – November 2014

**Hopping Green & Sams, P.A.**  
*Law Clerk*

Tallahassee, FL  
August 2013 – August 2014

**Florida's 10th Judicial Circuit**  
*Judicial Externship*

Bartow, FL  
July 2013 – August 2013

**Office of the State Attorney, Florida's 10<sup>th</sup> Judicial Circuit**  
*Intern to Special Projects Division*

Bartow, FL  
May 2012 – July 2012

**A.R.E.A. Real Estate Appraisers**  
*State-Certified General Real Estate Appraiser*

Winter Haven, FL  
May 2007 – July 2012

### EDUCATION

**Florida State University College of Law**  
Juris Doctor, May 2015, *magna cum laude*  
Certificate in Environmental, Energy, and Land Use Law

Tallahassee, FL

**Florida State University**  
Bachelor of Science, Real Estate and Entrepreneurship, May 2007

Tallahassee, FL

### CERTIFICATIONS

**Florida Bar Member**  
License No. 117992

August 2015

**Real Estate Broker**  
Florida License No. SL3255734

March 2012

**Certified General Real Estate Appraiser**  
Florida License No. RZ3418

November 2010

### PROFESSIONAL AFFILIATIONS

Executive Council Member, Environmental & Land Use Law Section  
The Florida Bar

2017 – Present

Member, Florida Brownfields Association

2016 – Present

Member, Administrative Law Section, The Florida Bar

2016 – Present

Member, Government Lawyer Section, The Florida Bar

2016 – Present

Member, Tallahassee Bar Association

2015 – Present

**PRESENTATIONS AND PUBLICATIONS**

Presentation, Florida Brownfields Association <i>Designating a Brownfield – City of Tallahassee South Monroe Corridor</i>	June 2016
Guest Lecture, Florida State University, Department of Urban & Regional Planning <i>Legal Basis of Land Use Planning</i>	2015, 2016, 2017
Presentation, Northeast Florida Environmental Summit <i>Securing the Future: Strategies for Sustainability, Property Security</i>	February 2016
Moderator, Lessons on Hurricane Recovery and Resiliency	March 2018
Article, <i>The Role of Advanced Cost Recovery in Nuclear Energy Policy</i> , 15 SUSTAINABLE DEV. L. & POL'Y 28 (2015).	February 2015

**HONORS AND AWARDS**

Judy Florence Memorial Outstanding Service Award Environmental & Land Use Section, The Florida Bar	2017
---	------

**COMMUNITY AFFILIATIONS**

Member, Faith Presbyterian Church	Tallahassee, FL
Member, Tallahassee Tennis Association	2014 – Present
Member, Rotary International	Winter Haven, FL 2010 – 2012





Attachment #13  
Page 1 of 5

Posted June 11, 2018

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

Name: MARK THOMASSON Telephone: (850) 510-2226  
Address: 2952 ROYAL OAKS DR., TALLAHASSEE, FL

Name: ELVA PEPPERS Telephone: (850) 566-6213  
Address: 227 W. 4TH AVE, TALLAHASSEE, FL

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No  
If yes, please explain.

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

Signature: Danielle H. Irwin

This application was electronically sent: 5/14/2018 9:32:44AM

**Danielle Harvey Irwin**  
3185 Ferns Glen Dr., Tallahassee, FL 32309  
904/537-5013  
danielle.h.irwin@gmail.com

**Professional Experience**

- 8/15- Present **Coastal Systems International, Inc. Tallahassee, FL**  
Director  
Lead business development efforts in the areas of coastal resiliency, coastal construction, beach management, aquatic biological assessments, marina and waterfront developments, and island master planning. Direct staff training and development efforts. Coordinate staff in three offices - Miami, West Palm Beach, and Tallahassee. Actively manage clients, projects, and budgets.
- 2/12- 6/15 **Florida Department of Environmental Protection. Tallahassee, FL**  
Division of Water Resource Management  
Deputy Director  
Oversee nine, state-wide regulatory programs including Submerged Lands and Environmental Resource Permitting (ERP) Program, Beaches, Inlets and Ports Program, Mining and Mitigation Program, Oil and Gas Permitting Program, Beaches and Mining Funding Assistance Program, Coastal Construction Control Line Program, Beaches Field Services and Compliance/Enforcement Program, Engineering, Hydrology, and Geology Support Program and the Beaches, Mining and ERP Biology and GIS Support Program. Activities include directing and motivating staff, rulemaking and policy decisions, assisting in legislative efforts, representing the Department at conferences and public meetings, and managing budgets.
- 2/05 - 2/12 **DHF Consulting, Inc., Jacksonville, FL**  
President - CEO  
Assisted private landowners, developers, municipalities, and investors in their State and Federal Environmental Resource Permitting needs; perform wetland delineations, wetland and endangered species assessment, mitigation plan development, permitting feasibility studies, sovereignty submerged lands authorizations, and project coordination with engineers, surveyors, planners, and attorneys.
- 8/10 - 5/12 **Florida State College, Jacksonville, FL**  
Adjunct Faculty  
Taught Biology and Microbiology to undergraduate students via lectures, laboratory sessions, and online education.
- 10/01 - 2/05 **Florida Department of Environmental Protection, Jacksonville, FL**  
Environmental Specialist, Submerged Lands & Environmental Resources Program  
Processed environmental resource permits for private and public sector projects involving wetland/ surface water impacts (i.e. wetland mitigation dredging, docking facilities, and shoreline stabilization); processed sovereignty submerged lands lease and easement applications. Trained fellow staff on use of GIS for project review.
- 8/99 - 7/01 **Florida State University, Oceanography Department, Tallahassee, FL**  
Graduate Research Assistant & Teaching Assistant  
Conducted microbial and molecular research on Gulf of Mexico nitrogen fixing bacteria in estuarine sediment under a DOE funded molecular nitrogen grant.
- 5/99 - 8/99 **Woods Hole Oceanographic Institute, Woods Hole, MA**  
Research Assistant

Calibrated Fast Repetition Rate Fluorimeter, analyzed water column data from research cruises using Mat lab, maintained phytoplankton monocultures, and coordinated research projects for under graduate fellows under a NASA funded ground truthing grant.

1/97 – 3/97

**Scripps Institute of Oceanography, Antarctic**

LTER Research Assistant

Collected and processed water column samples for HPLC and nutrient analysis, Assisted in krill sample processing and updated computer data logs under a National Science Foundation-funded Long-Term Ecological Research (LTER) Program in the Southern Ocean.

**Education**

**Florida State University**

2001 Master of Science, Oceanography

**University of Southern California**

1998 Bachelor of Science, Biology

1998 Bachelor of Arts, Environmental Social Science

**Certifications**

2016-Present CFM – Certified Floodplain Manager, FEMA

2012-Present PWS – Professional Wetland Scientist Certification, Society of Wetland Scientists

2009-Present LEED AP (Accredited Professional), BD&C, US Green Building Council

2009-12 DBE - Disadvantage Business Enterprise, Florida Department of Transportation

2008-12 JSWB - Jacksonville Small and Emerging Business

2008-12 MBE - State of Florida Minority Business Enterprise

**Board Positions**

2016-Present Florida Association of Environmental Professionals, Tallahassee Area Chapter

2012-2015 Florida Shores and Beach Preservation Association, Ex-Officio Board Member

2012-2015 Florida Beaches Habitat Conservation Plan, Co-Chair, Steering Committee

2009-12 Rudder Club of Jacksonville, Board Member

**Professional Societies**

2015-Present FAEP – Florida Association of Environmental Professionals

2016-Present ASFPM – Association of State Floodplain Managers

2016-Present FFMA – Florida Floodplain Managers Association

2006-Present SWS – Society of Wetland Scientists

2009-2015 USGBC - United States Green Building Council

2003-2014 FAEP – Florida Association of Environmental Professionals

2007-2012 FAESS - Florida Association of Environmental Soil Scientists

2007-2007 Florida Marine Contractors Association

2003-2004 ASPA – American Society for Public Administration

2000-2003 ASM – American Society of Microbiology

1992-Life Phi Sigma Biological Honor Society

**Volunteer/Speaking Events**

Oct 2017 Invited Speaker, Finding Resiliency at Ports, FAEP Annual Conference & Training Symposium

July 2017 Moderator, Lessons Learned From Hurricane Matthew, Florida Chamber Environmental Permitting Summer School

Sept 2016 Invited Speaker, Regional Approaches to Resiliency – Addressing the Impacts of Sea Level Rise, City of Jacksonville Environmental Symposium

Sept 2016 Invited Speaker, Coastal Resiliency in North Florida, FAEP Annual Conference & Training Symposium

July 2016 Invited Speaker, Coastal Resiliency in North Florida; Coastal Construction “Hot Spots”; and Submerged Lands and Aquatic Preserves, Florida Chamber Environmental Permitting Summer School – July 2016



July 2015	Invited Speaker, Coastal Construction Permitting, Current Trends in Coastal Permitting & Mitigation, Beach Nourishment & Nearshore Hardbottom, Florida Chamber Environmental Permitting Summer School – July 2015
Oct 2014	Invited Speaker, “Streamlining the Regulation of Florida Coastal Resources”, American Shore and Beach Preservation (ASBPA), Virginia Beach, VA
Sept 2014	Invited Speaker, “Environmental Windows” and Beach Renourishment and Nearshore Hardbottom, Florida Shore and Beach Preservation (FSBPA), FL
July 2014	Invited Speaker, “FDEP Beach Renourishment and Near-Shore Hardbottom”, “FDEP Coastal Construction Line Permitting”, “FDEP Natural Gas”, FDEP Coastal Marine Permitting Mitigation”, Environmental Permitting School, Marco Island, FL
Jun 2013	Invited “Opening” Speaker, Submerged Lands and Environmental Resources Coordination Conference (SLERCon), Orlando, FL
Sept 2013	Public Meeting FDEP Oil and Gas Q & A with the residents of Collier County, FL
July 2013	Invited Speaker, “Coastal Construction Permitting at FDEP,” “Beach Renourishment and Near Shore Hard Bottoms, Environmental Permitting School, Marco Island, FL
June 2013	FDEP Sand Management Discussion with State Congressional Representatives and County Commissioners in Martin, Palm Beach, and Broward County
Mar 2013	Invited Speaker, FDEP Q&A Public Meeting With Residents of Town of Palm Beach, Save Our Shoreline (SOS) Inc., FL
Feb 2013	Invited Speaker, “Hardbottom Impacts and Mitigation: Developing a Persistent Policy On an Ephemeral Situation, Florida Shore and Beach Preservation (FSBPA), Jacksonville, FL
Oct 2012	Host of the DEP Beach and Inlet Management Plan with Town of Palm Beach, FL
Jun/Jul 2012	Host of the FDEP Beach and Inlet Management Plan with the Board of County Commissioners, Palm Beach, FL
July 2012	Invited Speaker, Environmental Permitting School, Marco Island, FL
Sept 2012	Invited Speaker, “Permitting Process for Beach and Inlet Projects,” “Coastal Engineering and Dredging”, “The Timing of Project Funding Request; how to improve Coordination between Federal, State, and Local Partners-Asking, Needing and Using” Florida Beach and Shore Preservation (FSBPA), Naples, FL
July 2011	Invited Speaker, “Sustainable Waterfront Systems,” Florida Local Environmental Resource Agencies (FLERA) Annual Conference, Sarasota, FL
May 2010	Invited Speaker, “Developing a Sustainable First Coast” Urban Land Institute (ULI) North Florida Workshop, Jacksonville, FL
2009- 10 2009	Invited Speaker, “Wetlands,” Florida Master Naturalist Program, Clay County, FL Wetland Educator, Camp Chowenwaw Grade School Program, Clay County, FL
Oct 2009	Invited Speaker, “Green Marinas: Emerge from the Recession with a Focus on Sustainability” International Marina Institute Emerging Applied Technologies Conference, Fort Lauderdale, FL
June 2008	Invited Speaker, “Riparian Rights” Florida Coastal Law Conference, Miami, FL
June 2008	Invited Speaker, “Marina Development and Redevelopment” Florida Coastal Law Conference, Miami FL
April 2008	Invited Speaker, “Riparian Right and Recreational Waterways” Zoning and Land Development Law Conference, Jacksonville, FL
Jan 2005	Expert Witness for FDEP-Biology, Environmental Impact and Wetland Mitigation, Duval County, Atlantic Dry Dock (Applicant)
May 2004	Invited Speaker, “How GIS can help us do your job,” SLERP Conference
2002-2005	Classroom Speaker, “Wetlands,” SJRWMD Watershed Action Volunteers
Dec 2003	Keynote Speaker, “Wetlands 101,” Northeast Florida Association of Code Enforcement
Feb 2003	Invited Lecturer, “Environmental Issues in Land Development – Wetland Considerations,” University of North Florida

Attachment #14  
Page 1 of 4

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

Name: LESLIE POWELL-BOUDREAUX Telephone: 850.385.9007  
Address: 8058 GREENMONT AVE, TALLAHASSEE, FL 32317

Name: KATHERINE WHITELEY, PHD Telephone: 251.455.0877  
Address: 106 S CATHERINE ST., MOBILE, AL 36606

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No  
If yes, please explain.

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

Signature: Donna Gail Spencer

This application was electronically sent: 5/16/2018 11:25:08AM

Donna Gail Spencer  
Tallahassee, Florida  
(850) 384.4472  
[dgspencer7@gmail.com](mailto:dgspencer7@gmail.com)  
<https://www.linkedin.com/in/donna-gail-spencer-ab552b23>

## Professional Overview

I have over 20 years of creating & maintaining client relationships in the Construction & Design industry and the Financial Services industry, by assisting in identifying gaps and efficiency opportunities. I have engaged large professional firms, governmental entities, design associations, bankers, realtors, individuals, manufacturing facilities, contractors, and lumberyards by implementing new policies, processes, and procedures. I have superior problem-solving skills with organizational expertise and am detail oriented with good organizational skills. My strong work ethic and ability to multitask is proven.

## Employment

2013 – Currently **Michael R. Spencer Architects** Tallahassee, FL  
*Project Manager, Code Compliance*

- Draft both commercial and residential projects
- Assist with Code Compliance direction & research
- Assist with on-site inspection, including catastrophe rebuilding

2010 – 2015 **Wells Fargo Advisors, LLC** Pensacola, FL  
*Financial Advisor & Complex Operations Liaison*

- Attain & retain clients by assisting with design & implementation of both short and long-term investment needs
- Have a FINRA Series 7, and 66 licenses, licensed to practice in 9 states
- Appointed with 23 different Life Insurance companies

2009 – 2010 **Edward Jones** Pensacola, FL  
*Financial Advisor*

- Helped clients determine financial and investment needs
- Have a current FINRA Series 7, a Series 66, and am licensed to practice in 6 states
- Was appointed with 7 different Life Insurance companies to see complete lines of their products

2006 – 2008 **Doug Whitfield Residential Designs, Inc.** Pensacola, FL  
*Cad Drafter & Administrative Assistant*

- Drafted upscale single-family residential homes on the various waterways, we have here in the Florida panhandle
- Produced architectural “working” drawings while attending to inventory, communication, scheduling, code compliance, and other regular daily duties



Clubs/ Organizations

2018- **Lighthouse of The Big Bend** – Board Member

2017- **Leadership Tallahassee** - Affiliate

2012-2016 **United Way of Escambia County** - *Community Investment* – Health Panel, Volunteer

2015 recipient *Volunteer of the Year* award, Florida Panhandle - **Wells Fargo**

2013 nominated for The **Greater Pensacola Area's PACE Award** – *Emerging Leader*

**Leadership Pensacola**, Alumni


**Leadership Pensacola** – Curriculum Committee 2015, 2016, 2017

2012-2014 **United Way of Escambia County** - Loaned Executive Leadership

Inaugural member of *The North Florida Diversity Council* for **Wells Fargo**

# ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT PLANNING COMMISSION

Attachment #15  
Page 1 of 5

<p><b>It is the applicant's responsibility to keep this information current.</b>  <b>To advise the County of any changes please contact Mary Smach</b>  <b>by telephone at 606-5300 or by e-mail at SmachM@leoncountyfl.gov</b>  <b>Applications will be discarded if no appointment is made after two years.</b></p>			
Name: Martha Chauncey		Date: 4/16/2018 1:14:51PM	
Home Phone: (850) 850-6515	Work Phone: (850)617-1823X	Email: chaunceym@leonschools.net	
Occupation: PROGRAM SPECIALIST		Employer: LEON COUNTY SCHOOL BOARD	
Preferred mailing location: Work Address Work Address: 3420 W THARPE ST SUITE 100 City/State/Zip: TALLAHASSEE, FL 32303			
Home Address: 2626 E PARK AVE. APT 4104 City/State/Zip: TALLAHASSEE, FL 32301			
Do you live in Leon County?    Yes      If yes, do you live within the City limits?    Yes Do you own property in Leon County?    No      If yes, is it located within the City limits?    No For how many years have you lived in and/or owned property in Leon County?      5 years			
Are you currently serving on a County Advisory Committee?    No If yes, on what Committee(s) are you a member?			
Have you served on any previous Leon County committees?    No If yes, on what Committee(s) are you a member?			
<p><b>(OPTIONAL)</b> 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.</p> <p>Race: Caucasian                      Sex:                      Age:                      44.00                  Disabled? No                      District: District 5</p>			
<p><b>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.</b></p> <p>I SERVED ON ST. LUKE'S ANGLICAN LEADERSHIP COMMITTEE 2008-2017.</p> <p>I WOULD LIKE TO SERVE ON THE LEON COUNTY PLANNING COMMISSION SO THAT I COULD HELP LEON COUNTY SCHOOLS BETTER PLAN FOR UPCOMING HOUSING DEVELOPMENTS. I WOULD ALSO LIKE TO SERVE THE RESIDENTS OF LEON COUNTY BY MAKING SURE THAT DEVELOPMENTS ARE IN LINE WITH THE COMPREHENSIVE PLAN.</p>			

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

Name: CHRISTINE NEEDHAM Telephone: 8502945135  
Address: 900 RIGGINS RD APT 1011, TALLAHASSEE, FL 32308

Name: LISE BAGGS Telephone:  
Address: 702 TRUETT DR, TALLAHASSEE 32303

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

**AS A MEMBER OF AN ADVISORY COMMITTEE, 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 OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE 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, YOU MUST COMPLETE THE ORIENTATION PUBLICATION [www.leoncountyfl.gov/bcc/committees/training.asp](http://www.leoncountyfl.gov/bcc/committees/training.asp)**

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

2.) Are you willing to complete a financial disclosure form Yes

3.) 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 YES, PLEASE EXPLAIN. BEING AN EMPLOYEE OF LEON COUNTY SCHOOLS, I WOULD ABSTAIN FROM VOTING ON ANY ITEMS THAT THEY BRING BEFORE THE COMMITTEE

4.) Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County? No  
If yes, please explain.

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

6.) 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  
If yes, please explain.

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

Signature: Martha E Chauncey

This application was electronically sent: 4/16/2018 1:14:51PM

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

LAST NAME - FIRST NAME - MIDDLE INITIAL <i>Chauncey, Martha E</i>			OFFICE / POSITION HELD
MAILING ADDRESS <i>2626 E Park Ave # 4104</i>			AGENCY OR ADVISORY BOARD <i>Planning Commission</i>
CITY <i>Tallahassee</i>	ZIP <i>32301</i>	COUNTY <i>Leon</i>	ADDRESS OF AGENCY

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

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

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

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

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

**PLEASE COMPLETE THE FOLLOWING:**

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:
  - ☒ The reporting person;
  - ☐ The spouse of the reporting person, whose name is \_\_\_\_\_; or
  - ☐ A child of the reporting person, whose name is \_\_\_\_\_.
2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:
  - ☐ Supplying the following realty, goods, and/or services: \_\_\_\_\_
  - ☒ 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:
 

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



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

### WHO MUST COMPLETE THIS PART:

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

### PLEASE COMPLETE THE FOLLOWING:

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

☐ The reporting person;

☐ The spouse of the reporting person, whose name is \_\_\_\_\_; or

☐ A child of the reporting person, whose name is \_\_\_\_\_.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

\_\_\_\_\_

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

\_\_\_\_\_  
(NAME OF ENTITY)


\_\_\_\_\_  
(ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:

☐ Officer; ☐ Partner; ☐ Associate; ☐ Sole proprietor; ☐ Stockholder; ☐ Director; ☐ Owner of in excess of 5% of the assets or capital stock in such business entity; ☐ Employee; ☐ Contractual relationship with the business entity;

☐ Other, please describe:

### SIGNATURE

SIGNATURE	DATE SIGNED	DATE FILED
	<p>4/17/18</p>	

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.

**From:** Jessica Icerman  
**To:** Mary Smach  
**CC:** Dan Rigo  
**Date:** 4/16/2018 3:18 PM  
**Subject:** Re: Martha Chauncey

Mary,

I suggest Ms. Chauncey complete a Form 4a. Per Section 112.313, "No public officer . . . of an agency [planning commission] shall have or hold any employment . . . with any . . . agency [school board] which is subject to the regulation of, or is doing business with, an agency [Planning Commission] of which he or she is an officer or employee. . . "

The school board may come before the Planning Commission or LPA for rezonings related to siting new schools. This conflict may be waived with the Form 4a.

Under Paragraph 2, Ms. Chauncey will have to check "Regulation of the business entity by the governmental agency" and list Leon County Schools for Para 3, and check "employee" for para 4. Part B does not need to be completed, but it will need to be signed on the bottom of Part B.

Jessica

>>> Mary Smach 4/16/2018 1:25 PM >>>

Hi Jessica,

Please see the attached application and the email below. Does she need to complete the Disclosure Form 4A?

*Mary Smach*

Agenda Coordinator  
Leon County Administration  
301 S. Monroe St. Suite 502  
Tallahassee, FL 32301  
850-606-5311  
[www.leoncountyfl.gov](http://www.leoncountyfl.gov)  
"People Focused. Performance Driven"

Thank you for your email. 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.

>>> "Perrine, Beth" <Mary.Perrine@talgov.com> 4/16/2018 12:16 PM >>>

The Leon County School Board will be voting at their April 24<sup>th</sup> Meeting to appoint Martha Chauncey to replace Patricia Weaver as their appointee to the Tallahassee-Leon County Planning Commission at the end of June 2018. I went ahead and had Ms. Chauncey complete the Citizen Committee applications for both the City and County so we would already have this step taken care of once I receive the official information from the school board.

Thank you.

**Beth Perrine**

**Staff Assistant**

Tallahassee-Leon County Planning Dept.

Land Use Planning

**850.891.6400 • [beth.perrine@talgov.com](mailto:beth.perrine@talgov.com)**

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #21**

# Leon County Board of County Commissioners

## Agenda Item #21

June 19, 2018

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

**From:** Herbert W.A. Thiele, County Attorney

**Title:** First and Only Public Hearing to Consider an Ordinance Imposing Reasonable Limitations on the Submission of Documentary Evidence in Quasi-Judicial Proceedings

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<b>Review and Approval:</b>	Herbert W.A. Thiele, County Attorney
<b>Lead Staff/ Project Team:</b>	Jessica Icerman, Assistant County Attorney

### **Statement of Issue:**

This item seeks the Board's consideration of an ordinance imposing reasonable limitations on the submission of documentary evidence in quasi-judicial proceedings before the Board of County Commissioners.

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Conduct the first and only public hearing and adopt the proposed Ordinance imposing reasonable limitations on the submission of documentary evidence in quasi-judicial proceedings before the Board of County Commissioners (Attachment #1).



## **Report and Discussion**

### **Background:**

On April 10, 2018, the Board was prepared to conduct a public hearing and consider a rezoning located at Bannerman Road and Bull Headley Road. Approximately four hours before the public hearing, the Board received a lengthy memorandum from a purported land use expert. Upon the recommendation of the County Attorney, the Board voted to continue the public hearing in light of the newly submitted documentary evidence. The Board also directed the County Attorney to implement a reasonable time limit for the submission of documentary evidence.

### **Analysis:**

The proposed Ordinance (Attachment #1) will amend Chapter 10, Articles VI and VII to implement a reasonable time limit on the submission of documentary evidence in quasi-judicial proceedings before the Board.

Every land use decision made by the Board is considered quasi-legislative or quasi-judicial. Legislative actions result in the formulation of general rule or policy whereas judicial actions result in the application of a general rule or policy. Rezoning actions, which have an impact on a limited number of persons or property owners and on identifiable parties and interests, are viewed as policy application, rather than policy setting, and are quasi-judicial in nature. Additionally, development orders, such as the approval of a site plan, are quasi-judicial decisions.

Quasi-judicial actions must provide procedural due process to the applicant and members of the public. Procedural due process requires the Board to sit as an impartial decision-maker. As such, the Board must be apprised of all facts and abstain from engaging in any *ex parte* communications. Procedural due process also requires the Board to follow basic fairness principles with respect to the admission of evidence.

On April 10, 2018, the Board directed the County Attorney to implement a reasonable time limit for the submission of documentary evidence after newly submitted documentary evidence lead to a Board vote to continue a quasi-judicial public hearing. As a result, the Board voted to schedule this Public Hearing at its May 22, 2018 Board meeting.

The proposed Ordinance provides that all documentary evidence must be submitted by noon on the Friday preceding the week of the scheduled quasi-judicial proceeding at which the documentary evidence is to be considered. This proposed deadline allows citizens sufficient time to submit documentary evidence after the agenda is published while also providing a reasonable time for the Board and staff to review such evidence.

Documentary evidence submitted after the aforementioned deadline shall not be considered by the Board nor made a part of the record. Documentary evidence is further defined as evidence in a physical or digital form, including but not limited to expert reports, photographs, documents,

affidavits, memoranda, graphs/charts, maps, aerial photographs, and surveys. If the proposed Ordinance is adopted, all future newspaper and mail notices of quasi-judicial proceedings before the Board will notify the public about the deadline by which to submit documentary evidence for the Board's consideration.

The proposed Ordinance also makes non-substantive edits to clarify the distinction between informal and formal quasi-judicial proceedings. All quasi-judicial proceedings are informal in nature unless an applicant or interested party petitions for a formal quasi-judicial proceeding. Such formal proceedings are held before an administrative law judge, who renders a recommended order. The Board then considers the recommended order in making its final decision on the proposed action. The Board may not consider new evidence during its consideration of the recommended order. All evidence is confined to the record created before the administrative law judge.

This Public Hearing was noticed in the *Tallahassee Democrat* (Attachment #2).

**Options:**

1. Conduct the first and only public hearing and adopt the proposed Ordinance imposing reasonable limitations on the submission of documentary evidence in quasi-judicial proceedings before the Board of County Commissioners (Attachment #1).
2. Conduct the first and only public hearing and do not adopt the proposed Ordinance imposing reasonable limitations on the submission of documentary evidence in quasi-judicial proceedings before the Board of County Commissioners.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Proposed Ordinance
2. Notice of Public Hearing

ORDINANCE NO. 2018-\_\_\_\_\_

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 10, THE LAND DEVELOPMENT CODE, OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA; AMENDING SECTION 10-6.205 ENTITLED "PROCEDURES FOR ORDINANCE AND OFFICIAL ZONING MAP AMENDMENTS-GENERALLY"; AMENDING SECTION 10-7.405 ENTITLED "TYPE C REVIEW"; AMENDING SECTION 10-7.406 ENTITLED "TYPE D REVIEW"; AMENDING DIVISION 7 OF ARTICLE VII, ENTITLED "FORMAL PROCEEDINGS"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

**Section 1.** Section 10-6.205 of Article VI, Division 2, Chapter 10 of the Code of Laws of Leon County, Florida, is hereby amended to read as follows:

**Sec. 10-6.205. Procedures for ordinance and official zoning map amendments – Generally.**

(a) *Official zoning map.*

- (1) The county is hereby divided into zones, or districts, as shown on the "official zoning map" which, together with all explanatory matters thereon, is hereby expressly adopted by reference and declared to be a part of this chapter.
- (2) As changes are made in district boundaries or in other matters portrayed on the official zoning map, such changes shall be entered upon the official zoning map only after the amendment adopting such changes has been adopted and has become effective. Changes in zoning classification from one zoning district to another may occur without amendment of the future land use map, unless such changes in zoning classification are inconsistent with the then-existing future land use map of the Comprehensive Plan, as amended.

(b) *Procedure for official zoning map amendment.*

- (1) Amendments to the official zoning map (which is on file in the office of the Tallahassee-Leon County Planning Department) may be initiated by:
  - a. The Board of County Commissioners.

- b. The planning commission.
- (2) Amendments to the official zoning map with respect to a specific parcel or parcels may also be initiated by an owner of the subject property or legally designated agent. Amendments to the official zoning map with respect to an area that includes multiple parcels in separate ownership may be initiated only with the consent of all the involved property owners, or the planning commission, or the Board of County Commissioners.
- (3) No recommendation for change or amendment to the official zoning map shall be considered by the planning commission until appropriate notice has been given of any public hearing. Notice of the public hearing shall be in accordance with this chapter, the bylaws of the planning commission, and applicable Florida Statutes. In the case of a request for an amendment to the official zoning map, additional notice of the public hearing shall be given at least 15 calendar days in advance of the hearing by one publication in a newspaper of regular and general circulation in the county. In cases involving 30 or few contiguous parcels of land, additional written notice shall be mailed to the current address of each property owner involved and to owners of property within 1,000 feet of the parcels proposed to be rezoned. ~~Quasi-judicial proceedings may be invoked pursuant to the provisions of article VII, division 7 of this Code.~~
- (4) The planning commission shall consider all amendments to the official zoning map under the informal quasi-judicial procedures set forth in the bylaws of the planning commission unless a petition for formal quasi-judicial proceedings is invoked pursuant to the provisions of article VII, division 7 of this Code and the procedures set forth in the planning commission bylaws.
- (54) Within 45 calendar days after the close of the public hearing, the planning commission shall transmit a written report of its findings and recommendation to the Board of County Commissioners.
- (65) The Board of County Commissioners shall schedule a public hearing to consideration of the report request for rezoning and the recommendation of the planning commission based upon schedules, which may be established by the Board of County Commissioners.
- (7) The Board of County Commissioners shall conduct a public hearing and receive public comment. Documentary evidence submitted by noon on the Friday preceding the week of the scheduled public hearing by the applicant or interested parties shall be considered by the Board of County Commissioners and made a part of the record. Documentary evidence submitted after the aforementioned deadline shall not be considered by the Board of County Commissioners nor made a part of the record. For the purposes of this section, documentary evidence shall mean evidence in a physical or digital form, including but not limited to expert



reports, photographs, documents, affidavits, memoranda, graphs/charts, maps, aerial photographs, and surveys.

- (86) No proposal for a zoning district change or amendment affecting particular property or properties shall contain conditions, limitations or requirements not applicable to all other property in the district to which the particular property is proposed to be rezoned.
- (97) Within 30 calendar days after the effective date of an amendment to the Comprehensive Plan affecting a particular property or properties which specifically requires a change in zoning classification to assure consistency of the official zoning map with the Comprehensive Plan, the Board of County Commissioners shall initiate an amendment of the official zoning map to reflect a zoning designation for the particular property or properties consistent with the Comprehensive Plan. For the purposes of these particular official zoning map amendments, the planning commission's consideration shall be deemed met as a result of their review, if sitting as the local planning agency, of the future land use map amendment so long as the notice requirements provided above were met.
- (108) Public notice and hearing of the amendment by the Board of County Commissioners shall be in accordance with the requirements of the law.
- (119) The application of an owner for a change or amendment to the official zoning map shall include the following:
- a. Proof of ownership.
  - b. A recorded deed description or a legal description of the property involved, which if the property is not in a recorded, platted subdivision is prepared by a Florida registered surveyor and mapper.
  - c. A map of the property at a scale of one inch equals 200 feet, or such other scale as may be required by the county administrator, or designee.
  - d. An environmental analysis as required pursuant to the "Environmental Management Act" is optional.
  - e. Either a concurrency certification or affidavit waiving concurrency requirements as prescribed in the concurrency regulations.
- (120) *Unauthorized changes in zoning map prohibited.* No changes of any nature affecting property shall be made in the official zoning map or any matter shown thereon except in conformity with the procedures and requirements of this chapter and/or other applicable law. It shall be unlawful for any person to make any unauthorized change in the maps or official zoning atlas. Any violation of this provision shall be punishable as otherwise provided ~~approved~~ by law.

(13+) *Considerations for the review of the zoning map amendment applications.* With the exception of PUD or DRI applications which are set forth in sections 10-6.696 and 10-6.697 of this chapter, in their review of zoning map amendment applications, the Board of County Commissioners shall include consideration of the following factors:

- a. *Comprehensive plan.* Whether the proposals is consistent with all applicable policies of the county's adopted Comprehensive Plan.
- b. *Conformance with this chapter.* Whether the proposal is in conformance with any applicable substantive requirements of this chapter, including minimum or maximum district size.
- c. *Changed conditions.* Whether and the extent to which land use and development conditions have changed since the effective date of the existing zoning districts regulations which are relevant to the property(ies).
- d. *Land use compatibility.* Whether and the extent to which the proposals would result in any incompatible land uses, considering the type and locations of uses involved.
- e. *Other matters.* Any other matters which they Board of County Commissioners may deem relevant and appropriate. The Board of County Commissioners may adopt by resolution additional rezoning criteria that are applicable to one or more zoning districts.

**Section 2.** Section 7.405 of Division 4, Article VII, Chapter 10 of the Code of Laws of Leon County, Florida, is hereby amended to read as follows:

**Sec. 10-7.405. Type C review.**

Type C review shall be applied to the types of site and development plans listed in Table 10-7.1., and to all site and development plans listed as special exception uses within any zoning district. For the purpose of this section, nonresidential site and development plans include, but are not limited to, commercial, office, institutional, and industrial development.

*Review requirements.*

- (a) *Preapplication.* The applicant may schedule a presubmittal meeting with the county administrator or designee to discuss the application, the procedures for review and approval, and the applicable regulations and requirements for the review type. The county administrator or designee may modify or eliminate any required information submittals, after documentation, based upon consideration of the complexity of the proposed site and development plan, environmental

constraints, existing site conditions, or other relevant submittal items required for review and approval of site and development plans.

- (b) *Application.* The applicant shall submit the required site and development plan to the county administrator or designee for distribution to the DRC. The applicant shall proceed with the FDPA review track as outlined in subsection 10-7.402.5(b).
- (c) *Determination of completeness.* Within ten working days after receipt of the application for site and development plan approval, the county administrator or designee shall determine whether the application contains all required information at the required level of detail; and shall advise the applicant of all areas of deficiency. This notification shall specify the additional information and level of detail required in order to meet the requirements of this section.

In the event that an applicant fails to submit the required additional information within 30 calendar days of the date of the notice of deficiency, the county administrator or designee shall consider the application to be withdrawn. The county administrator or designee may grant extensions of up to 30 days at the request of the applicant; provided any such request for an extension is received prior to the expiration of the relevant time period.

Upon a determination of completeness, the county administrator or designee shall refer the application to the DRC.

- (d) *Public notice of application.* Notice of the Type C application shall be published consistent with the provisions of ~~{F.S. §}~~ 125.66(4)(b)2. and 3. within seven calendar days of receipt of the application and mailed to each property owner, based upon the most current tax rolls in the Office of the Leon County Property Appraiser, owning property within 1,000 feet of the project and to registered home owners associations and business associations of property within 1,000 feet of the project. Notice of the application must be prominently posted at the job site. Notice of the application must clearly delineate that an aggrieved or adversely affected person has the right to request a quasi-judicial hearing before a special master, must explain the conditions precedent to the appeal of any development order rendered on the application, and must specify where written procedures can be obtained that describe the process to appeal the decision of the county.
- (e) *Public notice of the DRC meeting.* Public notice of the DRC meeting shall be given at least seven calendar days in advance of the meeting by publication in a newspaper of regular and general circulation in the county. In addition, written notice shall be mailed at least five calendar days in advance of the DRC meeting to the current address (based upon the most current tax rolls in the Office of the Leon County Property Appraiser) of each property owner within 1,000 feet of the project and to registered homeowners, neighborhood and business associations of property located within 1,000 feet of the project. Notices shall advise of the substance of the application, and specify that no testimony may be heard by the

DRC at their meeting since it is an administrative review and not subject to quasi-judicial provisions. The notice must also include a statement that, as a condition precedent to filing an appeal, one must submit written comments regarding the application to the clerk of the DRC prior to the adjournment of the DRC meeting at which the written preliminary decision on the development application is made. Required notices may be provided in combination with other notices.

- (f) *DRC meetings.* DRC meetings are administrative and not quasi-judicial in nature. No testimony shall be received from any applicant or member of the public during the course of the DRC meeting, although the meetings shall be open to public attendance. Each member of the DRC is responsible for providing proposed written findings which identify whether a development meets the applicable criteria and standards of this chapter and those imposed by other applicable ordinances, regulations and/or adopted standards of the county. The proposed written findings shall be transmitted to other members of the DRC, the applicant, and made available for public inspection at least one working day prior to consideration by the DRC. The proposed written findings shall be the basis for a recommendation by each DRC member for the DRC as a whole to recommend approval, approval with conditions, denial, or to continue consideration of an application to a date and time certain.
- (g) *DRC review.* The DRC shall review the plans at any scheduled meeting, and shall prepare a recommended order including an itemized list of findings of fact which support a recommendation of approval, approval with conditions, or denial of the application; or shall request additional material and data determined to be necessary to undertake the required review and continue its review to a date and time certain. The DRC shall provide the recommended order to the applicant, the Board of County Commissioners, and to persons who have submitted written comments, provided that the address of the person is evident on the face of the comments provided. The Board of County Commissioner's review of the recommended order shall be advertised and scheduled at the next available date for public hearings before the Board of County Commissioners.
- (h) *Appeals of a DRC recommended order on a Type C development application.* In order to appeal a recommended order of the DRC, a notice of intent to file an appeal of a decision on a site and development plan application must be filed with the clerk of the DRC within 15 calendar days of the rendition of the recommended order. If a notice of intent is filed within 15 days of the rendition of the recommended order, the county commission review of the DRC recommended order shall be placed in abeyance pending review and receipt of a recommended order from a special master or administrative law judge. Final hearings before the Board of County Commissioners shall follow the procedures set out in section 10-7.415, rather than the procedures set out in subsection (h) of this section. Subsequent to the filing of a notice of intent, a petition must be filed within 30 calendar days from the date of issuance of the DRC recommended order. Petitions shall be made in writing and directed to the clerk of the DRC, and shall include



the project name, application number, a description of the facts upon which the recommendation is challenged, and all allegations of inconsistency with the Comprehensive Plan and land development regulations, and any argument in support thereof. Failure to timely file a notice of intent and a petition is jurisdictional and will result in waiver of a hearing before a special master or administrative law judge on the application. Hearings shall be conducted in accordance with the procedures outlined in sections 10-7.414 and 10-7.415. A notice of intent and petition may be filed by the applicant, or by a person qualified as a party as defined in section 10-7.414 who had filed comments in response to subsection (d) above.

- (i) *Board of County Commissioners review and decision.* The Board of County Commissioners shall review the application at a public hearing noticed in accordance with applicable provisions of the Florida Statutes. The Board of County Commissioners shall ~~will~~ review the application for compliance with the criteria set out in subsection 10-7.402 5., and render a final decision regarding the application. Documentary evidence submitted by noon on the Friday preceding the week of the scheduled public hearing by the applicant or interested parties shall be considered by the Board of County Commissioners and made a part of the record. Documentary evidence submitted after the aforementioned deadline shall not be considered by the Board of County Commissioners nor made a part of the record. For the purposes of this section, documentary evidence shall mean evidence in a physical or digital form, including but not limited to expert reports, photographs, documents, affidavits, memoranda, graphs/charts, maps, aerial photographs, and surveys.
- (j) *Conditional approvals.* Subsequent to the action of the Board of County Commissioners to approve a Type C site and development plan subject to conditions, the applicant shall furnish for review and verification by the Board of County Commissioners or ~~their~~ designee, a revised application, demonstrating compliance with all conditions. The revised site and development plan shall be submitted to the Board of County Commissioners or ~~their~~ designee within 90 days of the date of the approval entity's action; however, the applicant may, upon demonstration of good faith effort and hardship that is not self-created, be granted a 90-day extension by the Board of County Commissioners or designee. Subsequent 90-day extensions may be requested and granted, based on the same criteria. Failure to comply with these time limits shall render the site and development plan application approval expired.

**Section 3.** Section 7.406 of Division 4, Article VII, Chapter 10 of the Code of Laws of Leon County, Florida, is hereby amended to read as follows:

**Sec. 10-7.406. Type D review.**

1. *Type D review shall be applied to the creation of historic preservation or Canopy Road special regulatory overlays; developments of regional impact; Florida Quality*

1 *Developments; and, transitional residential facilities.* The applicant shall obtain a permitted use  
2 verification, as applicable, prior to filing a Type D site and development plan application. Such  
3 applications shall be reviewed by the DRC, which shall make a recommendation to the planning  
4 commission. The planning commission shall review the application at a public hearing and make  
5 a recommendation to the Board of County Commissioners. Formal ~~Quasi-judicial~~ proceedings  
6 may be invoked pursuant to the provisions of article VII, division 7 of this Code.  
7

8 After a public hearing, the Board of County Commissioners shall approve, approve with  
9 conditions, or deny the application, or continue their consideration to a date and time certain;  
10 ~~¶~~The board's decision shall be based upon whether the application demonstrates consistency with  
11 the Comprehensive Plan, and compliance with other applicable codes, rules, regulations, and  
12 policies of the county, as applicable. In rendering its decision regarding applications for notice of  
13 proposed change to a development of regional impact (DRI) development order, the board's  
14 decision shall also be based upon the criteria stated above and a determination as to whether the  
15 change represents a substantial deviation to the application for development approval in effect  
16 for that DRI. If the board determines that the application constitutes a substantial deviation, the  
17 application can not be approved although the applicant may reapply as a requested substantial  
18 deviation to the DRI, in accordance with the substantial deviation application requirements set  
19 out in the Florida Administrative Code and Florida Statutes.  
20

21 2. *Developments of regional impact (DRI) and Florida Quality Developments*  
22 *(FQD).*  
23

24 (a) Any development qualifying for review as a DRI or FQD as defined by Florida  
25 Statutes shall be subject to initial review pursuant to the requirements specified  
26 under this chapter. Such review shall, as a minimum, include the submittal  
27 requirements specified under the Florida Statutes for an application for  
28 development approval (ADA) and those submittal requirements specified by  
29 section 10-7.406.  
30

31 (b) Prior to the Board of County Commissioners' consideration of any approval, or  
32 any proposed change to an approved DRI or FQD, or for a Board of County  
33 Commissioners' consideration for a determination of substantial deviation to an  
34 approved DRI or FQD, the planning commission shall review the proposed  
35 change or request for determination of substantial deviation at a public hearing  
36 and shall transmit its recommendation to the Board of County Commissioners for  
37 its consideration. Quasi-judicial proceedings may be invoked pursuant to the  
38 provisions of article VII, division 7 of this Code. The planning commission shall  
39 render its recommendation considering:  
40

41 (i) Whether the proposed change is a substantial deviation;  
42

43 (ii) Whether the proposed change is consistent with the Comprehensive Plan;  
44 and  
45

- (iii) Whether the proposed change is consistent with other applicable codes, rules, regulations, and policies of the county.

3. *Submittal requirements.* Applications for Type D review shall include a plan that provides the following:

- (i) A general plan for the use of all lands within the Type D development application. 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 square footage and height).
- (ii) A plan of vehicular circulation showing the general locations and right-of-way widths of roads, the capacity of the system and access points to the external thoroughfare network.
- (iii) Quantitative summary of land uses (acres, square feet, number of dwelling units) and parking spaces. A report shall be submitted that includes a statement indicating how the proposed development fully complies with the Comprehensive Plan and a general description of the proposed development including:
  - a. The total acreage of the project.
  - b. The number of acres proposed to be developed in the various categories of land use 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 Type D development.
  - c. The number and type of dwelling units proposed for the overall site and for its components, including dwelling units per acre calculations and population projections for each, or for nonresidential projects, gross square footage devoted for each land use.
  - d. The establishment of minimum design standards which shall govern the site development such as lot shape and size, internal streets and pedestrian ways, open space provisions, off-street parking, buffers, signage, and landscape areas.
  - e. A binding commitment to develop the property in accordance with the approved concept plan and conditions of approval. The commitment shall bind subsequent owners.
  - f. A site conditions map which includes:
    - 1. Legal description and boundary survey.

2. Name of the Type D development; owner; agent, and address and phone number of each.
3. Scale, date, north arrow, and general location map showing relationship of the site to external uses, structures and features.
4. Boundaries of the subject property, all existing streets, buildings, water courses, easements, section lines, and other important physical features.
5. Existing topography.
6. The location and size of all existing drainage, water sewer, and other utility provisions.
7. Information about the existing vegetative cover and general soil types, and their appropriateness to the proposed project.
8. 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 requirement to provide this information may be waived for small projects. If required, notation of this information on a scaled map is acceptable.

4. *Review requirements.* The county administrator or designee shall determine the level of detail required for the application for concept plan consideration requesting Type D review.

The Type D review provides a process affording the applicant with the ability to demonstrate the appropriateness of modifying any standards set forth in this chapter. The applicant may propose, within their application, proprietary standards, applicable specifically to the property included within the application. Such standards may be approved upon a determination that they would be consistent with the Comprehensive Plan, and not be likely to result in adverse health, safety, or welfare impacts to the public of Leon County.

5. *Combined development order.* At the option of the applicant, and upon submittal of necessary application materials and supporting information required to address the level of detail needed for a final plan approval; (i.e., a Type A, Type B, or Type C site and development plan application), ~~the~~ the Board of County Commissioners' may approve an application for development approval for a DRI, or any amendment thereto, or a planned unit development (PUD), wherein that order issued by the board shall also constitute a final plan approval, so long as that combined application also demonstrates approval with applicable site and development plan requirements. A combined development order approval precludes further site and



development plan application review for development within the scope of the combined development order, so long as that development is consistent with the order.

6. *Time limits for completing revisions for applications approved with conditions.*  
With the exception of applications for developments of regional impact or changes to developments of regional impact, and amendments to the official zoning map to create or amend a planned unit development zoning district, subsequent to the action of the Board of County Commissioners to approve a Type D site and development plan subject to conditions becoming final, the applicant shall furnish for review and verification by the Board of County Commissioners or ~~their~~ designee, a revised application, demonstrating compliance with all conditions. The revised site and development plan shall be submitted to the Board of County Commissioners or ~~their~~ designee within 180 days of the date of the approval entity's action; however, the applicant may, upon demonstration of good faith effort and hardship that is not self-created, be granted a 180-day extension by the Board of County Commissioners or designee. Subsequent 90-day extensions may be requested and granted, based on the same criteria. Failure to comply with these time limits shall render the site and development plan application approval expired.

7. *Further review of individual development components of Type D development.*  
Once a plan for a Type D ~~D~~development has been approved by the Board of County Commissioners, the approval of individual parcels, tracts, or projects within the Type D development shall utilize the applicable review procedure pursuant to this chapter to ensure compatibility with the concept plan as well as to meet all other appropriate technical requirements.

**Section 4.** Division 7 of Article VII, Chapter 10 of the Code of Laws of Leon County, Florida, is hereby amended to read as follows:

#### DIVISION 7. FORMAL PROCEEDINGS

##### **Sec. 10-7.701. Applicability.**

Division 7 shall govern all quasi-judicial proceedings before the planning commission. For purposes of review/appeals to the planning commission under this division, the following definitions shall apply:

- (a) *Days* as used in this division means calendar days unless otherwise stated.
- (b) *De novo proceeding* means a quasi-judicial proceeding wherein the parties submit testimony and evidence in support of their positions and the planning commission evaluates the issues raised in the petition as if they were being reviewed for the first time.
- (c) *Ex parte communication* means an oral or written communication made to a member of the planning commission on a matter to come before the planning commission by, or on behalf of, a party as defined in this section, or otherwise,

about the merits of a matter before the planning commission, or foreseeably anticipated to come before the commission, outside of a planning commission meeting and without notice to the parties.

- (d) *Party* means the applicant, the county, or any person who can demonstrate that they will suffer an adverse effect to an interest protected or furthered by the Comprehensive Plan, including interests related to health and safety, police and fire protection service systems, densities or intensities of development, transportation facilities, health care facilities, equipment or services, or environmental or natural resources. The alleged adverse interests may be shared in common with other members of the community at large, but shall exceed in degree the general interest in community good shared by all persons.
- (e) *Quasi-judicial proceeding* means a proceeding that results in a decision having an impact on a limited number of persons or property owners, on identifiable parties and interests, where the decision is contingent on a fact or facts arrived at from distinct alternatives presented at a hearing, and where the decision can be viewed as policy application rather than setting policy.
- (f) *Rendered* means the date of the action when a decision is made by an entity with authority to approve the development application as evidenced by the entity's dated decision executed by its chair. In the case of an order of the planning commission, the order shall be rendered when it is date stamped by the clerk of the planning commission.

**Sec. 10-7.702. ~~Decisions subject to q~~Quasi-judicial proceedings; notice required.**

(a) *Decisions subject to quasi-judicial proceedings.* The planning commission shall conduct quasi-judicial proceedings when it renders decisions that involve the application of a general rule or policy as set forth in the Code of Laws of Leon County. All quasi-judicial proceedings before the planning commission shall be informal quasi-judicial proceedings unless a party with standing to initiate timely files a petition for formal quasi-judicial proceedings. All formal quasi-judicial proceedings shall be before an administrative law judge or a special master. A special master shall be a licensed attorney with the Florida Bar who has practiced law in Florida for at least five years, and who has experience in land use law, real estate law, local governmental law, or administrative law.

~~The planning commission, when it is taking actions that involve the application of a general rule or policy as set forth in the Code of Laws of Leon County, shall conduct quasi-judicial proceedings in accordance with article IX of the bylaws of the Tallahassee Leon County Planning Commission unless such formal proceedings are waived by all parties as provided in article XIV of the bylaws.~~

(b) *Formal quasi-judicial proceedings.* Formal quasi-judicial proceedings may be initiated after a decision is rendered by the county administrator or designee or before a public

1 hearing at which the planning commission is to render a decision subject to quasi-judicial  
2 proceedings.

3  
4 ~~Quasi-judicial proceedings shall include, but are not necessarily limited to: Appeals of~~  
5 ~~decisions on certificates of exemption in connection with a governmental right-of-way taking;~~  
6 ~~interpretation of district boundaries with respect to the official zoning map; action by the~~  
7 ~~planning commission on Type D site and development plan review; developments of regional~~  
8 ~~impact; Florida quality developments, planned unit developments and rezonings.~~

9  
10 (1) The following decisions rendered by the county administrator or designee are  
11 subject to formal quasi-judicial proceedings: certificates of exemption in  
12 connection with a governmental right-of-way taking; and interpretations of  
13 district boundaries with respect to the official zoning map. Said decisions of the  
14 county administrator or designee shall become final 15 calendar days after they  
15 are rendered unless a party with standing to initiate timely files a petition for  
16 formal proceedings together with the filing fee in accordance with the planning  
17 commission bylaws. Failure to file the petition within the time specified herein  
18 will result in waiver of the right to formal proceedings. The clerk of the planning  
19 commission shall dismiss any late filed petition. Time periods provided by the  
20 Leon County Code of Laws may not be extended by the planning commission.  
21 The planning commission shall render a final decision on a recommended order  
22 from the administrative law judge or special master in accordance with the  
23 planning commission bylaws. No party may submit new evidence to the planning  
24 commission.

25  
26 ~~(c) The planning commission shall conduct quasi-judicial proceedings when a party as~~  
27 ~~defined in this section has initiated formal proceedings under the bylaws of the Tallahassee-Leon~~  
28 ~~County Planning Commission following a decision of the county administrator or designee on~~  
29 ~~certificates of exemption in connection with a governmental right-of-way taking; interpretation~~  
30 ~~of district boundaries with respect to the official zoning map, Type D site and development plan~~  
31 ~~review; developments of regional impact, Florida Quality Developments, planned unit~~  
32 ~~developments and rezonings. Decisions of the county administrator or designee shall become~~  
33 ~~final 15 calendar days after they are rendered unless a party files a petition for formal~~  
34 ~~proceedings together with the filing fee in accordance with the planning commission bylaws.~~  
35 ~~Failure to file the petition within the time specified herein will result in waiver of the right to~~  
36 ~~formal proceedings. The clerk of the planning commission will dismiss any late filed petition.~~  
37 ~~Time periods provided by the Leon County Code of Laws may not be extended by the planning~~  
38 ~~commission. Notice of the DRC's recommendation to the planning commission shall be~~  
39 ~~published in a newspaper of general circulation at least 15 days before the scheduled action by~~  
40 ~~the planning commission.~~

41  
42 (2d) To initiate formal quasi-judicial proceedings where the planning commission will  
43 make a recommendation to the Board of County Commissioners, a petition for  
44 formal proceedings together with an appropriate filing fee must be filed within 15  
45 calendar days of publication of the notice of the planning commission public  
46 hearing ~~on the application~~ in a newspaper of general circulation in the county.

1 Whenever the Code requires notice of proceedings before the planning  
2 commission to be published in a newspaper of general circulation, unless stated  
3 otherwise in the article, such notice shall be published no later than 30 calendar  
4 days before the formal, quasi-judicial public hearing. The notice shall include the  
5 subject matter of the proceeding; the date, time, and place of the hearing; and  
6 general information about citizen participation and the requirements for status as a  
7 party. The notice shall also include the name, address, and telephone number of a  
8 county representative who can provide additional information about the  
9 proceeding and about the requirements for party status.

10 ~~(e) The planning commission will render a final decision on a recommended order~~  
11 ~~from the administrative law judge on an appeal of a determination of the county administrator or~~  
12 ~~designee on a certificate of exemption in connection with a governmental right of way taking~~  
13 ~~and an interpretation of district boundaries with respect to the official zoning map.~~

14  
15 (3f) The planning commission will shall render a recommendation to the Board of  
16 County Commissioners on a recommended order from the administrative law  
17 judge or special master on a Type D site and development plan review,  
18 developments of regional impact, Florida quality developments, planned unit  
19 developments and rezonings in accordance with the planning commission bylaws.  
20 No party may submit new evidence to the planning commission or Board of  
21 County Commissioners.

22  
23 (4g) The administrative law judge or special master shall follow the procedures set  
24 forth in the planning commission bylaws. ~~for discovery, conduct of the hearing~~  
25 ~~and post-hearing procedures.~~

26  
27 **Sec. 10-7.703. Standing to initiate.**

28  
29 (5) Formal Quasi-judicial proceedings may be initiated only by the applicant, the  
30 county, or by persons who will suffer an adverse effect to an interest protected or  
31 furthered by the Comprehensive Plan, including interests related to health and  
32 safety, police and fire protection service systems, densities or intensities of  
33 development, transportation facilities, health care facilities, equipment or services,  
34 or environmental or natural resources. The alleged adverse interests may be  
35 shared in common with other members of the community at large, but shall  
36 exceed in degree the general interest in community good shared by all persons.  
37 Petitions for formal quasi-judicial proceedings shall be filed in accordance with  
38 the bylaws of the planning commission. The planning commission attorney shall,  
39 within five days of the date a petition for formal proceedings is filed, determine  
40 whether the person or entity filing the petition has alleged sufficient facts (to be  
41 proved at the final hearing) to establish entitlement to formal proceedings  
42 (“standing”). If the planning commission attorney determines that the petition  
43 does not allege standing, then the planning commission attorney shall dismiss the  
44 petition. Appeal of a denial of standing and dismissal of a petition may be made



1 within 30 days of the date the decision~~it~~ is rendered by filing a petition for writ of  
2 certiorari to the circuit court.

3  
4 **Sec. 10-7.703. Reserved.**

5  
6 **Sec. 10-7.704. Nature of formal and informal quasi-judicial proceedings.**

7  
8 (a) All informal quasi-judicial proceedings shall be de novo proceedings. All formal  
9 quasi-judicial proceedings shall be de novo proceedings before an administrative law judge or  
10 special master. Unless all parties waive formal proceedings, the parties will be given an  
11 opportunity to present testimony and evidence, to cross examine witnesses, and to present  
12 proposed findings of fact.

13  
14 (b) ~~No~~Ex parte communications shall not be permitted during the pendency of a  
15 formal or informal quasi-judicial matter before the planning commission or an administrative law  
16 judge.

17  
18 (c) For informal quasi-judicial proceedings before the Board of County  
19 Commissioners, documentary evidence submitted by noon on the Friday preceding the week of  
20 the scheduled public hearing by the applicant or interested parties shall be considered by the  
21 Board of County Commissioners and made a part of the record. Documentary evidence  
22 submitted after the aforementioned deadline shall not be considered by the Board of County  
23 Commissioners nor made a part of the record. For the purposes of this section, documentary  
24 evidence shall mean evidence in a physical or digital form, including but not limited to expert  
25 reports, photographs, documents, affidavits, memoranda, graphs/charts, maps, aerial  
26 photographs, and surveys.

27  
28 (d) For formal quasi-judicial proceedings, evidence submitted to the planning  
29 commission or Board of County Commissioners is confined to the record made before the  
30 administrative law judge or special master.

31  
32 ~~A motion to dismiss a petition may be filed within five calendar days after the petition is~~  
33 ~~filed. Motions to dismiss will be heard by the administrative law judge assigned to preside over~~  
34 ~~the quasi-judicial proceedings.~~

35  
36 **Sec. 10-7.705. Decisions of the planning commission.**

37  
38 (a) All planning commission decisions shall be based upon competent substantial  
39 evidence in the record.

40  
41 (b) All evidence must be presented to the planning commission in accordance with  
42 the Leon County Code of Laws and the bylaws of the planning commission.

43  
44 (c) ~~The planning commission shall render an order or a recommendation to the Board~~  
45 ~~of County Commissioners, as appropriate, in all quasi-judicial proceedings that~~ All quasi-judicial

1 decisions of the planning commission shall be promptly filed in the office of the clerk of the  
2 planning commission with copies thereof delivered to all parties.

3 **Section 5.** **Conflicts.** All ordinances or parts of ordinances in conflict with the  
4 provisions of this ordinance are hereby repealed to the extent of such conflict, except to the  
5 extent of any conflicts with the Tallahassee-Leon County 2030 Comprehensive Plan as amended,  
6 which provisions shall prevail over any parts of this ordinance which are inconsistent, either in  
7 whole or in part, with the said Comprehensive Plan.

8  
9 **Section 6.** **Severability.** If any provisions or portion of this Ordinance is declared by  
10 any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all  
11 remaining provisions and portions of this Ordinance shall remain in full force and effect.

12  
13 **Section 7.** **Effective Date.** This ordinance shall have effect upon becoming law.

14  
15 DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon  
16 County, Florida, this 19th day of June, 2018.

17  
18 LEON COUNTY, FLORIDA

19  
20  
21 By: \_\_\_\_\_  
22 Nick Maddox, Chairman  
23 Board of County Commissioners  
24

25 ATTEST:

26  
27 Gwendolyn Marshall, Clerk of Court and  
28 Comptroller, Leon County, Florida  
29

30  
31 By: \_\_\_\_\_  
32

33  
34 APPROVED AS TO FORM:

35  
36 Office of the County Attorney  
37 Leon County, Florida  
38

39  
40 By: \_\_\_\_\_  
41

42 Herbert W. A. Thiele  
43 County Attorney  
44

45 F06-00054

## **NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, June 19, 2018, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider adoption of an ordinance entitled to wit:

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 10, THE LAND DEVELOPMENT CODE, OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA; AMENDING SECTION 10-6.205 ENTITLED "PROCEDURES FOR ORDINANCE AND OFFICIAL ZONING MAP AMENDMENTS-GENERALLY"; AMENDING SECTION 10-7.405 ENTITLED "TYPE C REVIEW"; AMENDING SECTION 10-7.406 ENTITLED "TYPE D REVIEW"; AMENDING DIVISION 7 OF ARTICLE VII, ENTITLED "FORMAL PROCEEDINGS"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

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 said ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse  
301 S. Monroe St., 5th Floor Reception Desk  
Tallahassee, FL 32301

and

Leon County Clerk's Office  
315 S. Calhoun Street, Room 750  
Tallahassee, Florida 32301

Advertise: June 8, 2018

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #22**



# Leon County Board of County Commissioners

## Agenda Item #22

June 19, 2018

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

**From:** Vincent S. Long, County Administrator  
Herbert W.A. Thiele, County Attorney

**Title:** First and Only Public Hearing to Consider an Ordinance Amending Chapter 16, Article V, to Address a Recent Law Change Disallowing Security Funds from Dealers of Communications Services and to Make Other Minor Amendments

<b>Review and Approval:</b>	Vincent S. Long, County Administrator Herbert W.A. Thiele, County Attorney
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
<b>Lead Staff/ Project Team:</b>	Tony Park, Director of Public Works Charles Wu, County Engineer Jessica Ierman, Assistant County Attorney

### **Statement of Issue:**

This item seeks the Board's consideration of an ordinance amending Chapter 16, Article V, to address a recent law change disallowing security funds from dealers of communications services and to make other minor amendments.

### **Fiscal Impact:**

This item has no current fiscal impact; however, the County will no longer be able to require a security fund from dealers of communications services.

### **Staff Recommendation:**

Option #1: Conduct the first and only public hearing and adopt the proposed Ordinance amending Chapter 16, Article V, to address a recent law change disallowing security funds from dealers of communications services and to make other minor amendments (Attachment #1).

## **Report and Discussion**

### **Background:**

This item seeks the Board's consideration of an ordinance amending Chapter 16, Article V, to address a recent law change disallowing security funds from dealers of communications services and to make other minor amendments.

The Advanced Wireless Infrastructure Deployment Act (AWIDA) was approved by the 2017 Florida Legislature and grants wireless communications service providers and wireless infrastructure providers access to public rights-of-way (ROW) and utility poles owned by the County. In an effort to develop a regulatory framework for the deployment of wireless facilities in the County's ROW, County staff created an interdepartmental/intergovernmental workgroup identified as the Cell Tower Workgroup. Ultimately, on December 12, 2017, the Board adopted Ordinance No. 17-20 thereby imposing reasonable restrictions and conditions on communications facilities and utility poles within the ROW (Attachment #2). One such condition was the security fund.

Ordinance No. 17-20 requires applicants to file a security fund to be used as recovery for any fines that may be imposed for violations of the Ordinance and for damages or loss beyond the timeframe of construction, such as the cost to remove abandoned facilities. Applicants are required to file a \$10,000 security fund in the form of cash deposit or an irrevocable letter of credit. The Ordinance requires a security fund to be filed by all communication providers, including communications services providers and wireless infrastructure providers. The Cell Tower Workgroup deliberated with industry participants to identify an amount that would provide reasonable protection to the County without being cost prohibitive to providers.

Ordinance No. 17-20 also requires a performance bond in the amount of the estimated costs of the ROW restoration from each applicant upon applying for a permit. The performance bond is non-cancelable for 90 days and is required to ensure the timeliness and quality of construction, and restoration of the ROW. A performance bond is not required if the estimated cost of restoration is less than \$2,500 and the applicant has a fully replenished security fund with the County.

During the 2018 Legislative Session, the Legislature passed and the Governor approved CS/HB 7087. The bill amends Section 202.24, Florida Statutes, to preempt a local government from levying or collecting a security fund from dealers of communications services.

The proposed Ordinance (Attachment #1) amends Chapter 16, Article V to exempt dealers of communications services from the security fund requirement. The proposed Ordinance also makes minor amendments to extend the effectiveness of a permit, clarify that certain timeframes are based on a "complete" or "revised" application, and add a requirement that small wireless facility permit applications include an attestation that the proposed facility is to be located within the ROW.

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**Analysis:**

In 2000, the Florida Legislature enacted the Communications Services Tax Simplification Act. This Act, codified in Chapter 202, Florida Statutes, established a simplified tax structure designed to treat all communications services providers in a nondiscriminatory manner. The communications services tax (CST) is designed to provide the local government with compensation for the costs associated with the use of the ROW by communications services providers. Further, in 2001 the County adopted Resolution 01-14 thereby electing to increase the CST rate in lieu of collecting permit fees from providers of communications services.

CS/HB 7087 was adopted during the 2018 Legislative Session and becomes effective on July 1, 2018. The bill amends the Communications Services Tax Simplification Law. After the codification of CS/HB 7087, Section 202.24, Florida Statutes, will provide in pertinent part:

(1) The authority of a public body to require taxes, fees, charges, or other impositions from dealers of communications services for occupying its roads and rights-of-way is specifically preempted by the state because of unique circumstances applicable to communications services dealers.

\*\*\*

(2)(b) For purposes of this subsection, a tax, charge, fee, or other imposition includes any amount or in-kind payment of property or services which is required by ordinance or agreement to be paid or furnished to a public body by or through a dealer of communications services in its capacity as a dealer of communications services, regardless of whether such amount or in-kind payment of property or services is:

1. Designated as a sales tax, excise tax, subscriber charge, franchise fee, user fee, privilege fee, occupancy fee, rental fee, license fee, pole fee, tower fee, base-station fee, **security fund**, or other tax or fee;

\*\*\*

Overall, CS/HB 7087 preempted local governments from requiring a security fund from “dealers of communications services.” Chapter 202, Florida Statutes, defines “dealer” as “a person registered with the department as a provider of communications services in this state” F.S. §202.11(2). “Communications services” is also defined as “the transmission, conveyance, or routing of voice, data, audio, video, or any other information or signals, including video services, to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave, or other medium or method now in existence or hereafter devised, regardless of the protocol used for such transmission or conveyance. . . .” F.S. §202.11(1). Therefore, a “dealer of communications services” is a communications provider, as defined by Ordinance No. 17-20, that is subject to CST. A “dealer of communications services” does not include wireless infrastructure providers that are not registered with the State to provide communications services, and therefore, do not remit CST. A wireless infrastructure provider is defined as “a person who has been certified to provide telecommunication service in the state and who builds

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or installs wireless communication transmission equipment, wireless facilities, or wireless support structures but is not a wireless services provider” F.S. §337.401(7)(b)13.

In contrast to the Communications Services Tax Simplification Act, the AWIDA provides that “an authority may adopt by ordinance provisions for insurance coverage, indemnification, performance bonds, **security funds**, force majeure, abandonment, authority liability, or authority warranties. Such provisions must be reasonable and nondiscriminatory” F.S. §337.401(7)(d)12. Reading Section 202.24 and Section 337.401(7) together provides that a local government may not require a security fund from a “dealers of communications services” but may require a security fund from “wireless infrastructure providers” that do not remit CST.

The proposed Ordinance amends Section 16-114 to exempt “dealers of communications services” as defined in Chapter 202, Florida Statutes. The County will continue to require a security fund from wireless infrastructure providers that do not remit CST in Florida. The proposed Ordinance does not amend the performance bond requirements; a performance bond is required to be submitted by all communications services providers and wireless infrastructure providers.

The proposed Ordinance also adds a requirement that small wireless facility permit applications include an attestation that the proposed facility is to be located within the ROW. This requirement helps staff ensure that the proposed facility is being located within the ROW and not on private property. Additionally, the proposed Ordinance clarifies that certain deadlines are triggered by the submission of a *complete* application. These changes are consistent with the AWIDA. Finally, the proposed Ordinance increases the timeframe that a permit remains effective for communications facilities (non-small wireless communications facilities) and utility poles to remain effective from 60 days to 90 days. The effective timeframe for small wireless facilities remains unchanged; small wireless communications facilities permits remain effective for one year, as required under the AWIDA.

Overall, the proposed Ordinance amends Chapter 16, Article V, to remain consistent with State Law and makes other minor amendments. The proposed Ordinance was sent to the members of the Cell Tower Workgroup, including industry stakeholders. As of the drafting of this agenda item, staff has not received any negative feedback from the Cell Tower Workgroup.

This Public Hearing was noticed in the *Tallahassee Democrat* (Attachment #3).



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**Options:**

1. Conduct the first and only public hearing and adopt the proposed Ordinance amending Chapter 16, Article V, to address a recent law change disallowing security funds from dealers of communications services and to make other minor amendments (Attachment #1).
2. Conduct the first and only public hearing and do not adopt the proposed Ordinance amending Chapter 16, Article V, to address a recent law change disallowing security funds from dealers of communications services and to make other minor amendments.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Proposed Ordinance
2. December 12, 2017 Public Hearing Agenda Item
3. Notice of Public Hearing

**ORDINANCE NO. 2018- \_\_\_\_\_**

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING, CHAPTER 16 OF THE CODE OF LAWS ENTITLED "STREETS, ROADS AND PUBLIC WAYS"; AMENDING ARTICLE V OF CHAPTER 16 ENTITLED "COMMUNICATIONS FACILITIES AND UTILITY POLES WITHIN THE PUBLIC RIGHTS-OF-WAY"; AMENDING SECTION 16-113 ENTITLED "PERFORMANCE BOND"; AMENDING SECTION 16-114 ENTITLED "SECURITY FUND"; AMENDING SECTION 16-202 ENTITLED "AT-GRADE FACILITY, BELOW-GRADE FACILITY, WIRELINE FACILITY, AND UTILITY POLE PERMIT CONDITIONS"; AMENDING SECTION 16-302 ENTITLED "PERMIT REQUIREMENTS; APPLICATION; REVIEW TIMEFRAMES"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, this Ordinance promotes the public health, safety and general welfare by regulating the siting of communications facilities and utility poles within the public rights-of-way; and

WHEREAS, Section 337.401, *Florida Statutes*, addresses *inter alia*, the authority of local governments to regulate the placement and maintenance of communications facilities in the public rights-of-way; and

WHEREAS, Section 337.401(3)(g), *Florida Statutes*, provides that a local government may not use its authority over the placement of facilities in its rights-of-way as a basis for asserting or exercising regulatory control over a provider of communications services regarding matters within the exclusive jurisdiction of the Florida Public Service Commission or Federal Communications Commission, including, but not limited to, the operations, systems, qualifications, services, service quality, service territory, and prices of a provider of communications services; and

WHEREAS, Section 337.401(7)(d)(12), *Florida Statutes*, provides that a local government may adopt by ordinance provisions for placement of communications facilities in the rights-of-way for insurance coverage, indemnification, performance bonds, security funds, force majeure, abandonment, county liability, and county warranties provided such provisions are reasonable and nondiscriminatory; and

WHEREAS, on December 12, 2017, the Board of County Commissioners adopted Ordinance No. 2017-20, which created a new Article V of Chapter 16 of the Code of Laws of Leon County, entitled "Communications Facilities and Utility Poles within the Public Rights-of-Way"; and

WHEREAS, during the 2018 Legislative Session, the Legislature passed and the Governor approved CS/HB 7087 (Ch. 2018-118), amending Section 202.24, *Florida Statutes*, to preempt local governments from levying or collecting any security fund required by ordinance from dealers of communications services;

1  
2 WHEREAS, the County's rights-of-way are essential for the travel of persons and the  
3 transport of goods throughout the County and are a unique and physically limited resource requiring  
4 proper management by the County in order to ensure public safety, maximize efficiency, minimize  
5 costs to County taxpayers for the foregoing uses, reasonably balance the potential inconvenience to  
6 and negative effects upon the public from the placement and maintenance of communications  
7 facilities in the rights-of-way against the substantial benefits that accrue from such placement and  
8 maintenance, and promote the public health, safety and general welfare; and  
9

10 WHEREAS, adoption of the following Ordinance is necessary to satisfy the above objectives.  
11

12 NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY  
13 COMMISSIONERS OF LEON COUNTY, FLORIDA, that:  
14

15 **SECTION 1.** Section 16-113 of Chapter 16, Article V, Division 1 of the Code of Laws of Leon  
16 County, Florida, is hereby amended to read as follows:  
17

18 **Sec. 16-113. Performance Bond.**  
19

20 (a) Prior to issuance of any Permit in accordance with this Article, the Registrant shall be  
21 required to obtain, pay for, and file with the County a performance bond. The performance bond shall  
22 serve to guarantee proper performance under the requirements of this Article and the Permit, the  
23 timeliness and quality of the Construction and restoration of the County's Public Rights-of-way, and  
24 to secure, and enable the County to recover, all costs related to the restoration of the Public Rights-of-  
25 way in the event the Registrant fails to make such restoration to the County's satisfaction or causes  
26 damage to the Public Rights-of-way during Construction. The performance bond must name the  
27 County as Obligee and be conditioned upon the full and faithful compliance by the Registrant with all  
28 requirements, duties, and obligations imposed by the Permit and provisions of this Article during and  
29 through completion of the Placement or Maintenance project. The performance bond shall be in a  
30 form acceptable to the County and must be issued by a surety having an A.M. Best A-VII rating or  
31 better and duly authorized to do business in the State of Florida.  
32

- 33 (1) The performance bond shall be in the face amount of the total estimated costs of the  
34 restoration of the Public Rights-of-way. No performance bond is required if the  
35 estimated costs of the restoration of the Public Rights-of-way is less than two thousand  
36 five hundred dollars (\$2,500) provided the Registrant has a fully replenished security  
37 fund with the County, if required pursuant to Section 16-114.  
38

39 \*\*\*  
40

41 **SECTION 2.** Section 16-114 of Chapter 16, Article V, Division 1 of the Code of Laws of Leon  
42 County, Florida, is hereby amended to read as follows:  
43

44 **Sec. 16-114. Security Fund.**  
45

(a) Prior to occupying or using the Public Rights-of-way, the Registrant shall be required to file with the County a security fund in the form of cash deposit or irrevocable letter of credit in the sum of ten thousand dollars (\$10,000) conditioned on the full and faithful performance by the Registrant of all requirements, duties and obligations imposed upon the Registrant by the provisions of this Article, including requirements to restore the Public Rights-of-way, to remove any Abandoned Communications Facilities, and to avoid damage to other Utilities and facilities within the Public Rights-of-way. Any cash deposit shall be held in a separate, non-interest bearing account. The letter of credit shall be issued ~~by a financial institution with a location in Leon County and shall be~~ in a form and issued by a financial institution acceptable to the County. A security fund may be submitted to the County at the time of Registration.

(b) Prior to drawing from the security fund, the County shall notify the Registrant of the reason for such withdraw and provide the Registrant no less than thirty (30) days to make payment or to object to such withdraw. If the Registrant objects, the Registrant may appeal the County's notice of withdraw pursuant to Section 16-110.

(c) Should the County draw upon the security fund, it shall promptly notify Provider, and the Provider shall promptly restore the cash deposit or letter of credit to the full amount. The security fund shall be maintained until the later of: (a) the effective date of transfer, sale or assignment by the Provider of all of its Communications Facilities in the Public Rights-of-way; (b) twelve (12) months after the removal or Abandonment by the Provider of all of its Communications Facilities and/or Utility Poles in the Public Rights-of-way; or (c) six (6) months after the termination of Registration, including any appeals undertaken. Upon the later of these events the cash deposit will be returned without interest or the letter of credit may be canceled.

(d) In the event a Provider fails to perform any requirement, duty or obligation imposed upon it by the provisions of this Article, there shall be recoverable, jointly and severally from the security fund, any damages or loss suffered by the County as a result, including the full amount of any compensation, indemnification, or cost of removal, relocation or Abandonment of any Communications Facilities in the Public Rights-of-Way, plus reasonable attorneys' fees, up to the full amount of the security fund.

(e) This Section shall not apply to dealers of communications services, as defined in Chapter 202, Florida Statutes.

**SECTION 3.** Section 16-202 of Chapter 16, Article V, Division 2 of the Code of Laws of Leon County, Florida, is hereby amended to read as follows:

**Sec. 16-202. At-grade Facility, Below-grade Facility, Wireline Facility, and Utility Pole Permit Conditions.**

\*\*\*

(b) A Permit for a proposed At-grade Facility, Below-grade Facility, Wireline Facility, or Utility Pole shall remain effective for and Construction must be completed within ~~sixty (60)~~ninety (90) days. The County Engineer may extend the expiration date of the Permit for good cause.



\*\*\*

**SECTION 4.** Section 16-302 of Chapter 16, Article V, Division 3 of the Code of Laws of Leon County, Florida, is hereby amended to read as follows:

**Sec. 16-302. Permit Requirements; Application; Review Timeframes.**

\*\*\*

(d) *Permit Application.* As part of any Permit application to Place or Maintain a Small Wireless Facility or in the Public Rights-of-way, the Registrant shall provide a Permit application or Consolidated Permit Application that sets forth, at a minimum, the following:

- (1) *Engineering plan.* An engineering plan signed and sealed by a Florida licensed professional engineer, that includes:
  - a. The type of proposed Wireless Facility including the dimensions, volume, height, footprint, and stealth design and concealment features of the proposed Small Wireless Facility, and location of the proposed Small Wireless Facility, including whether the proposed Small Wireless Facility is proposed within a location subject to restrictions pursuant to Section 16-304(e)(1);
  - b. The type of structure intended to support the Small Wireless Facility, such as an Existing Structure, Repurposed Structure, or new Utility Pole intended to support the Collocation of the Small Wireless Facility, including supporting documentation that the structure can support the additional load of the proposed Small Wireless Facility, if applicable;
  - c. The distance of the proposed Small Wireless Facility, including ground-mounted equipment, and nearby pavement, sidewalks, driveways, ramps, trees, underground Utilities and other above-grade and below-grade structures and Utilities located nearby within the Public Rights-of-way;
  - d. The Global Positioning System (GPS) coordinates of the proposed Small Wireless Facility. The GPS coordinates shall be based on the reading from a handheld mobile GPS unit set to Datum NAD 83 or WGS84. GPS coordinates based on Google Earth or similar application may be used where areas of shading occur due to overhead canopy. GPS Coordinates shall be provided in decimal degrees at a six (6) decimal point precision;
  - e. Sufficient specificity demonstrating compliance with the Florida Building Code and other Applicable Codes, including but not limited to sight lines or clear zone standards and specifications for transportation, pedestrians, and public safety as provided in the Florida Department of Transportation Plans Preparation Manual, Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the Florida Greenbook), and the Florida Department of Transportation Design Standards, as amended, and the National Electric Safety Code;

- f. Trees and landscaping to be removed or impacted upon the Placement or Maintenance of the proposed Small Wireless Facility. The Placement or Maintenance of a Small Wireless Facility that results in the Tree Removal of a Protected Tree within the Canopy Road Tree Protection Zones shall provide additional information and documentation in accordance with Sections 10-4.206(b)(2) and 10-4.206(c)(1). The Placement or Maintenance of a Small Wireless Facility that results in the Tree Removal of a Protected Tree outside of the Canopy Road Tree Protection Zone shall provide additional information and documentation in accordance with Section 10-4.206(c)(1); and
- g. Attestation that the proposed Small Wireless Facility is to be located within the Public Rights-of-way, except that if the County Engineer reasonably disagrees the Applicant shall submit a survey.

\*\*\*

(e) *Application review timeframes.* An application for a Permit for a Small Wireless Facility, Repurposed Structure, and Utility Pole intended to support the Collocation of Small Wireless Facilities within the Public Rights-of-way shall be reviewed by the County as follows:

- (1) *Notice of application deficiency.* Within fourteen (14) days after the date of filing an application, unless the timeframe is mutually extended, for the Collocation of a Small Wireless Facility, Repurposed Structure, or Utility Pole intended to support the Collocation of Small Wireless Facilities the County Engineer shall determine whether the application is complete. If an application is deemed incomplete, the County Engineer shall notify the Applicant by electronic mail and specifically identify the missing information. An application shall be deemed complete if the County Engineer fails to notify the Applicant otherwise within fourteen (14) days after the date of filing the application.
- (2) *Request for alternative location.* Within fourteen (14) days after the date of filing the application for Collocation of a Small Wireless Facility, the County Engineer may request that the proposed location of the Small Wireless Facility be moved to another location and be placed on another Existing Structure or by placing a new Utility Pole intended to support the Collocation of Small Wireless Facilities. The County and Applicant may negotiate the alternative location, including objective design standards and reasonable spacing requirements for ground-mounted equipment for thirty (30) days after the County submits the request. The Applicant shall notify the County of its acceptance or rejection within this thirty (30) day negotiating period. If the Applicant accepts the alternative location, the application shall be deemed granted for the agreed-upon alternative location and all other locations in the application. If the requested alternative location is rejected by the Applicant, the County Engineer shall approve or deny the original application within ninety (90) days after the date the complete application was filed.
- (3) *Application review period.* Within sixty (60) days after the date of filing an complete application for the Collocation of a Small Wireless Facility, the County Engineer shall

1 approve or deny the application. If the County Engineer does not submit a request for  
2 an alternate location as provided in subsection (2), the County Engineer and the  
3 Applicant may mutually agree to extend the sixty (60) day application review period.  
4

- 5 (4) *Notice of denial; resubmission.* Should the application be denied, the County Engineer  
6 shall notify the Applicant by electronic mail on the day the application is denied and  
7 specify in writing the basis for denial, including the specific Code provisions on which  
8 the denial is based. The Applicant may cure the deficiencies identified by the County  
9 Engineer and resubmit the application within thirty (30) days after the notice of denial  
10 is sent. The County Engineer shall approve or deny the revised application within  
11 thirty (30) days after the date of filing the revised application. Any subsequent review  
12 shall be limited to the deficiencies cited in the notice of denial. A denial of a Permit  
13 may be appealed pursuant to Section 16-110.  
14

- 15 (5) *Consolidated Permit Applications.* The County may separately address each proposed  
16 Collocated Small Wireless Facility for which incomplete information has been  
17 received or which are denied.  
18

- 19 (6) *Deemed approved.* Prior to commencing Construction, a Person with a deemed  
20 approved Permit must be registered pursuant to Section 16-103, and must file a  
21 performance bond and security fund with the County pursuant to this Article.  
22

23 **SECTION 5. Severability.** If any provisions or portion of this Ordinance is declared by any court  
24 of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions  
25 and portions of this Ordinance shall remain in full force and effect.  
26

27 **SECTION 6. Conflicts.** All ordinances or parts of ordinances in conflict with the provisions of this  
28 ordinance are hereby repealed to the extent of such conflict, except to the extent of any conflicts with  
29 the Tallahassee-Leon County 2030 Comprehensive Plan as amended, which provisions shall prevail  
30 over any parts of this ordinance which are inconsistent, either in whole or in part, with the said  
31 Comprehensive Plan.  
32

33 **SECTION 7. Effective Date.** This ordinance shall be effective according to law.  
34

35 DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County,  
36 Florida, this \_\_\_\_ day of \_\_\_\_\_, 2018.  
37  
38

39 LEON COUNTY, FLORIDA  
40  
41

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

43 Nick Maddox, Chairman  
44 Board of County Commissioners  
45  
46

1 ATTESTED BY:

2 Gwendolyn Marshall, Clerk of Court

3 & Comptroller

4 Leon County, Florida

5  
6  
7 By: \_\_\_\_\_

8  
9  
10 APPROVED AS TO FORM:

11 Leon County Attorney's Office

12  
13  
14 By: \_\_\_\_\_

15 Herbert W. A. Thiele, Esq.

16 County Attorney

17  
18 A16-0644



# Leon County Board of County Commissioners

## Agenda Item #20

December 12, 2017

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

**From:** Vincent S. Long, County Administrator  
Herbert W.A. Thiele, County Attorney

**Title:** First and Only Public Hearing to Consider an Ordinance Amending Chapter 16 to Implement a Regulatory Framework for Communications Facilities, including Wireless Facilities, and Utility Poles in the County's Rights-of-Way

<b>Review and Approval:</b>	Vincent S. Long, County Administrator Herbert W.A. Thiele, County Attorney
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
<b>Lead Staff/ Project Team:</b>	Tony Park, Director of Public Works Charles Wu, County Engineer Jessica Icerman, Assistant County Attorney Nicki Paden, Management Analyst

### **Statement of Issue:**

This agenda item requests the Board conduct the first and only Public Hearing and to adopt the proposed Ordinance amending Chapter 16 of the County's Code, "Streets, Roads, and Public Ways," to implement a regulatory framework for communications facilities, including wireless facilities, and utility poles within the County's rights-of-way.

### **Fiscal Impact:**

This item has a fiscal impact to the County. The County is pre-empted under State law from charging a fee for the significant staff time to review these new permits. In addition, State law prescribes specific timeframes for the permits to be reviewed. State law allows communications providers to utilize County-owned poles for the placement of devices and allows the County to charge a maximum rate of \$150 per year for each pole utilized.

### **Staff Recommendation:**

Option #1: Conduct the first and only Public Hearing and adopt the proposed Ordinance amending Chapter 16 of the Code of Laws of Leon County, to implement a regulatory framework for communications Facilities, including wireless facilities, and utility poles, in the County's rights-of-way (Attachment #1).

Title: First and Only Public Hearing to Consider an Ordinance Amending Chapter 16 to Implement a Regulatory Framework for Communications Facilities, including Wireless Facilities, and Utility Poles in the County's Rights-of-Way  
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## **Report and Discussion**

### **Background:**

On October 10, 2017, the Board held a public hearing on an ordinance amending Chapter 16 to implement a regulatory framework for communications facilities and utility poles within the rights-of-way ("ROW"). Following comments received from various members of the communications industry, the Board voted to not adopt the proposed ordinance and directed staff to continue to work with the industry on the ordinance. At that time, the Board also voted to extend the moratorium establishing a temporary cessation for the placement, construction or installation of wireless facilities in the ROW an additional 120 days (Attachment #2). The moratorium is set to expire on February 8, 2018.

Staff met with the industry on October 27, 2017, to discuss the issues raised during the Board's October 10th Public Hearing. After the meeting, staff made revisions to the proposed Ordinance and provided the industry with an opportunity to comment on the proposed revisions. As a result, the proposed Ordinance has been amended since the Board's October 10th Public Hearing. A discussion of the changes made can be found below.

The proposed Ordinance is one of the first in the State to implement the Advanced Wireless Infrastructure Deployment Act ("AWIDA") and is expected to be a model for other local governments.

### **Analysis:**

The AWIDA, approved by the 2017 Florida Legislature, grants wireless communications service providers and wireless infrastructure providers access to public ROW and utility poles owned by the County (Attachment #3). The AWIDA pre-empts the County from imposing certain regulations. Staff believes the proposed Ordinance complies with the AWIDA while also imposing reasonable location context, color, stealth, and concealment requirements.

Prior to and during the drafting of the proposed Ordinance, County staff created an interdepartmental/intergovernmental workgroup identified as the Cell Tower Workgroup. The Cell Tower Workgroup convened regularly from January to August 2017, and included staff from the County Attorney's Office, County Administration, Public Works, Development Support and Environmental Management, Talquin Electric Cooperative, City of Tallahassee ("COT") City Attorney's Office, COT Real Estate, COT Traffic Engineering and COT Electric. In addition, the Workgroup invited at-grade, below-grade, wireline, and wireless communication industry representatives to several meetings to provide comments, suggestions, and revisions regarding the proposed Ordinance. Industry participants included Ansco & Associates, AT&T, CenturyLink, Comcast, Crown Castle, Electronet, Mobilitie, Uniti Fiber, and Verizon. As a result of the cooperation between the County, City, and industry, the proposed Ordinance is a balance of the needs of the industry as well as the needs of the community, to the extent permitted by law.

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The City also has a proposed Ordinance regulating communications facilities that is anticipated to go before the City Commissioners for consideration at a public hearing in January or February 2018. The City's proposed Ordinance is structured and organized differently than the County's proposed Ordinance and outlines a different appeal process. However, overall, the City's proposed Ordinance does not significantly vary from the County's Ordinance.

The County's proposed Ordinance amends Chapter 16 of the County's Code, "Streets, Roads, and Public Ways" to create a regulatory framework for the deployment of communications facilities and utility poles within the County's ROW. The proposed Ordinance was reviewed by an outside legal counsel to ensure legality and compliance with the AWIDA.

The proposed Ordinance was amended after the Board's October 10th public hearing to accommodate some concerns raised by the industry. Specifically, revisions include:

- Adding an intent and purpose section to Article IV, Section 16-80;
- Adding an applicability section to Section 16-100, Article V;
- Defining "Provider" to mean a Communications Services Provider, Wireless Infrastructure Provider, or Pass-through Provider, and changing terms within the Ordinance to use the term "Provider" throughout;
- Eliminating a one year registration restriction for a registrant that had their registration involuntarily terminated;
- Adding a requirement that new utility poles provide GPS coordinates at the time of the permit application;
- Eliminating a section on fines and instead direct all code violations to the Code Enforcement Board;
- Revising the performance bond to match wireless facility requirements with wireline facility requirements and allow for an optional blanket performance bond of no less than \$50,000;
- Providing a notification and appeal process prior to the County withdrawing funds from the security fund; and
- Revising the slim design (stealth design option) to allow for top-mounted antennas to exceed the supporting pole diameter by 6 inches.

The following sections provide an overview of each division of the revised and final proposed Ordinance.

**Article IV: Utility Placement within the Public Rights-of-way**

Article IV is an existing section in Chapter 16 of the Leon County Code of Laws. A new section was added to clarify that Article IV is applicable to all utilities other than communications facilities. The law remains unchanged for ROW use of utilities, such as water, sewer, gas, and electric.

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Implement a Regulatory Framework for Communications Facilities, including Wireless  
Facilities, and Utility Poles in the County's Rights-of-Way

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**Article V: Communications Facilities and Utility Poles within the Public Rights-of-way**

Article V is an entirely new article and applies to all communications facilities located within the County's ROW. The ROW is a physically limited resource and is critical to the travel and transport of persons and property. Additionally, it is crucial that the ROW is maintained such that travel is permitted in a safe and efficient manner. Article V seeks to regulate the ROW for use by communications facilities to ensure public safety, minimal inconvenience to the public, coordination of users, maximization of available space, reduction of maintenance costs and to facilitate entry of an optimal number of users.

*Division 1: In General*

Registration and Permit Conditions

Prior to becoming eligible to apply for a permit to place or maintain a communication structure in the County's ROW, all communications services providers, wireless infrastructure providers and pass-through providers (collectively referred to as "Providers") must register with the County. Registration requirements include the contact information, proof of insurance, and a copy of a certificate of authorization or public convenience and necessity provided by a state or federal authority. Upon registering and receiving a permit, the proposed Ordinance requires compliance with general conditions such as: ensuring the restoration of the ROW following the completion of construction; maintenance of equipment in accordance with industry standards; a right of inspection; and the immediate correction of harmful conditions. Upon failure to comply with the provisions provided in proposed Ordinance, the applicant risks the loss of the performance bond and/or security fund, and the suspension or termination of their registration or permit.

Performance Bond and Security Fund

The proposed Ordinance requires a performance bond in the face amount of the estimated costs of the ROW restoration from each applicant upon applying for a permit. The performance bond is non-cancelable for 90 days and is required to ensure the timeliness and quality of construction, and restoration of the ROW. A performance bond is not required if the estimated cost of restoration is less than \$2,500 and the applicant has a fully replenished security fund with the County.

Additionally, the proposed Ordinance requires applicants to file a security fund to be used as recovery for any fines that may be imposed by the Code Enforcement Board for violations of the proposed Ordinance and for damages or loss beyond the timeframe of construction, such as the cost to remove abandoned facilities. Applicants will be required to file a \$10,000 security fund in the form of cash deposit or an irrevocable letter of credit. To maintain compliance with the AWIDA and to prevent claims of discrimination, the proposed Ordinance requires a security fund to be filed by all communication providers, including those that already provide services in the County. The Workgroup deliberated with industry participants to identify an amount that would provide reasonable protection to the County without being cost prohibitive to Providers.



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Appeal process

In the event that an applicant is not satisfied with a decision made by the County Engineer, applicants may file a Petition within 30 days of receiving the final written decision. The Petition is referred to a special master or administrative law judge to hold a hearing and enter a recommended order approving, approving with conditions, or denying the decision that is subject to appeal. The recommended order is then presented to the Board at a public hearing to hear arguments by the parties, receive public comment, and to consider the recommended order.

The proposed Ordinance permits the County to contract with a special master or the Florida Division of Administrative Hearings (DOAH) for the assignment of an administrative law judge to conduct proceedings. The County currently maintains a contract with DOAH for appeals of development orders which will be expanded to include appeals in this section should the Board adopt the proposed Ordinance. The Board is bound to the findings of fact in the recommended order unless the Board determines that the facts are not supported by competent substantial evidence. The Board may modify the conclusions of law in the recommended order if it finds the application of law was erroneous. The Board enters a final order, with the final order being appealable to the circuit court by writ of certiorari.

*Division 2: At-grade, Below-grade, and Wireline Communication Facilities and Utility Pole Standards*

Permit Application Requirements and Review

The proposed Ordinance regulations all types of communications facilities within the ROW, including at-grade, below-grade and wireline communications facilities. Additionally, the AWIDA requires regulations for new utility poles supporting the collocation of small wireless facilities to be the same as regulations for all other types of utility poles. Therefore, the proposed Ordinance also regulates the placement of all types of utility poles within the ROW, including the placement of electric distribution poles placed by the City, Talquin Electric Cooperative, or Duke Electric. To ensure compliance with the proposed Ordinance, the County requires the following to be included in permit applications (if applicable):

- Engineering plan which includes:
  - Type of proposed facility, location, dimensions, height, footprint, stealth design and concealment features of the proposed facility;
  - Distances between the proposed facility or utility pole and nearby pavement, sidewalks, driveways, ramps, trees, underground utilities, and other above-grade and below-grade structures located within the County's ROW;
  - Sufficient specificity demonstrating compliance with the Florida Building Code the Florida Department of Transportation's Manual of Minimum Standards and, the Utility Accommodation Guide, and the National Electric Safety Code, as amended and as applicable;
  - The GPS coordinates of the proposed utility pole;

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- An attestation that the proposed facility or utility pole is to be located within the ROW; and
  - Trees or landscaping to be removed or impacted upon the placement or maintenance of the proposed facility or utility pole.
- Description of installation or construction;
- Temporary sidewalk closure plan;
- Temporary maintenance of traffic plan;
- Restoration plan and cost of restoration of the ROW;
- Timetable for construction or installation;
- Indemnification;
- For new utility poles intended to support the collocation of small wireless facilities, an attestation that a wireless facility will be collocated on the proposed utility pole within nine months after the application is approved; and
- For new utility poles intended to support the collocation of small wireless facilities, information regarding the height of other utility poles located within 500 feet of the proposed location in the ROW; and
- Additional information as reasonably required to demonstrate compliance with law.

Within sixty days after the date of filing, the County Engineer must approve or deny the application. Upon receiving permit applications for at-grade, below-grade, and wireline facilities and utility poles, the County Engineer will have 30 days to provide the applicant a notice of deficiency by electronic mail and identify the missing information.

If an application is denied, the County Engineer must notify the applicant by electronic mail identifying the basis for denial. Upon receiving the notice of denial, the applicant will have 30 days to resubmit a revised application and the County Engineer will have 30 days within filing to approve or deny the revised submission.

The AWIDA requires new utility poles intended to support the collocation of small wireless facilities to follow the same timeframe as mandated for the review of small wireless facilities, which is a stricter application review timeframe.

#### Design/Height

As prescribed by the AWIDA and provided for in the proposed Ordinance, the height of utility poles intended to support the collocation of small wireless facilities are restricted to the tallest existing utility pole as of July 1, 2017, located in the ROW within 500 feet of the proposed deployment. If no utility pole exists within that scope, the structure shall not be higher than 50 feet. Additionally, the County may not create a minimum distance requirement between poles supporting small wireless facilities.

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The proposed Ordinance requires utility poles deployed in the ROW to be made of substantially the same material, color, design and diameter of existing utility poles in the same ROW. Applicants may apply for a waiver to this requirement; however, utility poles made of steel, concrete, or fiberglass and black or gray in color will not require a waiver.

#### Concealment

The proposed Ordinance prohibits signage and lighting on communications facilities, unless otherwise required by law or permitted by the County. Further, at-grade facilities must be located in an area with existing foliage or must be designed to appear similar to other at-grade facilities within the same ROW or must utilize a wrap. In some cases, the installation of new poles may provide an opportunity for the County to install street lighting with the consent of the applicant.

#### Location Context

The proposed Ordinance requires at-grade, below-grade, and wireline facilities and utility poles to be placed in safe locations that do not interfere with traveling public while imposing objective design standards with an intent of maximizing aesthetic compatibility with surrounding neighborhoods. The proposed Ordinance requires these facilities to be placed at the farthest distance practicable from the edge of pavement unless there is a designated corridor within the ROW for such a facility. Utility Poles may not be placed in areas that will significantly impair views from principal structures. Utility poles are strongly encouraged to be placed equidistant between existing utility poles and at the common property line on residential blocks.

If the placement of a facility or utility pole results in tree removal, as defined by the Environmental Management Act ("EMA"), then the applicant must submit additional information with the permit application so the County Engineer or Development Review Committee ("DRC") may consider whether the tree may be removed. Specifically, the applicant must provide additional information and documentation in accordance with Sections 10-4.206(b)(2) and 10-4.206(c)(1) if the tree removal is within a Canopy Roads Protection Zone ("CRPZ") or Section 10-4.206(c)(1) if the tree removal is not within a CRPZ.

The tree removal will be reviewed when a ROW permit is submitted to Leon County Public Works. A separate Environmental Management Permit is not required. An applicant must comply with Section 10-4.364 for any tree removals outside of a CRPZ. Section 10-4.364 requires applicants to meet certain conditions for the removal of protected trees. Additionally, the applicant must develop a mitigation plan. The proposed Ordinance provides the County Engineer with the ability to review, approve, or deny the proposed tree removal through the issuance of the ROW permit.

Similarly, all tree removals within the CRPZ are required to comply with the conditions outlined in Section 10-4.206(b)(5) and to create a mitigation plan in accordance with Section 10-4.364. Pursuant to the EMA, the DRC shall review the tree removal and mitigation plan for tree removals within the CRPZ. Although the Canopy Roads Citizens Committee is not involved in the review of applications for permits related to infrastructure and utility projects, staff intends to

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keep the Committee apprised of the activities occurring within the CPRZ. Staff met with the Canopy Roads Citizens Committee on November 15, 2017, to discuss the proposed Ordinance and its potential impacts on the CRPZ.

Overall, the proposed Ordinance requires tree removals within the ROW to comply with the EMA.

Permit Conditions

Proposed at-grade, below-grade, wireline and utility pole placement will be reviewed by the County Engineer in consideration of the following standards and minimum requirements:

- Sufficiency of space to accommodate present and pending application for use of the ROW;
- Sufficiency of space to accommodate the need for projected public improvements;
- Impact on traffic and pedestrian safety; and
- Compliance with applicable laws, including the EMA and the design/height, concealment, and location context requirements.

*Division 3: Wireless Facilities Standards*

Permit Application Requirements and Review

Division 3 of the proposed Ordinance applies to wireless facilities proposed to be located within the County's ROW. Only small wireless facilities and micro wireless facilities may be placed within the ROW. Towers, as opposed to utility poles, are not permitted within the ROW.

Prior to deploying a wireless facility in the ROW, an applicant must submit a permit application unless an exemption applies. Staff anticipates a high level of permit applications immediately following the adoption of an ordinance.

All permit applications must include the following (if applicable):

- Engineering plan that is signed and sealed by a Florida licensed professional engineer, including:
  - The type, dimensions, volume, height, footprint, stealth design and concealment features and location of the proposed wireless facility;
  - The type of existing structure, repurposed structure or utility pole intended to support the collocation of a small wireless facility and documentation showing the structure can support the additional load;
  - The distance of the proposed Small Wireless Facility, including ground-mounted equipment, and nearby pavement, sidewalks, driveways, ramps, trees, underground utilities and other above-grade and below-grade structures and utilities;
  - The GPS coordinates of the proposed small wireless facility;



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- Sufficient specificity demonstrating compliance with the Florida Building Code and other applicable codes, including but not limited to the National Electric Safety Code; and
  - Trees and landscaping proposed to be removed or impacted by the placement of the small wireless facility.
- Description of installation or construction;
- Pole Attachment Agreement (for collocation on private utility poles);
- Description of stealth design;
- Temporary sidewalk closure plan;
- Maintenance of traffic plan;
- Restoration plan and cost of restoration of the public ROW;
- Timetable for construction or installation; and
- Indemnification.

As provided by the AWIDA, the County Engineer will be subject to strict application review timeframes. Applicants will also be able to submit a consolidated permit application to receive a single permit for the collocation of up to 30 wireless facilities at one time and under the same strict application review timeframes. The anticipated volume of applications will require significant staff time to review permits, conduct site visits, and input data for the tracking of these facilities, all within the State-mandated truncated timeframe.

Specifically, the County Engineer must provide a notice of application deficiency within 14 days of the application date or the application will be deemed complete. Similarly, the County has 14 days to propose an alternative location for the proposed wireless facility. Should the County proposed an alternate location, the AWIDA provides that the County and provider may negotiate for no more than 30 days on the location and other standards. If the proposed alternate location is rejected by the applicant, the County has 90 days from the date of the application to grant or deny the permit. If the proposed alternate location is accepted by the applicant or if the negotiation period is not utilized by the County, the County Engineer has 60 days to approve or deny an application or the application will be deemed approved. If the negotiation period is not utilized, this 60 day window may be mutually extended. Should the County Engineer deny a permit, the applicant has 30 days to resubmit a revised permit application. The County Engineer then has 30 days to review the revised application but is limited in scope of review to only those reasons for which the denial was based.

When reviewing consolidated applications, the County may separately deny or identify missing information for each individual collocation included in the application.

#### Design

The proposed Ordinance provides three options of stealth design, by order of preference. If an applicant is not able to utilize any of the proposed stealth design options, the applicant must

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obtain a waiver. Preferred stealth design option 1 requires all wires, cables, and equipment to be placed within the utility pole or covered with a shroud or conduit that is similar to the color of the utility pole and the use of a slim design limiting the exterior dimensions for small wireless facilities. Preferred stealth design option 2 requires all wires, cables, and equipment to be placed within the utility pole or covered with a shroud or conduit that is similar to the color of the utility pole and the use of a street light fixture to camouflage the small wireless facility. Preferred stealth design option 3 requires all wires, cables, and equipment to be placed within the utility pole or covered with a shroud or conduit that is similar to the color of the utility pole and the use of a decorative wrap pre-approved by the County.

#### Concealment

The proposed Ordinance prohibits signage and lighting on communications facilities, unless otherwise required by law or permitted by the County. Further, ground-mounted equipment associated with a small wireless facility must be located in an area with existing foliage or must be designed to appear similar to other at-grade facilities within the same County ROW or may use a wrap. Further, all ground-mounted equipment must be located within a 10 foot radius of the supporting structure for the small wireless facility.

#### Height

A small wireless facility, including any attached antennas, may not exceed 10 feet above the supporting structure upon which the Small Wireless Facility is collocated.

#### Location Context

A small wireless facility is prohibited to be placed in a location subject to homeowners' association restrictions unless said restrictions permit the facility. Further, small wireless facilities must comply with nondiscriminatory undergrounding requirements that prohibit aboveground structures within the ROW. In accordance with AWIDA, small wireless facilities must be allowed to collocate on poles located on canopy roads since regulations relating to communication service providers must be generally nondiscriminatory and competitively neutral. Additionally, local regulations may not prohibit or have the effect of prohibiting communications services. As a result of these restrictions on what and how a local government may regulate, the County cannot enact a blanket prohibition on communications facilities, specifically small wireless facilities, from the CRPZ. Any attempted blanket prohibition of communications facilities on canopy roads would likely lead to litigation with the industry.

If the placement of a facility or utility pole results in tree removal, as defined by the Environmental Management Act ("EMA"), then the applicant must submit additional information with the permit application so the County Engineer or Development Review Committee ("DRC") may consider whether the tree may be removed. Specifically, the applicant must provide additional information and documentation in accordance with Sections 10-4.206(b)(2) and 10-4.206(c)(1) if the tree removal is within a CRPZ or Section 10-4.206(c)(1) if the tree removal is not within a CRPZ.

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The tree removal will be reviewed when a ROW permit is submitted to Leon County Public Works. A separate Environmental Management Permit is not required. An applicant must comply with Section 10-4.364 for any tree removals outside of a CRPZ. Section 10-4.364 requires applicants to meet certain conditions for the removal of protected trees. Additionally, the applicant must develop a mitigation plan. The proposed Ordinance provides the County Engineer with the ability to review, approve, or deny the proposed tree removal through the issuance of the ROW permit.

Similarly, all tree removals within the CRPZ are required to comply with the conditions outlined in Section 10-4.206(b)(5) and to create a mitigation plan in accordance with Section 10-4.364. Pursuant to the EMA, the DRC shall review the tree removal and mitigation plan for tree removals within the CRPZ. Although the Canopy Roads Citizens Committee is not involved in the review of applications for permits related to infrastructure and utility projects, staff intends to keep the Committee apprised of the activities occurring within the CRPZ. Staff met with the Canopy Roads Citizens Committee on November 15, 2017, to discuss the proposed Ordinance and its potential impacts on the CRPZ.

Overall, the proposed Ordinance requires tree removals within the ROW to comply with the EMA.

#### Collocation

Applicants may request to collocate wireless facility equipment on a County owned pole in the ROW. Upon permit approval, applicants will be charged \$150 per pole annually which will be due and payable on April 1 each year.

#### Permit Conditions

Pursuant to the AWIDA, the County Engineer may only deny a proposed collocation of a small wireless facility in the ROW if the proposed Collocation:

- Materially interferes with the safe operation of traffic control equipment;
- Materially interferes with sight lines or clear zone standards and specifications for transportation, pedestrians, or public safety purposes;
- Materially interferes with compliance with the Americans with Disabilities Act;
- Materially fails to comply with the 2010 edition of the Florida Department of Transportation Utility Accommodation Manual; or
- Fails to comply with the Code.

#### **Conclusion**

The proposed Ordinance is the result of the cooperation of County and City staff and members of the industry. The proposed Ordinance balances the needs of the industry with the needs of the community, to the extent permitted by law.

Title: First and Only Public Hearing to Consider an Ordinance Amending Chapter 16 to Implement a Regulatory Framework for Communications Facilities, including Wireless Facilities, and Utility Poles in the County's Rights-of-Way

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The Notice of Public Hearing was timely published in accordance with Sections 125.66 and 337.401, Florida Statutes (Attachment #4).

**Options:**

1. Conduct the first and only Public Hearing and adopt the proposed Ordinance amending Chapter 16 of the Code of Laws of Leon County, to implement a regulatory framework for communications facilities, including wireless facilities, and utility poles, in the County's rights-of-way (Attachment #1).
2. Conduct the first and only Public Hearing and do not adopt the proposed Ordinance amending Chapter 16 of the Code of Laws of Leon County, to implement a regulatory framework for communications facilities, including wireless facilities, and utility poles, in the County's rights-of-way.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Proposed Ordinance
2. Resolution 17-24
3. Advanced Wireless Infrastructure Deployment Act, Chapter No. 2017-136
4. Legal advertisement



## **NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, June 19, 2018, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider adoption of an ordinance entitled to wit:

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING, CHAPTER 16 OF THE CODE OF LAWS ENTITLED "STREETS, ROADS AND PUBLIC WAYS"; AMENDING ARTICLE V OF CHAPTER 16 ENTITLED "COMMUNICATIONS FACILITIES AND UTILITY POLES WITHIN THE PUBLIC RIGHTS-OF-WAY"; AMENDING SECTION 16-113 ENTITLED "PERFORMANCE BOND"; AMENDING SECTION 16-114 ENTITLED "SECURITY FUND"; AMENDING SECTION 16-202 ENTITLED "AT-GRADE FACILITY, BELOW-GRADE FACILITY, WIRELINE FACILITY, AND UTILITY POLE PERMIT CONDITIONS"; AMENDING SECTION 16-302 ENTITLED "PERMIT REQUIREMENTS; APPLICATION; REVIEW TIMEFRAMES"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

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 said ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse  
301 S. Monroe St., 5th Floor Reception Desk  
Tallahassee, FL 32301

and

Leon County Clerk's Office  
315 S. Calhoun Street, Room 750  
Tallahassee, Florida 32301

Advertise: June 8, 2018

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #23**

# Leon County Board of County Commissioners

## Agenda Item #23

June 19, 2018

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

**From:** Vincent S. Long, County Administrator  
Herbert W.A. Thiele, County Attorney

**Title:** First and Only Public Hearing to Consider a Proposed Resolution Adopting Inventory List of County-Owned Properties Appropriate for Affordable Housing

<b>Review and Approval:</b>	Vincent S. Long, County Administrator Herbert W.A. Thiele, County Attorney
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Scott Ross, Director, Office of Financial Stewardship
<b>Lead Staff/ Project Team:</b>	Dan Rigo, Assistant County Attorney Michael Battle, Real Estate Specialist Shington Lamy, Director, Office of Human Services and Community Partnerships

### **Statement of Issue:**

As required by Florida Statutes, this Public Hearing considers a proposed resolution adopting a list of County-owned properties deemed appropriate for affordable housing.

### **Fiscal Impact:**

This item has no fiscal impact to the County

### **Staff Recommendation:**

Option #1: Conduct the first and only public hearing and adopt the Resolution Adopting Inventory List of County Property Appropriate for Use as Affordable Housing (Attachment #1).

## **Report and Discussion**

### **Background:**

Section 125.379, Florida Statutes, requires Florida counties to prepare an inventory, no less than every three years, of county-owned real property within its jurisdiction that is appropriate for use as affordable housing and, following a public hearing, to adopt a Resolution that includes an inventory list of such properties. The Board most recently adopted its inventory list of affordable housing parcels with the adoption of Resolution R16-09 at a public hearing on June 14, 2016. At that time the Board added 23 parcels to the Affordable Housing Inventory List bringing the total inventory to 32 parcels.

### **Analysis:**

The Board's Real Estate Policy adopts the Section 125.379 statutory requirement by directing the County's Real Estate staff to present the list of the County's affordable housing parcels to the Board for review at a public hearing no less frequently than every three years. Upon the Board's adoption of the Resolution containing the inventory list of affordable housing parcels, the Real Estate Policy provides a streamlined process for the sale of those parcels in accordance with the statutory guidelines. Currently, there are 26 housing parcels on the adopted affordable housing list.

Without further Board action, the County Administrator may direct the Real Estate staff to proceed with the private sale or lease of any such affordable housing parcel, requiring no published notice calling for bid. The sale or lease is subject to the Real Estate Policy's appraisal report requirements and the County Administrator's scope of authority. In addition, pursuant to Section 125.379(2), such sale or lease is subject to the following limitations:

- The proceeds must be used to purchase real estate for the development of affordable housing or to increase the County's fund earmarked for affordable housing;
- It may proceed with a restriction that requires the development of such affordable housing parcel as permanent affordable housing;
- It may proceed as a donation of such affordable housing parcel to a nonprofit housing organization for the construction of permanent affordable housing; or
- Alternatively, the affordable housing parcel may be made available by the County for use in the production and preservation of permanent affordable housing, including, but not limited to, the lease of such affordable housing parcel pursuant to any of the County's affordable housing programs.

The Real Estate Policy further provides that the Housing Finance Authority of Leon County (HFA) has the right of first refusal to cooperate with the County in the sale or lease of the County's affordable housing parcels by contributing to the County's costs associated with preparing the affordable housing parcels for sale or lease. In exchange, the net sale proceeds remaining after deducting the County's direct costs are paid to the HFA for affordable housing programs and services. Since the last adoption of the list, the County has partnered with the



HFA to sell six of its affordable housing parcels for \$88,900. The HFA has used the net proceeds to fund County home rehabilitation projects and events such as the Leon County Home Expo.

The combined lists of the current 26 affordable housing parcels and the 30 new affordable housing parcels and related location maps for these County-owned properties recommended for adoption as affordable housing parcels have been attached to the proposed Resolution (Attachment #1). This brings the total housing parcels dedicated to affordable housing to 56.

The Board's adoption of the Resolution, in conjunction with the new Real Estate Policy, will help promote the County's affordable housing programs by streamlining the process by which these affordable housing parcels will make their way back to the market and on to the tax rolls. In addition, it will encourage the HFA's affordable housing programs by offering the opportunity to cooperate with the County in selling and leasing these affordable housing parcels.

The notice of this public hearing has been appropriately advertised, and a copy of the advertisement request for notice of publication is attached (Attachment #2).

**Options:**

1. Conduct the first and only public hearing and adopt the Resolution Adopting Inventory List of County Property Appropriate for Use as Affordable Housing (Attachment #1).
2. Do not adopt the Resolution Adopting Inventory List of County Property Appropriate for Use as Affordable Housing.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Resolution Adopting Inventory List of County Property Appropriate for Use as Affordable Housing
2. Notice of Public Hearing

**RESOLUTION: 18-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA ADOPTING INVENTORY LIST OF COUNTY PROPERTY APPROPRIATE FOR USE AS AFFORDABLE HOUSING PURSUANT TO FLA. STAT. §125.379**

WHEREAS, pursuant to Section 125.379, Florida Statutes, the County must prepare an inventory list no less frequently than every three years of all its real property owned in fee simple that is appropriate for use as affordable housing, including the address and legal description of each such property and whether it is vacant or improved ; and

WHEREAS, the Leon County Board of County Commissioners (the “Board”) must review such inventory list at a public hearing and may revise it at the conclusion of the public hearing; and

WHEREAS, the Board most recently held such a public hearing on June 14, 2016, after which it adopted Resolution R16-09 which attached a list of 32 properties deemed to be appropriate for use as affordable housing (“Affordable Housing Parcels”), six of which have since been disposed of by sale or donation to benefit the County’s affordable housing activities consistent with the statutory requirements and guidelines; and

WHEREAS, the remaining 26 Affordable Housing Parcels from the June 2016 inventory list, along with location maps, are shown in Exhibit “A” attached hereto; and

WHEREAS, an inventory list of 30 additional properties, as shown in Exhibit “B” attached hereto, which have since been added to the County’s inventory and were reviewed and determined to be Affordable Housing Parcels, has been prepared for presentation to the Board for its review at a public hearing at the regularly scheduled Board meeting on June 19, 2018; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, assembled in regular session this 19th day of June, 2018, that, pursuant to Section 125.379, Florida Statutes, the Board having reviewed at a public hearing the inventory lists attached

hereto as Exhibit “A” and Exhibit “B” ( collectively the “Affordable Housing Property List”), which includes all County properties owned in fee simple that have been reviewed and determined to be Affordable Housing Parcels, and the Board having considered any and all comments of those in attendance at such public hearing and having made such revisions as deemed appropriate, the Board hereby adopts the Affordable Housing Property List and hereby directs that the properties on such list be disposed of in accordance with Section 125.379, Florida Statutes.

Passed and adopted on this 19th day of June, 2018.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Nick Maddox, Chairman  
Board of County Commissioners

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

BY: \_\_\_\_\_

APPROVED AS TO FORM:  
Leon County Attorney’s Office

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

# Exhibit "A"

## Current Affordable Housing Parcels Remaining from Approved List of June 2016

Parcel	Location	Parcel ID	Legal Description	Notes
1	1905 Rhodes Cemetery Road	3308200030000	8 2S 1E 4.34 A IN SE 1/4 OF NE 1/4 OR 882/60 1490/1230	Escheated to County due too delinquent taxes; 0000 - VACANT RESIDENTIAL; Zoned: R-Rural
2	SPRINGHAWK LOOP	470214 A0020	SPRINGHILL ACRES UNREC 2 2S 2W .55 AC LOT 2 BLOCK A OR 1428/1672	Escheated to County due too delinquent Taxes; 0000 - VACANT RESIDENTIAL; Zoned MULTIP MULTIPLE ZONING DESIGNATIONS
3	4037 BISHOP RD	412305 A0110	CROWN RIDGE ESTATES UNREC UNIT I 23 1S 1W LOT 11 BLOCK A OR 1514/1751	Escheated to County due too delinquent Taxes; 0000 - VACANT RESIDENTIAL; Zoned RP - Residential Preservation
4	4043 BUSTER RD	4123060000110	CROWN RIDGE ESTATES UNREC UNIT III 23 1S 1W LOT 11 OR 1118/346 1701/228 #94-9PR	Escheated to County due too delinquent Taxes; 0000 - VACANT RESIDENTIAL; Zoned RP - Residential Preservation
5	4033 BISHOP RD	412305 A0120	CROWN RIDGE ESTATES UNREC UNIT I 23 1S 1W LOT 12 BLOCK A OR 1067/1078 1485/1401 1530/2275	Escheated to County due too delinquent Taxes; 0000 - VACANT RESIDENTIAL; Zoned RP - Residential Preservation
6	2997 LILLY RD	4123060000190	CROWN RIDGE ESTATES UNREC UNIT III 23 1S 1W LOT 19 OR 1112/1857 1861 OR 1241/720 722 OR 1613/2230 2043/2199	Escheated to County due to delinquent taxes; 0000 - VACANT RESIDENTIAL; Zoned RP - Residential Preservation; unauthorized residential activity reported by Code Enforcement
7	4060 MORGAN RD	412406 A0240	CROWN RIDGE ESTATES UNREC UNIT IV 24 1S 1W .30 A LOT 24 BLOCK A OR 1588/2100 2167/2289	Escheated to County due too delinquent Taxes; 0000 - VACANT RESIDENTIAL; Zoned RP - Residential Preservation
8	4046 MORGAN RD	412406 A0270	CROWN RIDGE ESTATES UNREC UNIT IV 24 1S 1W LOT 27 BLOCK A OR 1133/1914 # 94-9PR OR 1701/228 3351/1403 #05-CP-676	Escheated to County due too delinquent Taxes; 0000 - VACANT RESIDENTIAL; Zoned RP - Residential Preservation
9	3548 SUNDOWN RD	411480 E0130	SUNSHINE MOBILE HOME NEIGHBORHOOD LOT 13 BLOCK E OR 1249/1176 1300/246 1303/1123 OR 1418/81 2318/2340	Escheated to County due too delinquent Taxes; 0000 - VACANT RESIDENTIAL; Zoned MH - Mobile Home Park
10	1820 DEER TREE DR	213107 B0070	DEERTREE HILLS 31 1N 1W LOT 7 BLOCK B OR 1460/2050	Escheated to County due too delinquent Taxes; 0200 - Mobile Homes; R-5 - Manufactured Home and Single Family Residential; contains 1 mobile home, Base SF 480 plus Aux SF 450
11	JOE LOUIS ST	212664 P0030	SPRING VALLEY LOT 3 BLOCK P DB 144/401	Affordable Housing parcel 7 - Purchased from LOLA; Designated AH by LCBocC 07/2013; Use: 0000 - VACANT RESIDENTIAL; Zoned: RP-2 Residential Preservation-2
12	HAZELWOOD RD	4124550001680	OAK CREST LOTS 168 & 169 DB 128/8	Escheated to County due too delinquent Taxes; 0000 - VACANT RESIDENTIAL; Zoned R-5, Manufactured Home and Single Family Residential
13	VOLUSIA ST	212664 O0030	SPRING VALLEY LOT 3 BLOCK O DB 130/157 #83-173PR #2002-CP-72	Affordable Housing parcel 6 - Purchased from LOLA; Designated AH by LCBocC 07/2013; Use: 0000 - VACANT RESIDENTIAL; Zoned: RP-2 Residential Preservation-2
14	823 SUNDOWN LN	411480 D0100	SUNSHINE MOBILE HOME NEIGHBORHOOD LOT 10 BLOCK D OR 1255/1406 2026/1326	Escheated to County due too delinquent Taxes; 0000 - VACANT RESIDENTIAL; Zoned MH - Mobile Home Park
15	Red Arrow Rd	3107203070000	7 1S 1E .114 A IN SE 1/4 OF NW 1/4 OR 1380/302	Escheated to County due too delinquent Taxes; 0000 - VACANT RESIDENTIAL; Zoned RP - Residential Preservation
16	Flipper St & Palm Beach St	410127 O0070	BOND SOUTH LOT 7 BLOCK O DB 131/432 1768/2079	Escheated to County due too delinquent Taxes; 0000 - VACANT RESIDENTIAL; Zoned RP2 - Residential Preservation2
17	MOSS COVE LN	4124550000200	OAK CREST LOTS 20 & 21 OR 880/64	Escheated to County due too delinquent Taxes; 0000 - VACANT RESIDENTIAL; Zoned R-5 - Manufactured Home and Single Family Residential
18	OAK CREST BLVD	4124550000540	OAK CREST LOTS 54 55 DB 72/205	Escheated to County due too delinquent Taxes; 0000 - VACANT RESIDENTIAL; Zoned R-5, Manufactured Home and Single Family Residential
19	HAZELWOOD RD	4124550001310	OAK CREST LOT 131 132 DB 105/234	Escheated to County due too delinquent Taxes; 0000 - VACANT RESIDENTIAL; Zoned R-5, Manufactured Home and Single Family Residential
20	5667 CARIBOU LN	213107 A0060	DEERTREE HILLS 31 1N 1W LOT 6 BLOCK A OR 751/195 924/823	Escheated to County due too delinquent Taxes; 0200 - Mobile Homes; R-5 - Manufactured Home and Single Family Residential



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Parcel	Location	Parcel ID	Legal Description	Notes
21	209 OAK CREST BLVD	4124550000640	OAK CREST LOTS 168 & 169 DB 128/8	Escheated to County due too delinquent Taxes; 0000 - VACANT RESIDENTIAL; Zoned R-5, Manufactured Home and Single Family Residential Affordable Housing parcel 2 - Purchased off of LOLA - Questionable Ingress & Egress from a public ROW; Designated AH by LCBocC 07/2013; Use: 0000 - VACANT RESIDENTIAL; Zoned: R-3 Single Detached, Attached and Two Family Residential
22	Lester Hackley Rd	1116200930000	16 1N 1E 1.00 A IN NW 1/4 OF NE 1/4 DB 252/146 OR 44/541 1577/40 OR 1634/1768	03/2013-Escheated due too delinquent taxes; Undevelopable due to size and being located in a subdivision w/o County or City maintained roads; Designated AH by LCBocC 07/2013; Use: 0000 - VACANT RESID; Zoned: R-5 Manufactured Home & Single Family Residential
23	OAK CREST BLVD	4124550000750	OAK CREST LOT 75 DB 118/111 207/351 PR# 4476 OR 2709/975 PR# 76-172 PR# 6675 PR# 89-105 (WILL) OPR 191/404 PR# 77-46	Declared Surplus at LCBocC meeting on 01/29/2013; Use: 8000 - VACANT GOVERNMENTAL; Zoned: R-1 Single Family Detached
24	7234 Dykes Rd	3208510000130	PARKWAY HEIGHTS LOT 13 OR 1221/72	03/2013-Escheated due too delinquent taxes; Undevelopable due to size and being located in a subdivision w/o County or City maintained roads; Designated AH by LCBocC 07/2013; Use: 0000 - VACANT RESID; Zoned: R-5 Manufactured Home & Single Family Residential
25	OAK CREST BLVD	4124550000760	OAK CREST LOT 76 DB 207/351 1412/1059	03/2013-Escheated due too delinquent taxes; Undevelopable due to size and being located in a subdivision w/o County or City maintained roads; Designated AH by LCBocC 07/2013; Use: 0000 - VACANT RESID; Zoned: R-5 Manufactured Home & Single Family Residential
26	HAZELWOOD RD	4124550001440	OAK CREST LOT 144 DB 207/351	03/2013-Escheated due too delinquent taxes; Undevelopable due to size and being located in a subdivision w/o County or City maintained roads; Designated AH by LCBocC 07/2013; Use: 0000 - VACANT RESID; Zoned: R-5 Manufactured Home & Single Family Residential

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Current Affordable Housing Parcels Remaining from Approved List of June 2016  
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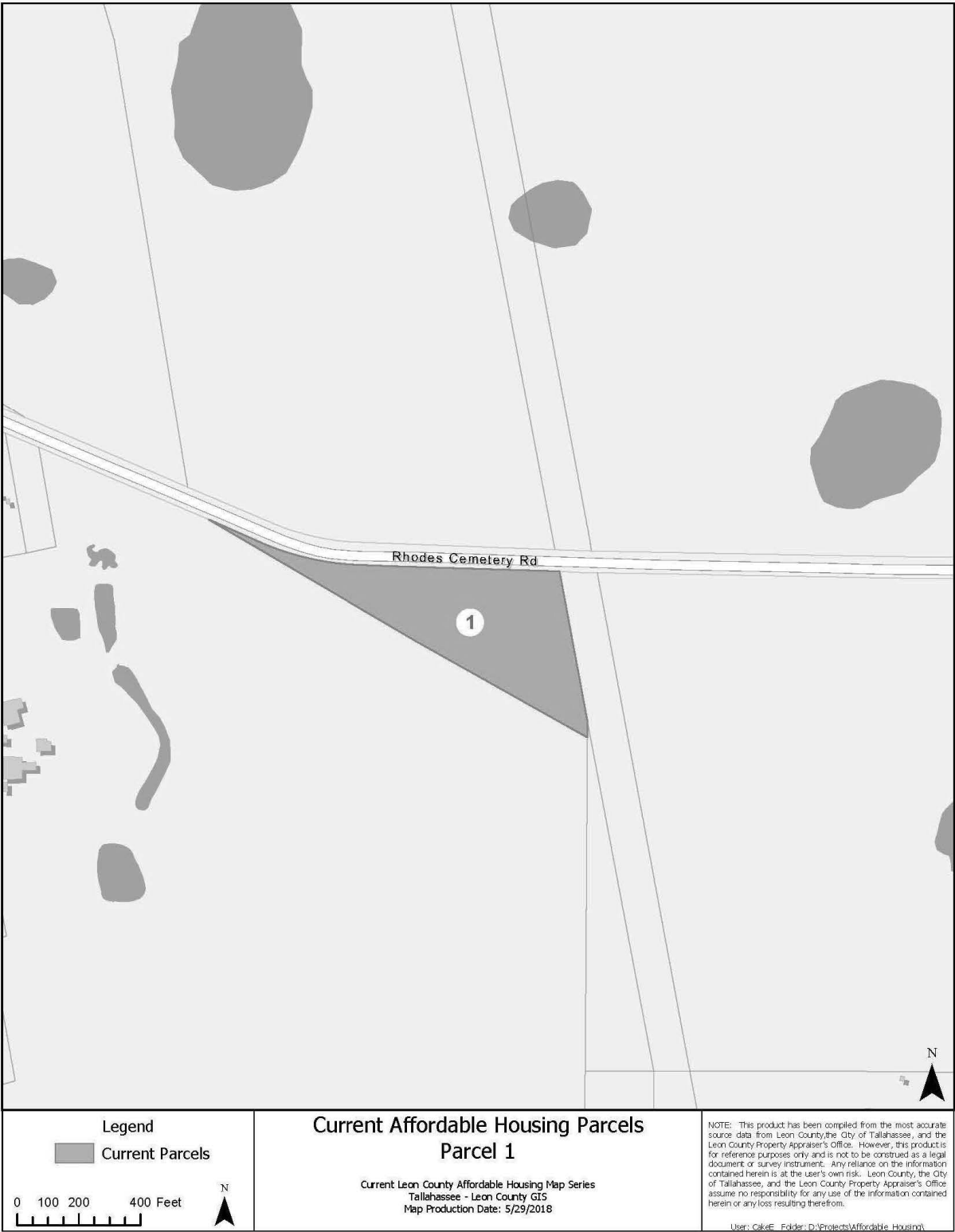


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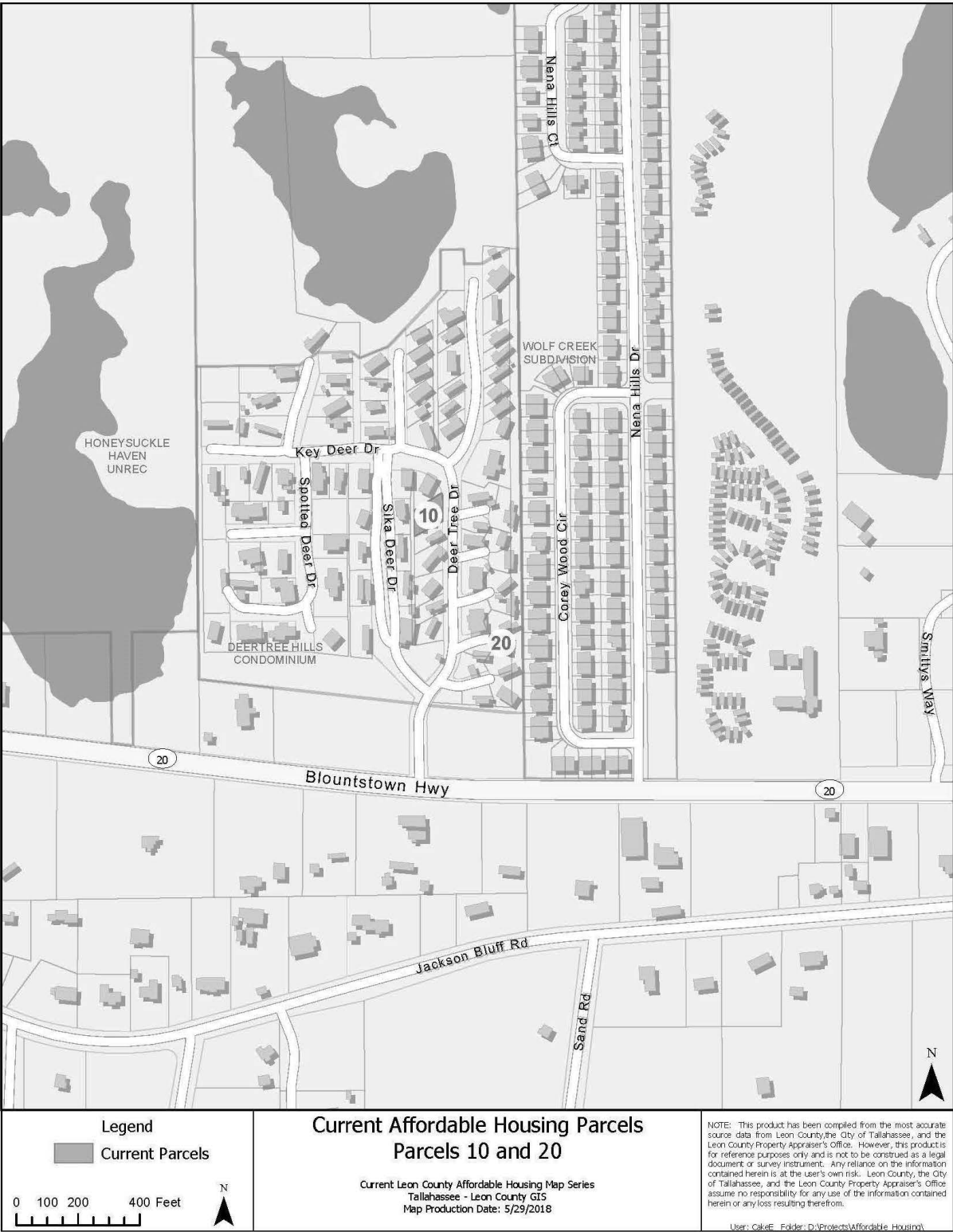


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Current Affordable Housing Parcels Remaining from Approved List of June 2016  
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# Exhibit "B" Parcels to be Added to Affordable Housing List on June 19, 2018

Parcel	Location	Parcel ID	Legal Description	Notes
1	851 FOOTMAN LN	1225204150000	25 1N 2E 3.01 A IN E 1/2 OF E 1/2 OF SE 1/4 OR 962/2081 1969/1675	Escheated to County due too delinquent Taxes; 0200 - MOBILE HOMES; Zoned R - Rural: contains 1 Mobile Home containing 854 base SF & 0 aux SF
2	10715 TEBO TRL	3321206520000	21 2S 1E 2 A IN E 1/2 OF SW 1/4 OR 876/312 1299/824	Escheated to County due too delinquent Taxes; 0100 - SINGLE FAMILY RESIDENTIAL; Zoned RP - Residential Preservation: contains 1 residential home, 960 base SF + 96 aux SF
3	12513 FOREST ACRES TRL	1307200430040	7 1N 3E 1.145 A IN SE 1/4 OF NE 1/4 OR 2220/1027 2234/1881 2306/246 OR 2306/248 2333/2020 2344/223	Escheated to County due too delinquent Taxes; 0000 - VACANT RESIDENTIAL; Zoned R - Rural:
4	7344 POPLAR POINT DR	222515 A0160	POPLAR RIDGE UNREC LOT 16 A OR 1285/1599 1573/864 2296/504	Escheated to County due too delinquent Taxes; 0700 - MISCELLANEOUS RESIDENTIAL; Zoned MULTIP - MULTIPLE ZONING DESIGNATIONS
5	9740 HERON ST	4615140000140	SPRING DRIVE ESTATES UNRECORDED LOT 14 OR 1394/516 1788/1899 2206/864 OR 2220/1662	Escheated to County due too delinquent Taxes; 0200 - MOBILE HOMES; Zoned UF, Urban Fringe
6	767 GOSHAWK WAY	4124206050000	24 1S 1W .55 A IN SE 1/4 OF SW 1/4 OR 507/242	Escheated to County due too delinquent Taxes; 0200 - MOBILE HOMES; Zoned M-1 - Light Industrial: contains 1 mobile home, 720 base SF + 116 aux SF
7	BLOUNTSTOWN HWY	4308206850000	8 1S 3W .47 AC IN NE 1/4 OF SW 1/4 OR 1637/1620 1838/2289	Escheated to County due too delinquent Taxes; 0000 - VACANT RESIDENTIAL; Zoned LT - Lake Talquin Recreational Urban Fringe Protection
8	T AND T RD	331781 A0004	WIGGINS ADDITION EAST E 200 FT OF S 1/2 OF LOT A OR 164/88	Escheated to County due too delinquent Taxes; 0000 - VACANT RESIDENTIAL; Zoned RP-1, Single Family Detached Residential
9	OLD WOODVILLE RD	331781 A0003	WIGGINS ADDITION EAST W 289 FT OF S 1/2 OF LOT A OR 294/471	Escheated to County due too delinquent Taxes; 0000 - VACANT RESIDENTIAL; Zoned RP-1, Single Family Detached Residential
10	4704 ORCHID DR	412330 F0110	CAPITAL CITY ESTATE UNIT 3 LOTS 11 & 12 BLOCK F OR 1810/855	Escheated to County due too delinquent Taxes; 0100 - SINGLE FAMILY RESIDENTIAL; Zoned RP - Residential Preservation; contains 1 SINGLE FAMILY RESIDENCE, 803 base SF plus 266 Aux SF
11	4006 MORGAN RD	412406 A0370	CROWN RIDGE ESTATES UNREC UNIT IV 24 1S 1W .33 A LOT 37 BLOCK A OR 1359/1091	Escheated to County due too delinquent Taxes; 0200 - MOBILE HOMES; Zoned RP - Residential Preservation; contains 1 mobile home, 960 base SF
12	407 SHORELINE DR	311880 H0120	LAKEWOOD UNIT 5 LOT 12 BLOCK H OR 938/1561 2001/1294 2358/508	Escheated to County due too delinquent Taxes; 0000 - VACANT RESIDENTIAL; Zoned RP-2, Single Family Detached Residential
13	5017 DUST BOWL LN	4123207000000	23 1S 1W .267 AC IN N 1/2 OF N 1/2 OF NE 1/4 LOT 7 PER DEED & UNREC SURVEY OR 1417/627 1927/1365 2363/2363	Escheated to County due too delinquent Taxes; 0200 - MOBILE HOMES; Zoned R-5 - Manufactured Home and Single Family Residential: contains 1 MH - Mobile Home, 960 base SF + 0 aux SF
14	2993 LILLY RD	4123060000180	CROWN RIDGE ESTATES UNREC UNIT III 23 1S 1W LOT 18 OR 1112/1895 1539/1916 1613/2227 OR 1995/1717	Escheated to County due to delinquent Taxes - Use; 0200 - MOBILE HOMES Zoned; RP Residential Preservation Contains a Mobile Home containing 732 base SF & 0 aux SF - Drive-by indicates that it maybe occupied
15	1017 DOVER ST	2126204960000	26 1N 1W .24 A IN SW 1/4 OF SE 1/4 DB 62/495 144/287 OR 581/464 legal6	Escheated to County due too delinquent Taxes; 0000 - VACANT RESIDENTIAL; Zoned RP2 - Residential Preservation
16	1506 CROWN RIDGE RD	411404 A0080	CROWN RIDGE ESTATES UNIT V UNREC 14 1S 1W LOT 8 BLOCK A OR 1145/700 1753/1888	Escheated to County due too delinquent Taxes; 0200 - MOBILE HOMES; Zoned RP - Residential Preservation: contains 1 mobile home, 1,288 base SF
17	HOLMES ST	410270 A0100	HUTCHINSON HTS LOT 10 BLOCK A DB 169/67 233/187 1939/2023W 96-632PR 2190/1927	Escheated to County due too delinquent Taxes; 0000 - VACANT Residential; Zoned RP-1 - Residential Preservation: Vacant
18	ABRAHAM ST	212635 V0100	GRIFFIN COLLEGE HEIGHTS 2ND ADD LOT 10 BLOCK V OR 883/1583	Escheated to County due too delinquent Taxes; 0000 - VACANT RESIDENTIAL; Zoned RP-2, Single Family Detached Residential
19	1118 CLAY ST	212635 T0100	GRIFFIN COL HTS ADD 2 LOT 10 BLOCK T DB 229/299	Escheated to County due too delinquent Taxes; 0100 - SINGLE FAMILY RESIDENTIAL; Zoned RP-2 Residential Preservation-2: contains 1 Single Family dwelling containing 1,219 base SF & 419 aux SF
20	1340 CONNECTICUT ST	212664 H0290	SPRING VALLEY LOT 29 BLOCK H OR 1375/1821 1875/1294 1875/1296	September 2016 - Escheated to the County due to delinquent taxes; 0000 - VACANT RESIDENTIAL; Zoned RP-2, Single Family Detached Residential

Exhibit "B"  
Parcels to be Added to Affordable Housing List on June 19, 2018  
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Parcel	Location	Parcel ID	Legal Description	Notes
21	CLAY ST	2126200570000	26 1N 1W .15 A IN SW 1/4 OF NE 1/4 DB 131/511 96-212PR 1889/1424W OR 1889/1429 1893/1283 1897/465	Escheated to County due too delinquent Taxes; 0000 - VACANT RESIDENTIAL; Zoned RP-2 - Residential Preservation-2;
22	CALLOWAY ST	212664 L0080	SPRING VALLEY LOT 8 BLOCK L OR 536/158 1365/1571 1369/861	Escheated to County due to delinquent Taxes - Use; 0000 - VACANT Residential Zoned; RP-2 - Residential Preservation-2
23	CALLOWAY ST	212664 L0090	SPRING VALLEY LOT 9 BLOCK L OR 536/158 1369/861	Escheated to County due to delinquent Taxes - Use; 0000 - VACANT Residential Zoned; RP-2 - Residential Preservation-2
24	IDAHO ST	2126202140000	26 1N 1W .14 A IN SE 1/4 OF NW 1/4 OR 254/605 1102/1748	Escheated to County due too delinquent Taxes; 0000 - VACANT RESIDENTIAL; Zoned RP-2 - Residential Preservation-2;
25	3543 SUNDOWN RD	411480 C0190	SUNSHINE MOBILE HOME NEIGHBORHOOD LOT 19 BLOCK C OR 1202/1560 2497/989	Escheated to County due too delinquent Taxes; 0200 - MOBILE HOMES; Zoned MH - Mobile Home Park: contains 1 mobile home, 924 base SF + 186 aux SF
26	2277 SAXON ST	411180 A0120	PINE HILL LOTS 12 & 13 BLOCK A OR 1518/315	Escheated to County due too delinquent Taxes; 0000 - VACANT RESIDENTIAL; Zoned RP-2 - Residential Preservation-2;
27	LUTHER HALL RD	4307030010010	UNREC PLAT BARFIELD PROP 7 1S 3W .37 A LOT 1 TRACT 1 OR 1858/115 1955/2064	Escheated to County due too delinquent Taxes; 0000 - VACANT RESIDENTIAL; Zoned LT - Lake Talquin Area
28	Orange Ave W	411155 E0020	LIBERTY PARK LOT 2 BLOCK E OR 1684/341	Escheated to County due too delinquent Taxes; 0000 - VACANT RESIDENTIAL; Zoned RP-2 - Residential Preservation-2;
29	836 OSCEOLA ST	410127 J0071	BOND SOUTH E 1/2 OF LOTS 7 & 8 BLOCK J OR 938/423 1476/1502	Escheated to County due too delinquent Taxes; 0000 - VACANT RESIDENTIAL; Zoned RP-2 - Residential Preservation-2;
30	413 GREAT LAKES ST	411316 F0060	PINE RIDGE MOBILE HOME ESTATES LOT 6 BLOCK F OR 1233/366 2111/2027 2146/2178	Escheated to County due too delinquent Taxes; 0000 - VACANT Residential; Zoned MULTIP - MULTIPLE ZONING DESIGNATIONS: Vacant



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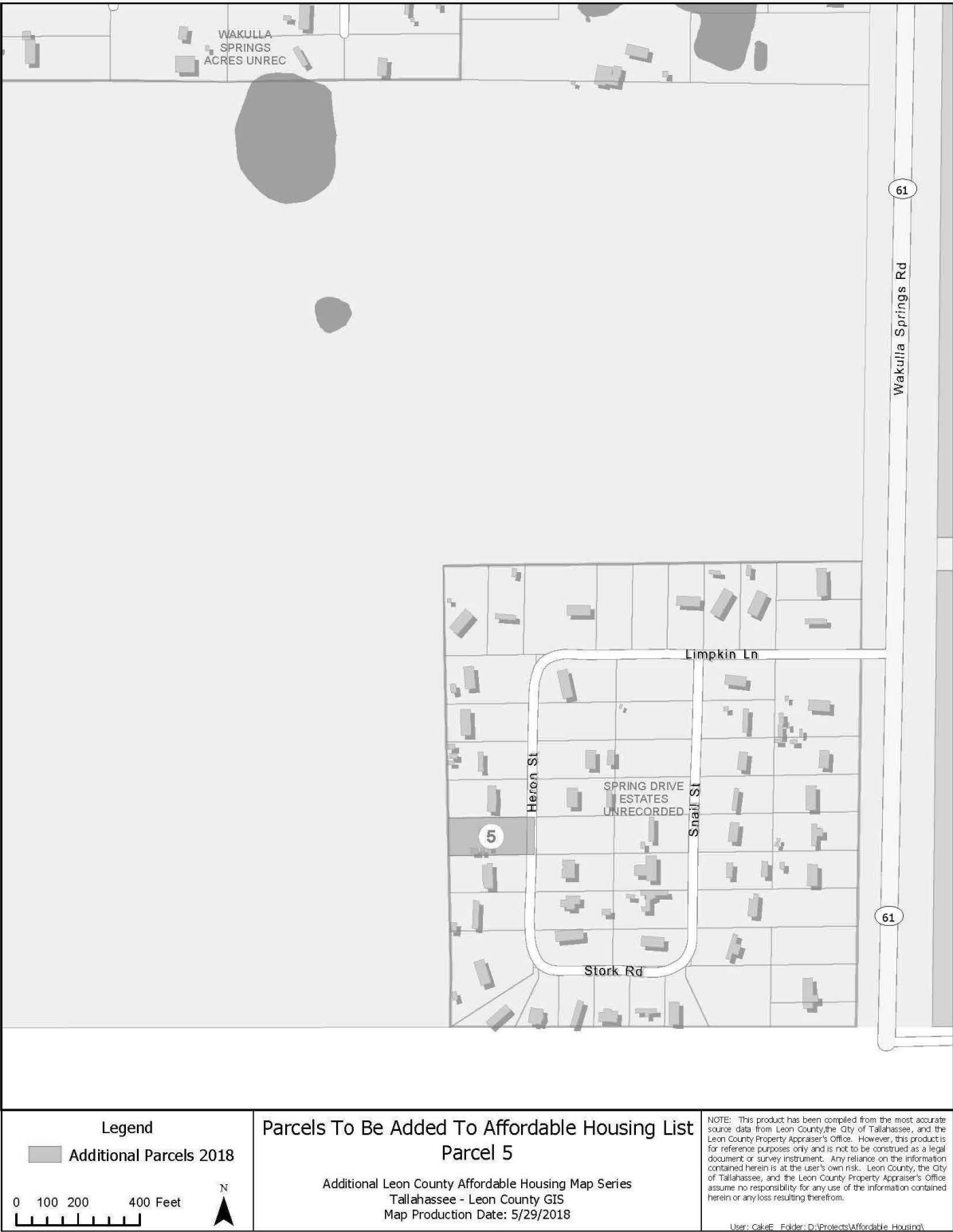


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**NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, June 19, 2018, 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 the adoption of a resolution, in accordance with Section 125.379, Florida Statutes, that approves the list of County-owned properties which would be appropriate for use as affordable housing.

All interested parties are invited to present their comments at the public hearing at the time and place set out above. Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this 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 resolution may be inspected at the following locations during regular business hours:

Leon County Courthouse  
301 S. Monroe St., 5th Floor Reception Desk  
Tallahassee, FL 32301

and

Leon County Clerk's Office  
315 S. Calhoun Street, Room 750  
Tallahassee, Florida 32301

Advertise: June 12, 2018




**Leon County**  
**Board of County Commissioners**  
**Notes for Agenda Item #24**

# Leon County Board of County Commissioners

## Agenda Item #24

June 19, 2018

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

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

**Title:** First and Only Public Hearing to Approve the Proposed Resolution Adopting the Stormwater Non-ad Valorem Assessment Roll and Authorize Certification of the Entire Roll to Tax Collector

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Scott Ross, Director, Office of Financial Stewardship Tony Park, P.E., Director, Public Works Charles Wu, P.E., Director of Engineering Services
<b>Lead Staff/ Project Team:</b>	Joshua Pascua, Senior Management and Budget Analyst Theresa B. Heiker, P.E., Stormwater Management Coordinator

### **Statement of Issue:**

As required by Florida Statutes, this Public Hearing provides for the adoption of an assessment roll for all properties being assessed for the first time, and certification of the entire assessment roll for Stormwater.

### **Fiscal Impact:**

This item has a fiscal impact. This non-ad valorem special assessment generates revenue in the amount of \$3,374,728 that is contemplated in the proposed FY 2019 budget.

### **Staff Recommendation:**

Option #1: Conduct the first and only public hearing and approve the proposed Resolution adopting the Stormwater Non-Ad Valorem Assessment Roll (Attachment #1), and authorize the certification of the entire Roll to the Tax Collector (Attachment #2).

Title: First and Only Public Hearing to Approve the Proposed Resolution Adopting the Stormwater Non-ad Valorem Assessment Roll and Authorize the Certification of the Entire Roll to Tax Collector

June 19, 2018

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## **Report and Discussion**

### **Background:**

The Stormwater Management System Ordinance and Section 197.3632, Florida Statutes, require that the stormwater assessment roll be adopted by Resolution of the Board following a public hearing by September 15th of the year that the fee is imposed against new properties for the first time and the entire roll is certified to the Tax Collector for collection. The Stormwater Management Assessment is included on the Property Tax Notice.

During the FY 2014 budget process, the Board adopted an amended stormwater Ordinance and approved the implementation of the \$85 assessment rate, recommended in the new rate study performed by utilizing a variable fee for residential property classes. Non-residential development includes all the other developed property except certified agricultural property, which is exempt from the stormwater fee.

The assessment imposed on non-residential property is the rate of one single-family unit (SFU) multiplied by the numerical factor obtained by dividing the total impervious area of the non-residential developed property by the SFU average impervious area. The average SFU impervious area in the unincorporated area of Leon County is 3,272 square feet. For example, a convenience store that has 32,720 square feet of impervious area equals 10 SFU and pays \$850 under the adopted Rate Resolution.

The Ordinance also provides a 50% credit to residents qualified as Low-Income Seniors or Disabled Veterans through the Leon County Property Appraiser's Office. Finally, properties discharging to a private stormwater management facility with a valid operating permit receive a discount on their assessment.

### **Analysis:**

The public hearing notice was published in the Tallahassee Democrat and first class notices were mailed to each of the 347 property owners subject to the Non-ad Valorem Assessment for Stormwater Management Services for the first time in accordance with the requirements of Section 197.3632, Florida Statutes (2017) (Attachment #3).

The proposed assessment roll has been made available for public inspection at the County Administration offices located at the fifth floor of the County Courthouse. However, it has not been attached to this item due to the voluminous nature thereof. The assessment roll contains the name of the owner, the parcel identification number, the parcel address, and the amount of the assessment. Written comments and objections filed by affected property owners, if any, have been compiled and likewise have been made available for public inspection in the County Administration office.

Title: First and Only Public Hearing to Approve the Proposed Resolution Adopting the Stormwater Non-ad Valorem Assessment Roll and Authorize the Certification of the Entire Roll to Tax Collector

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The proposed Resolution adopting the Stormwater Non-ad Valorem Assessment Roll for all properties subject to the assessment for the first time (Attachment #1), and the Certificate to the Assessment Roll to the Tax Collector (Attachment #2), are included for the Board's consideration.

Not adopting the Non-ad Valorem Assessment Roll for Stormwater Management Services and Facilities will create a budget impact in the amount of \$3,374,728 for Fiscal Year 2018/2019.

**Options:**

1. Conduct the first and only public hearing to approve the proposed Resolution adopting the Stormwater Non-ad Valorem Assessment Roll (Attachment #1), and authorize the certification of the entire Roll to the Tax Collector (Attachment #2).
2. Conduct the first and only public hearing and do not approve the proposed Resolution adopting the Stormwater Non-ad Valorem Assessment Roll.  
*(This action would require amendments to the FY 2018/2019 budget.)*
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Proposed Resolution adopting the Stormwater Non-ad Valorem Assessment Roll
2. Certificate of the entire Stormwater Non-ad Valorem Assessment Roll to the Tax Collector
3. Notice of Public Hearing



**RESOLUTION NO. R18-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, ADOPTING THE STORMWATER MANAGEMENT SERVICES AND FACILITIES NON-AD VALOREM ASSESSMENT ROLL; PROVIDING FOR CERTIFICATION OF THE ROLL TO THE TAX COLLECTOR; AND PROVIDING FOR AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, on May 28, 2013, the Board of County Commissioners enacted an Ordinance amending chapter 18, article iv, division 3, Leon County Code of Laws, relating to the provision and funding of the *Stormwater Management Services and Facilities* to the *Stormwater Services Area*; and

**WHEREAS**, on May 28, 2013, the Board of County Commissioners adopted a *Stormwater Assessment Rate Resolution* levying and imposing upon each *Developed Property* located within the *Stormwater Services Area* a *Stormwater Assessment* in an amount found to be reasonably related to the cost of providing the *Stormwater Management Services and Facilities* to such property and thereby providing an equitably corresponding special benefit to such property; and

**WHEREAS**, pursuant to Section 197.3632, Florida Statutes, the Board of County Commissioners has reviewed the *Stormwater Assessment Roll* for conformity with the *Stormwater Assessment Rate Resolution*; and

**WHEREAS**, the Board wishes to approve and adopt the *Stormwater Assessment Roll* and to certify the roll for collection to the Tax Collector; and

**WHEREAS**, Leon County has provided notice of a public hearing at least twenty days prior to same by first class United States mail and by publication in the *Tallahassee Democrat* advising that a public hearing would take place.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Leon County, Florida, that:

**Section 1. Recitals.** The Recitals to this Resolution are incorporated herein and made a part hereon as if fully set forth below.

**Section 2. Definitions.** For purposes of this Resolution, the definitions contained in section 18-134.2, Leon County Code of Laws, are incorporated herein by reference.

**Section 3.** Pursuant to section 197.3632, Florida Statutes, Leon County hereby approves and adopts the *Stormwater Assessment Roll*, attached hereto as Exhibit 2 and incorporated herein as if fully set forth below.

**Section 4.** The unit of measurement for the *Stormwater Assessment* shall be as set forth in Exhibit 1, the *Stormwater Assessment Rate Resolution*, R13-20, which is attached hereto and incorporated herein as if fully set forth below. The amount of the *Stormwater Assessment* imposed against each subject parcel of *Developed Property* is and shall be as further set forth in Exhibit 2. The *Stormwater Assessment* shall be and is hereby levied and imposed annually commencing October 1, 2013, and continuing each year thereafter until such time as changed or discontinued by the Board.

**Section 5.** The *Stormwater Assessment Roll* is hereby certified to the Tax Collector for collection in accordance with Florida law.

**Section 6.** This Resolution shall be effective upon adoption.

DONE AND ADOPTED by the Board of County Commissioners of Leon County,  
Florida, this 19th day of June, 2018.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Nick Maddox, Chairman  
Board of County Commissioners

ATTESTED BY:

Gwendolyn Marshall, Clerk of Court  
& Comptroller, Leon County, Florida

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

APPROVED AS TO FORM:  
Leon County Attorney's Office

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

**EXHIBIT 1**

**RESOLUTION NO. R13-20**

**STORMWATER ASSESSMENT RATE RESOLUTION OF THE  
BOARD OF COUNTY COMMISSIONERS, RELATING TO THE  
PROVISION AND FUNDING OF THE STORMWATER  
MANAGEMENT SYSTEM.**

**RECITALS**

**WHEREAS**, the County desires to provide *Stormwater Management Services and Facilities* in the most efficient manner possible in order to promote the health, safety, and general welfare of its citizens; and

**WHEREAS**, a new and dedicated funding for implementation of the County's *Stormwater Management Plan* is needed to maintain compliance with state and federal requirements, and the levy of a *Stormwater Assessment* is determined to be the most equitable method of providing such funding; and

**WHEREAS**, those elements of the *Stormwater Management System* that provide for the collection, storage, treatment, and conveyance of *Stormwater* specially benefit all *Developed Property* within the unincorporated area of the County; and

**WHEREAS**, Florida law authorizes and encourages local governments to create stormwater management systems, provide stormwater management services and facilities, and adopt stormwater charges sufficient to plan, construct, operate and maintain its stormwater management system; and

**WHEREAS**, the cost of operating and maintaining the County *Stormwater Management System* and providing *Stormwater Management Services and Facilities* in accordance with existing permits and the funding of existing and future repairs, replacements, improvements, and extensions thereof should, to the extent practicable, be allocated in relationship to the benefits enjoyed and services received; and



WHEREAS, on May 28, 2013, the Board of County Commissioners enacted an Ordinance amending ch. 18, Leon County Code of Laws, relating to the provision and funding of the County *Stormwater Management System*.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Leon County, Florida, that:

Section 1. **Recitals.** The Recitals set forth above are deemed incorporated herein as is fully set forth below.

Section 2. **Authority.** This Resolution is adopted pursuant to the authority granted the County under Article 8, Section 1, Florida Constitution, ch. 125 and 403, Florida Statutes, the Leon County Charter, and other applicable provisions of law.

Section 3. **Definitions.** For purposes of this Resolution, the definitions contained in section 18-134.2, Leon County Code of Laws, are incorporated herein by reference.

Section 4. **Resolution.** This Resolution shall constitute the *Stormwater Assessment Rate Resolution* as described in section 18-134.4(b), Leon County Code of Laws.

Section 5. **Provision of Stormwater Management Services and Facilities.** The County intends to provide *Stormwater Management Services and Facilities* for the benefit of all parcels of *Developed Property* located within the *Stormwater Services Area* commencing October 1, 2013. All or a portion of the cost to provide such *Stormwater Management Services and Facilities* shall be funded from the proceeds of the *Stormwater Assessment*.

Section 6. **Legislative Determinations.** It is hereby ascertained, determined, and declared that each parcel of *Developed Property* subject to the *Stormwater*

*Assessment* located within the *Stormwater Services Area* shall be specially benefited by the provision of *Stormwater Management Services and Facilities*, in an amount and to a degree not less than the *Stormwater Assessment* imposed against such parcel of *Developed Property*, in that such *Stormwater Assessment* as computed in a manner as set forth in this Resolution, constitutes a fair and reasonable charge for the provision of *Stormwater Management Services and Facilities*. It is hereby further ascertained, determined, and declared that the cost of providing *Stormwater Management Services and Facilities* used to compute the *Stormwater Assessment* constitutes a reasonable estimation of the ten (10) year average annual cost of providing *Stormwater Management Services and Facilities* to all parcels of *Developed Property* within the *Stormwater Services Area*. Lastly, the *Stormwater Assessment* is based upon the Leon County, Florida, Stormwater Utility Update, Final Report, dated April 5, 2013 ( hereinafter "Rate Study") which is hereby specifically approved and adopted as Exhibit A, same being attached hereto and incorporated herein as if fully set forth below.

**Section 7. Stormwater Assessment.** A *Stormwater Assessment* is hereby levied and imposed upon each parcel of *Developed Property* located within the *Stormwater Services Area* and which is hereby ascertained, determined, and declared to be reasonably related to the cost of providing *Stormwater Management Services and Facilities* and thereby provides an equitably corresponding special benefit to the *Developed Property*. The *Stormwater Assessment* is hereby ascertained, determined and declared to be based upon a reasonable estimation of a ten (10) year average annual cost of providing *Stormwater Management Services and Facilities* to such *Developed Property*. It is further ascertained, determined and declared that the *Stormwater Assessment* imposed hereby provides a special benefit to and is equitably apportioned among the *Developed*

*Properties* assessed based upon the special benefit assumptions and apportionment methodology set forth in the Rate Study, Exhibit A. The amount of the *Stormwater Assessment* levied and imposed upon each parcel of *Developed Property* in the *Stormwater Services Area* shall be determined according to the property use category and rate as set forth in Exhibit B, Rate Schedule, commencing October 1, 2013, annually until discontinued or changed by the Board.

**Section 8. Residential Credit.** The Board hereby provides a fifty percent (50%) residential credit to the *Stormwater Assessment* for County residents owning and residing on residential *Developed Property* who have been qualified with the *Property Appraiser* as either a Low Income Senior or Disabled Veteran in accordance with Florida law. Funds designated by the Board to adequately fund the residential credit shall be paid from funds other than those generated by the *Stormwater Assessment*. The residential credit shall be effective commencing October 1, 2013, and continue annually until discontinued by the Board.

**Section 9. Adjustment.**

(a) The Board hereby finds that retention of *Stormwater* meeting the standards set forth in sections 10-4.301(3)(b) or (5)(a)(i) and (5)(b), Leon County Code of Laws, would constitute a significant and measureable reduction in County provided *Stormwater Management Services and Facilities*, resulting in an adjustment to the *Stormwater Assessment* to reflect only those costs associated with engineering and permitting services of the *Stormwater Management Services and Facilities* provided. Therefore, the Board hereby creates a 75% adjustment to the *Stormwater Assessment* for the subject *Developed Property*. Upon approval of an application of the owner, a 75% reduction to the *Stormwater Assessment* will be applied to a *Developed Property*,

when a privately owned stormwater management facility serving the subject property has a valid operating permit issued by the County, for a private residential subdivision or an on-site stormwater management facility serving a non-residential property, meeting the requirements of Section 18-134.4(f)(2)a.(1), Leon County Code of Laws. The 75% adjustment will commence October 1, 2013 and will remain in effect so long as the subject property owner's operating permit remains valid, or until such time as discontinued by the Board.

- (b) The Board hereby finds that by demonstrating that *Stormwater* quality treatment and rate attenuation standards applicable at the time of approval of a County issued environmental permit have been met, would constitute a significant and measurable reduction in County provided *Stormwater Management Services and Facilities*. As a result, adjusting the *Stormwater Assessment* to reflect a portion of those costs associated with the *Stormwater Management Systems and Facilities* provided, would result in a 50% reduction in the *Stormwater Assessment*. Therefore, the Board hereby creates a 50% adjustment to the *Stormwater Assessment* for the subject *Developed Property*. Upon approval of an application of the owner, a 50% reduction to the *Stormwater Assessment* will be applied to a *Developed Property*, when a privately owned stormwater management facility serving the subject property has a valid operating permit issued by the County, for a private residential subdivision or an on-site stormwater management facility serving a non-residential property, meeting the requirements of Section 18-134.4(f)(2)a.(2), Leon County Code of Laws. The 50% adjustment will commence October 1, 2013 and will remain in effect so long as the subject property owner's operating permit remains valid, or until such time as discontinued by the Board.



- (c) The Board hereby finds that by demonstrating that *Stormwater* rate attenuation standards applicable at the time of approval of a County issued environmental permit have been met, would constitute a significant and measurable reduction in County provided *Stormwater Management Services and Facilities*. As a result, adjusting the *Stormwater Assessment* to reflect a portion of those costs associated with the *Stormwater Management Systems and Facilities* provided would result in a 25% reduction in the *Stormwater Assessment*. Therefore, the Board hereby creates a 25% adjustment to the *Stormwater Assessment* for the subject *Developed Property*. Upon approval of an application of the owner, a 25% reduction to the *Stormwater Assessment* will be applied to a *Developed Property*, when a privately owned stormwater management facility serving the subject property has a valid operating permit issued by the County, for a private residential subdivision or an on-site stormwater management facility serving a non-residential property, meeting the requirements of Section 18-134.4(f)(2)a.(3), Leon County Code of Laws. The 25% adjustment will commence October 1, 2013 and will remain in effect so long as the subject property owner's operating permit remains valid, or until such time as discontinued by the Board.
- (d) Upon approval of an application of the owner, a reduction to the *Stormwater Assessment* may be applied to the subject *Developed Property*, when the owner demonstrates by competent substantial evidence that alternative means or techniques have been utilized to accomplish the standards set forth in Section 18-134.4(f)(2)a.(1), Leon County Code of Laws.


**Section 10. Collection of the Stormwater Assessment.** The collection of the *Stormwater Assessment* shall be made pursuant to and in accordance with section 18-

134.5, Leon County Code of Laws and is authorized hereby, commencing October 1, 2013.

**Section 11. Effective Date.** This Resolution shall have effect upon adoption and shall apply to all parcels of *Developed Property* located within the unincorporated area of Leon County.

Done and adopted by the Board of County Commissioners of Leon County, Florida, this 28th day of May, 2013.



LEON COUNTY, FLORIDA  
BY:   
NICHOLAS MADDOX, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

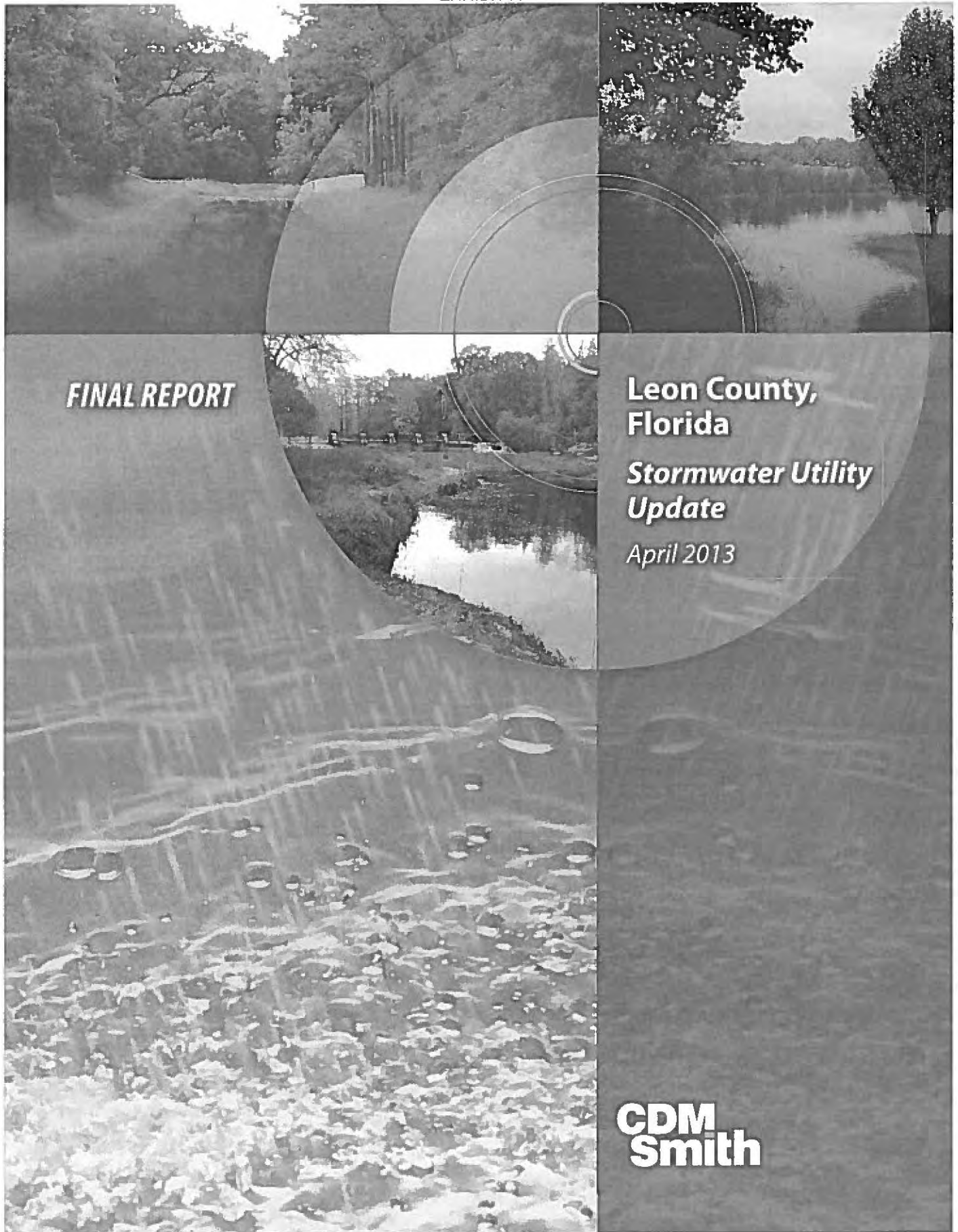
ATTESTED BY:  
BOB INZER, CLERK OF THE COURT  
LEON COUNTY, FLORIDA

BY:   
for Bob Inzer

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

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

EXHIBIT A



**FINAL REPORT**

**Leon County,  
Florida**  
**Stormwater Utility  
Update**  
*April 2013*

**CDM  
Smith**

EXHIBIT A



1715 North Westshore Boulevard, Suite 875  
Tampa, Florida 33607  
tel: 813 281-2900  
fax: 813 288-8787

April 5, 2013

Ms. Theresa Heiker, P.E.  
Stormwater Management Coordinator  
Engineering Services Division  
Leon County Public Works Department  
2280 Miccosukee Road  
Tallahassee, Florida 32398

Subject: Stormwater Utility Update Final Report

Dear Ms. Heiker:

CDM Smith is pleased to submit the Stormwater Utility Update Final Report (5 copies). The final report incorporates final comments and decisions CDM Smith received from the County on March 8, 2013 and early April via e-mail. Highlights from the report are presented below.

### Level of Service Analysis

CDM Smith worked with County staff to define program activities and expenditures for Service Areas presented in Figure 1. The assessed level-of-service (LOS) for each program element is highlighted in blue. In general, the County's program is between a LOS C and LOS D. This assessment is based upon services currently being provided by the County and the associated funding of those services as compared to other Florida communities.

Level of Service	Engineering & Permitting Activities	Operation and Maintenance Program Activities	CIP Implementation Period
A	Comprehensive Planning + Full Implementation Capabilities + Exemplary NPDES Permit Compliance	Fully Preventative/ 100% Routine	10-year Plan
B	Pro-Active Planning + Systematic CIP Implementation Capabilities + Proactive Permit Compliance	Mixture of Routine and Inspection Based	20-year Plan
C	Priority Planning + Partial CIP Implementation Capabilities + Minimal NPDES Permit Compliance	Inspection Based Only	40-year Plan
D	Reactionary Planning + Minimal CIP Implementation Capabilities + Below Minimum NPDES Permit Compliance	Mainly Responsive (Complaint-based)	50-year Plan
F	No Planning + No CIP Implementation Capabilities + NPDES Non-Compliance	Less than full response to all complaints	100-year Plan

**Figure 1**  
**LOS Analysis of County Stormwater Program Elements**





EXHIBIT A



Ms. Theresa Heiker, P.E.  
April 5, 2013  
Page 2

In order to maintain the current LOS being provided by the County, and the elimination of the transfer of general revenues to the stormwater utility fund, the updated stormwater utility would need to generate the revenue shown in Table 1. As an option, CDM Smith also considered at the request of the County an additional scenario to add \$2 million in annual revenue for capital improvements.

**Table 1**  
**Stormwater Program Costs**

Program Element	Budget	% of Total
Engineering & Permitting, and NPDES	\$1,350,000	26.2%
Operations & Maintenance	\$1,800,000	35.0%
Capital Improvement Program	\$2,000,000	38.8%
Total	\$5,150,000	100.0%

**Rate Structure Analysis**

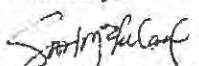
CDM Smith worked with County staff to define and evaluate various stormwater utility rate structure scenarios to generate the program costs. This included an

assessment of impervious area characteristics of parcels located in unincorporated Leon County and the selection of a "single family dwelling unit" (SFU) as the basis for assigning fees to parcel owners. Based on the input from County staff, the preferred rate structure includes tiered non-single family residential rates, non-residential rates based upon their equivalent number of SFU's and the allowance of a credit adjustment. The analysis considered the cost of service within the defined Urban Service Area (USA). Also, the analysis showed that the rate for the USA would be only slightly different than the non-USA area, which may not support the need for different service areas.

Based on the number of SFU's in the County, to generate \$5.15 million in annual stormwater program costs, the fee is estimated to be \$140 per SFU per year assuming a 95 percent collection. To fund the stormwater program costs using a graduated 5-year approach, the fee would start out at \$44 per year per SFU, and increase by \$24 per year per SFU for each of the next 4 years. After five years, the ultimate rate would be \$140 per year per SFU. These estimates are based on a 2 percent growth per year in revenue needs and a 1 percent growth per year (i.e., new construction) in revenues.

We appreciate working with the County on this very important project and look forward to future opportunities.

Sincerely,

  
Scott McClelland  
Vice President  
CDM Smith Inc.

cc: Brian Mack

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## Section 1

### Introduction

In October 2012, Leon County (the County) contracted with CDM Smith to prepare a Stormwater Utility Update Study (the 2012 Study). Procurement for these services was based upon the findings and recommendations from the Board of County Commissioner's Workshop on Stormwater and Solid Waste Non-Ad Valorem Assessments and Transportation Taxes held in February 2012. The original purpose of the 2012 Study was to identify the necessary funding to maintain adequate levels-of-service (LOS) for the County's stormwater management program and to determine the feasibility of eliminating the approximate \$2 to \$3 million subsidy from the County's general fund for stormwater services.

To accomplish this goal, CDM Smith prepared a LOS analysis of the County's stormwater programs (Section 2), performed a rate structure analysis (Sections 3 and 4), and developed subsidy elimination scenarios (Section 5). Also, as part of this work, CDM Smith developed a simple rate model using MS Excel ©, which has been provided to the County. This document summarizes the results and conclusions made for each of these tasks.

In order to compare the various rate structure options considered in Sections 3 and 4, the 2011 Stormwater Utility Survey (2011 Survey) prepared by the Florida Stormwater Association (FSA) was used. This survey included 81 respondents, of which 71 were cities and 10 were counties.



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## Section 2

### Level of Service

#### 2.1 Stormwater Levels of Service (LOS)

For the purposes of this evaluation, stormwater management services for the County have been organized into four categories as described below:

- **Engineering & Permitting Services (EPS)** – this area of service provides for the management and planning of the stormwater assets for the County. Included are program administration, planning, development review, total maximum daily load (TMDL) Engineering & Permitting, enforcement and monitoring. Also, this includes the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit (FLS000033) compliance activities that are not otherwise accounted for in the other categories.
- **Operation and Maintenance Services (O&M)** – these services include the maintenance of the stormwater assets of the County including mowing, cleaning, litter control, and minor repair.
- **Capital Improvement Program (CIP)** – this includes major construction of new stormwater assets for the County. Projects are generally identified annually in the 5-year CIP program.

In an ideal world with unlimited funding, stormwater management activities would be completed at the highest level. This would result in routinely maintaining all systems, constructing facilities to control every storm, planning for all watersheds to ultimate build out, and performing award winning NPDES compliance. In reality, such funding is not available and thus, services must be provided at a reasonable level that balances services desired by the public with the limited funding available. This level of service (LOS) varies depending on the desires of the community and the issues that need to be addressed.

In order to define the stormwater services provided by the County to its citizens, this study will compare stormwater services provided by the County to a set of standards. The term "LOS" is used in this study to describe the magnitude of beneficial results gained by the community and the environment from the County's stormwater program. A higher LOS will result in better flood control and protection, better control of erosion and sedimentation, and better water quality and stream habitat. This LOS concept is useful for assessing each of the four major stormwater program areas that have been described previously (Engineering & Permitting which includes NPDES Compliance, Operation and Maintenance, and Capital Improvements).

For the purposes of this study, different LOS have been defined and assigned standard letter grades, with "A" being the highest and "F" being the lowest. These standard definitions facilitate evaluation of the LOS currently being provided by the County's stormwater program, and allow consideration of alternative LOS, with their associated benefits and costs. A LOS "F" is considered to be below the minimum regulatory requirements and expectations of the community.

## EXHIBIT A



## Section 2 • Level of Service

A matrix has been developed to assist in understanding the different LOS as they relate to the four major program areas (Figure 2-1). Within this matrix, the first column contains the LOS letter grade identification ranging from "A" to "F." Subsequent column headings are provided for the four program areas, and each box within the matrix contains a brief description of the key elements required to achieve the given LOS for each program area. Later in this section, the County's current stormwater program is assigned a letter grade for each program area based on these LOS definitions. CDM Smith also evaluated the current cost of stormwater services as compared to other communities.

Level of Service	Engineering & Permitting Activities	Operation and Maintenance Program Activities	CIP Implementation Period
A	Comprehensive Planning + Full Implementation Capabilities + Exemplary NPDES Permit Compliance	Fully Preventative/ 100% Routine	10-year Plan
B	Pro-Active Planning + Systematic CIP Implementation Capabilities + Proactive NPDES Permit Compliance	Mixture of Routine and Inspection Based	20-year Plan
C	Priority Planning + Partial CIP Implementation Capabilities + Minimal NPDES Permit Compliance	Inspection Based Only	40-year Plan
D	Reactionary Planning + Minimal CIP Implementation Capabilities + Below Minimum NPDES Permit Compliance	Mostly Responsive (Complaint-based)	50-year Plan
F	No Planning + No CIP Implementation Capabilities + NPDES Non-compliance	Less than full response to all complaints	100-year Plan

Figure 2-1 Leon County, Florida  
Stormwater Utility Update

### 2.1.1 Engineering & Permitting Level of Service Descriptions

A high LOS related to Engineering & Permitting provides benefits to the community and environment through the following means:

- Comprehensive planning of stormwater management activities and practices increases the opportunity to implement recommendations prior to development or redevelopment occurring, thus decreasing the costs and improving the effectiveness of these best management practices.
- A proper staffing level of County personnel to oversee and manage other program areas (i.e., operation and maintenance and capital improvements) improves the cost-effectiveness and efficiency of these program areas.
- A proper staffing level of County personnel to monitor and enforce stormwater rules and regulations increases the level of compliance by the regulated community, better protecting the community and environment from unlawful activities.
- Full compliance with all state and federal regulatory programs allows the County to qualify and gain higher priority for potential funding opportunities when they are available to the County, and avoids potential fines and/or environmental damage that may result from non-compliance. The data and information gained from monitoring activities required by these programs allows the County to make better decisions as to where to apply resources to gain the most benefit and as to the effectiveness of past and ongoing activities in achieving desired benefits.

## EXHIBIT A



### Section 2 • Level of Service

To a large degree, the LOS of the Engineering & Permitting area depends upon the corresponding LOS of the other two major program areas, operation and maintenance and capital improvements. This is because County staff members are required to oversee and manage these other program areas to ensure their cost-effectiveness and efficiency.

However, there are other elements within the Engineering & Permitting area that are not related to O&M or capital improvements. These include enforcement of County development and environmental regulations (e.g., plan review and inspections for soil and erosion control and floodplain regulation, and inspections of stormwater facilities controlling existing development). Other activities that would fall under the Engineering & Permitting category include public information and education about stormwater-related issues, and other supporting functions such as information management, finance, billing, and administration.

The County was first issued its NPDES MS4 permit by the Florida Department of Environmental Protection (FDEP) in 1997 (Permit No. FLS000033). The permit was reissued in 2003 and again on November 1, 2011. Under this permit, the County is required to accomplish and report on various stormwater management activities. Currently, these activities are managed and funded under engineering and permitting services. Compliance is measured by the State using annual reports prepared by the permittee documenting all of the permit related activities accomplished during the permit year.

The various LOS for Engineering & Permitting are described below:

- **LOS A:** Watershed planning completed or scheduled dealing with existing and future stormwater problems (drainage and water quality); complete inventory of stormwater system in a geographic information system (GIS) database. Includes exemplary and/potentially award winning compliance with State and Federal NPDES permit requirements.
- **LOS B:** Increased planning for the watershed considering not only existing problems but also future problems that may be caused by growth; partial stormwater system inventory and sufficient management to administer the program and complete limited CIP projects. Provides proactive NPDES compliance with permit conditions and represents activities that are better than simply a minimal compliance with the letter of the permit, no substantive comments or requests from the annual report review and associated FDEP inspection.
- **LOS C:** Partial planning of watershed, limited stormwater system inventory and some ability to manage capital improvement projects; planning focused on dealing with major or significant existing problems. Middle-of-the-road and minimal accepted LOS with adequate compliance with NPDES permit conditions, some comments received during the annual review, but no major compliance issues are received from FDEP.
- **LOS D:** Poor management characterized by minimal or no planning; some ability to perform project management for capital projects; poor inventory of stormwater system and limited staff to administer the program. Not complying with NPDES permit conditions, characterized by substantive comments on the annual report and during the annual inspection.
- **LOS F:** No management or planning, no system inventory, and no ability to accomplish CIP projects or planning. Non-compliance with major NPDES permit conditions, with the permittee subject to potential fines from the state for noncompliance.

## EXHIBIT A



### Section 2 • Level of Service

#### 2.1.2 Operation and Maintenance Level of Service Descriptions

A high LOS related to operation and maintenance provides benefits to the community and environment through the following means:

- The useful life of the County's stormwater infrastructure is extended through proper operation and routine maintenance of these assets. This results in cost savings by delaying the need for major rehabilitation or replacement of these assets
- Cleaning of swales, catch basins, culverts, and ditches maintains the hydraulic capacity of these items, thus decreasing the frequency of flooding that may occur upstream of and in the vicinity of these areas.
- Regular removal of trash, debris, sediment, and excess vegetation from the stormwater system improves water quality of streams and downstream waterways as well as the aesthetic value of these areas to the community. Regular street sweeping and greenway maintenance achieves similar benefits.

The LOS for O&M are described below:

- **LOS A:** Highest O&M service level that is fully preventative – all maintenance is completed routinely, addressing every stormwater facility once or more each year.
- **LOS B:** Mixture of routine and inspection based maintenance. Critical structures are routinely maintained, both periodically during each year and possibly before each storm event, and non-critical structures are maintained based on inspection.
- **LOS C:** Inspection based maintenance whereby all structures are routinely inspected by management and maintenance is scheduled according to the inspection.
- **LOS D:** Complaint-based maintenance – all maintenance is done based on citizen complaints; generally characterized by work order based activities resulting from citizen call in complaints.
- **LOS F:** Less than complaint-based maintenance, with limited or no ability to even respond to complaints.

Once achieved, a LOS "A" may be less costly than lower LOS because it should reduce the frequency of high-cost capital expenditures such as repairs to failed facilities, unscheduled labor overtime, and high administrative costs. The challenge, however, is that the transition from a lower LOS to a LOS "A" cannot be achieved immediately.

#### 2.1.3 Capital Improvements Level of Service Descriptions

A high LOS related to capital improvements provides benefits to the community and environment through the following means:

- Construction of stormwater system conveyance improvements reduces flooding in known problem areas, thus better protecting public and private property from flood damage.
- Protection and/or improvement of existing lakes, ponds, and wetlands supports downstream water quality objectives by providing treatment of stormwater runoff entering these waters.



## EXHIBIT A



### Section 2 • Level of Service

- Acquiring and preserving stream buffers and other environmentally sensitive areas provides water quality improvement, increased habitat opportunities, and improved aesthetic value of the surrounding environment.
- Restoration and/or stabilization of streams and other areas subject to erosion reduces sediment transport, thus decreasing the need for downstream maintenance and improving downstream habitat.

Alternate LOS associated with capital improvements primarily distinguishes between the level of funding and rate of implementation for identified capital improvement needs. LOS "F" through "A" were assumed to correspond to an implementation period of 100 years to 10 years, respectively. The implementation schedule for capital improvements under any of these LOS could be accelerated through the issuance of revenue debt, with annual stormwater utility fees servicing the debt. It should be noted, however, that deferred implementation of some capital improvements would likely increase the costs of the required improvements, thus further delaying the schedule for full implementation.

## 2.2 Description of Current County Stormwater Program

### 2.2.1 Engineering Services Division

The goal of the Engineering Services Division "is to provide the public with professional services for the construction and maintenance of cost-effective infrastructure to enhance the community's quality of life". Within the Engineering Services Division are four full time employees dedicated to the County's stormwater management program. There are other staff within the Engineering Services Division that dedicate a portion of their time to stormwater management services. The appropriation of stormwater related costs is discussed later in this document. In general, the stormwater services provided by the Engineering Services Division include:

#### **In-house Design Services**

For small CIP projects, the Engineering Services Division provides in-house design services.

#### **Project Management Services for CIP**

For stormwater CIP projects, the Engineering Services Division provides project management services. This includes oversight of the technical aspects of the project during both design and construction.

#### **Review of Development Plans**

The Engineering Service Division is also periodically asked to review the stormwater elements of development plans submitted to the County. The review includes the associated stormwater management systems intended to meet local, state, and federal requirements. Support is also provided on wetland planting plans or review of environmental impacts.

#### **Inspections of New Construction Sites**

In addition to review of development plans, the Engineering Services Division is responsible for construction inspection activities that include enforcing erosion and sediment best management practices for County construction projects.

#### **Stormwater Engineering & Permitting and Planning**

These activities primarily focus on staff time associated with the continued management and planning of the County's stormwater services. Increased Engineering & Permitting services may be needed to

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address the regulatory changes affecting how the County manages new mandates related to improved water quality. The County also represents County interests with the BluePrint 2000 program.

#### **Stormwater Master Planning**

Under the direction of the Engineering Services Division, a stormwater master plan was completed in 1995 for the County's Primary Stormwater Management System (PSMS). Since the completion of the study, the County has been implementing CIP projects to address identified problem areas as funding becomes available. In recent years, funding of CIP projects has been accomplished with grant monies and other sources. No CIP funding has come from the existing stormwater utility.

#### **CIP Program**

On an annual basis, the County updates and prioritizes its CIP needs and then implements the project as funding becomes available. CIP prioritization is based upon previous master planning efforts and flooding complaints from the community. Priority has been given to flood complaint based projects. As a result of aging infrastructure, it is expected that the CIP needs will increase, and thus will require additional funding. Currently, the existing stormwater utility is not used for funding of the County's CIP program. Since 2003, the County has averaged approximately \$4.6 million in expenditures in its stormwater CIP.

#### **Grant Funding Pursuits**

The Engineering Services Department look for opportunities for grant funding of stormwater related services. The most recent example is grant monies secured as a result of Tropical Storm Faye to mitigate flooding problems that occurred as a result of the storm.

#### **Total Maximum Daily Load (TMDL) Engineering & Permitting**

The TMDL program requires governments to reduce pollutant loads to impaired waters as identified by the Florida Department of Environmental Protection (FDEP) and/or the Environmental Protection Agency (EPA). As a result of TMDL regulations, the County may be required to reduce pollutant loads leaving its stormwater system into waters of the United States. The County has a list of waters deemed impaired by FDEP and the EPA. It is expected that the County will have to look at opportunities to reduce nutrients in several of the basins.

#### **NPDES MS4 Compliance & Reporting**

The County has been meeting the requirements for their NPDES MS4 since first being issued (Permit No. FLS000033). In 2011, FDEP has renewed the permit, which requires the County to expand their stormwater program moving forward. Under the new permit, the County is now responsible for several new/enhanced activities. These activities will require additional funding to be compliant with the permit conditions.

#### **Stormwater Utility Program**

The Engineering Services Division is responsible for the administration of the Stormwater Utility Program.

### **2.2.2 Operation Services Division**

Following a reorganization effort in 2008, the Operation Services Division of Public Works became responsible for the following services areas:

- Transportation Maintenance;

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- Right-of-Way Management; and,
- Stormwater Maintenance.

Each of these three functions involves O&M services for stormwater management systems as described in the paragraphs below.

#### Transportation Maintenance

The goal of the Division of Operations Transportation Program is to "provide for the safety, comfort, and convenience of the public by creating, maintaining, and managing infrastructure and programs supporting transportation, roadside beautification, and stormwater maintenance". Activities related to stormwater management provided under transportation maintenance services include dirt road grading, stabilization and ditch maintenance.

Based upon Tallahassee Leon County GIS street segment data, there are 1,365 lane-miles that are currently being maintained by the Operations Services Division. Approximately, 51 percent of these roads are located within the Urban Service Area (USA). The County also estimated that 628 of the 1,365 lane-miles (46 percent) have a greater functional designation than "local road". For these roads, the expenses associated with transportation and stormwater O&M activities should be shared between transportation and stormwater funding sources. Sharing of these costs is common practices throughout Florida municipalities.

For the unpaved roads, the County provides grading services, including the adjacent roadside ditches on an approximate 14 day cycle. The County has 2 excavation crews available for this purpose. Additionally, the County maintains approximately 107 lane-miles within the City of Tallahassee limits. Approximately 46 percent of the lane-miles within the City limits are served by curb and gutter and closed systems (pipes) for stormwater management. The remainder is served by open systems (e.g. swales).

#### Right-of-Way Management

The goal of the Division of Operations Right-of-Way Management is to "provide for the safety, comfort, and convenience of the public by managing programs that support transportation, roadside beautification, and stormwater maintenance". Activities related to stormwater management under Right-of-Way management include:

- Mowing in landscape areas of County rights-of-way; and,
- Maintenance of vegetation in County maintained stormwater facilities.

The County mows approximately 500 miles of road Right-of-Way, five times each year (2,500 miles of roadway mowing annually). In addition, the County maintains approximately 42 acres of landscaped areas 11 times each year. The County expects more landscaped stormwater facilities in the future as a result of increased interests in green infrastructure for water quality improvement, and therefore, the demand for O&M services will increase.

#### Operations – Stormwater Maintenance

The goal of the Division of Operations Stormwater Maintenance Program is to "provide for the safety, comfort, and convenience of the public by creating, maintaining, and managing infrastructure and

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programs supporting transportation, roadside beautification, and stormwater maintenance". Activities related to stormwater management under Stormwater Maintenance include:

- Maintaining open and closed County owned drainage systems;
- Protect citizens from stormwater runoff (flooding);
- Provide silt removal from open and closed stormwater systems;
- Provide erosion protection through sod and hydromulch of ditches;
- Respond to stormwater issues identified by citizens;
- Construction and/or repair of stormwater structures (i.e., swale ditch blocks, inlets, etc.);
- Conduct routine maintenance to stormwater ponds and ditches (i.e., mowing, fence repair, etc.);
- Remove silt from County owned ponds and replace stormwater filter systems;
- Provide pond stabilization for erosion protection; and,
- Conduct inspections of stormwater ponds and conveyance systems for permit compliance.

As indicated above, the majority of stormwater services are provided by the Division of Operations under Stormwater Maintenance. It should be noted that approximately 75 percent of stormwater services are complaint based. The County maintains approximately 300 stormwater ponds. All but 10 of the stormwater ponds are "dry" ponds and require mowing. Mowing of the County-owned ponds is inspection-based and not complaint-based. Aquatic weed control is provided as necessary.

The County provides operation and maintenance services for approximately 60 miles of ditches, broken into 60 maintenance segments. Approximately 25 percent of the segments receive O&M annually. Pond maintenance also includes debris removal and mowing of the banks of Lake Henrietta. Two County crews are used to provide approximately 150,000 linear feet of ditch maintenance annually (28 miles per year). A third crew was eliminated during the last reorganization of the Operations Division.

## 2.3 Current County Stormwater Program Funding Summary

Based upon review of the Fiscal Year 2012/2013 Annual Budget Five-Year Financial Plan (Budget Document), and the information provided by the Leon County Office of Management and Budget, CDM Smith compiled a stormwater service funding and appropriation table (See Table 2-1). As can be seen from the table, the average budget for stormwater services for Fiscal Year 2011 through Fiscal Year 2013 is approximately \$4.8 million. Of the \$4.8 million, approximately \$1 million comes from the non-ad valorem assessment (stormwater utility fees), \$1.2 million from the Transportation Trust Fund, \$2.5 million from the non-countywide fund, and the balance from miscellaneous sources. To account for the funding to pay for related stormwater and engineering services, funds are transferred between stormwater and transportation funds. It is important to note that both of these funds are supported by General Revenue. \$1.2 million in transportation funds are transferred to the stormwater program to fund the maintenance of stormwater systems associated with roadways. The County's engineering services, including stormwater engineering costs, are accounted for in the Transportation Trust Fund. \$1.6 million in revenue from the Stormwater Fund is paid back to the Transportation Trust Fund to pay for related engineering and operating services. Additionally, it is the goal of the County to



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Table 2-1

Leon County, Florida

Stormwater Utility Update - Stormwater Management and Operations Budgets and Costs

As Shown in the Leon County Annual Budget, 5-Year Financial Plan and CIP, FY12/13

Revenue Sources for Stormwater Utility Fund	FY 2011 Actual Revenue	FY 2012 Adopted Revenue	FY 2013 Budget Revenue	3-Year Average
Non Ad-valorem Assessment	\$1,006,742	\$1,021,250	\$1,004,150	\$1,010,714
City Permit Water Atlas	\$18,750	\$25,000	\$0	\$14,583
Pooled Interest Allocation	\$37,644	\$35,625	\$44,745	\$39,338
Other Sources	\$137,245	\$0	\$0	\$45,748
Transfer from 106 (Transp. Trust)	\$1,179,177	\$1,248,251	\$1,072,112	\$1,166,513
Transfer from 126 (non- countywide)	\$1,890,951	\$2,618,647	\$2,985,242	\$2,498,280
Miscellaneous	\$0	\$290,000	\$0	\$96,667
	\$4,270,508	\$5,238,773	\$5,106,249	\$4,871,843
Actual Expenses or Budgeted Expenses for Stormwater Utility Fund	FY 2011 Actual Expenses	FY 2012 Adopted Budget	FY 2013 Requested Budget	8-Year Average
Stormwater Maintenance <sup>1</sup>	\$2,241,834	\$2,774,701	\$2,748,500	\$2,588,345
MIS Automation - Stormwater	\$626	\$568	\$500	\$565
Stormwater Utility Risk	\$35,769	\$32,231	\$19,644	\$29,215
Indirect Costs - Stormwater	\$549,016	\$619,399	\$425,552	\$531,322
Tax Collector	\$20,849	\$17,910	\$18,447	\$19,069
Water Quality & TMDL Sampling	\$37,500	\$59,940	\$0	\$32,480
Transfers to Account 106	\$1,067,204	\$1,699,024	\$1,886,104	\$1,550,777
Budgeted Reserves - Stormwater	\$0	\$35,000	\$35,000	\$23,333
	\$3,952,798	\$5,238,773	\$5,133,747	\$4,775,106

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eliminate the transfer of the approximate \$2.5 million of Non-Countywide funds with revenue generated from the updated stormwater utility rate structure.

The County expends \$4.8 million for various stormwater related activities. Approximately \$2.6 million is spent on stormwater O&M, \$1.6 million is transferred back for engineering services, and the remaining \$600,000 is spent on various other stormwater functions located in the stormwater fund.

It is a common practice for other County stormwater programs in Florida to fund the O&M for major roads using transportation funds. Consistent with this practice, in future years, the County has identified \$800,000 in the Transportation Trust Fund for stormwater O&M on major roads. The County estimated this cost using the assumption that 46% of County roads are classified as greater than "local" and that 67% of O&M budget (\$2.6 million) is spent on roadway stormwater maintenance ( $\$2.6 \text{ million} \times 67\% \times 46\% = \$800,000$ ). As a result, the stormwater utility will only need to fund \$1.8 million for stormwater facility and conveyance O&M and not the full \$2.6 million ( $\$2,600,000 - \$800,000$ ). Therefore, the actual funds that will be appropriated from the stormwater utility fund will be \$3.15 million.

Historically, the County has spent an average of \$4.6 million on its CIP program (FY2003 – FY2012). The majority of the dollars were secured from revenue sources other than what is generated by the County's current stormwater assessment fee. Moving forward, the County anticipates using approximately \$2.0 million for its stormwater CIP program as a minimum amount. This is based upon the last 10 years of stormwater CIP appropriations from the County's CIP program, Gas Tax, and Local Options Sales Tax. A summary of the historical CIP expenditures by fund is presented in Table 2-2.

Based on a review of the existing County stormwater program by CDM Smith, discussions with county staff, and the LOS definitions provided previously, the following LOS ratings are provided for the current County stormwater program.

### 2.3.1 Current Engineering & Permitting LOS

The County's currently provides a LOS C for Engineering & Permitting. While the County completed a stormwater master plan in 1995, it has not been updated nor have basin plans related to water quality protection been completed. Also, the County continues to inventory of stormwater facilities.

### 2.3.2 Current NPDES Compliance LOS

Based on this assessment of the compliance activities for the County, the existing program has achieved adequate compliance so would be designated a LOS C. The County does additional stormwater monitoring above what is required for permit compliance.

### 2.3.3 Current Operation and Maintenance LOS

The existing O&M LOS is primarily complaint based. There are limited inspection based O&M practices related to pond mowing. Based upon the LOS criteria previously defined in Figure 2-1, the current LOS provided by the County is D. This LOS rating is indicative of resource limitations and not effort.

### 2.3.4 Current Capital Improvements LOS

The current LOS provided by the County related to capital improvements associated with stormwater management is LOS D+. Projects are completed based upon need and fiscal resources. It should be noted that the currently, the stormwater utility does not fund the County's stormwater CIP.

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**Table 2-2**  
**Leon County, Florida**  
**Stormwater Utility Update - Capital Expenditures and Source of Funding**

Capital Improvement Projects - Funding Source	FY 2003	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	10-Year Average
Grants - 125	\$0	\$508,671	\$21,391	\$0	\$1,641,670	\$110,057	\$200,000	\$308,021	\$1,097,013	\$2,086,385	\$597,321
Capital Improvements Fund - 305	\$509,975	\$1,361,643	\$1,388,050	\$2,021,548	\$1,838,855	\$615,355	\$1,350,106	\$2,171,559	\$2,098,912	\$2,306,180	\$1,566,218
Transportation Fund - 306	\$0	\$1,863	\$9,722	\$294,483	\$35,616	\$32,677	\$37,486	\$80,172	\$199,875	\$49,759	\$74,165
Sales Tax Fund - 308	\$10,914	\$161,000	\$118,891	\$326,234	\$0	\$0	\$0	\$0	\$0	\$0	\$61,704
Sales Tax Extension Fund - 309	\$71,778	\$2,753	\$937,510	\$6,857,166	\$1,185,613	\$1,997,770	\$1,796,482	\$1,812,261	\$653,984	\$2,593,600	\$1,790,892
Bond Series - 318	\$1,474,768	\$2,733,623	\$581,544	\$261,867	\$37,382	\$0	\$0	\$0	\$0	\$0	\$508,918
<b>Totals</b>	<b>\$2,067,435</b>	<b>\$4,769,553</b>	<b>\$3,057,108</b>	<b>\$9,761,298</b>	<b>\$4,739,136</b>	<b>\$2,755,859</b>	<b>\$3,384,074</b>	<b>\$4,372,013</b>	<b>\$4,049,784</b>	<b>\$7,035,924</b>	<b>\$4,599,218</b>

Capital Improvement Projects - Funding Source	10-Year Average
Capital Improvements Fund - 305	\$1,566,218
Transportation Fund - 306	\$74,165
Sales Tax Fund - 308	\$61,704
<b>Totals</b>	<b>\$1,702,088</b>

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Figure 2-2 illustrates the current LOS for the County based on this assessment. Overall, the County is assessed as being between a C and D+ for the LOS.

Level of Service	Engineering & Permitting Activities	Operation and Maintenance Program Activities	CIP Implementation Period
A	Comprehensive Planning + Full Implementation Capabilities + Exemplary NPDES Permit Compliance	Fully Preventative/ 100% Routine	10-year Plan
B	Pro-Active Planning + Systematic CIP Implementation Capabilities + Proactive NPDES Permit Compliance	Mixture of Routine and Inspection Based	20-year Plan
C	Priority Planning + Partial CIP Implementation Capabilities + Minimal NPDES Permit Compliance	Inspection Based Only	40-year Plan
D	Reactionary Planning + Minimal CIP Implementation Capabilities + Below Minimum NPDES Permit Compliance	Mainly Responsive(Complaint-based)	50-year Plan
F	No Planning + No CIP Implementation Capabilities + NPDES Non-compliance	Less than full response to all complaints	100-year Plan

Figure 2-2 Leon County, Florida  
Stormwater Utility Update

## 2.4 Existing Program Cost Comparison

CDM Smith used a "top-down" approach to establish a base line for varying levels of service. This approach uses standard unit costs to estimate the total program cost. Typically, costs are related to population (i.e., cost per capita) or to road or lane mile, with the latter tending to relate best to O&M costs and the former relating to total and Engineering & Permitting costs. Table 2-3 shows the results for a number of communities in Florida and other states for which population, funding, road miles and level of service were available. Based on these data, the top-down costs for the different LOS above the current LOS for the County was estimated.

Table 2-3 Leon County, Florida  
Stormwater Utility Update  
LOS Costs

Population Based Level of Service (EPS, O&M, CIP)	Average	Minimum	Maximum
A	\$61	\$59	\$63
B	\$44	\$27	\$60
C	\$25	\$17	\$43
D	\$21	\$12	\$28
Lane Mile Based Level of Service (O&M only)	Average	Minimum	Maximum
A	\$12,201	\$6,550	\$17,852
B	\$8,044	\$3,148	\$11,104
C	\$6,079	\$2,698	\$10,090
D	\$2,442	\$1,216	\$3,216

As previously shown in Table 2-1, the County spends approximately \$3.95 million on its stormwater program, including the \$800,000 from the Transportation Trust Fund. Using a population estimate of 95,000 (2011 Census Estimate), this is an equivalent cost of \$42 per capita for stormwater services. Using the benchmark data presented in Table 2-3, this is between a LOS C and LOS B. When you consider the County appropriates a portion of its stormwater budget on stormwater maintenance activities associated with roadways within the City of Tallahassee limits, the result would move the benchmark LOS closer to LOS C. This result is consistent with the LOS determination using County specific data (see Section 2.3).



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## Section 2 • Level of Service

A comparison of the O&M LOS based upon the lane miles of County road currently being maintained was also performed. Currently, the County maintains approximately 1365 lane-miles of roadway. As previously discussed, approximately 694 lane-miles are within the USA and 107 lane-miles are within the City of Tallahassee limits. Because the County maintains roads inside city limits and the costs for this work is included in the overall expenses recorded here, the LOS is identified with Table 2-3 is slightly lower than it is in reality. Based upon the \$2.6 million appropriation for stormwater O&M (see Table 2-1), the County spends approximately \$1,904 per roadway lane-mile on stormwater O&M services. Based upon the benchmark information presented in Table 2-3, this equates to a LOS D, which is consistent with the LOS determination using County specific data (see Section 2.3).

## 2.5 Stormwater Program Level of Service Improvements

The cost of the County's stormwater program at the current LOS is \$3.95 million. As previously discussed, approximately \$800,000 will come from the Transportation Trust Fund to maintain arterial and collector roadways, leaving \$3.15 million to be funded by the stormwater assessment, annually. The recommended allocation of the \$3.15 million is presented in Table 2-4. In order to provide \$2 million for its CIP program into the stormwater utility fund, the total revenue needed from the stormwater utility fee would be \$5.15 million.

**Table 2-4 Leon County, Florida  
Stormwater Utility Update – Stormwater Management and  
Operation Estimated Budgets Excluding and Including CIP**

Revenue Sources for Stormwater Utility Fund	Existing Budget
Engineering & Permitting Services	\$1,350,000
Stormwater Maintenance	\$1,800,000
<b>Total</b>	<b>\$3,150,000</b>

Revenue Sources for Stormwater Utility Fund	Future Budget
Engineering & Permitting Services	\$1,350,000
Stormwater Maintenance	\$1,800,000
Capital Improvement Projects	\$2,000,000
<b>Total</b>	<b>\$5,150,000</b>

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## Section 3

### Parcel Analysis

A stormwater utility program includes a utility fee that is generally based upon the amount of impervious area on a fee payer's land. Generally, the greater the amount of impervious area, the greater amount of stormwater runoff and, subsequently, the greater the effort local cities and counties have to expend to control the runoff. While there are a number of parameters related to runoff, the best parameter is the amount of impervious area. Therefore, to understand the stormwater assessment for Leon County (the County), this project included a study of impervious area as well as other parcel-based information that may be pertinent to the utility assessment.

Based on CDM Smith experience, it has been found in Florida and other parts of the country that there tend to be two distinct categories of parcels which need study: residential and non-residential. Generally, the impervious areas of residential parcels represent relatively uniform classes while the impervious areas for non-residential parcels vary significantly.

Provided in this section is a discussion of the parcels in the study area. The data used in the analysis were obtained from Tallahassee-Leon County GIS (GIS). A brief description of the data and techniques used is provided prior to the consideration of the results for each general parcel type.

#### 3.1 Tallahassee-Leon County GIS and Leon County Appraisal Data

The GIS staff provided CDM Smith with parcel specific GIS and database information. From these records and conversations with the GIS staff, a dataset of parcel information was obtained, a summary of which is provided below.

#### 3.2 Results of Parcel Assessment

A summary of the 2012 parcel data for the Unincorporated County as defined by GIS & LCPA data is provided in **Table 3-1**. The table lists the parcel types, number of parcels encountered in the dataset, number of estimated dwelling units, the impervious areas used for the assessment and the assessment revenues. The data are separated into residential, non-residential and vacant categories. The percentages are rounded to the nearest 10<sup>th</sup> percent. Also included in these tables are the relative percent of the County each category represents. It should be noted that there are a number of "vacant" parcels as defined by the GIS datasets (1,289 to be precise). These parcels, although coded as if they have no development (i.e., vacant), were considered in the analysis as they did have onsite improvements such as mobile homes or parking areas. For the purposes of the summary the 100 Department of Revenue Codes were categorized as follows:

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## Section 3 • Parcel Analysis

**Table 3-1 Leon County, Florida  
Stormwater Utility Update  
Summary of Unincorporated County Parcel Data FY 2011-2012**

Parcel Type	No. of Parcels	% of Total	Estimated Dwelling Units	% of Total	Impervious Area (sq ft)	% of Total	SWU Assessment	% of Total
<b>Residential</b>								
Single Family <sup>1</sup>	27,130	73.6%	27,130	73.4%	107,177,177	64.3%	\$542,600	58.4%
SFR with > 1 DU	769	2.1%	1,900	5.1%	4,958,171	3.0%	\$38,020	4.1%
Mobile Home	5,652	15.3%	5,652	15.3%	12,031,183	7.2%	\$113,040	12.2%
Mobile Home with >1 DU	451		1,091		1,944,451		\$21,820	
Condominium								
Multifamily 2-9 DUs	264	0.7%	669	1.8%	929,558	0.6%	\$13,380	1.4%
Multifamily >9 DUs	3	0.0%	332	0.9%	1,091,838	0.7%	\$1,060	0.1%
Misc. Residential	204	0.6%	204	0.6%	508,874	0.3%	\$4,780	0.5%
<b>Subtotal Residential</b>	<b>34,473</b>	<b>93.6%</b>	<b>36,978</b>	<b>100.0%</b>	<b>128,641,252</b>	<b>77.1%</b>	<b>\$734,700</b>	<b>79.0%</b>
<b>Nonresidential</b>								
Commercial	477	1.3%			15,650,717	9.4%	\$71,918	7.7%
Industrial	253	0.7%			7,876,516	4.7%	\$39,704	4.3%
Agricultural	1	0.0%			61,734	0.0%	\$40	0.0%
Institutional	50	0.1%			1,748,510	1.0%	\$9,134	1.0%
Churches	138	0.4%			2,736,354	1.6%	\$17,406	1.9%
City/County	45	0.1%			1,224,439	0.7%	\$5,384	0.6%
Governmental	25	0.1%			1,738,624	1.0%	\$1,776	0.2%
Public Schools	9	0.0%			2,491,003	1.5%	\$2,206	0.2%
Miscellaneous	80	0.2%			750,427	0.4%	\$6,964	0.7%
<b>Subtotal Nonresidential</b>	<b>1,078</b>	<b>2.9%</b>			<b>34,278,324</b>	<b>20.6%</b>	<b>\$154,532</b>	<b>16.6%</b>
<b>Vacant</b>								
Vacant Residential	1,171	3.2%	1,275		2,330,028	1.4%	\$29,360	3.2%
Vacant Commercial	72	0.2%			1,085,112	0.7%	\$9,372	1.0%
Vacant Industrial	33	0.1%			97,222	0.1%	\$1,000	0.1%
Vacant Institutional	13	0.0%			360,289	0.2%	\$906	0.1%
<b>Subtotal Vacant</b>	<b>1,289</b>	<b>3.5%</b>			<b>3,872,651</b>	<b>2.3%</b>	<b>\$40,638</b>	<b>4.4%</b>
<b>Total Unincorporated</b>	<b>36,840</b>	<b>100.0%</b>	<b>38,253</b>		<b>166,792,227</b>	<b>100.0%</b>	<b>\$929,870</b>	<b>100.0%</b>
<b>Total Developed</b>	<b>35,551</b>		<b>36,978</b>		<b>162,919,576</b>			
<b>Estimated Unincorporated Population <sup>2</sup></b>			<b>89,895</b>					
<b>Estimated 2011 Population (2010 Census Estimate)</b>			<b>95,006</b>					

## Notes:

- 1 Based on NAV Database, some SFU (DOR Code 01) have more than 1 DU.
- 2 Estimated population based on 2.35 persons per DU (2010 Census)

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### Section 3 • Parcel Analysis

<u>DOR Code</u>	<u>Category</u>
00	Vacant Residential
01	Single Family
02	Mobile Homes
03, 08	Multifamily
04	Condominiums (none in record)
05, 06, 07, 09	Miscellaneous Residential
10	Vacant Commercial
11 - 39	Commercial
40	Vacant Industrial
41 - 49	Industrial
50 - 69	Agricultural
70	Vacant Institutional
71	Churches
72 - 79	Institutional
80, 81, 82, 84, 85, 87 - 89	Governmental
83, 86	City/County
90 - 99	Miscellaneous

For the purposes of this analysis, the term "Single Family" refers only to those parcels in DOR Code 01. Mobile homes, even though only one family may reside in them, and Multifamily are considered Non-Single Family Residential.

Also, for this analysis, "Miscellaneous Residential" includes parcels in DOR Codes 05, 06, 07 and 09. According to the GIS data, the Unincorporated County has 204 parcels identified as DOR Code 07, which according to the Department of Revenue means "Miscellaneous Residential (migrant camps, boarding houses, etc.)". How the County assigns billing units to these types of parcels is subject to County policy and in Florida, there is no standard of practices for this issue. For the purposes of this analysis, each parcel in DOR Code 07 was assigned 1 billing unit.

In total, there are 36,840 assessed parcels in the Unincorporated County, of which 34,473 are residential in nature (94 percent). The majority of the residential parcels are single family units (73 percent). The second largest number of residential parcels is Mobile Homes at 15.3 percent. Of the 1,078 non-residential parcels, 477 (44.2 percent) are commercial, 253 (23.5 percent) are industrial and 138 (12.8 percent) are churches. Of the parcels identified as vacant, most are vacant residential.

From the NAV records, the impervious area for each category is also shown in Table 3-1. Residential parcels represent 77.1 percent of the impervious area, nonresidential parcels represent 18.6 percent and vacant parcels represent 4.4 percent of the total. Also, of the estimated \$929,870 in revenue, 79.0 percent comes from residential parcels, 16.6 percent comes from nonresidential parcels and 4.4 percent comes from vacant parcels.

### 3.3 Estimated Dwelling Units

To consider rate structure options, an estimate of the number of dwelling units was needed. For single family units, normally it is assumed that each parcel is one dwelling unit. From the NAV dataset, about 770 parcels have more than one dwelling unit located on the parcel. These parcels are separately listed in Table 3.1. This is also true of mobile homes: one dwelling unit per parcel is normally assumed. There are 451 mobile home parcels with more than one dwelling unit – these are also listed separately. Finally for multifamily, the NAV record was used to identify the number of



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dwelling units associated with each parcel type including vacant residential. In total, about 38,250 dwelling units were identified, the majority of which are single family units (71 percent).

### 3.4 Estimated Parcels for USA

One of the considerations of this study was the potential for service areas. Service areas, for the purpose of this study, are areas in the County where differential levels of service may be offered by the County. Upon discussion with County staff, it was suggested that one such separation may be parcels in the Urban Services Area (USA) and those without. Staff believed that the O&M component of the stormwater program may be less in the non-USA area. To test this, the parcels within and without of the USA (in the Unincorporated County) were separated.

Using the GIS information, parcels within the USA were identified.. Of the 36,840 assessed parcels in the Unincorporated County, 23,568 (64 percent) are in the USA. **Table 3-2** summarizes the number of parcels, number of estimated dwelling units, impervious areas and assessment revenues for the Unincorporated County portion of the USA. Residential parcels comprise 23,495 (94 percent) of the parcels, most of which are single family units (84 percent). There are 786 nonresidential parcels in the unincorporated portion of the USA representing 3.3 percent of the total number of parcels. The rest of the parcels (2.3 percent) are coded as vacant by the Property Appraiser's Office. Using the same methods noted above for impervious area, the USA has 110.4 million square feet of impervious area of which only 73.9 percent is residential.

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**Table 3-2 Leon County, Florida  
Stormwater Utility Update  
Summary of Parcel Data FY 2011-2012 – Urban Services Area**

Parcel Type	No. of Parcels	% of Total	DU/ Parcel	Estimated Dwelling Units	% of Total	Imperv Area (sq ft)	% of Total	Avg. Imperv per DU (sq ft)	SWU Assessment	% of Total
<b>Residential</b>										
Single Family	19,700	83.6%	1	19,700	83.8%	73,476,092	66.5%	3,730	\$394,000	64.6%
SFR with > 1 DU	298	1.3%	2.5	749	3.2%	1,978,666	1.8%	2,642	\$14,980	2.5%
Mobile Home	1,866	7.9%	1	1,866	7.9%	3,769,349	3.4%	2,020	\$37,320	6.1%
Mobile Home with >1 DU	92	0.4%	2.53	233	1.0%	355,264	0.3%	1,525	\$4,660	0.8%
Condominium										
Multifamily	240	1.0%	3.75	902	3.8%	1,896,532	1.7%		\$12,460	2.0%
Misc. Residential	45	0.2%	1	45	0.2%	121,989	0.1%	2,711	\$1,220	0.2%
<b>Subtotal Residential</b>	<b>22,241</b>	<b>94.4%</b>		<b>23,495</b>	<b>100.0%</b>	<b>81,597,892</b>	<b>73.9%</b>	<b>3,473</b>	<b>\$464,640</b>	<b>76.1%</b>
<b>Nonresidential</b>										
Commercial	385	1.6%				13,870,197	12.6%		\$60,172	9.9%
Industrial	228	1.0%				7,194,140	6.5%		\$36,808	6.0%
Agricultural		0.0%					0.0%			0.0%
Institutional	27	0.1%				1,224,995	1.1%		\$7,324	1.2%
Churches	80	0.3%				2,069,605	1.9%		\$12,066	2.0%
City/County	25	0.1%				752,559	0.7%		\$2,584	0.4%
Governmental	18	0.1%				310,697			\$1,216	
Public Schools	4	0.0%				876,030			\$806	
Miscellaneous	19	0.1%				156,896			\$2,080	
<b>Subtotal Nonresidential</b>	<b>786</b>	<b>3.3%</b>				<b>26,455,119</b>	<b>24.0%</b>		<b>\$123,056</b>	<b>20.2%</b>
<b>Vacant</b>										
Vacant Residential	437	1.9%		437		904,299	0.8%		\$12,220	2.0%
Vacant Commercial	66	0.3%				1,071,164	1.0%		\$9,132	1.5%
Vacant Industrial	31	0.1%				96,185			\$960	
Vacant Institutional	7	0.0%				291,715			\$366	
<b>Subtotal Vacant</b>	<b>541</b>	<b>2.3%</b>				<b>2,363,363</b>	<b>2.1%</b>		<b>\$22,678</b>	<b>3.7%</b>
<b>Total Unincorporated</b>	<b>23,568</b>	<b>100.0%</b>		<b>23,495</b>		<b>110,416,374</b>	<b>100.0%</b>		<b>\$610,374</b>	<b>100.0%</b>
<b>Total Developed</b>	<b>23,027</b>			<b>23,495</b>		<b>108,053,011</b>				

The table also identifies the stormwater utility revenue from the USA, about 65.6 percent of the total revenue.

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## Section 4

### Rate Structure Analysis

As part of this assessment of the Leon County Stormwater Utility, a number of potential rate structures were considered. For this section, the rate structure options are considered independent from the fee. In the next section, the annual fee is varied to consider the current stormwater utility fund subsidy.

#### 4.1 Purpose

In the previous section, information related to the potential customers within the unincorporated County was gathered including number of parcels, number of dwelling units, and impervious areas for various different parcel types. These data were collected to develop a rate model for the stormwater assessment, which is intended to estimate the potential rates and revenues depending on rate structure options. Also, to consider the potential rates for differing rates in the USA, a rate model was prepared for just the parcels in the USA.

#### 4.2 Rate Model

The rate model for the County is a series of worksheets within spreadsheets that provide the following:

- A ten-year estimate of program costs for Management, Compliance and Implementation, Operation and Maintenance (O&M); and Capital Improvement Program (CIP). The CIP costs are separated so that a Pay-As-You-Go funding can be compared to a bonded program. Costs are assumed to increase at 2% per year while revenue (i.e., number of SFU's) is assumed to increase at 1% per year.
- An ad valorem tax worksheet estimates the ad valorem tax rate (millage or \$ per \$1000) that would generate an equivalent total program. In this spreadsheet, the millage needed to generate a specified revenue need can be estimated as well as to estimate the revenue for a given tax rate.
- An options worksheet allows the user to identify whether or not a rate structure option is to be simulated. Options include single family unit equivalence or residential equivalence; billing unit based on single family units only or all residential units; potential credits and the amount of credits (percent reduction in fee); various adjustments that might be offered; and tiered non-single family residential rates. This spreadsheet also accumulates the number of extra staff needed to administer the rate structure options.
- A worksheet showing the resultant annual revenue from the options selected for rates in \$5 increments from \$10 per year per SFU to \$100 per year per SFU.
- A worksheet with a 10-year projection of rates and program needs is provided with the ability to test the effect of a pay-as-you-go CIP program compared to a bonded program with annual debt service. For the 10-year bonded CIP, two bonds are simulated for each of the 5 years (20-year repayment, 7 percent loan rate, 25 percent coverage and 12 percent financing costs).

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- A worksheet with the highest 25 parcels based on the 2012 Assessment record and the effects the chosen rate structure options may have on their assessment.
- The final worksheet in the file is the summary of data used for the other worksheets. This table is shown in Table 4-1 for the data from this study.

**Table 4-1 Leon County, Florida Stormwater Utility Update  
Summary of Parcel Data (October 2012)**

Parcel Type	No. of Parcels	No. of Dwelling Units	2012 Imperv. Area (sq ft)	2012 Total Parcel Area (sq ft)	Imperv./ DU or Parcel	Billing Unit Equivalent	SFUs Based on Equivalent	SFUs for Subsidy	% Affected by Credits (Estimated)	Fraction of SFUs	Total SFUs with Options
<b>Residential(1)</b>											
Single Family - Small	2,426	2,426	2,861,836		1,055		2,426		5%	100%	2,426
Single Family - Medium	19,412	19,412	60,546,853		3,272		19,412		5%	100%	18,733
Single Family - Large	1,547	1,547	22,686,379		9,115		1,547		5%	100%	1,547
Single Family - Very Large	880	880	11,707,829		13,304	3,272	880		5%	100%	880
Single Family w/>1 SFU	769	1,900	4,900,177		2,610		1,900		5%	100%	1,900
Multifamily (2)	267	1,001	2,143,522		2,141		1,001		5%	100%	1,001
Mobile Home	6,103	6,743	13,894,287		2,061		6,743		5%	100%	6,743
Misc. Residential	204	204	508,874		2,494		204		5%	100%	204
Single Family w/Exemption	2,865	2,865	9,374,280		3,272		2,865		5%	100%	2,865
<b>Subtotal Residential</b>	<b>34,473</b>	<b>36,978</b>	<b>128,824,037</b>		<b>3,482</b>		<b>36,978</b>				<b>36,978</b>
<b>Nonresidential</b>											
Commercial	477		15,650,717		32,828	3,272	4,786		5%		4,786
Industrial	253		7,876,516		31,132	3,272	2,407		5%		2,407
Agricultural	1		61,734		61,734	3,272	19		5%		19
Institutional w/o Churches	50		1,748,510		34,970	3,272	534		5%		516
Churches	138		2,736,354		19,829	3,272	836	836	5%		836
Governmental w/o Schools	25		1,738,624		69,545	3,272	531	531	5%		531
City/County	45		1,224,439		27,210	3,272	374	374	5%		374
Schools	9		2,491,003		276,778	3,272	761	761	5%		761
Miscellaneous	80		750,427		9,380	3,272	229		5%		229
<b>Subtotal Nonresidential</b>	<b>1,078</b>		<b>34,286,393</b>		<b>31,806</b>		<b>10,479</b>	<b>2,503</b>			<b>10,479</b>
<b>Vacant</b>											
Vacant Residential	1,171	1,275	3,634,878			3,272	1,111	1,111	5%		1,111
Vacant Commercial	72		1,200,027			3,272	367	367	5%		367
Vacant Industrial	33		119,907			3,272	37	37	5%		37
Vacant Institutional	13		360,612			3,272	110	110	5%		110
<b>Subtotal Vacant</b>	<b>1,289</b>	<b>1,275</b>	<b>5,315,424</b>								<b>1,568</b>
<b>Total Developed</b>	<b>35,551</b>	<b>36,978</b>	<b>162,910,430</b>				<b>47,457</b>	<b>4,128</b>			<b>47,457</b>
<b>Total Parcels</b>	<b>36,840</b>	<b>38,253</b>	<b>168,225,854</b>								<b>49,081</b>

Note:

- (1) Small SF is 10<sup>th</sup> percentile and below; Large is 90<sup>th</sup> percentile and above. Very large is greater than 10,000 square feet.
- (2) Multifamily includes parcels with DOR Codes 03 and 08.
- (3) For Residential, column represents impervious per Dwelling Unit.  
For Nonresidential, column represents impervious per Parcel.

Type	SFUs	%
Residential	38,089	77.6%
Nonresidential	10,992	22.4%



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It should be noted that for the rate model, single family parcels were split into tiers based on impervious areas. Separately, parcels owned by disabled veterans or low income exemptions were quantified for credit calculations. It was assumed that all of these parcels came from the Single Family - Medium category and were moved to a separate category called "Single Family w/ Exemption" solely to consider the effects of rate structure options on this category. Also, the average impervious area per dwelling unit for Single Family - Small and Single Family - Large were based on the 20<sup>th</sup> and 80<sup>th</sup> percentile, respectively. Also, the parcel database included single family parcels (DOR Code 01) with more than one dwelling unit (usually a home with one or more mobile home). These parcels were separated in Table 4-1.

A snapshot of each of the worksheets (tabs in an Excel file) is provided in the **Appendix**.

### 4.3 Stormwater Program Needs

**Table 4-2 Leon County, Florida Stormwater Utility Update  
Summary of FY13 Program Costs**

Program Element	Future Budget	% of Total
Engineering & Permitting	\$1,350,000	26.2%
Operations & Maintenance	\$1,800,000	35.0%
Capital Improvement Program	\$2,000,000	38.8%
Total	\$5,150,000	100.0%

With the help of County staff, the program costs for the County were estimated and projected for potential future levels of service scenarios. **Table 4-2** provides a summary of the existing stormwater

program needs for the management and O&M costs for the County. The costs were separated in this fashion to allow various revenue sources to pay for various components of the program. In the lower part of the table, as an alternative, an additional \$2 million has been included at the request of the County staff to consider the funding of capital projects independent of the general fund, grants or sales taxes.

### 4.4 Rate Structure Alternatives – Unincorporated County

As noted previously, most of the stormwater utilities in the United States are based on the impervious area of the customer's property. Actually, the majority of stormwater utilities have a uniform rate for all residential and nonresidential parcels, with the residential customer's fee based on the number of dwelling units and the nonresidential customer's fee based on the impervious area. The purpose of this section is to discuss the alternatives for the stormwater utility rate structure. Alternatives include uniform and variable rates for both residential and non-residential customers, exemptions, and credits.

To compare the fiscal consequences of each alternative considered, the option was compared to the results for the existing rate structure. This structure includes 1 billing unit (known as an SFU, see below) for each dwelling unit associated with residential parcels and a calculated number of billing units for non-residential parcels based on their respective impervious areas. Using the current rate structure, the estimated number of billing units (or SFUs) is 49,081 based on an updated average single family unit impervious area (see below).

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#### 4.4.1 Equivalent Units

In order to provide an equitable measure of impervious areas for both residential and non-residential developed parcels, stormwater utilities have used an equivalent or base unit to measure the impervious areas by a uniform basis. Similar to other types of utilities, the equivalent unit for a stormwater utility is the relative amount of contribution of a fee payer compared to a residential unit. In other words, the residential unit is the base for the utility fee.

Two methods of defining the equivalent or base unit have been employed in Florida. The first is named the Single Family Unit Equivalent, or SFU. As expected by the name, a SFU is defined as the average or median impervious area for single family detached residences within the county. The current value used as the SFU is 2,723 square feet, based on an analysis completed prior to the adoption of the original ordinance in 1991. From the recent information obtained from the County, this method results in a median value of 3,272 square feet for the County. The second method, known as Equivalent Residential Unit or ERU, is based upon the average or median impervious area for all residential unit types including single family, multifamily, apartments and mobile homes. For Leon County, the average impervious area for all residential parcels is 3,553 sq. feet, not significantly different than the SFU value (9 percent increase).

From the rate model, the number of SFUs is 49,081 billing units, while, for the ERU method, there are 48,420 billing units (a 1.3 percent decrease). The difference is because, while the residential SFUs stay the same, the nonresidential billing units are based on a slightly larger denominator.

It should be emphasized that the choice of the SFU or ERU base is subject to the policy decisions of the County and that different communities around the U.S. have chosen differently. In Florida, the 2011 FSA Survey, within which all 10 counties were respondents, reports that 50 percent of the 10 counties with assessments or fees use the SFU base and 30 percent use the ERU base (20 percent use some other equivalent). For all cities and counties (81 respondents), 61 percent use the SFU, 30 percent use the ERU and 9 percent use another method. In the case of Leon County, 73.4 percent of the dwelling units are single family which leads to the result that an SFU Equivalent seems appropriate.

#### 4.4.2 Uniform or Tiered Residential Rates

Many utilities have the residential customer pay in relation to the number of dwelling units for the customer. A single family unit is assigned 1 SFU and a duplex is assigned 2 SFUs, for example. In Florida, 70 percent of counties use this method. Two other options are possible: variable single family rates and uniform rates by residential type. Each of these is considered below.

**Tiered Single Family Rates.** For this alternative, single family (and for that matter all residential customers) would be assigned a fee based on the impervious area of their property in the same manner as the nonresidential properties. The purpose of this would be to have a fee directly related to amount of impervious area on each customer's property. Most stormwater assessment datasets do not have the impervious area readily available – the Leon County GIS does. That is, using the footprint plus appurtenances and some extra features, a value for impervious area for single family can be defined. The driveway is excluded but can be added as a unit average number. Therefore, impervious area data for each single family parcel is not a significant limitation in the County.

There are some stormwater utilities that have a tiered structure for single family units to recognize that some single family properties are very small and some are extremely large. If each is assigned a fee based on 1 SFU, then the small properties may appear to pay too much and the large properties appear to pay too little. Previous studies in the US have shown that when the ratio of the 90<sup>th</sup>

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percentile to the 10<sup>th</sup> percentile is greater than 2.5, a tiered structure can be justified. In the case of Leon County, the ratio of the 90<sup>th</sup> percentile and 10<sup>th</sup> percentile is 4.05, a value which suggests a tiered methodology.

**Table 4-3 Leon County, Florida Stormwater Utility Update  
Potential Tiered Single Family Rate Structure**

Category	Minimum Impervious Area (sq ft)	Maximum Impervious Area (sq ft)	No. of Parcels	Total Impervious Area (sq ft)
Small	0	1,629	2,426	2,861,836
Medium	1,629	7,096	19,412	60,546,853
Potential Special Adjustment - Medium	1,629	7,096	2,865	9,274,280
Large	7,097	9,999	1,547	22,686,379
Very Large	10,000	53,930	880	11,707,829
Total			27,130	107,177,177

To use a tiered structure, the impervious area of every single family unit would be needed. A possible structure is shown below based on the median, Small (10<sup>th</sup> percentile) and Large (90<sup>th</sup> percentile) values of the measured properties. The Very Large Single Family parcels are those with impervious areas equal to or

greater than 10,000 square feet. The SFUs for the each tier is the midpoint impervious area in the range divided by the median value (3,246 square feet), and the SFUs for the large tier is recommended to be based on impervious area divided by the median value, in the same manner as is non-residential parcels. Also, because many of the public tend to believe that very large home need to pay more, homes greater than 10,000 square feet can be billed as a commercial property is (i.e., based on impervious area). Table 4-3 shows a potential tiered structure using the 10<sup>th</sup> and 90<sup>th</sup> percentile values. It should be noted that the Disabled Veterans or Low Income Senior SF that may receive a special adjustment (see below) were assumed to be within the Medium Category.

If a tiered structure with Small, Medium and Large SF parcels is used, there would a 5.5 percent increase in revenue as the large single family parcels generally generate revenue to compensate for the small ones. If the very large single family tier is considered, additional SFUs are generated (an 8.5 percent increase in revenue).

Table 4-1 summarizes the information for SF (single-family) parcels with either a disabled veterans or senior low income credits. The rate model simulated the revenue consequences if such parcels had reduced fees. While the rate model can be modified for various percentages, for the rate structure analysis, a reduction of 50 percent (that is, the parcels are assigned 50 percent of the other SF fees) was used. Since parcels cannot be exempted from a non-ad valorem assessment other than provided in state law, these fees can only be offset by a credit from the County through another revenue source such as the General Revenue. The overall rate would stay the same for all other parcels and the credited SF parcels would be funded by a subsidy based on 1,432 SFUs times the chosen rate.

**Non-Single Family Residential Fees Based on Impervious Areas.** As an alternative to the non-SF residential parcels which in this report refers to Multifamily, Mobile Homes and Miscellaneous Residential to be based on dwelling unit (the most administratively simple alternative), the non-SF residential parcels may be addressed in the same manner as the nonresidential; that is, tiered based on total impervious area. According to the parcel dataset summarized in Table 4-1, there are estimated to be 7,948 non-SF dwelling units in the unincorporated County (22% of the total residential dwelling units) excluding Single Family with more than 1 dwelling unit. Using the average impervious areas for each non-SF type, the ratio to that for Single Family is as follows:

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**Table 4-4 Leon County, Florida Stormwater Utility Update  
Potential Tiered Residential Rates**

Average Residential Type	Percent of Impervious	SFU's Single Family	Per DU
Single Family	3,272	100%	1.0*
Single Family w/>1 DU	2,610	80%	1.0*
Multifamily	2,141	65%	0.7
Mobile Homes	2,061	63%	0.6
Misc. Residential	2,494	76%	0.8

\*Note: this can be 1 SFU per unit or tiered.

For this option, Single Family would be assigned 1 SFU or based on a tiered structure and other non-SF parcels would be assigned less than one SFU per DU. For example, a multifamily parcel with 10 dwelling units would be assigned 10 times 0.7 or 7 SFU's.

According to the FSA 2011 Survey, 70 percent of the counties and 58 percent of all SWU in Florida have a rate structure with multifamily customers assigned the same number of billing units as the single family customers (i.e., 1 SFU per dwelling unit).

#### 4.4.3 Nonresidential Rates

Nonresidential customer rates for adopted stormwater utilities in the United States are almost always related to the impervious area of the property. For most utilities, the actual impervious area is measured or inferred for each nonresidential parcel, and the ERU assignment is the parcel's impervious area divided by the residential equivalent. An alternative to this is to assign nonresidential property types a percent imperviousness based on literature values or a statistically measured sample of imperviousness. However, in the case of the County, all of the non-residential parcels have impervious area measured and these data are already part of the assessment database; therefore, other less accurate rate structures (e.g., percent imperviousness assigned) are not supported.

The FSA 2011 Survey shows that 83 percent of the respondents use an impervious area for fee setting, 7 percent use pervious and impervious area, and 10 percent use other methods (such as intensity of development). For counties, 60 percent use impervious area, 20 percent use the gross area, and 20 percent use either intensity of development or other methods

#### 4.4.4 Adjustments and Credits

Exemptions and credits are related to a reduction in the fee for a customer due to a reduction of the services provided to the customer. For an exemption, all or some of the fee is eliminated because of special circumstances, such as a reduction in imperviousness due to a portion of the property not draining to the County's stormwater system. A credit on the other hand is related to the reduction in fees due to special action taken by the fee payer to reduce the need for stormwater services such as the design, construction and maintenance of a stormwater pond that reduces both stormwater flows and pollutants associated with runoff. In both cases, however, the amount of the reduction can depend on the services being provided the customer.

As noted in Section 2, the three basic services of any stormwater program are Engineering & Permitting which includes NPDES compliance, operation and maintenance (O&M), and capital improvements (CIP). For a total LOS C recommended program costing \$5,150,000 annually (see Table 4-2), the portions of each component are as follows:



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<u>Program Component</u>	<u>Cost</u>	<u>Percent</u>
Engineering & Permitting	\$1,350,000	26.2%
Operation & Maintenance	\$1,800,000	35.0%
Capital Improvement Program	\$2,000,000	38.8%

The Engineering & Permitting costs for any particular customer would be the same regardless of the presence of private BMPs on the property because these costs relate to general services received by all; thus for an example, the maximum potential credit allowed could be about 73.8 percent (the sum of percentages for O&M and CIP). For this program, this value has been rounded up to 75 percent. If a customer has a stormwater facility that reduces the runoff and treats stormwater pollutants, the O&M and CIP services provided by the County would be reduced. For this reason, the amount of the reduction for credits should be related to the reduced services provided to the property based on 75 percent for the stormwater utility fee.

#### **Adjustment Based on Control of Stormwater Volume**

One of the adjustments that can be considered is related to the reduction of stormwater runoff to the County's stormwater system. For many stormwater utilities, the only circumstance in which a reduction is meaningful to the overall stormwater system is for the 100-year storm event, a major stormwater quantity level of service measure. The control of stormwater for the 100-year storm event can be accomplished for two characteristics of the event: rate and volume. Rate control allows the total amount of runoff to be discharged to the stormwater system over a prolonged period of time, but does not decrease the volume of runoff. Volume control reduces the total amount of runoff ultimately discharged to the stormwater system.

For the utilities with an adjustment for volume controls, many are related to the 100-year storm event. Control of the volume for a 100-year storm event would be a significant and measurable reduction in the O&M and CIP services provided to a property. As a result, an adjustment based on the control of the 100-year storm volume can be assigned an adjustment for the O&M and CIP portion of the fee, which represents 75 percent for the utility.

It should be noted that these adjustments are related to specific characteristics of the customer's property. An adjustment for the control of the 100-year storm event and the discharge of property runoff to non-municipal stormwater systems requires site specific information. If adjustments for these conditions are allowed by the County, then the customer must petition the County by providing parcel specific, competent and substantial evidence such as photographs or engineering drawings.

#### **Adjustments for Stormwater Facilities Without Volume Controls**

These adjustments are for customers who, except for mitigating circumstances, would have to pay the whole fee. Mitigating circumstances include onsite stormwater facilities that attenuate and treat stormwater runoff. For example, compare three properties: one built with no detention ponds, one built with a detention pond that is not maintained, and the last with a maintained pond. In the first case, stormwater runs off the land uncontrolled and untreated to the County's stormwater system. In the second, while the runoff was originally controlled, due to lack of maintenance, runoff is no longer controlled and is no better than the first case. In the last example, runoff is controlled and treated, thereby reducing the burden on the County's system. Of these three cases, the third clearly has reduced the services that the County needs to provide and deserves a reduction in fee (credit).

## EXHIBIT A



## Section 4 • Rate Structure Analysis

There are a number of methods used to adjust the fees for credits. The most common methods include a percentage reduction and relative reduction. In the percentage reduction, if the customer designs, builds and maintains an on-site stormwater facility, then a straight percentage reduction on the fee based on the O&M and CIP budget components of the revenue needs. For the second, the reduction is relative to an ideal stormwater facility. For example, assuming that to treat stormwater runoff, a property needs 0.1 acre-feet (ac-ft) of storage for every acre of impervious land. The ideal with this assumption for a 10-acre site with 50 percent imperviousness would be 0.5 ac-ft of storage. If this parcel constructs a pond with 0.5 ac-ft, then the site gets the maximum credit. If the actual pond is smaller, then the credit is relative to the ratio of the actual size and the ideal. Clearly, the first method is easier to administer but the second is more site-specific.

Either of the credit methods can be administered by County staff. However, to keep the program simple initially, the percentage reduction should be allowed if credits are authorized. Also, it is important that facilities are maintained annually to retain the credit. Therefore, the credit should require annual certification of maintenance via competent and substantial evidence and should be checked periodically by County staff through random and unannounced site inspection. Furthermore, since the County wishes to encourage the construction and maintenance of private stormwater ponds according to County standards, the 75 percent credit for detention ponds should be allowed only if the pond meets current County code.

A second type of adjustment for stormwater treatment would be for an incentive to reduce stormwater runoff and treat stormwater on site. For example, if a property owner uses Low Intensity Development (LID) techniques (e.g., Directly Connected Impervious Area or DCIA reduction, vegetative buffers, rain gardens, cisterns, etc.) both the runoff volume and the runoff pollutants are reduced, decreasing the effort required by the County to deal with the volume and pollutants. Since on-site stormwater facilities and LID techniques reduce the capital needs of the County, the adjustment should be no more than 33 percent of the separate utility fee. The County is in the process of developing specific LID protocols and methods; it is recommended that this credit should be re-evaluated as part of the rate structure after a standard protocol has been approved.

## 4.5 Consequences of Rate Structure Options

Using the rate model, the number of billing units (a.k.a., SFU) changes depending on the rate structure options chosen. **Table 4-5** provides the revenue consequences for each of the general rate structure options in comparison to the existing rate structure (i.e., single family-defined billing unit, 1 billing unit defined for each dwelling unit for all residential parcels, and 1 SFU defined for each 3,272 square feet of impervious area on nonresidential parcels). Each of the options is compared to the SFUs for the existing rate structure.

## EXHIBIT A



## Section 4 • Rate Structure Analysis

**Table 4-5 Leon County, Florida Stormwater Utility Update  
Summary of Consequences for Rate Structure Options**

Option	Total SFU	% Change in SFU from Current
Current Rate Structure	49,081	
ERU Based Fee	48,420	1.4%
Tiered Single Family	51,772	-5.2%
Tiered Single Family w/Large SF Extra	53,223	-7.8%
Variable Non-Single Family	45,663	7.5%
Credit for Pond at 75%	47,348	3.7%
Vacant Parcel is Excluded	47,457	3.4%
Disabled Vets & Low Income Senior	48,365	-2.9%

Most alternative rate structure options increase the fee required to fund the existing program from 1 to 7 percent. The Tiered Single Family alternative slightly decreases the rate and the Tiered Single Family with Extra Large Single Family treated like nonresidential parcels would decrease the fee by almost 7 percent. Also, for the Disabled Veterans and Low Income

Senior parcels, a 50 percent reduction in fee would slightly decrease the number of SFUs.

## 4.6 Urban Services Area Options

During the consideration of the level of service (LOS) for stormwater services, the LOS for properties within the USA and that for properties outside of the USA was considered. Based on discussions with the County staff, it was concluded that the LOS inside and outside the USA were the same for Engineering & Permitting and CIP activities. However, the LOS for O&M services may be less for properties outside of the USA. As noted in Table 4-2, the total existing O&M program costs \$1,800,000. According to County staff, 67 percent of the stormwater facilities are in the USA; assuming the O&M is consistent with the percent of facilities then the O&M costs in the USA are \$1,206,000 and outside the USA the costs are \$594,000. **Table 4-6** below results from using the parcel data from Section 3 (the distribution of SFUs is based on the ratio of total revenues from Tables 3-1 and 3-2).

In this example, while the revenue requirements for the non-USA areas are smaller than for the USA, there are fewer SFU in the non-USA area. This results in a slightly larger fee in the USA area.

**Table 4-6 Leon County, Florida Stormwater Utility Update  
O&M Rate for USA and Non-USA Areas**

Area	Total SFU	Total Revenue Need	Resultant O&M Fee (\$/year/SFU)
USA Parcels	32,303	\$1,206,000	\$39.30
Non-USA Parcels	16,778	\$594,000	\$37.27

EXHIBIT A



## Section 5

### Rate Alternatives

As noted in the level of service (LOS) analysis, the County is subsidizing the stormwater management program each year using general fund revenues. According to County records, the actual subsidy for FY11 was approximately \$1.891 million; the subsidy budget for FY12 was \$2.619 million; projected subsidy budget for FY13 was \$2.985 million. These represent a 38 percent and 14 percent increase over these years.

The purpose of this Section is to show the fiscal and rate consequences to fund the stormwater program (or at least, components of it) over the next 10 years. As noted previously, the County is interested in considering the rate needed to fund the Engineering & Permitting, O&M and CIP programs at levels of \$1.35 million, \$1.8 million and \$2.0 million, respectively, totaling \$5.15 million. One option to fund this program is to authorize a sufficient rate in the first year. Another option is to amortize the rate over a period of 5 years. In either case, the subsidy would be eliminated.

### Rate Model

For the purposes of this analysis, the following rate structure options have been included in the model to consider the rates needed to fund the program defined above:

- Single Family Unit equivalent (SFU);
- Tiered Non-Single Family Residential;
- "Vacant" parcels with impervious area included;
- Disabled Veterans and Low Income Senior Adjustment of 50 percent; and,
- Credits for Stormwater Facilities (75 percent reduction).

For this rate structure, the estimated number of SFU's is 42,686.

### Rate Scenario Results

Based on the number of SFU's, to generate \$5.15 million, the fee would be estimated to be \$140 per SFU per year assuming a 95 collection. If the reduction in fee is offered for Disabled Veterans and Low Income Senior exemptions, the General Fund subsidy required would be \$200,480 (1,432 SFUs times \$140).

To fund the \$5.15 million in 5 years accounting for a 95 percent collection, the fee would start out at \$44 per year per SFU, and increase by \$24 per year per SFU for each of the next 4 years. After 5 years, the ultimate rate would be about \$140 per year per SFU. The rates vary with time since the rate model includes an increase of 1 percent per year in the number of SFU's and a 2 percent increase per year in costs.



EXHIBIT A



Section 5 • Rate Alternatives

A summary of the rate options is provided in Table 5-1 and Table 5-2.

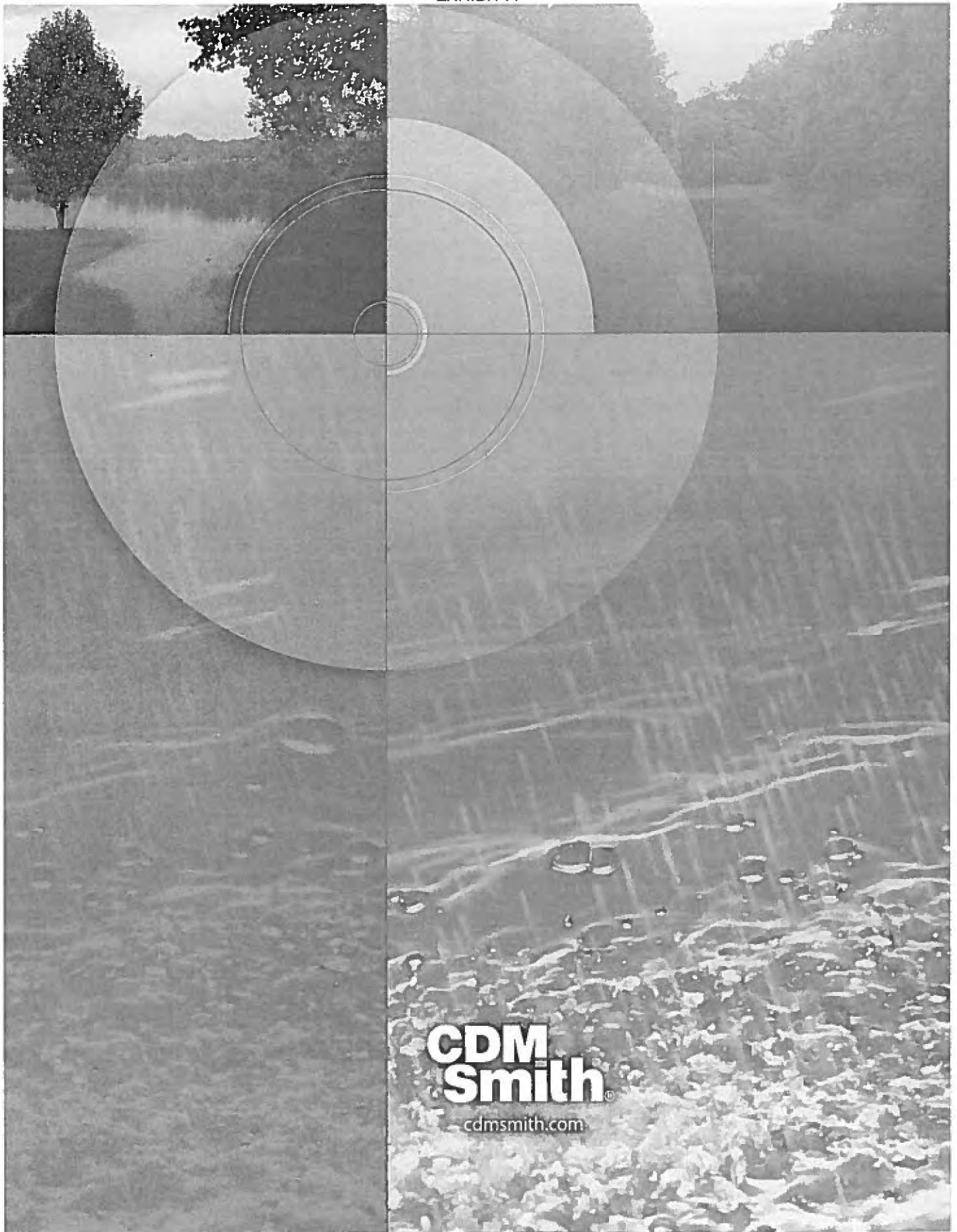
**Table 5-1 Leon County, Florida Stormwater Utility Update Study  
Rate Alternatives to Fund \$3.15 Million Annually**

Year	Revenue	Rate
FY13	\$1,336,310	\$33.33
FY14	\$1,881,363	\$46.00
FY15	\$2,437,183	\$59.00
FY16	\$3,003,931	\$72.00
FY17	\$3,581,770	\$85.00
FY18	\$3,617,588	\$85.00
FY19	\$3,653,764	\$85.00
FY20	\$3,690,302	\$85.00
FY21	\$3,727,205	\$85.00
FY22	\$3,764,477	\$85.00

**Table 5-2 Leon County, Florida Stormwater Utility Update Study  
Rate Alternatives to Fund \$5.15 Million Annually**

Year	Revenue	Rate
FY13	\$1,781,747	\$44.00
FY14	\$2,781,145	\$68.00
FY15	\$3,800,353	\$92.00
FY16	\$4,839,666	\$116.00
FY17	\$5,899,386	\$140.00
FY18	\$5,958,380	\$140.00
FY19	\$6,017,964	\$140.00
FY20	\$6,078,144	\$140.00
FY21	\$6,138,925	\$140.00
FY22	\$6,200,314	\$140.00

EXHIBIT A



**EXHIBIT B**  
**RATE SCHEDULE**

Property Use Category	Unit of Measurement Applied	Assessment Rate
Residential	Single Family Unit	\$85
Residential	Single Family-Multi Dwellings/Other	\$68
Residential	Multi Family Structures	\$60
Residential	Mobile Homes	\$51
Non-Residential	Total Square Feet of Impervious Area Divided by 3,272 Sq. Ft. (Single Family Unit Equivalent)	\$85
<p>A Single Family Unit Equivalent, or SFU is defined as the average or median impervious area for single family detached residences within Leon County. From the most recent statistical data obtained, this method results in a median value of 3,272 square feet for Leon County. Therefore, one SFU equals 3,272 Sq. Ft.</p>		

**EXHIBIT 2**

**STORMWATER MANAGEMENT SERVICES AND FACILITIES  
NON-AD VALOREM ASSESSMENT ROLL**

Due to the voluminous nature thereof, the assessment roll is not attached to this Resolution in this Agenda Item but has been made available for public inspection in the office of the County Administrator and will be attached hereto upon adoption.





DR-408A  
N. 02/91

## **CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL**

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of Leon Cty. Bd. of County Commissioners, located in Leon County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 19th day of June, 2018.  
year

\_\_\_\_\_  
Chairman of the Board or authorized agent  
of Leon County Board of County Commissioners  
Name of local government

\_\_\_\_\_  
Leon County, Florida

## **NOTICE OF PUBLIC HEARING**

Notice is hereby given, pursuant to Section 197.3632(4)(b), Florida Statutes, that the Board of County Commissioners of Leon County, Florida (the "Board"), will conduct a public hearing on Tuesday, June 19, 2018, 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 the adoption of a stormwater management services and facilities non-ad valorem assessment roll for the subject parcels of improved real property located within the unincorporated area of Leon County, Florida.

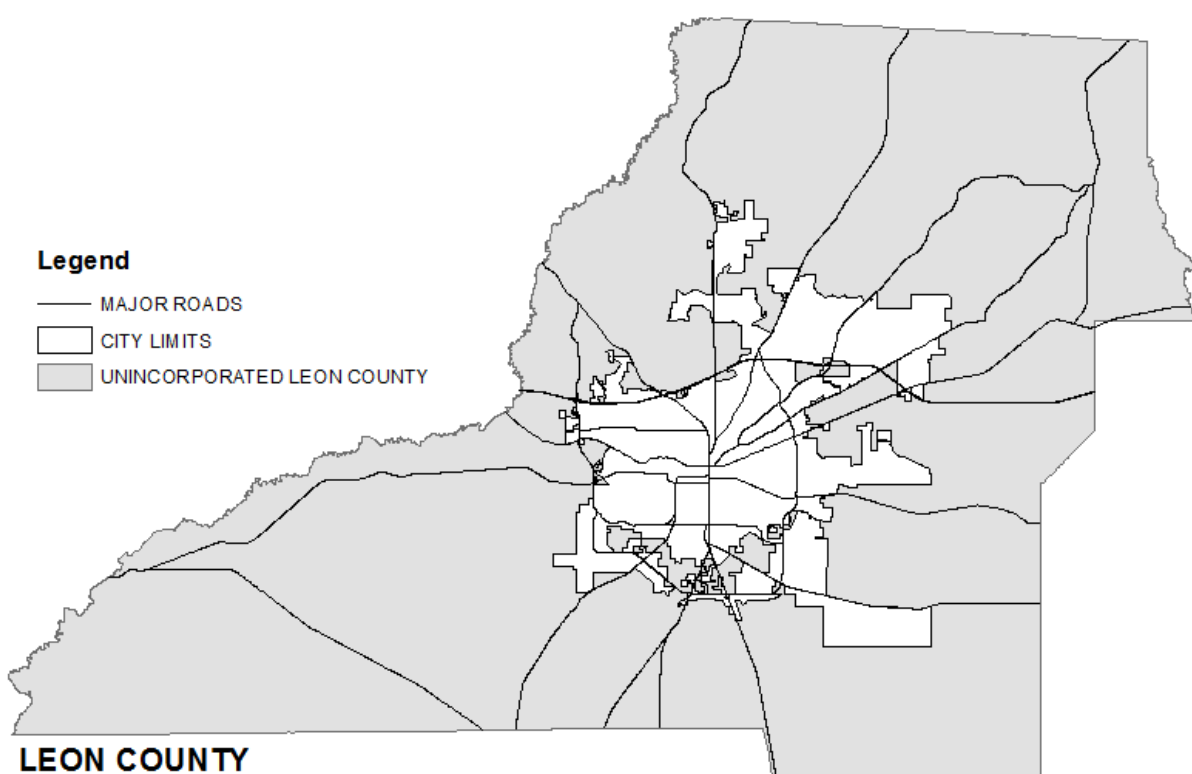
The purpose of the assessment is to equitably recover costs incurred for providing and funding County stormwater management services and facilities, including but not limited to, flood prevention and response; construction of stormwater treatment facilities; stormwater pond maintenance; and water quality monitoring, to benefit improved parcels of property located within the unincorporated area of Leon County (geographic depiction of the property subject to the assessment is set forth below). The assessment shall be collected annually by the Leon County Tax Collector.

All interested parties are invited to present their comments at the public hearing at the time and place set out above. All affected property owners have the right to appear at the public hearing, and have the right to file written objections with the Board within 20 days of the publication of this notice.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this public hearing should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the date of the public hearing. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), or 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Advertise: May 29, 2018



**Leon County  
Board of County Commissioners**

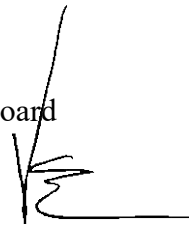
**Notes for Agenda Item #25**

# Leon County Board of County Commissioners

## Agenda Item #25

June 19, 2018

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

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

**Title:** First and Only Public Hearing to Approve the Proposed Resolution Adopting the Solid Waste Disposal Services Non-ad Valorem Assessment Roll and Authorize the Certification of the Entire Roll to Tax Collector

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

### **Statement of Issue:**

As required by Florida Statutes, this Public Hearing provides for the adoption of an assessment roll for all properties being assessed for the first time, and certification of the entire assessment roll for Solid Waste Disposal Services.

### **Fiscal Impact:**

This item has a fiscal impact. This non-ad valorem special assessment generates revenue in the amount of \$1,490,056 that is contemplated in the proposed FY 2018/2019 budget.

### **Staff Recommendations:**

Option #1: Conduct the first and only public hearing and approve the proposed Resolution adopting the Solid Waste Disposal Services Non-Ad Valorem Assessment Roll (Attachment #1), and authorize the certification of the entire Roll to the Tax Collector (Attachment #2).



Title: First and Only Public Hearing to Approve the Resolution Adopting the Solid Waste Disposal Services Non-ad Valorem Assessment Roll and Authorize the Certification of the Entire Roll to Tax Collector

June 19, 2018

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## **Report and Discussion**

### **Background:**

Section 18-164, Leon County Code of Laws provides that, prior to October 1<sup>st</sup> of each year, the Board of County Commissioners shall 1) adopt a budget for the operation and maintenance of the Solid Waste Management System; and 2) adopt a resolution incorporating a determination of annual fees, rates, charges, or assessments for disposal service to be imposed upon the owners of improved residential real property in the service area.

Section 197.3632, Florida Statutes, requires that the Board of County Commissioners hold a public hearing and adopt an assessment roll for all properties being assessed for the first time, and certify the entire assessment roll to the Tax Collector by September 15th.

### **Analysis:**

The annual disposal service charge is applied to all single-family residences, with the exception of apartment complexes, mobile home parks, and public lodging establishments that are served by commercial garbage service. The annual disposal service charge covers the cost of transporting, processing and disposing of solid waste. On August 28, 2012 the Board established the annual disposal service charge of \$40.00, which remains in effect annually, thereafter, until such time the Board determines otherwise. No changes are recommended for the FY 2018/19 annual disposal service charge.

The public hearing was advertised in the Tallahassee Democrat at least 20 days prior to the hearing, according to Florida Statute (Attachment #3). Additionally, a first-class U.S. mail notice was sent to 327 owners of property subject to the disposal service charge for the first time.

The proposed assessment roll has been made available for public inspection at the County Administration offices located at the fifth floor of the County Courthouse. However, it has not been attached to this item due to the voluminous nature thereof. The assessment roll contains the name of the owner, the parcel identification number, the parcel address, and the amount of the assessment. Written comments and objections filed by affected property owners, if any, have been compiled and likewise have been made available for public inspection in the County Administration office.

The proposed Resolution adopting the Solid Waste Disposal Services Non-ad Valorem Assessment Roll for all properties subject to the assessment for the first time (Attachment #1), and the Certificate to the Assessment Roll to the Tax Collector (Attachment #2), are included for the Board's consideration.

Not adopting the Non-ad Valorem Assessment Roll for Solid Waste Disposal Services will create a budget impact in the amount of \$1,490,056 for Fiscal Year 2018/2019.

Title: First and Only Public Hearing to Approve the Resolution Adopting the Solid Waste Disposal Services Non-ad Valorem Assessment Roll and Authorize the Certification of the Entire Roll to Tax Collector

June 19, 2018

Page 3

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**Options:**

1. Conduct the first and only public hearing and approve the proposed Resolution adopting the Solid Waste Disposal Services Non-ad Valorem Assessment Roll (Attachment #1), and authorize the certification of the entire Roll to the Tax Collector (Attachment #2).
2. Conduct the first and only public hearing and do not approve the proposed Resolution adopting the Solid Waste Disposal Services Non-ad Valorem Assessment Roll.  
*(This action would require changes to the FY 2018/2019 proposed budget.)*
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Proposed Resolution adopting the Solid Waste Disposal Services Non-ad Valorem Assessment Roll
2. Certificate of the entire Solid Waste Disposal Services Non-ad Valorem Assessment Roll to the Tax Collector
3. Notice of Public Hearing

**RESOLUTION NO. R18-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, ADOPTING THE SOLID WASTE DISPOSAL SERVICES NON-AD VALOREM ASSESSMENT ROLL; PROVIDING FOR CERTIFICATION OF THE ROLL TO THE TAX COLLECTOR; AND PROVIDING AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, on June 25, 1995, the Board of County Commissioners enacted the Solid Waste Disposal Ordinance, which authorizes the Board to establish an *Annual Disposal Service Charge* for the disposal of solid waste, which is an annual special assessment imposed upon each parcel of *Improved Residential Real Property* in the *Service Area* of unincorporated Leon County; and

**WHEREAS**, on August 28, 2012, the Board of County Commissioners adopted a *Rate Resolution* determining the *Annual Disposal Service Charge* for the operation and maintenance of the solid waste disposal system applicable to all *Improved Residential Real Property* located within the *Service Area* of unincorporated Leon County (see Exhibit 1); and

**WHEREAS**, pursuant to Section 18-167, Leon County Code of Laws, and Section 197.3632, Florida Statutes, the Board of County Commissioners has reviewed the solid waste disposal services non-ad valorem assessment roll for conformity with the *Rate Resolution*; and

**WHEREAS**, the Board wishes to approve and adopt the solid waste disposal services non-ad valorem assessment roll and to certify the roll for collection to the Tax Collector; and

**WHEREAS**, Leon County has provided notice of this public hearing at least twenty days prior to same by first class United States mail and by publication in the *Tallahassee Democrat* advising that a public hearing would take place;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Leon County, Florida, that:

**Section 1. Recitals.** The Recitals to this Resolution are incorporated herein and made a part hereof as if fully set forth below.

**Section 2. Definitions.** For purposes of this Resolution, the definitions contained in section 18-161, Leon County Code of Laws, are incorporated herein by reference.

**Section 3.** Pursuant to Section 197.3632, Florida Statutes, Leon County hereby approves and adopts the solid waste disposal services non-ad valorem assessment roll, which is attached hereto as Exhibit 2 and incorporated herein as if fully set forth below.

**Section 4.** The unit of measurement for the annual solid waste disposal services non-ad valorem assessment is as set forth in the *Rate Resolution*, Resolution No. 2012-37, which is attached hereto as Exhibit 1 and incorporated herein as if fully set forth below, and the amount of the annual solid waste disposal services assessment is as further set forth in Exhibits 1 and 2 for each single family unit of *Improved Residential Real Property* located within the *Service Area* of the unincorporated area of Leon County, for the period commencing October 1, 2012, and continuing each year thereafter until such time as the Board determines.

**Section 5.** The solid waste disposal services non-ad valorem assessment roll is hereby certified to the Tax Collector for collection in accordance with Florida law.

**Section 6.** This Resolution shall be effective upon adoption.



DONE AND ADOPTED by the Board of County Commissioners of Leon County,  
Florida, this 19th day of June, 2018.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Nick Maddox, Chairman  
Board of County Commissioners

ATTESTED BY:

Gwendolyn Marshall, Clerk of Court  
& Comptroller, Leon County, Florida

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

APPROVED AS TO FORM:  
Leon County Attorney's Office

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

**RESOLUTION NO. 2012- 37****A RESOLUTION DETERMINING THE ANNUAL DISPOSAL SERVICE CHARGE FOR THE OPERATION AND MAINTENANCE OF THE SOLID WASTE DISPOSAL SYSTEM APPLICABLE TO ALL IMPROVED RESIDENTIAL REAL PROPERTY LOCATED WITHIN THE UNINCORPORATED AREA OF LEON COUNTY.**RECITALS

WHEREAS, Section 18-165, Leon County Code of Laws, adopted by the Leon County Board of County Commissioners on July 25, 1995, authorizes the Board to impose an annual disposal service charge on all improved residential real property in the service area of Leon County; and

WHEREAS, Section 18-164, Leon County Code of Laws, authorizes the Board to annually adopt a resolution determining the annual disposal service charge to be imposed upon all improved residential real property within the service area; and

WHEREAS, the Board finds that the reasonable costs of providing residential solid waste disposal services within the service area is forty dollars (\$40.00) per single family residential unit per year; and

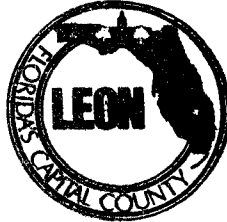
WHEREAS, the Board finds that the annual disposal service charge shall cover the period from October 1, 2012, through September 30, 2013 and annually thereafter until such time as the Board determines otherwise.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, that:

1. The Recitals set forth above are incorporated herein and made a part hereof.
2. The annual disposal service charge for each single family residential unit located within the service area of Leon County is hereby determined and shall be forty dollars (\$40.00) for the period from October 1, 2012, through September 30, 2013, and annually thereafter until such time as the Board determines.

3. This Resolution shall be effective upon adoption.

DONE AND ADOPTED by the Board of County Commissioners of Leon County,  
Florida, this 28th day of August, 2012.



LEON COUNTY, FLORIDA

BY: Akin S. Akinyemi  
Akin Akinyemi, Chairman  
Board of County Commissioners

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

BY: [Signature]

Approved as to Form:  
Leon County Attorney's Office

BY: [Signature]

Herbert W.A. Thiele, Esq.  
County Attorney

**EXHIBIT 2**

**SOLID WASTE DISPOSAL SERVICES  
NON-AD VALOREM ASSESSMENT ROLL**

Due to the voluminous nature thereof, the assessment roll is not attached to this Resolution in this Agenda Item but has been made available for public inspection in the office of the County Administrator and will be attached hereto upon adoption.





DR-408A  
N. 02/91

## **CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL**

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of Leon Cty. Bd. of County Commissioners, located in Leon County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 19th day of June, 2018.  
year

\_\_\_\_\_  
Chairman of the Board or authorized agent  
of Leon County Board of County Commissioners  
Name of local government

\_\_\_\_\_  
Leon County, Florida

## **NOTICE OF PUBLIC HEARING**

Notice is hereby given, pursuant to Section 197.3632(4)(b), Florida Statutes, that the Board of County Commissioners of Leon County, Florida (the "Board"), will conduct a public hearing on Tuesday, June 19, 2018, 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 the adoption of a solid waste disposal system non-ad valorem assessment roll for the subject parcels of improved real property located within the unincorporated area of Leon County, Florida.

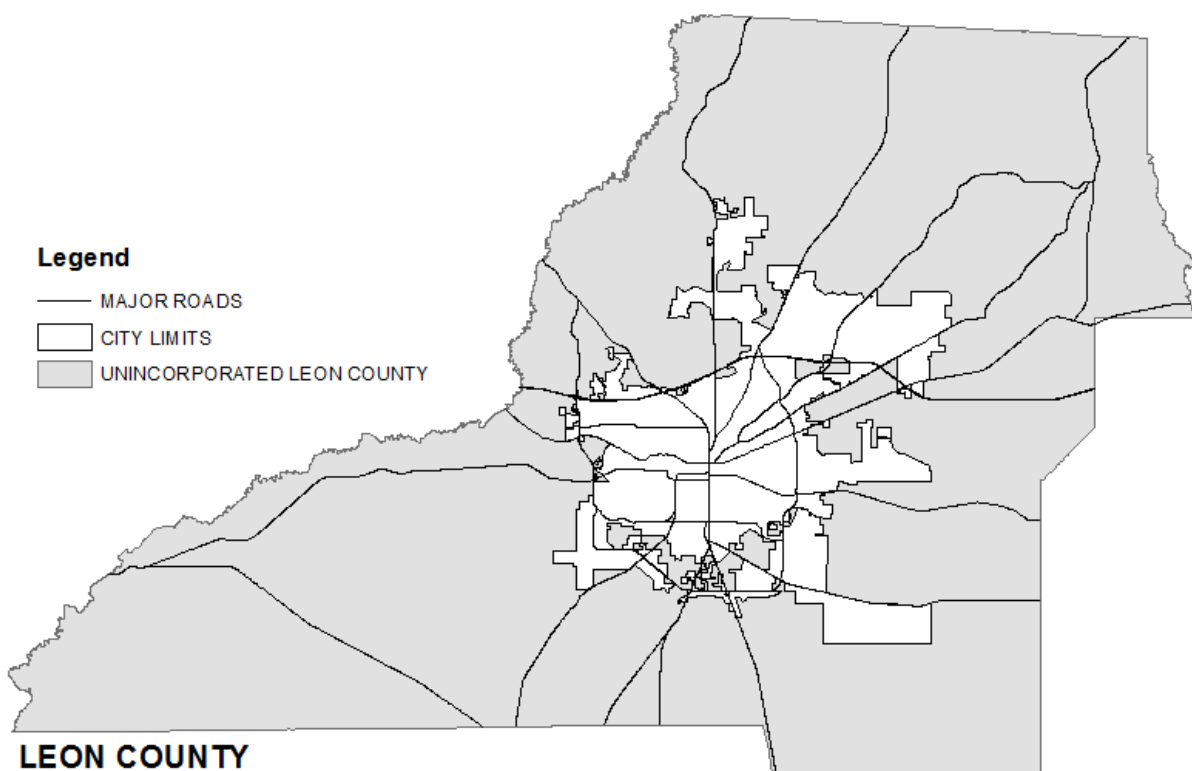
The purpose of the assessment is to equitably recover costs incurred for the construction, operation and maintenance of the solid waste disposal system for the benefit of improved residential parcels of property located within the unincorporated area of Leon County (geographic depiction of the property subject to the assessment is set forth below). The assessment shall be collected annually by the Leon County Tax Collector.

All interested parties are invited to present their comments at the public hearing at the time and place set out above. All affected property owners have the right to appear at the public hearing, and have the right to file written objections with the Board within 20 days of the publication of this notice.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this public hearing should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the date of the public hearing. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), or 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Advertise: May 29, 2018



**Leon County  
Board of County Commissioners**

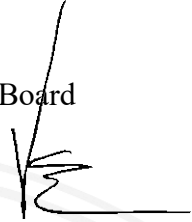
**Notes for Agenda Item #26**

# Leon County Board of County Commissioners

## Agenda Item #26

June 19, 2018

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

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

**Title:** First and Only Public Hearing to Approve the Proposed Resolution Adopting the Fire Rescue Services Non-ad Valorem Assessment Roll and Authorize the Certification of the Entire Roll to the Tax Collector

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

### **Statement of Issue:**

As required by Florida Statutes, this Public Hearing provides for the adoption of an assessment roll for all properties being assessed for the first time, and certification of the entire assessment roll for Fire Rescue Services.

### **Fiscal Impact:**

This item has a fiscal impact. The total estimated collection for the unincorporated area of the Fire Rescue Services Assessment for 2019 is \$7,671,611 of which \$2,379,715 will be placed on property tax bills as an assessment for FY 2019. The remaining amount (\$5,291,896) will be collected by the City of Tallahassee through the City utility bill and quarterly billing.

### **Staff Recommendation:**

Option #1: Conduct the first and only public hearing to approve the proposed Resolution adopting the Fire Rescue Services Non-ad Valorem Assessment Roll (Attachment #1) and authorize the Chairman to certify the entire Roll to the Tax Collector (Attachment #2).



## **Report and Discussion**

### **Background:**

As required by Florida Statutes, this Public Hearing provides for the adoption of an assessment roll for all properties being assessed for the first time, and certification of the entire assessment roll for Fire Rescue Services.

In July 2013, the County and City negotiated a comprehensive amendment to the Interlocal Agreement for purposes of administering and funding the provision of fire suppression, fire prevention, and emergency medical services on a countywide basis. With regard to the fire rescue charge, the County focused on providing future rate certainty and a level of fiscal constraint on the possible growth in the fire rescue charge. To accomplish this, the agreement provides, in pertinent part:

- For FY 2015 the rate remained unchanged; this had the effect of having a constant rate for a total of six years;
- Beginning in FY 2016, for five years, the single family dwelling unit fire rescue charge rate cannot increase more than 15% in total over the five years; and,
- Beginning Oct. 1, 2019 (FY 2020) and continuing for five years, the fire rescue charge rate structure would be developed utilizing an inflationary index.

The Board formally adopted the Fourth Amendment to the Fire and Emergency Services Interlocal Agreement at the May 26, 2015 meeting, which included the second term fire services study and the associated rate resolution.

### **Analysis:**

Under Section 197.3632(9), Florida Statutes, special assessments may be placed on the annual property tax bill as a non-ad valorem assessment irrespective of whether the assessment has previously been collected by another method.

The County has utilized the uniform method for collecting stormwater and solid waste non-ad valorem assessments, as well as to collect assessments related to 2/3 paving and sewer projects. The amount of the assessment imposed will be payable to the Tax Collector.

The County primarily collects the Fire Rescue Services assessment in three ways: City Utility invoice, quarterly direct bill by the City, and the property tax bill. For FY 2019, an additional 475 property owners will have the assessment removed from the quarterly payment system and added to their property tax bill. Of the property owners initially on quarterly billing, 57% or 11,620 have been moved to the property tax bill. These property owners either preferred to pay the assessment on their property tax bill or failed to remain current with their quarterly bills.

The total estimated collection for the unincorporated area for the FY 2019 fire assessment is \$7,671,611; this includes \$5,291,896 collected by the city through utility bills or properties remaining on quarterly billing, and \$2,379,715 as an assessment on the property tax bill.

Title: First and Only Public Hearing to Approve the Proposed Resolution Adopting the Fire Rescue Services Non-ad Valorem Assessment Roll and Authorize the Certification of the Entire Roll to the Tax Collector

June 19, 2018

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A first class mail notice was sent to each property owner subject to the non-ad valorem assessment for fire rescue services for the first time, and/or those who have failed to pay the assessment under the billing services provided by the City of Tallahassee, in accordance with the requirements of Section 197.3632(4) (b), Florida Statutes.

The proposed assessment roll has been made available for public inspection at the County Administration offices located at the fifth floor of the County Courthouse. However, it has not been attached to this item due to the voluminous nature thereof. The assessment roll contains the name of the owner, the parcel identification number, the parcel address, and the amount of the assessment. Written comments and objections filed by affected property owners have been compiled and likewise have been made available for public inspection in the County Administration office.

The proposed Resolution adopting the Fire Rescue Services Non-ad Valorem Assessment Roll for all properties subject to the assessment for the first time (Attachment #1), and the Certificate to the Assessment Roll to the Tax Collector (Attachment #2), are included for the Board's consideration.

Not adopting the Non-ad Valorem Assessment Roll for Fire Rescue Services will create a budget impact in the amount of \$7,671,611 for Fiscal Year 2019.

**Options:**

1. Conduct the first and only public hearing to approve the proposed Resolution adopting the Fire Rescue Services Non-ad Valorem Assessment Roll (Attachment #1) and authorize the Chairman to certify the entire Roll to the Tax Collector (Attachment #2).
2. Conduct the first and only public hearing and do not approve the proposed Resolution adopting the Fire Rescue Services Non-ad Valorem Assessment Roll.  
(*This action would require changes to the FY 2018/2019 proposed budget.*)
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Proposed Resolution adopting the Fire Rescue Services Non-ad valorem Assessment Roll for the Fire Assessment
2. Certificate of the entire Fire Rescue Services Non-ad Valorem Assessment Roll to the Tax Collector
3. Notice of Public Hearing Fire Rescue Services Assessment

**RESOLUTION NO. R18-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
OF LEON COUNTY, FLORIDA, ADOPTING THE FIRE RESCUE  
SERVICES NON-AD VALOREM ASSESSMENT ROLL; PROVIDING  
FOR CERTIFICATION OF THE ROLL TO THE TAX COLLECTOR;  
AND PROVIDING FOR AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, on February 26, 2009, Leon County and the City of Tallahassee entered into an Interlocal Agreement for the provision of fire suppression, fire prevention and emergency medical services county-wide commencing October 1, 2009; and

**WHEREAS**, the Interlocal Agreement by and between Leon County and the City of Tallahassee provides for the funding and payment of *Fire Rescue Services* by means of the levy and collection of special assessments upon benefited property; and

**WHEREAS**, on March 19, 2009, the Board of County Commissioners enacted an ordinance amending Chapter 7, Leon County Code of Laws, relating to the provision and funding of *Fire Rescue Services*; and

**WHEREAS**, on May 26, 2015, the Board of County Commissioners adopted a *Fire Rescue Assessment Rate Resolution* levying and imposing upon each improved parcel of nongovernmental property located within the unincorporated area of the County an assessment in an amount found to be reasonably related to the cost of providing *Fire Rescue Services* to such property and thereby providing an equitably corresponding special benefit to such property; and

**WHEREAS**, pursuant to Section 197.3632, Florida Statutes, the Board of County Commissioners has reviewed the fire rescue services non-ad valorem assessment roll for conformity with the *Fire Rescue Assessment Rate Resolution*; and

**WHEREAS**, the Board wishes to approve and adopt the fire rescue services non-ad valorem assessment roll and to certify the roll for collection to the Tax Collector; and

**WHEREAS**, Leon County has provided notice of a public hearing at least twenty days prior to same by first class United States mail and by publication in the *Tallahassee Democrat* advising that a public hearing would take place.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Leon County, Florida, that:

**Section 1.**     Recitals. The Recitals to this Resolution are incorporated herein and made a part hereof as if fully set forth below.

**Section 2.**     Definitions. For purposes of this Resolution, the definitions contained in section 7-39, Leon County Code of Laws, are incorporated herein by reference.

**Section 3.**     Pursuant to Section 197.3632, Florida Statutes, Leon County hereby approves and adopts the fire rescue services non-ad valorem assessment roll, which is attached hereto as Exhibit 2 and incorporated herein as if fully set forth below.

**Section 4.**     The unit of measurement for the fire rescue services non-ad valorem assessment is as set forth in the *Fire Rescue Assessment Rate Resolution*, R15-20, which is attached hereto as Exhibit 1, and incorporated herein as if fully set forth below. The amount of the fire rescue services assessment for each subject parcel of property is as further set forth in Exhibit 2, also attached hereto and incorporated herein as if fully set forth below. The *Fire Rescue Assessment* shall be and is hereby imposed annually commencing October 1, 2015, and continuing each year thereafter until such time as changed or discontinued by the Board.

**Section 5.**     The fire rescue services non-ad valorem assessment roll is hereby certified to the Tax Collector for collection in accordance with Florida law.



**Section 6.** This Resolution shall be effective upon adoption.

Done and adopted by the Board of County Commissioners of Leon County, Florida, this  
19th day of June, 2018.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Nick Maddox, Chairman  
Board of County Commissioners

ATTESTED BY:

Gwendolyn Marshall, Clerk of Court  
& Comptroller, Leon County, Florida

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

APPROVED AS TO FORM:  
Leon County Attorney's Office

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

**RESOLUTION NO. 15-20**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS RELATING TO THE PROVISION AND FUNDING OF FIRE RESCUE SERVICES; PROVIDING FOR RECITALS; PROVIDING FOR AUTHORITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR A RESOLUTION; PROVIDING FOR PROVISION OF FIRE RESCUE SERVICES; PROVIDING FOR GENERAL LEGISLATIVE DETERMINATIONS; PROVIDING FOR FIRE RESCUE CHARGE; PROVIDING FOR EXEMPT PROPERTY; PROVIDING FOR LIEN; PROVIDING FOR COLLECTION OF FIRE RESCUE CHARGE; PROVIDING FOR FINAL ADJUDICATION AND PROVIDING AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, the County desires to continue to provide fire rescue services, facilities and programs, hereafter "*fire rescue services*," in the most efficient manner possible in order to promote the health, safety and general welfare of its citizens; and

**WHEREAS**, the County desires to maintain a uniform financial mechanism for the funding of such *fire rescue services* to its citizens on an equitable basis; and

**WHEREAS**, the City of Tallahassee and the County have entered into an Interlocal Agreement to administer the provision of and funding for *fire rescue services*; and

**WHEREAS**, the Interlocal Agreement by and between the City of Tallahassee and the County provides for the funding and payment for *fire rescue services* by means of the levy, imposition and collection of special assessments upon benefited *nongovernment property* and the imposition of fire rescue fees on *government property*; and

**WHEREAS**, on March 19, 2009, the Board of County Commissioners enacted an ordinance amending Chapter 7, Leon County Code of Laws, relating to the provision and funding of *fire rescue services*; and

**WHEREAS**, the Board of County Commissioners desires to adopt a *fire rescue assessment rate resolution* and *fire rescue fee rate resolution* pursuant to Chapter 7, Leon County Code of Laws.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Leon County, Florida, that:

**Section 1. Recitals.** The Recitals set forth above are deemed incorporated herein as if fully set forth below.

**Section 2. Authority.** This Resolution is adopted pursuant to the authority granted the County under Article VIII, Section 1, Florida Constitution, Chapter 125, Florida Statutes, the Leon County Charter, Chapter 7 of the Leon County Code of Laws, and other applicable provisions of law.

**Section 3. Definitions.** For purposes of this Resolution, the definitions contained in Section 7-39, Leon County Code of Laws, are incorporated herein by reference as if fully set forth below. In addition, as used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

"*Building area*" means the actual area of a *building* expressed in square feet and reflected on the *tax roll* or, in the event such information is not reflected or is determined not to be accurately reflected on the *tax roll*, that area determined by the County.

"*Code descriptions*" mean the descriptions listed in the *fixed property use codes* and the descriptions listed in the *improvement codes*.

"*Core stations*" are those fire stations located within five road miles of at least two other stations.

"*Commercial property*" means those *tax parcels* with a *code description* designated as "*commercial*" in the *improvement codes*, including those *tax parcels* that meet the definition of *recreational vehicle park* herein.

"*Cost apportionment*" means the apportionment of the *fire rescue cost* among all *property use categories* according to the *demand percentages* established pursuant to the apportionment methodology described in Sections 7.A.3 and 7.B.2 of this Resolution.

"*Cost Factor*" means the factor that represents the varying cost in providing *fire rescue services* to the different *service zones*, as calculated in accordance with Section 7.B of this Resolution.

"*Demand percentage*" means the percentage of demand for *fire rescue services* attributable to each *property use category* determined by analyzing the historical demand for *fire rescue services* as reflected in *incident reports* in the *state database* under the methodology described in Sections 7.A.3 and 7.B.2 of this Resolution.

"*DOR code*" means a property use code established in Rule 12D-8.008, Florida Administrative Code, assigned by the Property Appraiser to *tax parcels*.

"*Dwelling unit*" means (1) a *building*, or a portion thereof, available to be used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only, or (2) the use of land in which lots or spaces are offered for rent or lease for the placement of mobile homes or the like for residential purposes.

"*EMS services*" means those services recorded in *FFIRS* that assign a "type of situation found code" of 3, 300, 311, 320, 321, 321B, 322, 323, 381, 551E, 554, and 661.

"*EMS Cost*" means the amount, other than first response medical rescue services, determined by the County to be associated with *EMS services*.



"*FFIRS*" means the Florida Fire Incident Reporting System maintained by the Florida State Fire Marshal.

"*Fire rescue cost*" means the *fire rescue cost* as defined in Chapter 7 of the Leon County Code of Laws, but specifically excluding any *EMS Cost*.

"*Fire rescue services*" means fire rescue services, facilities and programs.

"*Fire rescue fee*" means a fee for *fire rescue services* provided to each improved parcel of *governmental property* located within the unincorporated area of the County.

"*Fire services property use category*" means the use codes developed for the purpose of assigning a *fire rescue charge* for collection on a *utility bill*.

"*Fixed property use codes*" mean the property use codes used by *FFIRS* as specified in the attached Exhibit A, Appendix B.

"*Improvement codes*" mean the building use codes assigned by the Property Appraiser to *tax parcels* as specified in the attached Exhibit A, Appendix C.

"*Incident report*" means an individual report filed with the Florida State Fire Marshal under *FFIRS* that is not associated with *EMS services*.

"*Industrial/warehouse property*" means those *tax parcels* with a *code description* designated as "*industrial/warehouse*" in the *improvement codes*.

"*Mixed use property*" means a *tax parcel* that contains *buildings* whose use descriptions are capable of assignment under a *code description* in the *improvement codes* in more than one *property use category*.

"*Non-residential property*" means, collectively, *commercial property* and *industrial/warehouse property*.

"*Parcel apportionment*" means the further apportionment of the *fire rescue cost* allocated to each *property use category* by the *cost apportionment* among the *tax parcels* under the methodology established in Sections 7.A.3 and 7.B.2 of this Resolution.

"*Property use categories*" means, collectively, *residential property* and all categories of *non-residential property*.

"*Recreational vehicle park*" means (1) a place set aside and offered by a person, for either direct or indirect remuneration of the owner, lessor, or operator of such place, for the parking, accommodation, or rental of five or more recreational vehicles or tents; and (2) licensed by the Department of Health of the State of Florida, or its successor in function as a "recreational vehicle park" or "lodging park" under Chapter 513, Florida Statutes, as may be amended from time-to-time.

"*Residential property*" means those *tax parcels* designated as "Residential" in the *improvement codes*.

"*Service zones*" mean the geographic areas defined to differentiate between the two levels of *fire rescue services* provided within the County based upon proximity to *core stations*.

"*State database*" means the incident data derived from the *FFIRS incident reports* maintained by the Florida State Fire Marshal.

"*Tax parcel*" means a parcel of property located within the unincorporated area of the County to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

**Section 4. Resolution.** This Resolution shall constitute the *fire rescue assessment rate resolution* and the *fire rescue fee rate resolution* as described in Sections 7-42 and 7-43, Leon County Code of Laws.

**Section 5. Provision of Fire Rescue Services.** The County shall continue to provide *fire rescue services* for the benefit of all parcels of *assessed property* located within the unincorporated areas of the County commencing October 1, 2015. All or a portion of the cost to provide such *fire rescue services* shall be funded from proceeds of the *fire rescue charge*. The remaining cost, if any, required to provide *fire rescue services* shall be funded by available County revenues other than such proceeds.

**Section 6. General Legislative Determinations.** It is hereby ascertained and declared that the *fire rescue services* provide a special benefit to the *assessed property* based upon the following legislative determinations and based upon that certain report entitled "City of Tallahassee and Leon County, Florida, Fire Assessment Memorandum" dated April 14, 2015, prepared by Government Services Group, Inc., which is hereby specifically approved and adopted as Exhibit A, same being attached hereto and incorporated herein as if fully set forth below. Upon the adoption of this Resolution, the legislative determinations ascertained and declared in Sections 7-42 and 7-43, Leon County Code of Laws are hereby ratified and confirmed.

A. It is hereby ascertained, determined, and declared that each parcel of property subject to a *fire rescue charge* located within the unincorporated area of the County, and the owners and occupants of said parcel, will be benefited by the County's provision of *fire rescue services*, in an amount not less than the *fire rescue charge* imposed against such parcel and that such *fire rescue charge*, as computed in a manner as set forth in this Resolution, constitutes a fair and reasonable charge for the provision of *fire rescue services*.

B. The availability and provision of comprehensive *fire rescue services* enhance and strengthen the relationship of such services to the use and enjoyment of the parcels of property.

the market perception of the area and, ultimately, the property and rental values within the assessable area.

C. The Board does hereby find that the various legislative findings and determinations contained herein are found to have existed as of the original imposition of the *fire rescue charge* in 2009 and relate back thereto. Therefore, such findings shall be deemed to have been incorporated in the provisions of Chapter 7, Leon County Code of Laws, adopted March 13, 2009, and Resolution No. 09-16, adopted June 9, 2009, as if they had been set forth fully therein and continued thereafter.

#### **Section 7. Fire Rescue Charges.**

##### **A. Fire Rescue Fee.**

##### **1. Imposition; Legislative Determinations.**

- a. A *fire rescue fee* is hereby imposed upon each improved parcel of *government property* located within the unincorporated area of the County, and which is hereby ascertained, determined, and declared to be reasonably and fairly related to the cost of providing *fire rescue services* to such *government property* and as such the *fire rescue fee* constitutes a fair, reasonable, just, and equitable manner for apportioning and allocating the *fire rescue cost* for *government property*. The *fire rescue fee* imposed hereby is not a special assessment; it is a fee for services available and rendered to *government property*.
- b. Upon the adoption of this Resolution determining the *fire rescue fee* and identifying the *government property* to be billed a *fire rescue fee*, the legislative determinations ascertained and declared in Section 7-42, Leon County Code of Laws, are hereby ratified and confirmed.



- c. It is fair and reasonable to use the *fire services property use category* to assign property use for a *fire rescue fee* because the use codes are most compatible with the system of billing on the City of Tallahassee *utility bill*.
- d. It is fair and reasonable to use the *fire rescue costs* for the development of the *fire rescue fee* and apply the *fire rescue fee* for future fiscal years at the rates established in this Resolution because it is hereby determined that the actual annual cost of providing *fire rescue services*, over the five-year period will be as great as or greater than the *fire rescue fee* established herein.
- e. It is fair and reasonable and consistent with the decision of the Florida Supreme Court in the case of City of North Lauderdale v. SMM Properties, Inc., 825 So.2d 343 (Fla. 2002), to exclude from the *fire rescue costs*, amounts determined to constitute the cost of providing emergency medical services.
- f. Apportioning *fire rescue costs for government property* among classifications of improved *government property* based upon historical demand for *fire rescue services*, but not emergency medical services, is a fair and reasonable method of *cost apportionment* because it reflects the property uses' potential fire risk based upon *building* use and is a reasonable proxy for the amount of fire flow, fire fighters, quantity and size of apparatus, and other special firefighting equipment that must be available in accordance with the County's required standards and practices.
- g. The greater the *building area*, the greater the potential for a large fire and the greater amount of firefighting resources that must be available in the event of

a fire in a structure of that *building's* size. Therefore, it is fair and reasonable to use *building area* as a proxy for determining the *fire rescue fees*.

- h. It is fair and reasonable to not charge a *fire rescue fee* to *government property* that is vacant as evidenced by the cessation of *utility* services. The costs of administering and collecting *fire rescue fees* from such vacant property exceed the anticipated *fire rescue fees* that could be collected from such property.
- i. The *incident reports* are the most reliable data available to determine the potential demand for *fire rescue services* from *government property* use and to determine the benefit to property use resulting from the availability of *fire rescue services* to protect and serve *buildings* located within *government property* and their intended occupants. There exists sufficient *incident reports* documenting the historical demand for *fire rescue services* from *government property*. The *demand percentage* determined for each classification of *government property* by an examination of such *incident reports* is consistent with the experience of the County. Therefore, the use of *demand percentages* determined by an examination of *incident reports* is a fair and reasonable method to apportion the *fire rescue costs* among each classification of *government property*.
- j. The suppression of fire on vacant property primarily benefits the *buildings* within the adjacent improved property by the containment of the spread of fire rather than the preservation of the vacant property. Therefore, it is fair and reasonable not to apportion any of the costs attributed to providing *fire rescue services* to vacant property and the *incident reports* omitted from the *demand percentage* calculation.

- k. The budget is sized based upon its ability to provide *fire rescue services* to *assessed property* within the unincorporated area. Therefore, the level of services required to meet anticipated demand for *fire rescue services* and the corresponding fire services budget required to fund *fire rescue services* provided to non-specific property uses would be required notwithstanding the occurrence of any incidents from such non-specific uses. Therefore, it is fair and reasonable to omit from the *demand percentage* calculation, the *incident reports* documenting *fire rescue services* provided to non-specific property uses and vacant property.
2. Methodology for Determining Fire Rescue Fees. The *fire rescue fees* shall be calculated as follows:
    - a. The number of *incident reports* filed within a sampling period was determined for *government property* and all *property use categories* of *nongovernment property*. The percentages of total *incident reports* allocated to *government property* as compared to total *incident reports* allocated to *nongovernment property* were used to calculate the *fire rescue cost* for *assessed property* and the *fire rescue cost* for *government property*.
    - b. The *fire rescue cost* for *government property* was then apportioned among the *tax parcels* of *government property* as follows:
      1. Add the *building area* of all the *buildings* of *government property* to arrive at the aggregate square footage for *government property*. Any *buildings* that exceed 100,000 square feet of *building area* shall only be included at 100,000 square feet.

2. Divide the *fire rescue cost for government property* by the product of subsection 1. above to arrive at a rate per square foot of *building area* to be charged to *government property*.

3. For each *building of government property*, multiply the applicable square foot rate determined in subsection 2. above by the number of square feet for that *building* and then sum the amounts for all *buildings* on that *tax parcel*.

3. Amount of Fire Rescue Fee.

The *fire rescue cost for government property* is further determined to be a reasonable estimation of a five-year average annual cost of providing *fire rescue services* to *government property*. The amount of the *fire rescue fee* imposed upon *government property for fire rescue services* is specifically based upon the Rate Study, Exhibit A, established pursuant to and in accordance with Section 7-42, Leon County Code of Laws, and shall be as set forth in Exhibit B, Rate Schedule, same being attached hereto and incorporated herein as if fully set forth below, commencing October 1, 2015, annually, until otherwise determined by the Board.

B. Fire Rescue Assessment.

1. Imposition; Legislative Determinations; Cost Apportionment Methodology; Parcel Apportionment Methodology; Amount.

A *fire rescue assessment* is hereby levied and imposed upon each improved parcel of *nongovernment property* located within the unincorporated area of the County, and which is hereby ascertained, determined, and declared to be reasonably related to the cost of providing *fire rescue services* and thereby provides an equitably corresponding special benefit to *nongovernment property*. The *fire*



*rescue assessment* is hereby ascertained, determined and declared to be based upon a reasonable estimation of the five-year average annual cost of providing *fire rescue services* to such *nongovernment property*. It is further ascertained, determined and declared that the *fire rescue assessment* imposed hereby provides a special benefit to and is equitably apportioned among the *assessed property* based upon the special benefit assumptions and apportionment methodology set forth in the Rate Study, Exhibit A, and as further set forth below:

- a. It is further hereby ascertained and declared that the *fire rescue services* provide a special benefit to *nongovernment property*, that is improved by the existence or construction of a *building*, based upon the following legislative determinations:
  1. *Fire rescue services* enhance the use and enjoyment of improved property, which constitutes a special benefit to *owners*, commercial tenants, residential tenants, and occupants by the following:
    - a) Protecting the value of the improvements, structures, and contents through the provision of available *fire rescue services*;
    - b) Protecting the life and safety of occupants, residential tenants and commercial tenants, in the use and enjoyment of the improvements and structures within improved parcels; and
    - c) Lowering the cost of fire insurance, including renter's insurance and property coverage for the repair and replacement of contents of improvements and structures within the improved parcels, by the presence of a professional and comprehensive fire services program within the unincorporated area of the County.

2. The *fire rescue services* enhance the use and enjoyment of commercial tenants by protecting the continued commercial operations within improved parcels of property within the unincorporated area of the County.
  3. The *fire rescue services* enhance the value of business and commercial interests, which accrues to *owners* and lessees, by protecting the continued commercial operations within improved parcels of property within the unincorporated area of the County.
  4. The legislative determinations of special benefit ascertained arising from the *fire rescue services*, as set out and declared in Section 7-43, Leon County Code of Laws, are incorporated herein by reference and further ratified and confirmed.
- b. It is fair and reasonable to create *service zones* to reflect the level of service differentiation between a property located in a higher density area that receives fire protection coverage from multiple *core stations* and a property located in an area generally described as rural and typically serviced by a single fire station.
  - c. It is fair and reasonable to use the *improvement codes* and the *DOR codes* for the *cost apportionment* and the *parcel apportionment* because: (1) the *tax roll* database employing the use of such property use codes is the most comprehensive, accurate, and reliable information readily available to determine the property use and *building area* for improved property within the County, (2) the *tax roll* database within such property use codes is maintained by the Property Appraiser and is thus consistent with parcel designations on

- the *tax roll*, and (3) the parcel descriptions on the *tax roll* are not incompatible with the property use descriptions on the City of Tallahassee's *utility* customer database which has been developed and maintained by the City of Tallahassee and which will be used in many instances to bill the *fire rescue assessments*.
- d. The data available in the *improvement codes* is more useful and accurate to determine *building area* than the data maintained in the *DOR codes* because (1) the data maintained in the *improvement codes* reveals the existence of a *building* with a different use than the use described in the *DOR codes*, (2) the *improvement codes* represent records maintained by the Property Appraiser with the most information relative to *building area* regardless of property use, and (3) the City of Tallahassee *utility* customer database does not contain *building area* data.
- e. It is fair and reasonable and consistent with the decision of the Florida Supreme Court in the case of City of North Lauderdale v. SMM Properties, Inc., 825 So. 2d 343 (Fla. 2002), to exclude from the *fire rescue costs*, amounts determined to constitute the cost of providing *EMS services*.
- f. Apportioning the *fire rescue cost for assessed property* among classifications of improved property based upon historical demand for *fire rescue services*, but not *EMS services*, is fair and reasonable method of *cost apportionment* because it reflects the property uses' potential fire risk based upon *building* use and is a reasonable proxy for the amount of fire flow, fire fighters, quantity and size of apparatus, and other special firefighting equipment that must be available in accordance with the County's required standards and practices..

- g. The cost of responding to fire incidents varies among the *service zones*. Therefore, it is fair and reasonable to use a *cost factor* in calculating the *demand percentages* because it reflects the varying costs that are associated with the responses and services to different *property use categories* based upon average call duration, which accounts for the time that personnel and equipment were out of service.
- h. It is fair and reasonable to use the *fire rescue costs for assessed property* for the development of the *fire rescue assessment* and apply the *fire rescue assessment* for future fiscal years at the rates established in this Resolution because it is hereby determined that the actual annual cost of providing *fire rescue services* over the five-year period will be as great as or greater than the *fire rescue assessment* established herein.
- i. The *incident reports* are the most reliable data available to determine the potential demand for *fire rescue services* from property use and to determine the benefit to property use resulting from the availability of *fire rescue services* to protect and serve *buildings* located within the *assessed property* and their intended occupants. There exists sufficient *incident reports* documenting the historical demand for *fire rescue services* from *assessed property* within the *property use categories*. The *demand percentage* determined for each *property use category* by an examination of such *incident reports* is consistent with the experience of the City of Tallahassee Fire Department. Therefore, the use of *demand percentages* determined by an examination of *incident reports* is a fair and reasonable method to apportion the *fire rescue costs* among the *property use categories*.



- j. The suppression of fire on vacant property primarily benefits the buildings within the adjacent improved property by the containment of the spread of fire rather than the preservation of the vacant property. Therefore, it is fair and reasonable not to apportion any of the costs attributed to providing *fire rescue services* to vacant property and the *incident reports* documenting historical *fire rescue costs* provided to vacant property were thus omitted from the *demand percentage* calculation.
- k. The budget for *fire rescue services* is sized based upon its ability to provide service to *assessed property* within the unincorporated area. Therefore the level of services required to meet anticipated demand for *fire rescue services* and the corresponding budget required to fund *fire rescue services* provided to nonspecific property uses would be required notwithstanding the occurrence of any incidents from such nonspecific uses. Therefore, it is fair and reasonable to omit from the *demand percentage* calculation the *incident reports* documenting *fire rescue services* provided to nonspecific property uses and vacant property.
- l. It is fair and reasonable to not charge a *fire rescue assessment* to *nongovernment property* that is vacant as evidenced by the cessation of *utility services*. The costs of administering and collecting *fire rescue assessments* from such vacant property exceed the anticipated *fire rescue assessments* that could be collected from such property.
- m. The size or the value of the *residential property* does not determine the scope of the required *fire rescue services* response. The potential demand for *fire*

*rescue services* is driven by the existence of a *dwelling unit* and the anticipated average occupant population.

- n. Apportioning the *fire rescue costs* to *residential property* on a per *dwelling unit* basis is required to avoid cost inefficiency and unnecessary administration and is a fair and reasonable method of *parcel apportionment* based upon historical call data.
- o. The demand for *fire rescue service* availability is substantially the same for all *residential property*; therefore, it is fair and reasonable to use the combined *demand percentages* attributable to all types of *residential property*, both *single family property* and *multi-family property*, to determine *fire rescue assessments* for *residential property*.
- p. The risk of loss and the demand for *fire rescue services* availability is substantially the same for *buildings* below a certain minimum size. Because the value and anticipated occupancy of non-residential *buildings* below a certain minimum size is less, it is fair, reasonable and equitable to provide a lesser assessment burden on improved property containing such *buildings* by the creation of specific *building area* classification ranges for such parcels.
- q. The assessment of *nonresidential property* by square footage classification ranges is fair and reasonable for the purpose of *parcel apportionment* because the demand for fire rescue service, fire flow, fire fighters, quantity and size of apparatus, and other special firefighting equipment is determined and measured by the square footage of structures and improvements within benefited parcels.

- r. The greater the *building area*, the greater the potential for a large fire and the greater amount of firefighting resources that must be available in the event of a fire in a structure of that *building's* size. Therefore, it is fair and reasonable to use *building area* as a proxy for determining the *tax parcel's fire rescue assessment*.
- s. The separation of improved *non-residential property* into *building area* classification ranges is fair and reasonable for the purposes of *parcel apportionment* because: (1) the absence of a need for precise square footage data within the ad valorem tax records maintained by the Property Appraiser undermines the use of actual *building area* within each improved parcel as a basis for *parcel apportionment*; (2) the administrative expense and complexity created by an on-site inspection to determine the actual *building area* within each improved parcel assessed is impractical; (3) the demand for *fire rescue services* availability is not precisely determined or measured by the actual *building area* within benefited parcels; and (4) the classification of parcels within *building area* classification ranges is a fair and reasonable method to classify benefited parcels and to apportion costs among benefited parcels that create similar demand for the availability of *fire rescue services*.
- t. The demand for the availability of *fire rescue services* diminishes at the outer limit of *building* size since a fire occurring in a structure greater than a certain size is not capable of being suppressed under expected conditions and the fire control activities under such circumstances are directed to avoid the spread of the fire event to adjacent *buildings*. Therefore, it is fair and reasonable to

place a cap on the *building area* classification of benefited parcels within *non-residential property*.

- u. In accordance with Section 125.0168, Florida Statutes, which mandates that counties treat recreational vehicle park property as *commercial property* for non-ad valorem special assessments levied by a county, like the *fire rescue assessment*, it is fair and reasonable to treat each space within recreational vehicle park property as a *building on commercial property* and to assign the square footage of 191 square feet, the average size of a recreational vehicle, according to the Florida Association of RV Parks and Campgrounds.

2. Cost Apportionment Methodology for Fire Rescue Assessment.

- a. The number of *incident reports* filed within a sampling period was determined for *government property* and all *property use categories* of *nongovernment property*. The percentages of total *incident reports* allocated to *government property* as compared to total *incident reports* allocated to *nongovernment property* were used to calculate the *fire rescue cost for assessed property* and the *fire rescue cost for government property*.
- b. Next, to correlate the *nongovernment tax parcels* to the *service zones*, the *incident reports* filed within a sampling period were geo-coded on the GIS system map based upon the address provided in the *FFIRS* database.
- c. Based upon such correlation by *service zone*, the number of *incident reports* filed within a sampling period were determined for each *service zone*.
- d. A *cost factor* was then developed and applied to the *incident reports* within each *service zone* based upon the difference in average call duration between



the *service zones* with Zone 1 being assigned a 1.00 weighting *cost factor* and Zone 2 being assigned a 1.26 weighting *cost factor*.

- e. A *demand percentage* was then determined for each *service zone* by calculating the percentage that *incident reports* allocated to each *service zone* bears to the total number of *incident reports* documented for both *service zones* during the sampling period. The *demand percentage* for each *service zone* was then applied to the *fire rescue cost for assessed property* and the resulting product is the cost allocation of that portion of the *fire rescue costs* allocated to each *service zone*.
- f. Using the weighted *incident reports*, fire rescue incidents were assigned within the County to the *property use categories* by correlating the *code descriptions* within the *fixed property use codes* to the *improvement codes* and *DOR codes*.
- g. To correlate the *property use categories* with the *state database*, the *code descriptions* within the *fixed property use codes* similar to *code descriptions* within the *improvement codes* that were used to determine the *property use categories* were identified. Exhibit A, Appendix C contains a designation of *code descriptions* by *property use category* with the *improvement codes*, and Exhibit A, Appendix B contains a designation of *code descriptions* by *property use category* with the *fixed property use codes*. Such correlation between *code descriptions* by *property use category* between the *fixed property use codes* and the *improvement codes* is necessary to allocate the historical demand for *fire rescue services* as reflected by the weighted *incident reports* for *tax parcels* on the *tax roll* within the *property use categories*.

- h. Based upon such assignment of weighted *incident reports* to *property use categories*, the number of weighted *incident reports* filed within a sampling period was determined for each *property use category*. A *demand percentage* was then determined for each *property use category* in each *service zone* by calculating the percentage that weighted *incident reports* allocated to each *property use category* bear to the total number of weighted *incident reports* documented for all *property use categories* within the sampling period. The *demand percentage* for each *property use category* within each *service zone* was then applied to the *fire rescue cost for assessed property* for that *service zone*, and the resulting product is the cost allocation of that portion of the *fire rescue cost for assessed property* allocated to each *property use category* within that *service zone*.
3. Parcel Apportionment Methodology.
  - a. The apportionment among *tax parcels* of *nongovernment property* of that portion of the *fire rescue cost for assessed property* apportioned to each *property use category* within each *service zone* under the *cost apportionment* is consistent with the *parcel apportionment* methodology described and determined herein.
  - b. RESIDENTIAL PROPERTY. For each *service zone*, the *fire rescue assessment* for each *tax parcel* of *residential property* shall be computed by multiplying the *demand percentage* attributable to *residential property* by the *fire rescue cost for assessed property* allocated to the respective *service zone*, dividing such product by the total number of *dwelling units* shown on the *tax*

*roll* within the *service zone*, and then multiplying such quotient by the number of *dwelling units* located on such *tax parcel*.

- c. NON-RESIDENTIAL PROPERTY. The *fire rescue assessments* for each *building of nonresidential property*, except recreational vehicle property, shall be computed as follows for each *service zone*:

1. Respectively, multiply the *fire rescue cost for assessed property* for the applicable *Service zone* by the *demand percentage* attributable to each of the non-residential *property use categories*. The resulting dollar amounts reflect the portions of the *fire rescue services* budget to be respectively funded from *fire rescue assessment* revenue derived from each of the non-residential *property use categories*.

2. Separate each *building* in each of the *nonresidential property use categories* into one of the following square footage categories:

- a) *buildings* with a *building area* of 1,999 square feet or less;
- b) *buildings* with a *building area* between 2,000 square feet and 3,499 square feet;
- c) *buildings* with a *building area* between 3,500 square feet and 4,999 square feet;
- d) *buildings* with a *building area* between 5,000 square feet and 9,999 square feet;
- e) *buildings* with a *building area* between 10,000 square feet and 19,999 square feet;
- f) *buildings* with a *building area* between 20,000 square feet and 29,999 square feet;

- g) *buildings* with a *building area* between 30,000 square feet and 39,999 square feet;
  - h) *buildings* with a *building area* between 40,000 square feet and 49,999 square feet; and
  - i) *buildings* with a *building area* between 50,000 square feet and 59,999 square feet; and
  - j) *buildings* with a *building area* between 60,000 square feet and 69,999 square feet; and
  - k) *buildings* with a *building area* between 70,000 square feet and 79,999 square feet; and
  - l) *buildings* with a *building area* between 80,000 square feet and 89,999 square feet; and
  - m) *buildings* with a *building area* between 90,000 square feet and 99,999 square feet; and
  - n) *buildings* with a *building area* of 100,000 square feet or greater.
3. As to each non-residential *property use category* multiply the number of *buildings* categorized in:
- a) Paragraph (2)(a) of this subsection by 1,000 square feet; and
  - b) Paragraph (2)(b) of this subsection by 2,000 square feet; and
  - c) Paragraph (2)(c) of this subsection by 3,500 square feet; and
  - d) Paragraph (2)(d) of this subsection by 5,000 square feet; and
  - e) Paragraph (2)(e) of this subsection by 10,000 square feet; and
  - f) Paragraph (2)(f) of this subsection by 20,000 square feet; and
  - g) Paragraph (2)(g) of this subsection by 30,000 square feet; and



- h) Paragraph (2)(h) of this subsection by 40,000 square feet; and
  - i) Paragraph (2)(i) of this subsection by 50,000 square feet; and
  - j) Paragraph (2)(j) of this subsection by 60,000 square feet; and
  - k) Paragraph (2)(k) of this subsection by 70,000 square feet; and
  - l) Paragraph (2)(l) of this subsection by 80,000 square feet; and
  - m) Paragraph (2)(m) of this subsection by 90,000 square feet; and
  - n) Paragraph (2)(n) of this subsection by 100,000 square feet.
4. For each non-residential *property use category*, add the products of paragraphs (3)(a) through (3)(n) of this subsection. The sum of these products reflects an aggregate square footage area for each non-residential *property use category* to be used in the computation of *fire rescue assessments*.
5. Divide the product of paragraph 1. of this subsection relative to each of the non-residential *property use categories* by the sum of the products for each non-residential *property use category* described in paragraph 4. of this subsection. The resulting quotient expresses a dollar amount adjusted or weighted per square foot of improved area to be used in computing *fire rescue assessments* on each of the respective non-residential *property use categories*.
6. For each of the non-residential *property use categories*, multiply the resulting quotients from paragraph 5. of this subsection by each of the respective products in paragraphs (3)(a) through (3)(n) of this subsection. The resulting products for each non-residential *property use category*, expresses a series of gross dollar amounts expected to be funded by all *buildings* in the respective non-residential *property use categories* in each of the square footage categories described in paragraph 2. of this subsection.

7. For each of the non-residential *property use categories*, divide each of the respective products of paragraph 6. of this subsection by the number of *buildings* determined to be in each of the square footage categories identified in paragraph 2. of this subsection. The result expresses the respective dollar amounts of the *fire rescue assessments* to be imposed upon each *building* in each of the non-residential *property use categories*.

d. RECREATIONAL VEHICLE PARK PROPERTY. Notwithstanding the procedure in subsection c. above for *non-residential property*, the *fire rescue assessments* for each *tax parcel* of *recreational vehicle park* property shall be computed as follows:

1. Aggregate the amount of square footage for each *tax parcel* of *recreational vehicle park*, with recreational vehicle park spaces, as reported to the Department of Health, at 191 square feet each, mobile home spaces, as reported to the Department of Health, at actual *building area* or 720 square feet each if actual square footage is not available, and actual *building area* for all other *buildings*.

2. Assign the respective dollar amount of the *fire rescue assessments* determined in subsection c. above for *commercial property* for the applicable *service zone* to the comparable aggregated square footage category ranges of *recreational vehicle park* property as calculated in paragraph 1. above. Any aggregated square footage that exceeds 100,000 square feet on a *tax parcel* shall be assigned the *commercial* dollar amount for 100,000 square feet. The result expresses the respective dollar amounts of the *fire rescue assessments* to be imposed upon each *recreational vehicle park* property.

- e. **MIXED USE PROPERTY.** The *fire rescue assessments* for each *tax parcel* classified in two or more *property use categories* shall be the sum of the *fire rescue assessments* computed for each *property use category*.

4. Amount of Fire Rescue Assessment.

The amount of the *fire rescue assessment* levied and imposed upon *nongovernment property* shall be as set forth in Exhibit B, Rate Schedule, commencing October 1, 2015, annually, until otherwise determined by the Board.

**Section 8. Exempt Property.** The *fire rescue assessment* heretofore imposed upon *nongovernment property* shall not be levied nor imposed against property owned or occupied by a “religious institution” as that term is defined in Section 170.201(2), Florida Statutes, to the extent same is used as a place of worship.

**Section 9. Lien.** The *fire rescue assessments* imposed herein shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

**Section 10. Collection of Fire Rescue Charge; Legislative Determinations.** The collection of the *fire rescue charge* shall be made pursuant to and in accordance with Section 7-44, Leon County Code of Laws, and is authorized hereby, commencing October 1, 2015. The use of the *utility bills* for the collection of the *fire rescue fee* and *fire rescue assessment* is a method of collection that is reasonably related and directed to those that derive the benefit received by the property from the provision of *fire rescue services*. The benefit to the property is not solely received by the *owner* of the property but also extends to all intended occupants,

including but not limited to, tenants, leaseholders and others occupying the property. There is a rational nexus between the use of the *utility* bill to collect the *fire rescue fees* and *fire rescue assessments* from the property and the intended occupants of the property, including but not limited to, owners, tenants, leaseholders and others occupying property, and the benefit they derive through the enhancement of their use and enjoyment of the property. The use of *utility* bills for collection also provides a convenient mechanism of payment and further relieving any potential economic burden by providing an opportunity to pay smaller fees in twelve (12) increments annually as opposed to one larger lump sum payment being collected annually.

**Section 11. Final Adjudication.** The adoption of this Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment, the method of apportionment, the rate of assessment and fee, the and the levy and lien of the *fire rescue charges*), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Resolution.

**Section 12. Effective Date.** This Resolution shall have effect upon adoption and shall apply to all property located within the unincorporated area of Leon County.

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**DONE, ADOPTED AND PASSED** by the Board of County Commissioners of Leon  
County, Florida, this 26th day of May, 2015.

LEON COUNTY, FLORIDA



BY: Mary Ann Lindley  
MARY ANN LINDLEY, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

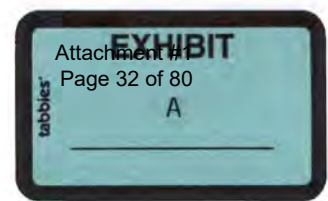
ATTESTED BY:

BOB INZER  
CLERK & COMPTROLLER  
LEON COUNTY, FLORIDA

BY: John Stott, Deputy Clerk

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

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



# City of Tallahassee and Leon County, Florida

## Fire Assessment Memorandum

APRIL 14, 2015

**Presented by:**  
Government Services Group, Inc.  
1500 Mahan Drive, Suite 250  
Tallahassee, Florida 32308  
(850) 681-3717  
(850) 224-7206 Fax

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# Introduction

The City of Tallahassee (City) and Leon County (County) entered into a professional services agreement with GSG to provide specialized services in the development and implementation of a non-ad valorem assessment program to fund fire services within the incorporated and unincorporated areas of the County (Fire Assessment Project).

The objective of this Fire Assessment Project is to develop and implement an update to the City's current revenue program capable of efficiently and effectively collecting all assessable and billable costs associated with providing fire services on an annual basis throughout the entire County for Fiscal Year 2015-16 and future fiscal years. The mechanism for collecting the fire fee from governmental properties will remain in effect, however both the City and County will utilize the City's utility bill as the collection method for all non-governmental properties where possible and the City will assist the County in the collection of the fire assessment utilizing the utility bill, separate bills and tax bill. This document is the Fire Assessment Memorandum (Assessment Memorandum), which is one of the project deliverables specified in the scope of services.

The work effort, documented by this Assessment Memorandum, focused on the calculation of assessment rates and classifications required to fully fund the identified assessable costs to provide countywide fire services for Fiscal Year 2015-16 and future fiscal years. However, the City and County have the choice of funding all or only a portion of the assessable costs based on policy direction. In addition, the work effort recorded in this Assessment Memorandum required the identification of the full costs of assessable fire services (net of all fire related revenues) and the allocation of those costs to properties that specially benefit from the provision of such fire services.

## BACKGROUND

In 1999, the City adopted a fire services funding program consisting of two components: a Fire Fee and a Fire Assessment. The goal of the Fire Services Funding Project in 1999 was to design an alternative revenue program capable of efficiently and effectively collecting all assessable and billable costs associated with providing fire services on an annual basis. The Fire Fee is the funding mechanism that secures recovery of the cost for providing fire services to governmental property. The Fire Assessment is the funding mechanism for non-government property that could be collected on the City's utility bill. The program was updated to account for changes in call data, property data and service delivery in Fiscal Year 2004-05 and once again in Fiscal Year 2009-10.

## OBJECTIVES

The City retained GSG to develop an annual recurring special assessment program that is capable of funding all of the assessable costs associated with providing countywide fire services. The City will utilize the utility bill for collection of the fire assessment and will assist the County in the collection of the fire assessment utilizing the utility bill, separate bills and the tax bill. Data available on the ad valorem tax roll was used to develop the Fiscal Year 2015-16 assessment program. GSG has been

charged to fully cost the services to be provided by the City, develop a fair and reasonable apportionment methodology for such assessable costs and determine assessment rates and parcel classifications that are accurate, fair and reasonable.

The fire non-ad valorem assessments must meet the Florida case law requirements for a valid special assessment. These requirements include the following:

1. The service provided must confer a special benefit to the property being assessed; and
2. The costs assessed must be fairly and reasonably apportioned among the properties that receive the special benefit.

The work effort of this project required the evaluation of data obtained from the City to develop a fire assessment program that focuses upon the projected Fiscal Year 2015-16 assessable cost calculations. The objectives of this initial effort were to:

- Determine the full costs of providing fire services within the County.
- Review such final cost determination with the City to determine which elements provide the requisite special benefit to the assessed properties.
- Determine the relative benefit anticipated to be derived by categories of property use within the County from the delivery of fire services.
- Recommend the fair and reasonable apportionment of assessable costs among benefited parcels within each category of property use.
- Calculate assessment rates and parcel classifications for Fiscal Year 2015-16 and future years based on the projected Fiscal Year 2015-16 budget adjusted for year over year increases.



# Service Description and Assessable Cost Calculations

The fire services apportionment methodology allocates assessable costs on the basis of the anticipated demand for fire services by categories of private, real property use as identified on the real property assessment roll prepared for the levy of ad valorem taxes. The assessable fire costs are allocated among private, real property use categories based upon the historical demand for these services. This demand is identified by examining the fire incident data as reported by the City to the State Fire Marshal's office.

The fire services apportionment methodology for government property allocates billable costs to provide fire services based upon the historical demand for these services for all government owned property (i.e. City, County, State, Federal, etc.), as reflected by the incident data reported by the City.

## SERVICE DELIVERY DESCRIPTION

Fire Rescue services are provided throughout the County from 16 paid fire rescue stations and 5 volunteer fire rescue stations. One of the volunteer stations is co-located at Station 15. Table 1 identifies fire rescue buildings/facilities inventory, as well as the corresponding physical location address for the facility.

**Table 1**  
**Fire Rescue Department Buildings/Facility Inventory**

Station	Address
Station #1	327 North Adams Street Tallahassee, FL 32301
Station #2	2805 Sharer Road Tallahassee, FL 32302
Station #3	3005 South Monroe Street Tallahassee, FL 32301
Station #4	2899 West Pensacola Street Tallahassee, FL 32304
Station #5	3238 Capital Circle Southwest Tallahassee, FL 32304
Station #6	2901 Apalachee Parkway Tallahassee, FL 32311
Station #7	2805 Shamrock South Tallahassee, FL 32308
Station #8	2423 Hartsfield Road Tallahassee, FL 32304
Station #9	3205 Thomasville Road Tallahassee, FL 32312



Station	Address
Station #10	5323 Tower Road Tallahassee, FL 32303
Station #11	8752 Centerville Road Tallahassee, FL 32308
Station #12	4701 Chaires Cross Road Tallahassee, FL 32311
Station #13	1555 Oak Ridge Road Tallahassee, FL 32311
Station #14	16614 Blountstown Highway Tallahassee, FL 32310
Station #15	1445 Bannerman Road Tallahassee, FL 32312
Station #16	911 Easterwood Drive Tallahassee, FL 32311
Miccosukee (County-Volunteer)	15210 Mahan Drive Tallahassee, FL 32308
Bradfordville (County-Volunteer) (Co-located at Station #15)	1445 Bannerman Road Tallahassee, FL 32312
Chaires-Capitola (County-Volunteer)	10541 Valentine Road South Tallahassee, FL 32317
Woodville (County-Volunteer)	155 East Oakridge Tallahassee, FL 32305
Lake Talquin (County-Volunteer)	16614 Blountstown Highway Tallahassee, FL 32312

Source: City of Tallahassee

The City of Tallahassee Fire Rescue Department provides standard fire suppression, medical services, hazmat response, technical rescue, airport capabilities, state disaster response, emergency response and disaster preparedness, fire prevention and safety education. Five of the sixteen City stations provide Advanced Life Support (ALS) services in coordination with Leon County EMS.

Dispatch services for fire and EMS services are provided through a joint dispatch operation between the City and the County.

Tables 2 through 5 outline the Fire Rescue Department's current service operations and service components. Table 2 outlines the Fire Rescue Department's organizational structure.

**Table 2**  
**City of Tallahassee Fire Rescue Department Organizational Chart**

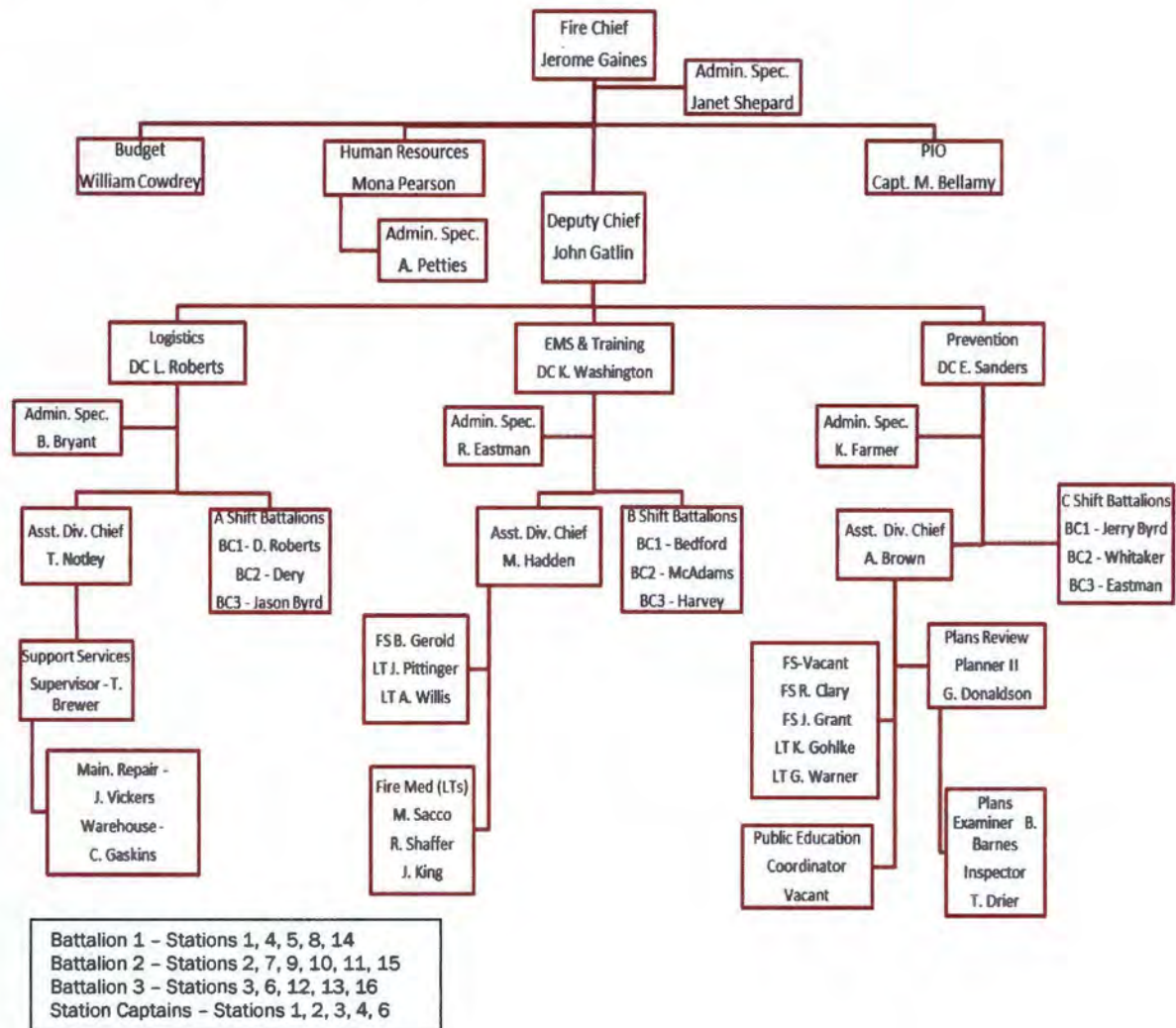


Table 3 describes the normal staffing for each apparatus. This information is used in the development of the Administrative Factor, as further discussed in the “Development of Factors” section of this Assessment Memorandum.

**Table 3**  
**Fire Rescue Department Apparatus Normal Staffing Requirements**

Apparatus	Typical Staffing
Aerial	3-4 personnel
Pumper	3-4 personnel
Ford Expedition/Battalion Chief	1 personnel
Rescue	2 Personnel
Air Truck	1 Personnel
Brush Truck	1 Personnel
Rescue Boat	2 Personnel
Tanker	1 Personnel
Chevy Suburban/FireMed1	1 Personnel
HazMat Apparatus	3-4 personnel
Squad or Mass Care	3-4 personnel
USAR Apparatus	3-4 personnel

Source: City of Tallahassee

Table 4 lists the location and the fire flow/pumping capacity of the Fire Rescue Department’s apparatus. This information is used to determine the square footage cap for non-residential properties.

**Table 4**  
**Fire Rescue Department Apparatus Fire Flow**

Location	Apparatus	Fire Flow (GPM)
Station 1	1994 E-One Tanker	1,500
	1996 E-One International Air and Light	N/A
	2014 Pierce Impel Pumper	1,500
	2007 E-One 95' Platform	1,500
	2008 Ford Expedition	N/A
	2003 E-One Typhoon Rescue Pumper	1,500
Station 2	1996 E-One Haz-Mat	N/A
	1998 Pace 16ft. Trailer	N/A
	2008 Ford Expedition	N/A
	2001 E-One Platform	1,500
	2002 Ford F-550 Brush Truck	350
	2005 E-One Typhoon Rearmount Pumper	1,500
Station 3	1994 Rescue-1 Boat	N/A
	2005 Ford-550 HazMat Tow Vehicle	N/A
	1997 E-One Medium Rescue	N/A
	2014 Pierce Impel 75 ft. Aerial	1,500
	2008 Ford Expedition	N/A
	2005 E-One Typhoon Rescue Pumper	1,500



Location	Apparatus	Fire Flow (GPM)
Station 4	2010 Rescue -1 Boat	N/A
	2002 E-One Bronto Aerial Platform	1,500
	1996 E-One International Rescue Squad	500
	1998 16ft. Trailer	N/A
	2002 Ford F-550 Brush Truck	350
	2014 Pierce Impel Pumper	1,500
	2005 International 4X4 Tractor	N/A
	2005 Hackney Trailer	N/A
	2005 E-One International Air Light Truck	N/A
Station 5*	1994 International ARFF	500
	2010 E-One Titan Force ARFF	3,300
	2014 Oshkosh Striker 3000	3,300
Station 6	1994 Rescue-1 Boat	N/A
	1997 95 Ft. E-One Tower	1,500
	2002 Ford F-550 Brush Truck	350
	2005 E-One Typhoon Rearmount Pumper	1,500
Station 7	2005 E-One Typhoon Rearmount Pumper	1,500
Station 8	2005 E-One Typhoon Rearmount Pumper	1,500
Station 9	2005 E-One Typhoon Rescue Pumper	1,500
Station 10	1998 E-One International Tanker/Pumper	2,500
	2000 E-One International Rescue	650
Station 11	1998 E-One International Tanker/Pumper	2,500
	1996 E-One International Rescue	650
Station 12	1998 E-One International Tanker/Pumper	2,500
	2000 E-One International Rescue	650
Station 13	1998 E-One International Tanker/Pumper	2,500
	2000 E-One International Rescue	650
Station 14	1994 Rescue-1 Boat	N/A
	2000 E-One International Rescue	650
	2006 E-One International Tanker/Pumper 7600	2,500
Station 15	1994 Rescue-1 Boat	N/A
	2000 Ford F-450 Brush Truck	350
	2003 E-One Typhoon Rearmount Pumper	1,500
Station 16	Tanker/Pumper	2,500
	Rescue	650
<b>Total GPM</b>		<b>44,800</b>

Source: City of Tallahassee

\* Pumping capacity for Station 5 is not included in total because those apparatus are dedicated to the airport.

The current pumping capacity is defined as the combined amount of water that all apparatus in the Fire Rescue Department can pump to a first alarm non-residential fire. As outlined by Table 4 above, the pumping capacity of the City's Fire Rescue Department is 44,800 gallons per minute. Accordingly, based on National Fire Protection Association firefighting standards for fire flow as provided for in NFPA 1 Fire Code, 2015, Chapter 18 (assuming ordinary construction), the Fire Rescue Department currently has sufficient fire flow capacity to provide service coverage in the event of a structure fire involving unlimited square feet.



Table 5 below details the Fire Rescue Department's response protocol.

**Table 5**  
**Minimum Response Protocol**

<b>Call Type</b>	<b>Typical City Response</b>
Medical	Engine (1)
Vehicle Accident	Engine (1)
Vehicle Accident with Extraction	Engine (2), Battalion Chief (1)
Residential Fire	Engine (2), Truck(1), Battalion Chief (1), FireMed (1)
Residential/Building Alarm	Engine (1)
Commercial Fire	Engine (3), Truck (1), Battalion Chief (1), FireMed (1)
Hazardous Material	Engine (2), Tanker (1), Truck (1), Haz-Mat (1), Battalion Chief (1), FireMed (1)
Service Calls	Engine (1)

<b>Call Type</b>	<b>Typical County Response</b>
Medical	Rescue (1), Tanker (1)
Vehicle Accident	Rescue (1), Tanker (1)
Vehicle Accident with Extraction	Rescue (1), Tanker (1), Battalion Chief (1), FireMed (1), Engine or Truck (1)
Residential Fire	Rescue (1), Tanker (2), Battalion Chief (1), FireMed (1), Engine or Truck (1)
Residential/Building Alarm	Rescue (1), Tanker (1)
Commercial Fire	Rescue (1), Tanker (1), Battalion Chief (1), FireMed (1), Engine or Truck (3)
Hazardous Material	Rescue (1), Tanker (1), Battalion Chief (1), FireMed (1), Engine or Truck (2), HazMat (1)
Service Calls	Rescue (1), Tanker (1)

Source: City of Tallahassee

## DEVELOPMENT OF FACTORS

### FIRE RESCUE V. EMERGENCY MEDICAL SERVICES

In June 2000, litigation over the City of North Lauderdale fire rescue assessment program resulted in a decision by the Fourth District Court of Appeals in the case of SMM Properties, Inc. v. City of North Lauderdale, (the "North Lauderdale" case). The Fourth District Court of Appeals concluded that Emergency Medical Services (EMS) did not provide a special benefit to property. The Court, however, reaffirmed that fire suppression, fire prevention, fire/building inspections and first response medical services do provide a special benefit to property. In 2002, the Florida Supreme Court upheld the decision of the Fourth District Court of Appeals.

To address these concerns, GSG developed a methodology that removed the costs associated with emergency medical services. This method of splitting the fire and EMS portions of a consolidated public safety department's budget was upheld by the Fourth District Court of Appeals in Desiderio Corporation, et al. vs. The City of Boynton Beach, Florida, et al., 39 So.3d 487 (Fla. 4<sup>th</sup> DCA 2010).

The proposed fire rescue department's line item costs were allocated between fire rescue and emergency medical services as a result of the Florida Supreme Court's opinion in City of North Lauderdale v. SMM Properties that emergency medical services (above the level of first response) do not provide a special benefit to property. Accordingly, the County's fire rescue costs were split from emergency medical service costs based on the following general guidelines.



## DIRECT ALLOCATIONS

To the extent that certain line items could be allocated directly to fire, direct allocations were made. For example, all costs associated with "Utility Service Expense," "Volunteer Fire Department," and "Contractual Svcs - VFD County" were allocated entirely to fire. All costs directly related to "Medical Services" were directly allocated to EMS.

## ADMINISTRATIVE FACTOR

Certain line items were allocated between fire and EMS based on an Administrative Factor. This Administrative Factor is derived by creating a ratio between non-EMS or fire personnel and total combat personnel per shift. The administrative factor calculations are based on the City's total Fire Rescue Department combat personnel staffing, including an allocation for volunteers. Under normal staffing, this results in 75 non-EMS personnel and 14 EMS personnel for a total of 89 combat personnel. This normal staffing yields an 84.27 % percent non-EMS Administrative Factor.

This percentage was applied to all applicable line items to allocate the costs that could not be directly allocated as fire costs or EMS costs, and that could not be operationally allocated (see below). For example, the Administrative Factor was applied to the line item expenditures for "Food," "Human Resource Expense" and "Utilities - Electric" to determine the fire service costs of these line items.

## OPERATIONAL FACTOR

Other line items were allocated between fire and EMS based on an Operational Factor. The Operational Factor is derived by creating a ratio between non-EMS (i.e. fire) calls and EMS calls, and this ratio which is based on the City's Fire Rescue Department's operations, was then applied to certain budget line items such as "Vehicle Fuel" and "Vehicle Replacement".

To develop the Operational Factor, GSG obtained fire rescue incident data identifying the number of fire rescue calls made to property categories within the entire County over a three-year period. The City fire rescue incident data was used to determine the demand for fire rescue services. GSG obtained information from the City in an electronic format, identifying the number and type of fire rescue incident responses for calendar years 2011, 2012 and 2013.

The State Fire Marshal's office uses the Florida Fire Incident Reporting System (FFIRS). This system is a tool for fire rescue departments to report and maintain computerized records of fire rescue incidents and other department activities in a uniform manner. Under this system, a series of basic phrases with code numbers are used to describe fire rescue incidents. Appendix A provides a codes list for the "type of situation found" as recorded on the fire rescue incident reports used to identify EMS and non-EMS calls.

The ratio between non-EMS (i.e. fire) calls and EMS calls is then applied to all applicable line items to allocate the costs that could not be directly allocated as fire costs or EMS costs, and that could not be administratively allocated. For calendar years 2011, 2012 and 2013, the City reported 50,089 total non-government fire rescue incident calls to FFIRS, of which 19,406 were non-EMS (i.e. fire) calls and 30,683 were EMS calls. This information results in a 38.74% non-EMS Operational Factor.

## ASSESSABLE COST CALCULATIONS

The fire services assessable cost calculations for Fiscal Years 2015-16 through 2019-20 are based on the following assumptions for the purpose of this Fire Assessment Memorandum.

- Actual projected expenditures and revenues were provided by the City for Fiscal Years 2015-16 through 2019-20.
- Revenues are shown as a reduction of the total projected expenditures for each fiscal year, thereby reducing the total assessable costs for that year. Revenues are comprised of revenues directly received from or for the delivery of fire services, such as "Fire Inspection Fees," "Forfeited Discounts," "Firefighters Supplemental," and contract for service revenues that are allocated to the fire budget.
- All costs associated with providing contract services to the Tallahassee Regional Airport were included in the assessable budget with the corresponding contract revenues removed from the assessable budget calculations.
- The line item "Under Collection Rate" under "Additional Costs" reflects a 95% collection rate of the Fire Services Assessment.
- The line item "GSG Study/Annual/Update" under "Operating Expenditures" is the cost associated with the anticipated update of the fire assessment program in Fiscal Year 2019-20. These costs are reimbursable through the assessment program.
- The costs associated with supporting the volunteer fire departments were included as 100% fire costs and are included in the assessable budget.

Table 6 provides a calculation of the assessable costs for Fiscal Year 2015-16 based on an application of the above factors to the Fiscal Year 2015-16 Projected Budget. The calculation yields an assessable cost of \$35,497,107 for Fiscal Year 2015-16.

**Table 6**  
**Fire Services Assessable Cost Calculations (FY 2015-16)**

	<b>FY 15-16 Projected Budget</b>	<b>FY 15-16 Assessable Budget</b>
<b>Personnel Services</b>		
Salaries	\$16,683,075	\$13,919,205
Capitalized Wages	(\$37,935)	(\$31,968)
Salary Enhancements	\$1,138,964	\$950,374
Firefighter Holiday Pay	\$617,613	\$515,380
Overtime	\$861,507	\$734,035
Other Salary Items	\$655,681	\$540,911
Pension-Current	\$4,143,996	\$3,457,681
Pension-MAP	\$55,983	\$46,619
Mandatory Medicare	\$242,113	\$201,821
Health Benefits	\$1,945,308	\$1,612,587
Health Benefits-OPEB	\$200,977	\$169,363
Flex Benefits	\$81,415	\$66,711
<b>Total Personnel Services</b>	<b>\$26,588,697</b>	<b>\$22,182,721</b>
<b>Operating Expenditures</b>		
Advertising	\$6,645	\$5,600
Cleaning & Laundry	\$8,731	\$8,209
Reproduction	\$5,412	\$2,404
Equipment Repairs	\$44,801	\$17,357
Medical Services	\$67,001	\$0
Construction Services	\$10,000	\$8,427



	FY 15-16 Projected Budget	FY 15-16 Assessable Budget
Unclassified Contract Svcs	\$290,916	\$170,389
Computer Software	\$3,150	\$2,654
Telephone	\$22,550	\$17,827
Chem-Med-Lab	\$70,246	\$1,672
Food	\$1,211	\$1,021
Gasoline	\$697	\$270
Office Supplies	\$20,441	\$15,978
Uniforms & Clothing	\$298,761	\$251,082
Unclassified Supplies	\$156,294	\$108,628
Non-Capitalized Furniture	\$5,673	\$5,541
Travel & Training	\$72,359	\$49,453
Journals & Books	\$16,857	\$14,963
Memberships	\$4,008	\$3,098
Certificates & Licenses	\$2,300	\$590
Rent Expense-Machines	\$9,992	\$8,420
Unclassified Charges	\$52,500	\$44,242
Bad Debt Expense	\$161,366	\$135,983
Unclassified Equipment	\$351,619	\$308,733
Human Resource Expense	\$421,915	\$355,546
Accounting Expense	\$87,776	\$73,969
Purchasing Expense	\$42,490	\$35,806
Information Systems Expense	\$1,709,303	\$1,440,424
Risk Management Expense	\$575,434	\$484,916
Radio Communications Expense	\$165,497	\$139,464
Revenue Collection Expense	\$64,707	\$54,528
Utility Service Expense	\$1,269,676	\$1,269,676
Vehicle Garage Expense	\$990,333	\$383,685
Vehicle Fuel	\$338,765	\$131,248
Vehicle Replacement	\$3,172,465	\$1,229,109
Utilities-Sewer	\$30,377	\$25,599
Utilities-Sanitation	\$16,149	\$13,609
Utilities-Stormwater	\$21,749	\$18,328
Utilities-Gas	\$37,495	\$31,597
Utilities-Water	\$25,177	\$21,217
Utilities-Electric	\$187,813	\$158,269
Utilities-Fire Services	\$47,890	\$40,357
Indirect Costs	\$757,947	\$638,719
Debt Service Transfer	\$2,834,850	\$2,388,919
RR&I Transfer	\$1,247,500	\$1,051,264
Inter-Fund Transfer	\$10,990	\$9,261
Contribution to Human Resources	\$45,000	\$37,921
Contribution to Consolidated Dispatch Agency	\$321,978	\$271,330
Contractual Svcs - VFD County	\$482,479	\$482,479
Airport Fire Protection	\$1,234,050	\$1,234,050
GSG Study/Annual/Update	\$0	\$0
<b>Total Operating Expenditures</b>	<b>\$17,823,335</b>	<b>\$13,203,830</b>
<b>Total Expenditures</b>	<b>\$44,412,032</b>	<b>\$35,386,551</b>
<b>Revenues</b>		
City-Fire Inspection Fees	\$294,500	\$294,500
City-Firefighters Supplemental	\$76,450	\$76,450
City-Airport	\$1,234,050	\$1,234,050
City-Forfeited Discounts	\$59,300	\$59,300
<b>Total Revenues</b>	<b>\$1,664,300</b>	<b>\$1,664,300</b>
<b>Total Expenditures</b>	<b>\$44,412,032</b>	<b>\$35,386,551</b>



	<b>FY 15-16 Projected Budget</b>	<b>FY 15-16 Assessable Budget</b>
Less Total Revenues	(\$1,664,300)	(\$1,664,300)
<b>Total Net Expenditures before Additional Costs</b>	<b>\$42,747,732</b>	<b>\$33,722,251</b>
<b>Additional Costs</b>		
Under Collection Rate (5%)		\$1,774,856
<b>Total Additional Costs</b>		<b>\$1,774,856</b>
<b>Total Assessable Costs</b>		<b>\$35,497,107</b>

Table 7 shows the calculation of the full cost of the Fire Services Assessment Program for Fiscal Year 2015-16 through Fiscal Year 2019-20 as well as the five-year average Fire Services Assessment Program cost.

**Table 7**  
**Fire Services Assessable Cost Calculations Proforma Five-Year Average (FY 2015-16 thru FY 2019-20)**

	<b>FY 15-16 Assessable Budget</b>	<b>FY 16-17 Assessable Budget</b>	<b>FY 17-18 Assessable Budget</b>	<b>FY 18-19 Assessable Budget</b>	<b>FY 19-20 Assessable Budget</b>	<b>Five-Year Average Assessable Budget</b>
Total Personnel Services	\$22,182,721	\$23,552,663	\$24,866,486	\$27,625,129	\$28,829,470	\$25,411,294
Total Operating Expenditures	\$13,203,830	\$13,360,632	\$13,697,672	\$13,209,205	\$13,000,395	\$13,294,347
<b>Total Expenditures</b>	<b>\$35,386,551</b>	<b>\$36,913,295</b>	<b>\$38,564,158</b>	<b>\$40,834,334</b>	<b>\$41,829,865</b>	<b>\$38,705,641</b>
<b>Total Revenues</b>	<b>(\$1,664,600)</b>	<b>(\$1,729,956)</b>	<b>(\$1,766,528)</b>	<b>(\$1,795,675)</b>	<b>(\$1,825,561)</b>	<b>(\$1,756,404)</b>
<b>Total Net Expenditures before Additional Costs</b>	<b>\$33,722,251</b>	<b>\$35,183,339</b>	<b>\$36,797,630</b>	<b>\$39,038,659</b>	<b>\$40,004,304</b>	<b>\$36,949,237</b>
<b>Total Additional Costs</b>	<b>\$1,774,856</b>	<b>\$1,851,755</b>	<b>\$1,936,718</b>	<b>\$2,054,667</b>	<b>\$2,105,490</b>	<b>\$1,944,697</b>
<b>Total Assessable Costs</b>	<b>\$35,497,107</b>	<b>\$37,035,094</b>	<b>\$38,734,348</b>	<b>\$41,093,326</b>	<b>\$42,109,794</b>	<b>\$38,893,934</b>

The average annual increase in the total assessable costs from Fiscal Year 2009-10 (Prior Study) to 2019-20 is estimated to be 4 - 5%. This estimate could be used for budgetary planning purposes relating to the fire assessment moving forward.



# Determination of Fire Services Demand

## INCIDENT DATA

GSG obtained information from the City in an electronic format, identifying the number and type of fire rescue incident responses for calendar years 2011, 2012 and 2013. The City uses the Florida Fire Incident Reporting System (FFIRS) to record its fire rescue incidents. The FFIRS is a tool for fire rescue departments to report and maintain computerized records of fire rescue incidents and other department activities in a uniform manner.

Under this system, a series of basic phrases with code numbers are used to describe fire rescue incidents. A data field in the FFIRS, "type of situation found," identifies the incident as an EMS or non-EMS type of call for each incident. Appendix A provides a code list for the "type of situation found" as recorded on the fire rescue incident reports used to identify EMS and non-EMS calls.

Another data field in the FFIRS, "fixed property use," identifies the type of property that fire rescue departments respond to for each fire rescue incident. The fixed property uses correlate to property uses determined by the Leon County Property Appraiser on the ad valorem tax roll. Appendix B provides a code list for the "fixed property use" as recorded on the fire rescue incident reports.

GSG analyzed the calendar year 2011, 2012 and 2013 fire rescue incident data from the FFIRS files to evaluate trends and determine if aberrations were present. The fire rescue incident data for calendar years 2011, 2012 and 2013 represents 52,103 fire rescue incidents. Of the 52,103 fire rescue incidents, there were 30,683 incidents classified as EMS type incidents based on the type of situation found indicated on the incident report. The 30,683 EMS type incidents were not included in the analysis.

There are certain fire incidents that could not be assigned to a specific property or parcel. These calls represent non-specific type incidents, which are incidents that either could not be correlated to a specific parcel or calls that involved auto accidents and other types of incidents along roads and highways.

Of the 21,420 remaining fire type incidents, 14,638 were calls to specific property uses. The remaining 6,782 incidents were considered non-specific type incidents. Because of the inability to correlate these non-specific type incidents to specific property categories, the call analysis does not include these 6,782 incidents. Additionally, the level of services required to meet anticipated demand for fire services and the corresponding annual fire services budget required to fund fire services provided to non-specific property uses would be required notwithstanding the occurrence of any incidents from such non-specific property uses.

The suppression of fires on vacant land and agricultural property primarily benefits adjacent property by containing the spread of fire rather than preserving the integrity of the vacant parcel. Thus, incidents to vacant and agricultural property were not included in the final analysis of the fire call database. The 116 calls to these two property use categories were removed.

Of the remaining 14,522 fire type incidents, there were 2,014 calls for service to government properties and 12,508 calls to non-Government properties as identified by addresses or fixed property use codes provided in the FFIRS reports. The costs associated with providing service to government properties was segregated and those government properties will fund fire service through a fee that is determined by the historical demand for service as detailed later in this Memorandum.

Table 8 outlines the assignment of fire type incidents based on the analysis conducted by GSG.

**Table 8**  
**Fire Calls by Category (Calendar Years 2011, 2012 and 2013)**

Property Category	Number of Fire Incidents	Percentage of Total Incidents
Non-Government	12,508	86.13%
Government	2,014	13.87%
<b>Total</b>	<b>14,522</b>	<b>100%</b>

Source: City of Tallahassee

## PROPERTY DATA

GSG obtained information from the ad valorem tax roll from the Leon County Property Appraiser's office to develop the assessment roll. Each building within the County on the ad valorem tax roll was assigned to one or more of the property use categories based on their assignment of use by the Leon County Property Appraiser or verification of use obtained through field research. A list of building improvement codes used by the Leon County Property Appraiser and their assignment to a property use category is provided as Appendix C.

The Residential Property Use Category includes such properties as single-family dwelling units, duplexes, mobile homes, triplexes, quadruplexes, apartments, condominiums, townhouses, and cooperatives. In the event the data was indefinite, the DOR codes were used to clarify mobile home categories and help identify condominium and townhouse buildings. For parcels assigned to the Residential Property Use Category, GSG utilized the total number of dwelling units as determined from the building files on the ad valorem tax roll or through the use of field research.

The Non-Residential Property Use Category includes commercial and industrial/warehouse property uses. For parcels within the Non-Residential Property Use Categories (Commercial and Industrial/Warehouse), GSG determined the amount of square footage of the structures using the building files on the ad valorem tax roll or through the use of field research.

For RV parks regulated under Chapter 513, Florida Statutes, in accordance with Sections 166.223 and 125.0168, Florida Statutes, which mandate that cities and counties treat RV parks like commercial property for non-ad valorem assessments levied by the City and County, each RV space within the park was treated as a building of commercial property and assigned the square footage of 191 square feet, the average size of a recreational vehicle, according to the Florida Association of RV Parks and Campgrounds.



# Computation of Fire Services Assessments

This section of the Memorandum includes the assessment rates as calculated within this Assessment Memorandum. The fire rescue assessment cost calculations provided herein are primarily based on information supplied by the City. The assessable cost projections developed by GSG are designed to forecast assessment rates within each property use category for Fiscal Years 2015-16 through 2019-20.

## SERVICE ZONES

Service zones were created under the previous fire assessment study in Fiscal Year 2009-10 to reflect the level of service differentiation of a property located in a higher density area that receives fire protection coverage from multiple stations as compared to a property located in an area generally described as rural and typically serviced by a single fire station. For this purpose, "core stations" were identified and defined as those stations within five road miles of at least two other stations. The creation of a core area was necessary to eliminate the appearance of a higher service level of those properties that may be within five road miles of two stations; however, the location of the property lies between two stations that are nearly ten miles apart. This same approach was used in this study. Any changes in the level of service provided in the two zones will need to be reviewed in subsequent studies to ensure that this approach is still valid.

Those properties included in "Zone 1" were generally located within five road miles of two "core stations." Properties located outside of five road miles of two "core stations" were included in "Zone 2." A map of the service zones is provided in Appendix E.

Calls were plotted, or "geocoded," on a map based upon the address provided in the FFIRS database. Those calls correlated to properties included in "Zone 1," and those calls correlated to properties included in "Zone 2," were aggregated and assigned to the respective zone. Table 9 details the assignment of calls to service zones.

**Table 9**  
**Fire Calls to Non-Governmental Properties by Zone (Calendar Years 2011, 2012 and 2013)**

Zone	Number of Calls to Specific Property Uses
Zone 1	9,590
Zone 2	2,918

The calls for service were then weighted based on the average call duration differential between Zone 1 and Zone 2 to account for the difference in resources used on calls between the two zones. On average a call in Zone 2 is 26% longer in duration than a call in Zone 1. Therefore, all calls in Zone 2 were multiplied by a weighting factor of 1.26 to determine the weighted number of calls while all calls in Zone 1 were assigned a weighting factor of 1.00. Table 10 details the weighting of calls by zone

**Table 10**  
**Weighted Fire Calls to Non-Governmental Properties by Zone (Calendar Years 2011, 2012 and 2013)**

Zone	Number of Calls to Specific Property Uses	Weighting Factor	Number of Weighted Calls to Specific Property Uses
Zone 1	9,590	1.00	9,590.00
Zone 2	2,918	1.26	3,676.68



Table 11 outlines the property use category assignment of weighted fire type incidents for non-governmental properties based on the historical demand for service in each zone.

**Table 11**  
**Weighted Fire Calls by Category to Non-Governmental Properties (Calendar Years 2011, 2012 and 2013)**

Category	Zone 1		Zone 2	
	Number of Incidents	Percentage of Calls	Number of Incidents	Percentage of Calls
Residential	6,036	62.94%	3,186.54	86.67%
Commercial	3,448	35.95%	444.78	12.10%
Industrial/Warehouse	106	1.11%	45.36	1.23%
<b>Total</b>	<b>9,590</b>	<b>100%</b>	<b>3,676.68</b>	<b>100%</b>

Source: City of Tallahassee

## SPECIAL BENEFIT ASSUMPTIONS

The following assumptions support a finding that the fire services, facilities, and programs provided by the City provide a special benefit to the assessed parcels.

- Fire services, facilities, and programs possess a logical relationship to the use and enjoyment of property by: (i) protecting the value and integrity of improvements and structures through the availability and provision of comprehensive fire services; (ii) protecting the life and safety of intended occupants in the use and enjoyment of property; (iii) lowering the cost of fire insurance by the presence of a professional and comprehensive fire services program; and (iv) containing fire incidents occurring on land with the potential to spread and endanger other property and property features.
- The availability and provision of comprehensive fire services enhances and strengthens the relationship of such services to the use and enjoyment of the parcels of property, the market perception of the area and, ultimately, the property values within the assessable area.

## APPORTIONMENT METHODOLOGY

The following section describes the assessment apportionment methodology for fire services based on: (i) the fire services assessable cost calculations; (ii) the ad valorem tax roll maintained by the property appraiser and the availability of the data residing on the database; and (iii) the fire rescue incident data.

### COST APPORTIONMENT

The assessable costs were first apportioned among government and non-government property based upon the historical demand for service percentages shown in Table 8. The assessable costs attributable to non-government property were then apportioned to Zone 1 and Zone 2 and then further to the individual property use categories in each service zone based upon the weighted historical demand for fire services reflected by the fire incident data experienced in each service zone for Calendar Years 2011, 2012 and 2013. The five-year average cost apportionment is illustrated in Table 12.

**Table 12**  
**Cost Apportionment (Five-Year Average)**

Category	Zone 1 (72.29% of Weighted Fire Calls)			Zone 2 (27.71% of Weighted Fire Calls)		
	Total Calls	Percentage	Assessable Costs	Total Calls	Percentage	Assessable Costs
Residential	6,036	62.94%	\$15,239,222	3,186.54	86.67%	\$8,045,128
Commercial	3,448	35.95%	\$8,705,242	444.78	12.10%	\$1,122,946
Industrial/Warehouse	106	1.11%	\$267,621	45.36	1.23%	\$114,521
<b>Total</b>	<b>9,590</b>	<b>100%</b>	<b>\$24,212,085</b>	<b>3,676.68</b>	<b>100%</b>	<b>\$9,282,595</b>

## PARCEL APPORTIONMENT

The share of the assessable costs apportioned to each property use category was further apportioned among the individual buildings of property within each property use category in the manner described in Table 13.

**Table 13**  
**Parcel Apportionment within Property Use Categories**

Category	Parcel Apportionment
Residential	Dwelling Unit
Non-Residential	Improvement Area Per Building Within Square Footage Ranges
-Commercial	(100,000 Square Foot Cap Per Building)
-Industrial/Warehouse	

Applying the foregoing parcel apportionment methodology, fire assessment rates were computed for each property use category. The specific methodology, underlying special benefit and fair apportionment assumptions are included below and generally described.

## RESIDENTIAL PARCEL APPORTIONMENT ASSUMPTIONS

The following assumptions support findings that the parcel apportionment applied in the Residential Property Use category are fair and reasonable. The Residential Property Use Category includes such properties as single-family dwelling units and multi-family dwelling units.

- The size or the value of the residential parcel does not determine the scope of the required fire services. The potential demand for fire services is driven by the existence of a dwelling unit and the anticipated average occupant population.
- Apportioning the assessable costs for fire services attributable to the residential property use category on a per dwelling unit basis is required to avoid cost inefficiency and unnecessary administration, and is a fair and reasonable method of parcel apportionment based upon historical fire call data.
- The consolidation of single-family and multi-family properties into a single category is fair and reasonable because they are similar property uses and the number of calls per dwelling unit is not significantly different.



## RESIDENTIAL PARCEL APPORTIONMENT CALCULATION

Based upon the historical demand for fire services, the percentages of assessable costs attributable to residential properties were calculated. The amount of the assessable costs allocable to each residential property was divided by the number of dwelling units in the Residential Property Use Category to compute the fire assessment to be imposed against each dwelling unit. For each residential parcel, the actual number of dwelling units located on the parcel will be multiplied by the residential dwelling unit rate to compute the residential fire assessment amount for the parcel.

Table 14 illustrates the assignment of dwelling units under this apportionment methodology to the Residential Property Use Category for each zone.

**Table 14**  
**Parcel Apportionment (Residential Property Use Category)**

Residential Property Use Category	Number of Dwelling Units-Zone 1	Number of Dwelling Units-Zone 2
Residential Dwelling Units	75,921	43,378

Source: Leon County Property Appraiser Data

## NON-RESIDENTIAL PARCEL APPORTIONMENT ASSUMPTIONS

The Non-Residential Property Use category includes commercial and industrial/warehouse property uses. The capacity to handle fires and other emergencies in Non-Residential Property Use category is governed by the following:

- The current pumping capacity is defined as the combined amount of water that all apparatus in the Fire Department can pump to a non-residential fire. As outlined by Table 4 above, the pumping capacity of the Fire Department is 44,800 gallons per minute. Accordingly, based on National Fire Protection Association firefighting standards for fire flow as provided for in NFPA 1 Fire Code, 2015, Chapter 18 (assuming ordinary construction), the Fire Rescue Department currently has sufficient fire flow capacity to provide service coverage in the event of a structure fire involving unlimited square feet. To avoid inefficiency and unnecessary administration, the City has made a policy decision to set the maximum classification of any building at 100,000 square feet.

The following assumption supports findings that the parcel apportionment applied in the Non-Residential Property Use category is fair and reasonable.

- The risk of loss and demand for fire services availability is substantially the same for structures below a certain minimum size. Because the value and anticipated occupancy of structures below a certain minimum size is less, it is fair, reasonable, and equitable to provide a lesser assessment burden on such structures by the creation of a specific property parcel classification for those parcels.
- The separation of non-residential buildings into square footage classifications is fair and reasonable for the purposes of parcel apportionment because: (i) the absence of a need for precise square footage data within the ad valorem tax records maintained by the property appraiser undermines the use of actual square footage of structures and improvements within each improved building as a basis for parcel apportionment; (ii) the administrative expense and complexity created by an on-site inspection to determine the actual square footage of structures and improvements within each improved parcel assessed is impractical; and (iii) the demand for fire services availability is not precisely determined or measured by the actual square footage of structures and improvements within benefited parcels; and (iv) the classification of buildings within square footage ranges is a fair and reasonable method to classify benefited parcels and to apportion costs among benefited buildings that create similar demand for the availability of fire services.
- The consolidation of commercial and institutional properties into a single category is fair and reasonable because the non-government institutional type properties are similar in use to the commercial type properties.



The parcel apportionment for each Non-Residential Property Use Classification shall include both minimum building classifications and an additional classification of all other buildings based upon the assumed square footage of structures and improvements within the improved parcel. The Non-Residential Property Use Classifications include Commercial and Industrial/Warehouse. The following describes the Non-Residential Property parcel apportionment calculation and classification for the Commercial and Industrial/Warehouse categories.

## NON-RESIDENTIAL PARCEL APPORTIONMENT CALCULATION

Based upon the historical demand for fire services, property in the Non-Residential Property Use categories will be responsible for funding a percentage of assessable costs. The amount of the assessable costs allocable to buildings within each of the Non-Residential Property Use Classifications was calculated based upon the following building classifications.

- Non-residential buildings with square footage of non-residential improvements less than 1,999 square feet were assigned an improvement area of 1,000 square feet per building. Buildings with square footage of non-residential improvements between 2,000 square feet and 3,499 square feet were assigned an improvement area of 2,000 square feet per building. Buildings with non-residential improvements between 3,500 square feet and 4,999 square feet were assigned an improvement area of 3,500 square feet per building. Buildings with non-residential improvement areas between 5,000 square feet and 9,999 square feet were assigned an improvement area of 5,000 square feet per building. For buildings containing non-residential improvements between 10,000 square feet and 99,999 square feet, assignments of improvement area were made in 10,000 square foot increments.
- For buildings, containing non-residential improvements over 99,999 square feet, an assignment of improvement area of 100,000 was made.

Sections 125.0168 and 166.223, Florida Statutes, relating to special assessments levied on recreational vehicle parks regulated under Chapter 513, Florida Statutes are based on the following:

- When a city or county levy a non-ad valorem special assessment on a recreational vehicle park regulated under Chapter 513, the non-ad valorem special assessment shall not be based on the assertion that the recreational vehicle park is comprised of residential units. Instead, recreational vehicle parks regulated under Chapter 513 shall be assessed as a commercial entity in the same manner as a hotel, motel, or other similar facility.



Table 15 illustrates the assignment of improvement area under this apportionment methodology for the Commercial and Industrial/Warehouse categories.

**Table 15**  
**Parcel Apportionment (Non-Residential Property Use Category)**

Square Foot Tiers	Number of Commercial Buildings		Number of Industrial/Warehouse Buildings	
	Zone 1	Zone 2	Zone 1	Zone 2
≤ 1,999	1,444	238	86	45
2,000 - 3,499	961	173	147	54
3,500 - 4,999	536	88	122	51
5,000 - 9,999	809	111	274	79
10,000 - 19,999	407	73	196	27
20,000 - 29,999	141	19	60	5
30,000 - 39,999	81	4	28	2
40,000 - 49,999	48	7	13	0
50,000 - 59,999	34	3	9	0
60,000 - 69,999	18	4	5	0
70,000 - 79,999	13	2	3	4
80,000 - 89,999	11	2	5	1
90,000 - 99,999	9	3	3	0
≥ 100,000	39	3	13	0

Source: Leon County Property Appraiser Data

Because the suppression of fires on vacant land and agricultural property primarily benefits adjacent property by containing the spread of fire rather than preserving the integrity of the vacant parcel, incidents to vacant and agricultural property were not included in the final analysis of the fire call database. Therefore, only the primary structures on vacant and agricultural parcels will be charged.

## FIRE ASSESSMENT RATES

Applying the parcel apportionment methodology, fire services assessment rates were computed for each specified property use category. Based on the assessable costs of providing fire services, the number of fire calls apportioned to specific property categories and the number of billing units within the specified property categories.

Table 16 illustrates the assessment rates after application of the assessment methodology based on 100 percent funding of the five-year average total assessable costs.

**Table 16**  
**Fire Services Assessment Rates (Five Year Average)**

Residential Property Use Categories		Zone 1 - Rate Per Dwelling Unit	Zone 2 - Rate Per Dwelling Unit
Residential Dwelling Unit		\$201	\$185
Commercial Property Use Category	Building Classification (In square foot ranges)	Zone 1 - Rate Per Building	Zone 2 - Rate Per Building
	≤ 1,999	\$293	\$267
	2,000 - 3,499	\$585	\$533
	3,500 - 4,999	\$1,023	\$933
	5,000 - 9,999	\$1,461	\$1,332
	10,000 - 19,999	\$2,921	\$2,663
	20,000 - 29,999	\$5,842	\$5,326
	30,000 - 39,999	\$8,762	\$7,989
	40,000 - 49,999	\$11,683	\$10,652
	50,000 - 59,999	\$14,603	\$13,315
	60,000 - 69,999	\$17,524	\$15,978
	70,000 - 79,999	\$20,444	\$18,641
	80,000 - 89,999	\$23,365	\$21,304
	90,000 - 99,999	\$26,285	\$23,967
	≥ 100,000	\$29,206	\$26,630
Industrial/Warehouse Property Use Category	Building Classification (In square foot ranges)	Zone 1 - Rate Per Building	Zone 2 - Rate Per Building
	≤ 1,999	\$28	\$76
	2,000 - 3,499	\$56	\$152
	3,500 - 4,999	\$98	\$265
	5,000 - 9,999	\$139	\$378
	10,000 - 19,999	\$278	\$756
	20,000 - 29,999	\$556	\$1,511
	30,000 - 39,999	\$834	\$2,266
	40,000 - 49,999	\$1,112	\$3,021
	50,000 - 59,999	\$1,390	\$3,776
	60,000 - 69,999	\$1,668	\$4,532
	70,000 - 79,999	\$1,946	\$5,287
	80,000 - 89,999	\$2,224	\$6,042
	90,000 - 99,999	\$2,502	\$6,797
	≥ 100,000	\$2,780	\$7,552

\*Estimated Gross Revenue: \$33,494,680; Estimated Institutional Tax Exempt Buy-down: \$1,052,276; Estimated Net Revenue: \$32,442,404.

## EXEMPTIONS AND IMPACT OF EXEMPTIONS

Because the fire services assessment is being developed to meet the case law standards for a valid special assessment, any proposed exemptions require special scrutiny. The crafting of an exemption must be founded upon a legitimate public purpose, and not tramp on state or federal constitutional concepts of equal protection and constitutional prohibitions against establishment of religion or the use of the public treasury directly or indirectly to aid religious institutions. Furthermore, to ensure public acceptance, any exemption must make common sense and be fundamentally fair. Finally, the impact of any proposed exemption should be evaluated in terms of its magnitude and fiscal consequences on the City and County's general funds respectively.

Whenever crafting an exemption, it is important to understand that the fair apportionment element required by Florida case law prohibits the shifting of the fiscal costs of any special assessment from exempt landowners to other non-exempt landowners. In other words, the funding for an exemption from a special assessment must come from a legally available external revenue source, such as the City and



County's general funds. Funding for fire assessment exemptions cannot come from the proceeds derived directly from the imposition of special assessments for fire services and facilities. Because any exemption must be funded by an external funding source, the grant of any exemption will not have any impact upon the fire assessment to be imposed upon any other non-exempt parcels.

The decision to fund exemptions for fire services assessments on property owned by non-governmental entities is based upon the determination that such exemptions constituted a valid public purpose.

Table 17 summarizes the estimated impact of exempting institutional, wholly tax-exempt property based on the five-year average assessable budget.

**Table 17**  
**Estimated Impact of Exemptions (Five-Year Average)**

<b>Financial Classification</b>	<b>Zone 1</b>	<b>Zone 2</b>	<b>Total</b>
Estimated Assessable Costs	\$24,212,085	\$9,282,595	\$33,494,680
Estimated Buy-down for Institutional Tax-Exempt Building Uses	\$791,202	\$261,074	\$1,052,276
<b>Estimated Revenue Generated</b>	<b>\$23,420,883</b>	<b>\$9,021,521</b>	<b>\$32,442,404</b>

# Fire Services Fees Imposed on Governmental Property

The special benefit and fair and reasonable apportionment requirements for a valid special assessment do not rigidly apply to charges against government property. Florida case law has stated that user fees are paid by choice and are charged in exchange for a particular governmental service, which benefits the property paying the fee in a manner not shared by other members of the public. In the user fee context, choice means that the property paying the fee has the option of not using the governmental service and thereby avoiding the charge. Under such tests and definition of choice, the validity of both impact fees and stormwater fees have been upheld.

Impact fees are imposed to place the economic burden of infrastructure required by growth on new development. Stormwater fees are imposed to control and treat the stormwater burden generated by the use and enjoyment of developed property. Likewise, fire services provided by the City and County are intended to meet the historical demand for fire services from developed property and such fee benefits the owner or user of developed property in a manner not shared by other members of society (e.g., the owner of undeveloped property).

The Florida Attorney General has recognized that state-owned property is not required to pay a special assessment without legislative authorization but that such authorization is not needed for user fees or service charges. Additionally, a valid charge cannot be enforced by a lien against public property absent elector approval. Rather, the enforcement remedy is a mandamus action to compel payment. In addition, certain general laws preempt the home rule power of local governments to impose special assessments on educational institutions.

As discussed previously and documented in the "Incident Data" section of this document, the fire services incidents were analyzed to determine the fire services demand for all governmental property. It was determined that approximately 13.87% of the total fire calls were attributable to governmental property. Therefore, approximately 13.87% of the total assessable budget was allocated to governmental property as shown in Table 18 below.

**Table 18**  
**Government Cost Allocation**

Total Assessable Costs	Percentage of Governmental Calls	Governmental Cost Allocation
\$38,893,934	13.87%	\$5,399,254

The costs attributable to each governmental entity will be allocated based on each entities percentage of the total governmental square footage as determined by the City. GSG calculated a rate per square foot for governmental property based on the governmental cost allocation in Table 18 and the total governmental square footage as provided by the City. This calculation is shown in Table 19 below.

**Table 19**  
**Government Rate Calculation**

Governmental Cost Allocation	Total Government Square Feet	Government Rate Per Square Foot
\$5,399,254	25,608,345	\$0.211



# Additional Information

## EXEMPTION CALCULATIONS

GSG utilized the most current data to identify institutional, tax-exempt parcels within the County in order to calculate the aggregate cost ('buy down') of these parcels. In addition, best efforts were made by GSG to reconcile any differences necessary to calculate the estimated buy down for this exemption category. Missing or incorrect property data could affect the estimated aggregate costs.

## NON-SPECIFIC CALLS

In the fire call analysis, certain fire related calls were classified as non-property specific, because of the location of occurrence in the incident report. These calls represent non-specific incidents that either could not be correlated to a specific parcel or involved auto accidents or other types of incidents along roads and highways. These calls are excluded from the analysis that determines the percentage of calls for service to respective property types and therefore, are not considered in the determination of the extent of budget required to fund the department. Because the budget is established based on the ability of the department to adequately protect structures, no adjustment has been made to the budget due to non-property specific calls.

## MOBILE HOME AND RECREATIONAL VEHICLE PARK VACANCY CREDIT

As a consequence of the transient use and potential extraordinary vacancies within mobile home and recreational vehicle (RV) parks as compared to other residential property and the lack of demand for fire services for unoccupied spaces, it is fair and reasonable to provide for an extraordinary vacancy adjustment procedure for mobile home and RV park properties. Vacant mobile home and RV spaces within a mobile home or RV park will be charged; however, these properties will be eligible for an extraordinary vacancy adjustment for vacant mobile home or RV spaces.

## VERIFICATION OF SQUARE FOOTAGE OF STRUCTURES ON TAX-EXEMPT PARCELS

The ad valorem tax roll provides the data required to determine value. So long as properties remain in the name of owners exempt from ad valorem taxation, the property appraiser may not consistently maintain data related to building improvements on such parcels. As a consequence of such data imperfections, the square footage on some of the parcels, particularly for institutional private sector classifications, may not be complete. The City of Tallahassee Fire Department staff has assisted GSG in verifying square footage information for certain parcels of property within the County.

## BILLING PROPERTIES WITH MULTIPLE UTILITY ACCOUNTS

The proposed methodology can determine the assessment rate per building on a tax parcel. However, for some non-residential properties there may be many utility accounts assigned to a building. When utilizing the utility bill to collect the Fire Services Assessment, a considerable amount of data collection will be necessary to assess each utility account assigned to the building.

# Appendix A

## SITUATION FOUND CODES AND DESCRIPTIONS

Code	Description	Type
100	Fire, Other	Non-EMS
111	Building Fire	Non-EMS
112	Fires in structures other than in a building	Non-EMS
113	Cooking fire, confined to a container	Non-EMS
114	Chimney or flue fire, confined to chimney or flue	Non-EMS
115	Incinerator overload or malfunction, fire confined	Non-EMS
116	Fuel burner/boiler malfunction, fire confined	Non-EMS
117	Commercial compactor fire, confined to rubbish	Non-EMS
118	Trash or rubbish fire, contained	Non-EMS
118B	Bonfire Contained	Non-EMS
120	Fire in mobile property used as a fixed structure, other	Non-EMS
121	Fire in mobile home used as a fixed residence	Non-EMS
122	Fire in mobile home, camper, recreational vehicle	Non-EMS
123	Fire in portable building, fixed location	Non-EMS
130	Mobile property (vehicle) fire, other	Non-EMS
131	Passenger vehicle fire	Non-EMS
132	Road freight or transport vehicle fire	Non-EMS
134	Water vehicle fire	Non-EMS
137	Camper or RV fire	Non-EMS
138	Off Road vehicle or heavy equipment fire	Non-EMS
140	Natural vegetation fire	Non-EMS
141	Forest, woods or wildland fire	Non-EMS
142	Brush, or brush and grass mixture fire	Non-EMS
143	Grass fire	Non-EMS
150	Outside rubbish fire, other	Non-EMS
151	Outside rubbish, trash or waste fire	Non-EMS
152	Garbage dump or sanitary landfill fire	Non-EMS
153	Construction or demolition landfill fire	Non-EMS
154	Dumpster or other outside trash receptacle fire	Non-EMS
155	Outside stationary compactor/compacted trash fire	Non-EMS
160	Special outside fire, other	Non-EMS
161	Outside storage fire	Non-EMS
162	Outside equipment fire	Non-EMS
170	Cultivated vegetation, crop fire, other	Non-EMS
200	Overpressure rupture, explosion, overheat, other	Non-EMS
210	Overpressure rupture from steam, other	Non-EMS
211	Overpressure rupture of steam pipe or pipeline	Non-EMS
213	Steam rupture of pressure or process vessel	Non-EMS
220	Overpressure rupture from air or gas, other	Non-EMS
221	Overpressure rupture of air or gas pipe/pipeline	Non-EMS
223	Air or gas rupture of pressure or process vessel	Non-EMS
240	Explosion (no fire), other	Non-EMS
243	Fireworks explosion (no fire)	Non-EMS
251	Excessive heat, scorch burns with no ignition	Non-EMS
3	Rescue Call	EMS
300	Rescue, EMS call, other	EMS
311	Medical assist, assist EMS crew	EMS
320	Allergic reaction	EMS



<b>Code</b>	<b>Description</b>	<b>Type</b>
321	EMS call, excluding vehicle accident with injury	EMS
321B	Blood Pressure Check	EMS
322	Vehicle accident with injuries	EMS
323	Motor vehicle/pedestrian accident (MV Ped)	EMS
324	Motor Vehicle Accident, No Injuries	Non-EMS
331	Lock-in (if lock out, use 511)	Non-EMS
341	Search for person on land	Non-EMS
342	Search for person in water	Non-EMS
350	Extrication, rescue, other	Non-EMS
351	Extrication of victim(s) from building/structure	Non-EMS
352	Extrication of victim(s) from vehicle	Non-EMS
353	Removal of victim(s) from stalled elevator	Non-EMS
354	Trench/below grade rescue	Non-EMS
355	Confined space rescue	Non-EMS
356	High angle rescue	Non-EMS
361	Swimming/recreational water areas rescue	Non-EMS
365	Watercraft rescue	Non-EMS
370	Electrical rescue	Non-EMS
371	Electrocution or potential electrocution	Non-EMS
372	Trapped by power lines	Non-EMS
381	Rescue or EMS standby	EMS
400	Hazardous condition, other	Non-EMS
400P	Hazardous Condition Powder	Non-EMS
410	Flammable gas or liquid condition, other	Non-EMS
411	Gasoline or other flammable liquid spill	Non-EMS
412	Gas leak	Non-EMS
413	Oil or other combustible liquid spill	Non-EMS
422	Chemical spill or leak	Non-EMS
423	Refrigeration leak	Non-EMS
424	Carbon monoxide incident	Non-EMS
440	Electrical wiring/equipment problem, other	Non-EMS
441	Heat from short circuit (wiring), defective/worn	Non-EMS
442	Overheated motor	Non-EMS
443	Light ballast breakdown	Non-EMS
444	Power line down	Non-EMS
445	Arcing, shorted electrical equipment	Non-EMS
451	Police Assist	Non-EMS
460	Accident, potential accident, other	Non-EMS
461	Building or structure weakened or collapsed	Non-EMS
462	Aircraft standby	Non-EMS
462A	Aircraft Standby, Electrical Indicators	Non-EMS
462E	Aircraft Standby, Engine Failure	Non-EMS
462O	Aircraft Standby, Other	Non-EMS
463	Vehicle accident, general cleanup	Non-EMS
471	Explosive, bomb removal (for bomb scare, use 721)	Non-EMS
480	Attempted burning, illegal action, other	Non-EMS
481	Attempt to burn	Non-EMS
482	Threat to burn	Non-EMS



Code	Description	Type
500	Service call, other	Non-EMS
500C	Service Call Other - Check	Non-EMS
510	Person in distress, other	Non-EMS
511	Lock-out	Non-EMS
512	Ring or jewelry removal	Non-EMS
520	Water problem, other	Non-EMS
521	Water evacuation	Non-EMS
522	Water or steam leak	Non-EMS
531	Smoke or odor removal	Non-EMS
540	Animal problem, other	Non-EMS
541	Animal problem	Non-EMS
542	Animal rescue	Non-EMS
550	Public service assistance, other	Non-EMS
551	Assist police or other governmental agency	Non-EMS
551E	Assist EMS	EMS
551R	Airport Runway Check	Exclude
552	Police matter	Non-EMS
553	Public service	Non-EMS
553D	Public Service Smoke Detector	Non-EMS
554	Assist invalid	EMS
555	Defective elevator	Non-EMS
561	Unauthorized burning	Non-EMS
571	Cover assignment, standby, moveup	Non-EMS
600	Good intent call, other	Non-EMS
611	Dispatched & canceled en route	Non-EMS
621	Wrong location	Non-EMS
621L	Unable to Locate	Non-EMS
622	No incident found upon arrival	Non-EMS
631	Authorized controlled burning	Non-EMS
632	Prescribed fire	Non-EMS
641	Vicinity alarm (incident in other location)	Non-EMS
650	Steam, other gas mistaken for smoke, other	Non-EMS
651	Smoke scare, odor of smoke	Non-EMS
652	Steam, vapor, fog or dust thought to be smoke	Non-EMS
653	Barbecue, tar kettle	Non-EMS
661	EMS call, party transported by non-fire agency	EMS
671	Hazmat release investigation w/no hazmat	Non-EMS
672	Biological hazard investigation, none found	Non-EMS
700	False alarm or false call, other	Non-EMS
710	Malicious, mischievous false call, other	Non-EMS
711	Municipal alarm system, malicious false alarm	Non-EMS
712	Direct tie to FD, malicious/false alarm	Non-EMS
713	Telephone, malicious false alarm	Non-EMS
714	Central station, malicious false alarm	Non-EMS
715	Local alarm system, malicious false alarm	Non-EMS
721	Bomb scare - no bomb	Non-EMS
730	System malfunction	Non-EMS
731	Sprinkler activation due to malfunction	Non-EMS

Code	Description	Type
732	Extinguishing system activation due to malfunction	Non-EMS
733	Smoke detector activation due to malfunction	Non-EMS
734	Heat detector activation due to malfunction	Non-EMS
735	Alarm system sounded due to malfunction	Non-EMS
736	CO detector activation due to malfunction	Non-EMS
740	Unintentional transmission of alarm, other	Non-EMS
740R	Alarm Reset	Non-EMS
741	Sprinkler activation, no fire - unintentional	Non-EMS
742	Extinguishing system activation	Non-EMS
743	Smoke detector activation, no fire - unintentional	Non-EMS
744	Detector activation, no fire - unintentional	Non-EMS
745	Alarm system sounded, no fire - unintentional	Non-EMS
745B	Alarm System Activated/Burnt Floor/No Fire	Non-EMS
745T	Alarm System Activated/Testing/Maintenance	Non-EMS
746	Carbon monoxide detector activation, no CO	Non-EMS
800	Severe weather or natural disaster, other	Non-EMS
813	Wind storm, tornado/hurricane assessment	Non-EMS
814	Lightning strike (no fire)	Non-EMS
900	Special type of incident, other, Dumpster fire	Non-EMS
900A	Training/Academy	Exclude
900B	Training/Territory	Exclude
900E	Inspection	Exclude
900G	Drug Test	Exclude
900H	Hose Testing	Exclude
900I	Hydrant Inspection	Exclude
900P	Prefire Planning	Exclude
900R	Fire/Re-Check	Non-EMS
900T	Test Incident/CAD/PMDC	Exclude
911	Citizen complaint	Non-EMS

# Appendix B

## FIXED PROPERTY USE CODES AND DESCRIPTIONS



<b>Code</b>	<b>Description</b>	<b>Category</b>
000	FIXED PROP USE UNDETERMINED	NON-SPECIFIC
100	UNKNOWN OTHER	NON-SPECIFIC
110	FIXED USE RECREATION, OTHER	COMMERCIAL
111	BOWLING ESTABLISHMENT	COMMERCIAL
112	BILLIARD CENTER	COMMERCIAL
113	AMUSEMENT CENTER	COMMERCIAL
115	ROLLER RINK	COMMERCIAL
116	SWIMMING FACILITY	COMMERCIAL
120	VARIABLE USE AMUSEMENT/RECREATION	COMMERCIAL
121	BALLROOM,GYMNASIUM	COMMERCIAL
122	EXHIBITION HALL	COMMERCIAL
123	ARENA/STADIUM	COMMERCIAL
124	PLAYGROUND	COMMERCIAL
129	AMUSEMENT CENTER INDOOR/OUTDOOR	COMMERCIAL
130	PLACES OF WORSHIP,CHURCH,FUNERAL PARLOR	COMMERCIAL
131	CHURCH/CHAPEL	COMMERCIAL
134	FUNERAL PARLOR/CHAPEL	COMMERCIAL
140	CLUBS, OTHER	COMMERCIAL
141	ATHLETIC CLUB/YMCA	COMMERCIAL
142	CLUB HOUSE	COMMERCIAL
143	YACHT CLUB	COMMERCIAL
144	CASINO, GAMBLING CLUBS	COMMERCIAL
150	PUBLIC, GOVT, OTHER	COMMERCIAL
151	LIBRARY	COMMERCIAL
152	MUSEUM, ART GALLERY	COMMERCIAL
154	MEMORIAL STRUCTURE,MONUMENT	COMMERCIAL
155	COURT ROOM	COMMERCIAL
160	EATING/DRINKING PLACES	COMMERCIAL
161	RESTAURANT	COMMERCIAL
162	NIGHTCLUB	COMMERCIAL
170	TERMINALS OTHER	COMMERCIAL
173	BUS TERMINAL	COMMERCIAL
180	THEATER, STUDIO OTHER	COMMERCIAL
181	PERFORMANCE THEATER	COMMERCIAL
182	AUDITORIUM, CONCERT HALL	COMMERCIAL
183	MOVIE THEATER	COMMERCIAL
185	RADIO, TV STUDIO	COMMERCIAL
200	EDUCATIONAL PROPERTY OTHER	COMMERCIAL
210	SCHOOLS NON-ADULT OTHER	COMMERCIAL
211	PRE-SCHOOL	COMMERCIAL
213	ELEMENTARY SCHOOL	COMMERCIAL
215	HIGH SCHOOL/JR HIGH/MIDDLE SCHOOL	COMMERCIAL
241	COLLEGE/UNIVERSITY	COMMERCIAL
254	DAY CARE-IN COMMERCIAL PROPERTY	COMMERCIAL
255	DAY CARE-IN RESIDENCE-LICENSED	COMMERCIAL
300	HEALTHCARE/DETENTION OTHER	COMMERCIAL
311	CARE OF THE AGED/NURSING STAFF	COMMERCIAL
321	MENTAL RETARDATION/DEVELOPMENT DISABILITY FACILITY	COMMERCIAL



Code	Description	Category
322	ALCOHOL/SUBSTANCE ABUSE RECOVERY CENTER	COMMERCIAL
323	ASYLUM/MENTAL INSTITUTION	COMMERCIAL
331	HOSPITAL-MEDICAL/PSYCHIATRIC	COMMERCIAL
332	HOSPICES	COMMERCIAL
340	CLINICS, OTHER	COMMERCIAL
341	CLINIC, CLINIC-TYPE INFIRMARY	COMMERCIAL
342	DOCTOR/DENTIST/SURGEONS OFFICE	COMMERCIAL
343	HEMODIALYSIS UNIT	COMMERCIAL
361	JAIL/PRISON - NOT JUVENILE	COMMERCIAL
363	REFORMATORY, JUVENILE DETENTION CENTER	COMMERCIAL
365	POLICE STATION	COMMERCIAL
365A	POLICE TRAINING CENTER	COMMERCIAL
400	RESIDENTIAL OTHER	RESIDENTIAL
419	ONE- AND TWO-FAMILY DWELLING	RESIDENTIAL
429	MULTI-FAMILY DWELLINGS	RESIDENTIAL
439	ROOMING, BOARDING, RESIDENTIAL HOTELS	COMMERCIAL
449	HOTELS, MOTELS, INNS, LODGES	COMMERCIAL
459	RESIDENTIAL BOARD AND CARE	COMMERCIAL
460	DORMITORIES OTHER	COMMERCIAL
462	FRATERNITY, SORORITY HOUSE	COMMERCIAL
464	MILITARY BARRACKS/DORMITORY	RESIDENTIAL
500	MERCANTILE PROPERTIES OTHER	COMMERCIAL
511	CONVENIENCE STORE	COMMERCIAL
519	FOOD, BEVERAGE SALES, GROCERY STORE	COMMERCIAL
529	TEXTILE, WEARING APPAREL SALES	COMMERCIAL
539	HOUSEHOLD GOODS SALES, REPAIRS	COMMERCIAL
549	SPECIALTY SHOPS	COMMERCIAL
557	BARBER, BEAUTY SHOP, PERSONAL SERVICES	COMMERCIAL
559	RECREATIONAL, HOBBY, HOME SALES, PET STORE	COMMERCIAL
564	SELF-SERVICE LAUNDRY/DRY CLEANING	COMMERCIAL
569	PROFESSIONAL SUPPLIES	COMMERCIAL
571	SERVICE STATION	COMMERCIAL
579	MOTOR VEHICLE, BOAT SALES/SERVICE/REPAIRS	COMMERCIAL
580	GENERAL ITEM STORES, OTHER	COMMERCIAL
581	DEPARTMENT STORE	COMMERCIAL
592	BANK W/FIRST STORY BANKING FACILITY	COMMERCIAL
593	MEDICAL, RESEARCH, SCIENTIFIC OFFICE	COMMERCIAL
596	POST OFFICE OR MAILING FORMS	COMMERCIAL
599	BUSINESS OFFICES	COMMERCIAL
600	BASIC INDUSTRY, UTILITY, DEFENSE OTHER	INDUSTRIAL/WAREHOUSE
610	ENERGY PRODUCTION, OTHER	INDUSTRIAL/WAREHOUSE
614	STEAM, HEAT ENERGY PLANT	INDUSTRIAL/WAREHOUSE
615	ELECTRIC GENERATING PLANT	INDUSTRIAL/WAREHOUSE
629	LABORATORIES	INDUSTRIAL/WAREHOUSE
631	NATIONAL DEFENSE SITE/MILITARY SITE	COMMERCIAL
635	COMPUTER, DATA PROCESSING CNTR	INDUSTRIAL/WAREHOUSE
639	COMMUNICATIONS CENTER	INDUSTRIAL/WAREHOUSE
640	UTILITY, ENERGY DISTRIBUTION CNTR OTHER	INDUSTRIAL/WAREHOUSE

<b>Code</b>	<b>Description</b>	<b>Category</b>
642	ELECTRIC TRANSMISSION DISTIB. SYSTEM	INDUSTRIAL/WAREHOUSE
644	GAS DISTRIBUTION SYSTEM, PIPELINE	INDUSTRIAL/WAREHOUSE
647	WATER UTILITY	INDUSTRIAL/WAREHOUSE
648	SANITARY SERVICE	INDUSTRIAL/WAREHOUSE
655	CROPS, ORCHARDS	LAND
669	FOREST, TIMBERLAND	LAND
700	MANUFACTURING PROPERTY, PROCESSING	INDUSTRIAL/WAREHOUSE
800	STORAGE PROPERTY OTHER	INDUSTRIAL/WAREHOUSE
807	OUTSIDE MATERIAL STORAGE AREA	NON-SPECIFIC
808	SHED	NON-SPECIFIC
819	LIVESTOCK, POULTRY STORAGE	LAND
839	REFRIGERATED STORAGE	INDUSTRIAL/WAREHOUSE
880	VEHICLE STORAGE; OTHER	INDUSTRIAL/WAREHOUSE
882	GENERAL VEHICLE PARKING GARAGE	INDUSTRIAL/WAREHOUSE
888	FIRE STATIONS	COMMERCIAL
888T	FIRE TRAINING CENTER/ACADEMY	COMMERCIAL
891	GENERAL WAREHOUSE	INDUSTRIAL/WAREHOUSE
898	WHARF, PIER	INDUSTRIAL/WAREHOUSE
899	RESIDENTIAL OR SELF STORAGE UNITS	INDUSTRIAL/WAREHOUSE
900	OUTSIDE, SPECIAL PROPERTIES; OTHER	NON-SPECIFIC
919	DUMP SANITARY LANDFILL	NON-SPECIFIC
921	BRIDGE, TRESTLE	NON-SPECIFIC
926	OUTBUILDING, EXCLUDING GARAGE	NON-SPECIFIC
931	OPEN LAND, FIELD	LAND
935	CAMPSITE WITH UTILITIES	COMMERCIAL
936	VACANT LOT	LAND
938	GRADED AND CARED FOR PLOTS OF LAND	LAND
940	WATER AREAS, OTHER	NON-SPECIFIC
946	LAKE/RIVER/STREAM	NON-SPECIFIC
951	RAILROAD RIGHT OF WAY	NON-SPECIFIC
952	SWITCH YARD, MARSHALLING YARD	NON-SPECIFIC
960	STREET, OTHER	NON-SPECIFIC
961	DIVIDED HIGHWAY, HIGHWAY	NON-SPECIFIC
962	PAVED PUBLIC STREET, RESIDENTIAL	NON-SPECIFIC
963	PAVED PRIVATE STREET, COMMERCIAL	NON-SPECIFIC
965	UNCOVERED PARKING AREA	NON-SPECIFIC
972	AIRCRAFT RUNWAY	COMMERCIAL
972H	AIRCRAFT HANGER/STORAGE	COMMERCIAL
972T	AIRPORT CONTROL TOWER	COMMERCIAL
974	AIRCRAFT LOADING AREA	COMMERCIAL
981	CONSTRUCTION SITE	NON-SPECIFIC
983	PIPELINE, POWER LINE RIGHT OF WAY	NON-SPECIFIC
984	INDUSTRIAL PLANT YARD	INDUSTRIAL/WAREHOUSE
NNN	NONE	NON-SPECIFIC
UUU	UNDETERMINED	NON-SPECIFIC

## Appendix C

### LEON COUNTY PROPERTY APPRAISER BUILDING IMPROVEMENT CODES AND USE DESCRIPTIONS WITH ASSIGNMENT OF PROPERTY USE CATEGORY



Code	Description	Category
0100	SINGLE FAMILY RESIDENTIAL	Residential
0300	DUPLEX	Residential
0400	CONDOMINIUM	Residential
0500	STUDENT APARTMENTS	Residential
0501	FRAT/SORORITY	Commercial
0510	STUDENT MULTI LEASE	Residential
0600	STANDARD APARTMENTS	Residential
0601	APT/ LESS THAN 10 UNITS	Residential
0602	DORMITORY	Residential
0650	LIHTC	Residential
0700	TOWNHOUSE	Residential
0800	MOBILE HOME	Residential
1000	GARDEN APARTMENT	Residential
1100	HIGH RISE	Residential
1200	EXEMPT MULTI FAMILY	Residential
1400	MOTELS	Commercial
1500	EXTENDED STAY HOMES	Commercial
1600	HOTELS	Commercial
1700	HOSP/NURS HOME	Residential
1710	NURSING HOME	Residential
1720	CLINIC	Commercial
1730	VET CLINIC	Commercial
1740	REGIONAL MEDICAL CENTER	Commercial
1750	ASSISTED LIVING FACILITY	Residential
1800	CO-OP	Residential
2000	STORE	Commercial
2010	CONDO-STORE	Commercial
2011	SALON/BARBER SHOP	Commercial
2012	LAUNDROMAT	Commercial
2013	CARWASH	Commercial
2014	PHYS FITNESS CENTER	Commercial
2015	STORE SFR CONV	Commercial
2016	IND/RETAIL/STORE	Commercial
2018	DRY CLEANERS	Commercial
2020	CONVENIENCE STORE	Commercial
2030	CONV-STORE/GAS	Commercial
2040	SUPERMARKET	Commercial
2050	PHARMACY	Commercial
2060	JR DISCOUNT	Commercial
2070	SUPER DISCOUNT	Commercial
2080	AUTO PARTS	Commercial
2090	AUTO SERVICE	Commercial
2100	DEPARTMENT STORE	Commercial
2110	JR DEPARTMENT STORE	Commercial
2200	SHOP CENTER	Commercial
2210	NBHD SHOP CENTER	Commercial
2220	COMM SHOP CENTER	Commercial
2300	SERVICE STATION	Commercial



Code	Description	Category
2400	REC/BOWL ALLEY	Commercial
2410	CLUBHOUSE/REC	Commercial
2500	REST/LOUNGE	Commercial
2510	FAMILY RESTAURANT	Commercial
2520	TAKE-OUT RESTAURANT	Commercial
2600	FAST FOOD DRIVE IN	Commercial
2610	FAST FOOD NO SEAT	Commercial
2620	NITE CLUB	Commercial
2700	AUDIT/THEATER	Commercial
2800	MALL	Commercial
2810	SUPER REG MALL	Commercial
3000	OFFICE	Commercial
3010	OFFICE CONDO	Commercial
3015	OFFICE CONDO HIGH RISE	Commercial
3020	OFFICE STRIP CENTER	Commercial
3030	OFFICE LOW RISE	Commercial
3040	OFFICE MID RISE	Commercial
3045	OFFICE PARK	Commercial
3050	OFFICE HIGH RISE	Commercial
3060	OFFICE INDUSTRIAL	Commercial
3070	OFFICE/SFR CONVERSION	Commercial
3080	CONDO MEDICAL OFFICE	Commercial
3100	ED/RELIGIOUS	Commercial
3110	CHILD CARE	Commercial
3200	PUBLIC PARKING	Industrial/Warehouse
3300	BANKS	Commercial
3400	BANKS-BRANCH	Commercial
3410	BANKS-DRV THRU	Commercial
3500	FUNERAL HOME	Commercial
3600	TRAINING CENTER	Commercial
3700	MEDICAL OFFICE	Commercial
3901	BROADCAST CENTER	Commercial
3902	WCTV 2	Commercial
3930	CLASSROOM/TRAINING	Commercial
3940	LIBRARY/MULTI-MEDIA	Commercial
3950	OFFICES	Commercial
3960	DORMITORY/HOUSING	Commercial
3970	MEDICAL FACILITIES	Commercial
3980	COURTHOUSE	Commercial
4000	WAREHOUSE	Industrial/Warehouse
4010	CONDO WAREHOUSE	Industrial/Warehouse
4020	DISTRIBUTION WAREHOUSE	Industrial/Warehouse
4030	TECH MANUFACTURING	Industrial/Warehouse
4031	INDUSTRIAL OFFICE	Industrial/Warehouse
4040	WAREHOUSE/MULTI-BAY	Industrial/Warehouse
4100	SERVICE/PARKING GARAGE	Industrial/Warehouse
4110	INDEPENDENT AUTO CENTER	Commercial
4200	MINI WAREHOUSE	Industrial/Warehouse

Code	Description	Category
4300	COLD STORAGE	Industrial/Warehouse
4400	LIGHT MANUFACTURING	Industrial/Warehouse
4500	HEAVY MANUFACTURING	Industrial/Warehouse
4600	AUTO SHOW/GARAGE	Industrial/Warehouse
4610	CAR/TRUCK RENTAL	Commercial
4620	BOAT S/E DEALER	Commercial
4700	PREFAB METAL BUILDING	Not Used
4800	BARN SHED	Not Used
4810	AIRPORT TERMINAL	Commercial
4900	MAINT/MECH/WAREHOUSING	Industrial/Warehouse
4910	RESEARCH/DEVELOP LABS	Industrial/Warehouse
4920	STADIUMS/ARENAS	Commercial
4930	PARKING GARAGES	Industrial/Warehouse
4940	PRISONS/JAILS	Commercial
4950	MILITARY FACILITIES	Commercial
4960	FIRE STATION	Commercial
MHPK	MOBILE HOME PARK	Residential
MUSE	MUSEUM/CULTURAL	Commercial
RVPK	RV PARK	Commercial

# Appendix D

## DEPARTMENT OF REVENUE (DOR) CODES

CODE	DESCRIPTION
0	VACANT RESIDENTIAL
100	SINGLE FAMILY IMPROVED
200	MOBILE HOME
300	MULTI FAMILY +10 UNITS
400	CONDOMINIUM
500	CO-OPS
600	RETIREMENT HOMES/NONEXPT
700	MISC RESIDENTIAL
800	MULTI FAMILY 2-9 UNITS
1000	VACANT COMMERCIAL
1100	STORES 1 STORY
1200	MIXED USE STORE/OFFICE
1300	DEPARTMENT STORES
1400	SUPERMARKETS
1500	REGIONAL SHOPPING CTRS
1600	COMMUNITY SHOPPING CTR
1700	OFFICE NON-PROF 1 STORY
1800	OFFICE NON-PROF 2+ STORY
1900	PROFFESIONAL SERVICES
2000	AIR/MARINE/BUS TERMINALS
2100	RESTAURANTS/CAFETERIAS
2200	DRIVE-IN RESTAURANT
2300	BANK/S & L/MORTGAGE/CREDIT
2400	INSURANCE COMPANY OFFICE
2500	REPAIRS SVC TV/LAUNDRIES
2600	SERVICE STATIONS
2700	AUTO SALES/SERVICE/RENTAL
2800	MOBILE HOME PARKS/PK LOTS
2900	WHOLESALE/PRODUCE OUTLETS
3000	FLORIST/GREENHOUSE
3100	OPEN STADIUMS
3200	THEATER/AUDITORIUM (ENCL)
3300	NIGHTCLUB/BAR/LOUNGE
3400	BOWLING/SKATING/POOL HALL
3500	TOURIST ATTRACTION
3600	CAMPS
3700	RACE TRACK; HORSE/DOG/AUTO
3800	GOLF COURSE/DRIVING RANGE
3900	HOTELS/MOTELS
4000	VACANT INDUSTRIAL
4100	LT MFG/SM MACH SHOP/PRINT
4200	HEAVY IND/EQUIP MFG/MACH
4300	LUMBER YARD/SAWMILL
4400	PACK PLANT (FRUIT/MEAT)
4500	CANNERIES/DISTILLERIES

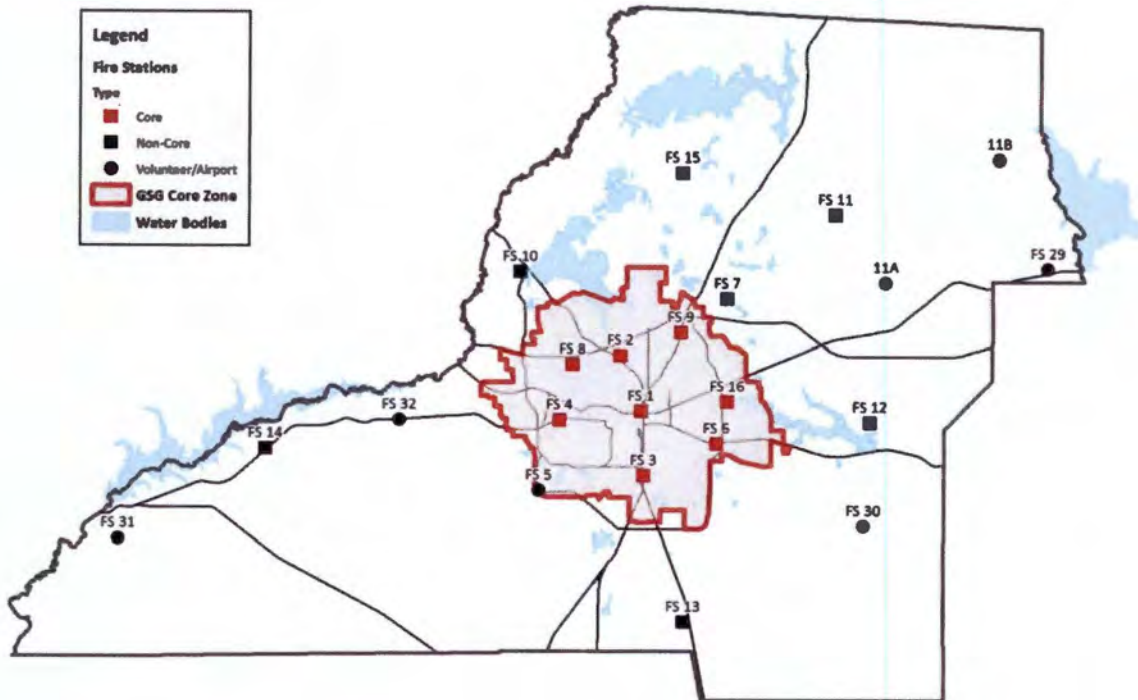


CODE	DESCRIPTION
4600	FOOD PROCESSING/BAKERIES
4700	CEMENT PLANTS
4800	WAREHOUSING
4900	OPEN STORAGE
5000	IMPROVED AGRICULTURAL
5100	VEGETABLE CROPS
5200	BI-ANNUAL ROW CROPS
5300	ROW CROPS
5400	TIMBERLAND SITE 90+
5500	TIMBERLAND SITE 80-89
5600	TIMBERLAND SITE 70-79
5700	TIMBERLAND SITE 60-69
5800	TIMBERLAND SITE 50-59
5900	TIMBERLAND NOT CLASSIFIED
6000	IMPROVED PASTURE LAND
6100	SEMI-IMPROVED LAND
6200	NATIVE LAND
6300	WASTE LAND
6400	GRAZING LAND CLASS V
6500	GRAZING LAND CLASS VI
6600	CITRUS
6700	POULTRY/BEEES/FISH/RABBIT
6800	DAIRY, HOG & CATTLE FEED
6900	ORNAMENTALS, MISC AG
7000	VACANT INSTITUTIONAL
7100	CHURCHES
7200	PRIVATE SCHOOLS & COLLEGE
7300	PRIVATE OWNED HOSPITALS
7400	HOMES FOR THE AGED
7500	ORPHANAGES
7600	MORTUARIES/CEMETERIES
7700	CLUBS, LODGES, UNION HALLS
7800	SANITARIUMS, CONVALES, REST
7900	CULTURAL ORG, FACILITIES
8000	UNDEFINED
8100	MILITARY
8200	GOVT FOREST/PARKS/RECREATIONAL
8300	PUBLIC COUNTY SCHOOLS
8400	COLLEGES
8500	HOSPITALS
8600	COUNTY
8700	STATE
8800	FEDERAL
8900	MUNICIPAL NOT PARKS
9000	LEASEHOLD GOVT OWNED

CODE	DESCRIPTION
9100	UTILITIES, GAS/ELEC/TELEP
9200	MINING, PETROLEUM, GAS
9300	SUBSURFACE RIGHTS
9400	RIGHT-OF-WAY
9500	RIVERS & LAKES, SUBMERGED
9600	SEWAGE DISP, BORROW PITS
9700	OUTDOOR REC OR PARK
9800	CENTRALLY ASSESSED
9900	ACREAGE NON AGRICULTURAL

# Appendix E

## MAP OF SERVICE ZONES





## Rate Schedule

		Per Annum For FY 2016 and FY 2017		Per Annum for FY 2018 and each Fiscal Year Thereafter	
		Zone 1	Zone 2	Zone 1	Zone 2
<u>Residential</u>	<u>Per Residential Dwelling Unit</u>	\$170.85	\$157.25	\$201.00	\$185.00
<u>Commercial/Institutional</u>	<u>Square Feet Classification</u>				
	≤ 1,999	\$249.05	\$226.95	\$293.00	\$267.00
	2,000 - 3,499	\$497.25	\$453.05	\$585.00	\$533.00
	3,500 - 4,999	\$869.55	\$793.05	\$1,023.00	\$933.00
	5,000 - 9,999	\$1,241.85	\$1,132.20	\$1,461.00	\$1,332.00
	10,000 - 19,999	\$2,482.85	\$2,263.55	\$2,921.00	\$2,663.00
	20,000 - 29,999	\$4,965.70	\$4,527.10	\$5,842.00	\$5,326.00
	30,000 - 39,999	\$7,447.70	\$6,790.65	\$8,762.00	\$7,989.00
	40,000 - 49,999	\$9,930.55	\$9,054.20	\$11,683.00	\$10,652.00
	50,000 - 59,999	\$12,412.55	\$11,317.75	\$14,603.00	\$13,315.00
	60,000 - 69,999	\$14,895.40	\$13,581.30	\$17,524.00	\$15,978.00
	70,000 - 79,999	\$17,377.40	\$15,844.85	\$20,444.00	\$18,641.00
	80,000 - 89,999	\$19,860.25	\$18,108.40	\$23,365.00	\$21,304.00
	90,999 - 99,999	\$22,342.25	\$20,371.95	\$26,285.00	\$23,967.00
	≥ 100,000	\$24,825.10	\$22,635.50	\$29,206.00	\$26,630.00
<u>Industrial/Warehouse</u>	≤ 1,999	\$23.80	\$64.60	\$28.00	\$76.00
	2,000 - 3,499	\$47.60	\$129.20	\$56.00	\$152.00
	3,500 - 4,999	\$83.30	\$225.25	\$98.00	\$265.00
	5,000 - 9,999	\$118.15	\$321.30	\$139.00	\$378.00
	10,000 - 19,999	\$236.30	\$642.60	\$278.00	\$756.00
	20,000 - 29,999	\$472.60	\$1,284.35	\$556.00	\$1,511.00
	30,000 - 39,999	\$708.90	\$1,926.10	\$834.00	\$2,266.00
	40,000 - 49,999	\$945.20	\$2,567.85	\$1,112.00	\$3,021.00
	50,000 - 59,999	\$1,181.50	\$3,209.60	\$1,390.00	\$3,776.00
	60,000 - 69,999	\$1,417.80	\$3,852.20	\$1,668.00	\$4,532.00
	70,000 - 79,999	\$1,654.10	\$4,493.95	\$1,946.00	\$5,287.00
	80,000 - 89,999	\$1,890.40	\$5,135.70	\$2,224.00	\$6,042.00
	90,999 - 99,999	\$2,126.70	\$5,777.45	\$2,502.00	\$6,797.00
	≥ 100,000	\$2,363.00	\$6,419.20	\$2,780.00	\$7,552.00
<u>Governmental</u>	per square foot	\$0.18	\$0.18	\$0.21	\$0.21

**EXHIBIT 2**

**FIRE RESCUE SERVICES  
NON-AD VALOREM ASSESSMENT ROLL**

(Due to the voluminous nature thereof, the assessment roll is not attached to this Resolution in this Agenda Item but has been made available for public inspection in the office of the County Administrator and will be attached hereto upon adoption.)



DR-408A  
N. 02/91

## **CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL**

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of Leon Cty. Bd. of County Commissioners, located in Leon County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 19th day of June, 2018,  
year

\_\_\_\_\_  
Chairman of the Board or authorized agent  
of Leon County Board of County Commissioners  
Name of local government

\_\_\_\_\_  
Leon County, Florida

**NOTICE OF PUBLIC HEARING**

Notice is hereby given, pursuant to Section 197.3632(4)(b), Florida Statutes, that the Board of County Commissioners of Leon County, Florida (the “Board”), will conduct a public hearing on Tuesday, June 19, 2018, 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 the adoption of a fire rescue services non-ad valorem assessment roll for the subject parcels of improved real property located within the unincorporated area of Leon County, Florida.

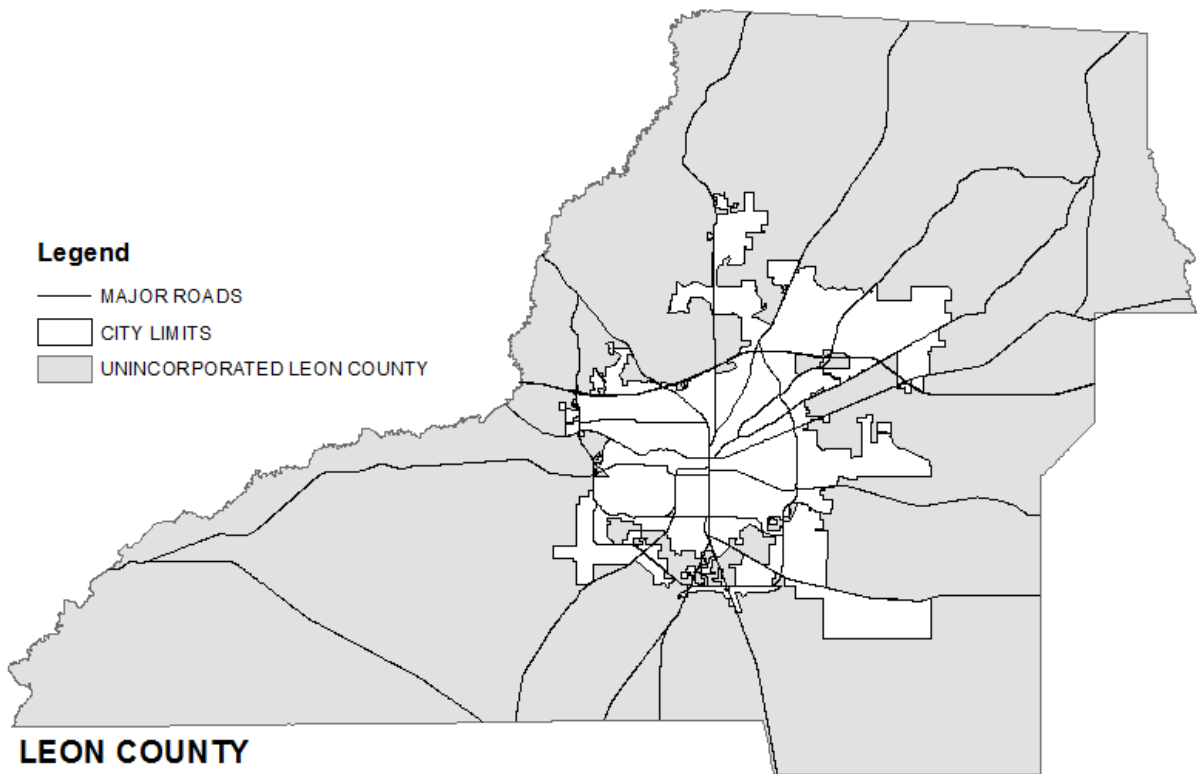
The purpose of the special assessment, imposed on May 26, 2015, is to equitably recover costs incurred for providing and funding fire rescue services to improved parcels of property located within the unincorporated area of Leon County (geographic depiction of the property subject to the assessment is set forth below). The assessment shall be collected annually by the Leon County Tax Collector.

All interested parties are invited to present their comments at the public hearing at the time and place set out above. All affected property owners have the right to appear at the public hearing, and have the right to file written objections with the Board within 20 days of the publication of this notice.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this public hearing should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the date of the public hearing. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), or 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Advertise: May 29, 2018





**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #27**

# Leon County Board of County Commissioners

## Agenda Item #27

June 19, 2018

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

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

**Title:** First and Only Public Hearing to Consider an Ordinance Establishing an Independent Children's Services Council District Upon Voter Approval at the November 6, 2018 General Election

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<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Heather Peebles, Special Projects Coordinator Sara Pratt, Management Intern

### **Statement of Issue:**

This item requests the Board conduct the first and only public hearing to consider an Ordinance establishing an independent Children's Services Council upon voter approval at the November 6, 2018 General Election (Attachment #1).

### **Fiscal Impact:**

This item has a fiscal impact. If approved by the voters in November, the Children's Services Council (CSC) could levy up to 0.5 mills annually beginning in FY 2020 (October 1, 2019). The 0.5 mills would generate approximately \$8.0 million. The levying of the millage and expenditure of the funds would be solely at the discretion of the newly created independent special district. As reflected in the analysis, if the CSC is placed on the November ballot, the Board may wish to allocate additional funding towards public education and information.

### **Staff Recommendation:**

Option #6: Board Direction.

Title: First and Only Public Hearing to Consider an Ordinance Establishing an Independent Children's Services Council District Upon Voter Approval at the November 6, 2018 General Election

June 19, 2018

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## **Report and Discussion**

### **Background:**

On February 27, 2018, the Board directed staff to prepare an agenda item to consider placing on the 2018 General Election ballot the establishment of an independent Children's Services Council (CSC), a special district with taxing authority for the purpose of providing funding for children's services throughout the County.

The requested agenda item was presented at the March 27, 2018 meeting and included a proposed Ordinance establishing an independent CSC upon voter approval (Attachment #2). The Board approved ballot language that does not prescribe terms of reauthorization, thereby automatically requiring reauthorization in the 2030 General Election in accordance with Florida law. In addition, the Board approved scheduling the first and only public hearing for the proposed Ordinance on June 19, 2018.

During the March 27<sup>th</sup> meeting, the Board also directed staff to prepare an agenda item providing an overview of existing research relative to issues impacting children in Leon County, approaches regarding a possible education and information program, and options for the County's support during the CSC's first year of operation. The agenda item was presented to the Board on May 22, 2018 and included an aggregation of available data points that are common indicators of child well-being and presented a comparison of Leon County to the State of Florida (Attachment #3).

### **Analysis:**

Section 125.901, Florida Statutes, provides counties the authority and process to establish independent special districts for children's services, also known as a CSC. Attachment #1 contains the proposed Ordinance. The County Attorney's Office drafted the following ballot language and title for the CSC by modeling it after Palm Beach County's ballot language.

#### **ESTABLISHMENT OF CHILDREN'S SERVICES COUNCIL OF LEON COUNTY**

Should the Children's Services Council of Leon County be established to provide children with early learning and reading skills, development, treatment, preventative and other children's services in Leon County as a special district with ad valorem taxing authority limited to one-half (1/2) mill annually, and independent oversight and accountability as required by law, unless and until the district is dissolved as specified in s.125.901(4)(a), Florida Statutes?"

**YES** \_\_\_\_\_

**NO** \_\_\_\_\_

The proposed Ordinance requires a simple majority vote of the Board to be placed on the November 6, 2018 General Election Ballot. Notice of this public hearing has been timely advertised pursuant to Section 125.66, Florida Statutes (Attachment #4).

Title: First and Only Public Hearing to Consider an Ordinance Establishing an Independent Children's Services Council District Upon Voter Approval at the November 6, 2018 General Election

June 19, 2018

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Should the Board choose to place a referendum on the 2018 General Election ballot, the Board may wish to consider the County's level of participation in providing public education and information. There are a range of options available to the County regarding public education and information:

- (1) Do not use any Leon County staff or resources to provide public education and information.
  - Under this approach, the only action taken by the County would be to place the matter on the November ballot. No other staff or resources would be utilized towards educating the public.
- (2) Conduct an in-house public education and information program using existing resources. Leon County Community and Media Relations is prepared to support a public education and information program by utilizing existing communication resources. This effort would include:
  - Posting information on Leon County's Comcast Channel 16;
  - Generating news advisories for media partners;
  - Publishing content in local newspapers as part of the monthly issue of the Leon County Link;
  - Creating public service announcements to be broadcast on radio stations with which the County has continuing service agreements already budgeted;
  - Hosting and promoting online educational materials; and
  - Leveraging social media platforms.
- (3) Participate in an enhanced public education and information program and allocate additional funding to engage a professional communications agency and to pay for additional targeted outreach.
  - As noted in the May 22, 2018 agenda item (Attachment #3), staff met with representatives from *Our Kids First* (a PAC formed to support the passage of the referendum) to discuss a possible public education campaign. At this point in time, *Our Kids First* is not requesting that the County allocate any additional funds for an enhanced program. In these discussions, representatives of the PAC expressed their desire for the County to utilize existing in-house resources, but are not requesting any additional County funds be committed at this time. As the PAC's communications plan becomes finalized, the PAC indicated they may come back at a later date requesting the County provide funding for an enhanced education campaign. *Our Kids First* has raised over \$40,000 to support its own advocacy campaign and has engaged with a professional communications agency to oversee these activities.



Title: First and Only Public Hearing to Consider an Ordinance Establishing an Independent Children's Services Council District Upon Voter Approval at the November 6, 2018 General Election

June 19, 2018

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Should the Board approve either an in-house or enhanced public education and information program, all efforts funded by the County or led by County staff would be factually based and would not advocate for or against the establishment of a CSC.

Next Steps if a Children's Services Council is Established

If Leon County voters approve establishing a CSC in November, the County would immediately begin the process of soliciting citizen applications for the five seats to be appointed by the Governor. Per Florida Statute, the Board is required to submit to the Governor at least three recommendations for each of the five vacancies. The Governor then has 45 days to make a selection or request a new list of candidates. To ensure that the CSC is able to convene and begin its work as soon as possible, eligible citizen applications would be presented to the Board at the December 11, 2018 meeting.

The December 11<sup>th</sup> agenda item would also seek direction regarding County support during the CSC's first year of operation. As noted in previous items, the Board will have the option to support the organization in its initial start-up phase and to assist the CSC in meeting the requirements laid out in Florida Statute. Most counties with a CSC have chosen to provide either financial support or in-kind staffing support during its first year of operation.

According to Florida Statute, once a referendum for an independent special district is approved and members are appointed to a CSC, the governing body is responsible for assessing the needs of the children in the county and developing a strategic plan for addressing unmet needs. The CSC must also go through the process of adopting a millage rate and budget in accordance with Florida's the Truth in Millage (TRIM) Act. As shown in the attached timeline (Attachment #5), accomplishing these statutory requirements will take approximately one year. During this time, the CSC will not collect tax revenue and consequently would not be able to hire staff without a loan or assistance from the County.

To remedy the issue, Florida law permits the County to fund the CSC during its first year of operation which may include financial and/or staffing support. Several counties have granted loans including Okeechobee (\$5,000), Palm Beach (\$150,000), and Broward (\$500,000). These loans would be utilized to assist the CSC in fulfilling all statutory requirements, which may include hiring staff. Other counties chose to limit their support to in-kind staffing from the offices of the County Administrator and County Attorney during the CSC's initial startup period. Miami-Dade and St. Lucie County both exclusively provided interim staffing to the CSC until it was able to hire permanent staff. Alachua County is still evaluating what type of support it will provide should its referendum pass in November.

Should Leon County voters approve establishing a CSC, staff recommends that the County provide a loan (estimated at approximately \$150,000) to be repaid to the County once the CSC is able to levy taxes. A final loan amount would be determined once the CSC is established. It is recommended that a loan be utilized by the CSC to hire staff that can oversee Council business and meetings while ensuring all statutory requirements are met. Under this approach, during the

Title: First and Only Public Hearing to Consider an Ordinance Establishing an Independent Children's Services Council District Upon Voter Approval at the November 6, 2018 General Election

June 19, 2018

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first year of operation, the County staff would continue to provide technical assistance to the CSC as it relates to TRIM, statutory requirements related to budgeting, etc.

If the voters approve a referendum to establish a CSC in November, an agenda item would be prepared for the Board outlining the County's proposed support during the CSC's first year of operation.

**Options:**

1. Conduct the first and only public hearing and adopt the proposed Ordinance to establish an independent Children's Service Council district upon voter approval at the November 6, 2018 General Election.
2. Conduct the first and only public hearing and do not adopt the proposed Ordinance to establish an independent Children's Service Council district upon voter approval at the November 6, 2018 General Election.
3. Do not utilize Leon County staff or resources to conduct a public education and information program.
4. Direct staff to conduct an in-house public education and information program using existing resources.
5. Direct staff to coordinate an enhanced public education and information program and allocate funding from the General Fund Contingency to engage a professional communications agency and to pay for additional targeted outreach.
6. Board direction.

**Recommendation:**

Option #6. Board Direction

**Attachments:**

1. Proposed Ordinance
2. March 27, 2018 Agenda Item, "Request to Schedule the First and Only Public Hearing for April 10, 2018, to Consider an Ordinance to Establish an Independent Children's Service Council District Upon Voter Approval at the November 6, 2018 General Election" (without attachments)
3. May 22, 2018 Agenda Item, "Report on the Establishment of an Independent Children's Service Council District" (without attachments)
4. Public Hearing Advertisement
5. Timeline of CSC First Year of Operation
6. General Fund Contingency Statement

ORDINANCE NO. 2018-\_\_\_\_\_

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, PROVIDING FOR THE CREATION OF AN INDEPENDENT SPECIAL DISTRICT TO BE KNOWN AS THE “CHILDREN’S SERVICES COUNCIL OF LEON COUNTY”, SUBJECT TO THE APPROVAL OF THE ELECTORATE; PROVIDING FOR A GOVERNING BODY TO BE KNOWN AS THE CHILDREN’S SERVICES COUNCIL OF LEON COUNTY; PROVIDING FOR MEMBERSHIP AND DUTIES OF THE COUNCIL; PROVIDING FOR FINANCIAL REQUIREMENTS AND BUDGET PROCEDURES; PROVIDING FOR THE AUTHORIZATION TO LEVY AD VALOREM TAXES NOT TO EXCEED ONE-HALF (1/2) MILL, SUBJECT TO A REFERENDUM; SETTING FORTH THE BALLOT QUESTION FOR SUCH REFERENDUM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 125.901 Florida Statutes, authorizes the creation of an independent special district to provide children’s services throughout each county of the State; and

WHEREAS, the Board of County Commissioners has determined that it would serve the public interest to establish said independent special district within Leon County, and to authorize the district to levy ad valorem taxes not to exceed one-half mill, all subject to approval by the electorate by referendum.

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

**Section 1. Title.**

This ordinance may be cited as the “Children’s Services Council of Leon County Independent Special District Ordinance.”

**Section 2. Not exclusionary.**

Nothing in this ordinance shall prohibit the county from exercising such power as is provided by general or special law to provide children's services.

**Section 3. Creation of independent special district; tax levy.**

(a) *Creation.* There is hereby created, subject to the approval of the electorate of the county by referendum, an independent special district as defined in F.S. §§ 189.012 and 200.001(8)(e) to provide funding for children's services throughout the county in accordance with F.S. § 125.901. The independent special district shall be known as the "Children's Services Council of Leon County". The boundaries of the district shall be coterminous with the boundaries of the county.

(b) *Tax levy.* The Board of County Commissioners shall obtain approval, by a majority vote of those electors voting on the question, to allow the Children's Services Council of Leon County to annually levy ad valorem taxes which shall not exceed the maximum millage rate of one-half (1/2) mill as authorized by s. 125.901, F.S. The district shall be required to levy and fix millage subject to the provisions of F.S. § 200.065. Once such millage is approved by the electorate, the district shall not be required to seek approval of the electorate in future years to levy the previously approved millage.

**Section 4. Governing body of the district; composition; appointment; term.**

(a) *Governing body of district.* The governing body of the Children's Services Special District shall be known as the "Children's Services Council of Leon County."

(b) *Composition; appointment; term.* The Children's Services Council of Leon County shall consist of ten (10) members, including: the superintendent of county public schools; a member of the county school board (as selected by the school board); the district administrator from Circuit 2 of the Northwest Region of the Florida Department of Children and Families, or



his or her designee, who is a member of the Senior Management Service or of the Selected Exempt Service; one member of the Board of County Commissioners; and a judge assigned to juvenile cases, who shall sit as a voting member of the board, except that the judge shall not vote or participate in the setting of ad valorem taxes under this ordinance. In the event there is more than one judge assigned to juvenile cases in the county, the chief judge shall designate one of the juvenile judges to serve on the board. The remaining five members shall be appointed by the Governor, and shall, to the extent possible, represent the demographic diversity of the population of the county. After soliciting recommendations from the public, the Board of County Commissioners shall submit to the Governor the names of at least three (3) persons for each vacancy occurring among the five (5) members appointed by the Governor, and the Governor shall appoint members to the council from the candidates nominated by the Board of County Commissioners. The Governor shall make a selection within a 45-day period or request a new list of candidates. All members appointed by the Governor shall have been residents of the county for the previous 24-month period. Such members shall be appointed for 4-year terms, except that the length of the terms of the initial appointees shall be adjusted to stagger the terms. The Governor may remove a member for cause or upon the written petition of the Board of County Commissioners. If any of the members of the council required to be appointed by the Governor under the provisions of this section shall resign, die or be removed from office, the vacancy thereby created shall, as soon as practicable, be filled by appointment by the Governor, using the same method as the original appointment, and such appointment to fill a vacancy shall be for the unexpired term of the person who resigns, dies or is removed from office.

**Section 5. Council's powers and functions.**

The Children's Services Council of Leon County shall have all of the following powers and functions:

- (1) To provide and maintain in the county such preventive, developmental, treatment and rehabilitative services for children as the council determines are needed for the general welfare of the county.
- (2) To provide such other services for all children as the council determines are needed for the general welfare of the county.
- (3) To allocate and provide funds for other agencies in the county which are operated for the benefit of children, provided they are not under the exclusive jurisdiction of the public school system.
- (4) To collect information and statistical data and to conduct research, which will be helpful to the council and the county in deciding the needs of children in the county.
- (5) To consult with other agencies dedicated to the welfare of children, to the end that the overlapping of services will be prevented.
- (6) To lease or buy such real estate, equipment, and personal property and to construct such buildings as are needed to execute the foregoing powers and functions, provided that no such purchases shall be made or building done unless paid for with cash on hand or secured by funds deposited in financial institutions. Nothing in this subsection shall be construed to authorize the district to issue bonds of any nature, nor shall the district have the power to require the imposition of any bond by the Board of County Commissioners.

- 1           (7)    To employ, pay, and provide benefits for any part-time or full-time personnel  
2                   needed to execute the foregoing powers and duties.

3   **Section 6. Organization of Council.**

4           The Children's Services Council of Leon County shall:

- 5           (1)    Immediately after the members are appointed, elect a chairman and a vice  
6                   chairman from among its members, and elect other officers as deemed necessary  
7                   by the council.

- 8           (2)    Immediately after the members are appointed and officers are elected, identify  
9                   and assess the needs of the children in the county served by the council and  
10                  submit to the Board of County Commissioners a written description of:

- 11           a.     The activities, services and opportunities that will be provided to children.  
12           b.     The anticipated schedule for providing those activities, services, and  
13                  opportunities.  
14           c.     The manner in which children will be served, including a description of  
15                  arrangements and agreements which will be made with community  
16                  organizations, state and local educational agencies, federal agencies,  
17                  public assistance agencies, the juvenile courts, foster care agencies, and  
18                  other applicable public and private agencies and organizations.  
19           d.     The special outreach efforts that will be undertaken to provide services to  
20                  at-risk, abused, or neglected children.  
21           e.     The manner in which the council will seek and provide funding for unmet  
22                  needs.

f. The strategy which will be used for interagency coordination to maximize existing human and fiscal resources.

(3) Provide training and orientation to all new members sufficient to allow them to perform their duties.

(4) Make and adopt bylaws and rules and regulations for the council's guidance, operation, governance, and maintenance, provided such rules and regulations are not inconsistent with federal or state laws or county ordinances.

#### **Section 7. Annual report of the Council.**

The Children's Services Council of Leon County shall provide an annual written report, to be presented no later than January 1, to the Board of County Commissioners. The annual report shall contain, but not be limited to, the following information:

(1) Information on the effectiveness of activities, services, and programs offered by the council, including cost-effectiveness.

(2) A detailed anticipated budget for continuation of activities, services, and programs offered by the council, and a list of all sources of requested funding, both public and private.

(3) Procedures used for early identification of at-risk children who need additional or continued services and methods for ensuring that the additional or continued services are received.

(4) A description of the degree to which the council's objectives and activities are consistent with the goals of this ordinance.



(5) Detailed information on the various programs, services, and activities available to participants and the degree to which the programs, services, and activities have been successfully used by children.

(6) Information on programs, services, and activities that should be eliminated; programs, services and activities that should be continued; and programs, services and activities that should be added to the basic format of the council.

#### **Section 8. Quarterly financial report.**

Within 10 days, exclusive of weekends and legal holidays, after the expiration of each quarter annual period, the Children's Services Council shall cause to be prepared and filed with the Board of County Commissioners a financial report which shall include the following:

(1) The total expenditures of the council for the quarter annual period.

(2) The total receipts of the council during the quarter annual period.

(3) A statement of the funds the council has on hand, has invested, or has deposited with qualified public depositories at the end of the quarter annual period.

(4) The total administrative costs of the council for the quarter annual period.

#### **Section 9. Minutes of meetings.**

The Children's Services Council shall maintain minutes of each meeting, including a record of all votes cast, and shall make such minutes available to any interested person.

#### **Section 10. Compensation; expenses.**

Members of the Children's Services Council shall serve without compensation, but shall be entitled to receive reimbursement for per diem and travel expenses consistent with the provisions of F.S. § 112.061.

#### **Section 11. District fiscal year; budget.**

(a) The fiscal year of the district shall be the same as that of the County.

(b) On or before July 1 of each year, the Children's Services Council shall prepare a tentative annual written budget of the district's expected income and expenditures, including a contingency fund. The council shall, in addition, compute a proposed millage rate within the voter-approved cap necessary to fund the tentative budget and, prior to adopting a final budget, comply with the provisions of F.S. § 200.065, relating to the method of fixing millage, and shall fix the final millage rate by resolution of the council. The adopted budget and final millage rate shall be certified and delivered to the Board of County Commissioners as soon as possible following the council's adoption of the final budget and millage rate pursuant to F.S. ch. 200. Included in each certified budget shall be the millage rate, adopted by resolution of the council, necessary to be applied to raise the funds budgeted for district operations and expenditures. In no circumstances, however, shall any district levy millage to exceed a maximum of one-half (1/2) mill of assessed valuation of all properties within the county which are subject to ad valorem county taxes.

(c) The budget of the district so certified and delivered to the Board of County Commissioners shall not be subject to change or modification by the Board of County Commissioners or any other authority.

**Section 12. District reports and documentation required by law.**

The district shall comply with all statutory requirements of general application which relate to the filing of any financial reports or compliance reports required under F.S. ch. 218, pt. III, or any other report or documentation required by law, including the requirements of F.S. §§ 189.015, 189.016, and 189.08.

**Section 13. Fiscal management; surety bond.**

(a) All tax money collected under this ordinance, as soon after the collection thereof as is reasonably practicable, shall be paid directly to the Children's Services Council by the tax collector of the county, or the clerk of the circuit court, if the clerk collects delinquent taxes.

(b) All moneys received by the Children's Services Council shall be deposited in qualified public depositories, as defined in F.S. § 280.02, with separate and distinguishable accounts established specifically for the council and shall be withdrawn only by checks signed by the chairman of the council and countersigned by either one other member of the council or by a chief executive officer who shall be so authorized by the council.

(c) Upon entering the duties of office, the chairman and the other member of the council or chief executive officer who signs its checks shall each give a surety bond in the sum of at least \$1,000.00 for each \$1,000,000.00 or portion thereof of the council's annual budget, which bond shall be conditioned that each shall faithfully discharge the duties of his or her office. The premium on such bond may be paid by the district as part of the expense of the council. No other member of the council shall be required to give bond or other security.

(d) No funds of the district shall be expended except by check as aforesaid, except expenditures from a petty cash account which shall not at any time exceed \$100.00. All expenditures from petty cash shall be recorded on the books and records of the council. No funds of the council, excepting expenditures from petty cash, shall be expended without prior approval of the council, in addition to the budgeting thereof.

#### **Section 14. Optional funding.**

After or during the first year of operation of the Children's Services Council of Leon County, the Board of County Commissioners, at its option, may fund in whole or in part the budget of the council from its own funds.

**Section 15. Use of funds.**

Funds collected pursuant to the provisions of this ordinance 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.

**Section 16. Referendum.**

The authority of the Children's Services of Leon County to levy up to one-half (1/2) mill to carry out the purposes and intent of this ordinance and to fund the District shall be presented to the County electorate by placing a question on the November 6, 2018 general election ballot. The Supervisor of Elections of Leon County shall place the following question on the November 6, 2018 general election ballot:

**ESTABLISHMENT OF CHILDREN'S SERVICES COUNCIL OF LEON COUNTY**

Should the Children's Services Council of Leon County be established to provide children with early learning and reading skills, development, treatment, preventative and other children's services in Leon County as a special district with ad valorem taxing authority limited to one-half (1/2) mill annually, and independent oversight and accountability as required by law, unless and until the district is dissolved as specified in s.125.901(4)(a), Florida Statutes?"

**YES** \_\_\_\_\_

**NO** \_\_\_\_\_

**Section 17. Conflicts.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, except to the extent of any conflicts with the Tallahassee-Leon County 2030 Comprehensive Plan, as amended, which provisions shall prevail over any parts of this ordinance which are inconsistent, either in whole or in part, with the said Comprehensive Plan.





# Leon County Board of County Commissioners

## Agenda Item #13

March 27, 2018

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

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

**Title:** Request to Schedule the First and Only Public Hearing for April 10, 2018, to Consider an Ordinance to Establish an Independent Children's Service Council District Upon Voter Approval at the November 6, 2018 General Election

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<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Heather Peebles, Special Projects Coordinator Nicki Paden, Management Analyst Sara Pratt, Management Intern

### **Statement of Issue:**

As requested by the Board during the February 27, 2018 meeting, this agenda item seeks approval to schedule the first and only public hearing on April 10, 2018 at 6:00 p.m. to consider an ordinance creating an independent special district to fund children's services throughout Leon County upon voter approval at the November 6, 2018 General Election (Attachment #1).

### **Fiscal Impact:**

This item does not have a fiscal impact. However, if approved by the voters in November, the Children's Services Council could levy up to 0.5 mills annually beginning in FY2020 (October 1, 2019). The 0.5 mills would generate approximately \$8.0 million. The levying of the millage and expenditure of the funds would be solely at the discretion of the newly created independent special district.

### **Staff Recommendation:**

Option #5: Board direction.

Title: Request to Schedule the First and Only Public Hearing for April 10, 2018, to Consider an Ordinance to Establish an Independent Children's Service Council District Upon Voter Approval at the November 6, 2018 General Election

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## **Report and Discussion**

### **Background:**

During the February 27, 2018 meeting, the Board directed staff to present an agenda item for consideration of a 2018 General Election ballot that establishes an independent special district with taxing authority for the purpose of providing funding for children's services throughout the county. Section 125.901, Florida Statutes provides counties with the authority to create this type of independent special district by ordinance upon approval by the local electorate to annually levy ad valorem taxes not to exceed the maximum of 0.5 mills (Attachment #2).

Florida law states that a Children Services Council (CSC) is granted the power to allocate tax revenue to provide and maintain preventive, developmental, treatment, and rehabilitative services for children as well as any other children's services needed for the general welfare of the county.

Once an independent special district is established, the Board of County Commissioners has limited oversight and authority. Per Section 125.901, Florida Statutes, the CSC must provide the board with an annual report, quarterly financial reports, and an annual budget. However, Florida Statute states that the CSC's budget shall not be subject to change or modification by the governing body of the county or any other authority. The Board of County Commissioners does have the authority to dissolve a district by ordinance upon approval of the electorate. To do this, the county must first obligate itself to assume the district's debts, liabilities, contracts, and outstanding obligations within the total millage available to the county.

In May 1989, the Board of County Commissioners appointed 26 citizens to a Children's Services Committee charged with studying children's issues, identifying needs, finding areas of duplication, and presenting a final report with recommendations. The Committee's Final Report (Attachment #3) found that insufficient resources were available and recommended that an independent special district be established to provide dedicated funding for children's services. The Board accepted the Committee's recommendation, adopted the necessary ordinance to establish a district (Attachment #4), and called for a special election to grant the CSC authority to level ad valorem tax. A special election was held on May 8, 1990, and the referendum failed with 67% of voters opposed.

The proposed Ordinance included as Attachment #1 will create Children's Services Council district upon voter approval at the November 6, 2018 General Election.

### **Analysis:**

Florida Statute 125.901 provides Counties the authority and process to establish independent special districts for children's services. Currently, there are eight Florida counties with an independent special district for children's services: (1) Broward; (2) Hillsborough; (3) Martin, (4) Miami-Dade, (5) Okeechobee, (6) Palm Beach, (7) Pinellas, (8) and St. Lucie. As show in Table 1, these districts vary in age, structure, and the amount of annual tax revenue collected for services.

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**Table 1: Comparative Summary of Independent Special Districts for Children's Services**

County	Name	Year Est.	Membership	Millage Rate	Annual Ad Valorem Taxes
Broward	Children's Services Council of Broward County	2000	11 Members*: (6) Ex-officio members; (5) Members appointed by the Governor	0.4882	\$75.9 million
Hillsborough	Children's Board of Hillsborough County	1988	10 Members: (5) Ex-officio members; (5) Members appointed by the Governor	0.4589	\$32.9 million
Martin	Children's Services Council of Martin County	1988	10 Members: (5) Ex-officio members; (5) Members appointed by the Governor	0.3618	\$7.2 million
Miami-Dade	The Children's Trust of Miami	1988	33 Members: (22) Ex-officio members; (4) Members-at-large, as appointed by a majority of the sitting members; (7) Members appointed by the Governor	0.5	\$121 million
Okeechobee	The Children's Trust of Okeechobee County	1990	10 Members: (5) Ex-officio members; (5) Members appointed by the Governor	0.4000	\$624,683
Palm Beach	Children's Services Council of Palm Beach County	1986	10 Members: (5) Ex-officio members; (5) Members appointed by the Governor	0.659**	\$113 million
Pinellas	Juvenile Welfare Board of Pinellas County	1945	11 Members*: (5) Ex-officio members; (6) Members appointed by the Governor	0.8981**	\$61 million
St. Lucie	Children's Services Council of St. Lucie County	1990	10 Members: (5) Ex-officio members; (5) Members appointed by the Governor	0.4765	\$8 million

\* Broward and Pinellas County were permitted by a special act of the Legislature in 2003 and 2004 respectively to modify the number of members serving on their CSC.

\*\* Palm Beach and Pinellas County were permitted by a special act of the Legislature in 2000 and 2003 respectively to levy up to 1.0 mill upon voter approval.



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In 1945, the Florida Legislature passed a local bill establishing the first CSC in Pinellas County known as the Juvenile Welfare Board. The most recent CSC to be established was in Broward County in 2000. Broward's CSC was similarly established by a local bill rather than an ordinance, which is not the case in most counties. The majority of CSC's have set a millage rate of between 0.3 mills and the maximum of 0.5 mills; however, two counties (Palm Beach and Pinellas) were permitted by a special act of the Legislature to levy up to 1.0 mill upon voter approval.

Pursuant to Florida Statute, each CSC has the power to collect information and statistical data to help identify the needs of children and to allocate funds to other local agencies providing services. Local governments are eligible to receive funding from the CSC; however, Section 125.901, Florida Statutes prohibits the public school system and any agencies under the school system's exclusive jurisdiction from receiving funds. All of the existing CSCs have implemented a competitive grant program to fund children's services, and some larger CSCs have also developed their own programs to directly provide services. The types of services funded through CSCs include but are not limited to:

- early childhood education
- literacy and tutoring programs
- drop-out and juvenile crime prevention programs
- youth employment
- counseling for expectant parents
- afterschool and enrichment programs
- distribution of meals and schools supplies
- healthcare services such as mental health and substance abuse counseling, dental services, hearing and vision screenings, developmental screenings for children with special needs, and outreach to promote enrollment in Florida's KidCare Program.

The most recent annual report for each CSC is included as Attachments #5-12 and provides additional information regarding the types of organizations and services that receive funding.

*Children's Services Council Structure*

Per Section 125.901, Florida Statutes, for charter counties an independent special district for children's services is governed by a CSC composed of either 10 members or 33 members. As noted in the comparative analysis, the majority of the CSC's are governed by a 10-member body consisting of the following members:

- The superintendent of schools;
- A school board member as appointed by the school board;
- The Department of Children and Families District Administrator, or his or her designee;
- A judge assigned to juvenile cases as appointed by the chief judge;
- A county commissioner as appointed by the board of county commissioners; and
- Five (5) members appointed by the Governor from candidates nominated by the board of county commissioners to serve a four-year term.

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Board of County Commissioners in a home rule charter county may alternatively choose to establish a CSC composed of 33 members (Attachment #1). Currently, only Miami-Dade County has chosen to adopt a 33-member structure for its CSC. Several of the ex-officio positions on a 33-member CSC do not exist in Leon County, such as the county mayor and county municipal league representative. Consequently, staff recommends the 10-member structure for the CSC should the Board wish to proceed with scheduling a public hearing on April 10, 2018.

#### *Terms of Reauthorization*

For counties seeking to establish an independent special district after 2010, the Board of County Commissioners has three options regarding the terms of reauthorization of the CSC:

- Specify in the initial referendum that the district is not subject to reauthorization and would remain in place until and unless repealed by the voters.
- **OR**, specify in the initial referendum the number of years for which the initial authorization shall remain effective.
- **OR**, if the referendum does not prescribe terms of reauthorization, the county is required to submit the question of retention or dissolution to the electorate in the general election 12 years after the initial authorization.

There is no comparative analysis for how other Counties address terms of reauthorization as Florida Statutes provides different procedures for children's services councils established prior to 2010 (all eight existing CSC's were established prior to 2010). However, the Alachua County Board of County Commissioners is also considering establishing a children's services council and has approved placing a referendum on the November 6, 2018 ballot. Alachua's referendum does not specify terms of reauthorization (Attachment #13). Therefore, if the referendum is approved by their voters, Alachua County will be required to reauthorize its district in twelve years or 2030 (Attachment #2).

Should the Board wish to proceed with scheduling a public hearing on April 10, 2018, the preferred terms of reauthorization will need to be established for the referendum.

#### *First Year of Operation, Staffing and Funding*

According to Florida Statute, once a referendum for an independent special district is approved and members are appointed to a CSC:

...the children's services council must identify and assess the needs of the children in the county served by the council and submit to the governing body of each county a written description of:

- a) The activities, services, and opportunities that will be provided to children.
- b) The anticipated schedule for providing those activities, services, and opportunities.
- c) The manner in which children will be served, including a description of arrangements and agreements which will be made with community organizations, state and local

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educational agencies, federal agencies, public assistance agencies, the juvenile courts, foster care agencies, and other applicable public and private agencies and organizations.

- d) The special outreach efforts that will be undertaken to provide services to at-risk, abused, or neglected children.
- e) The manner in which the council will seek and provide funding for unmet needs.
- f) The strategy which will be used for interagency coordination to maximize existing human and fiscal resources.

The CSC must also go through the process of adopting a millage rate and budget in accordance with Florida's the Truth in Millage (TRIM) Act. As shown in the attached timeline (Attachment #14), accomplishing these statutory requirements will take approximately one year. During this time, the CSC will not collect tax revenue and consequently would not be able to hire staff without assistance from the County.

To remedy the issue, Florida law permits the Board of County Commissioners to fund the CSC during its first year of operation which may include financial and/or staffing support. The financial support may be provided in the form of a loan. Other counties with a CSC have granted loans ranging from \$5,000 to \$500,000. Some of CSC's have utilized the loans to hire staff. Most counties have chosen to utilize staffing support from the offices of the County Administrator and County Attorney during their initial startup period. Should the Board wish to provide these resources, an interlocal agreement with the CSC would be established.

*Fiscal Analysis and Impacts*

As an independent special district, the CSC would have the authority to levy up to 0.5 mills annually. The first year of property tax collection would begin in FY2020 (October 1, 2019). The amount of property tax collection would be impacted by the passage of the additional \$25,000 homestead exemption referendum in November 2018. Table 2 shows the estimated amount of revenue at three different mileage rate increments with and without the impact of the additional homestead exemption. The actual millage rate would be established annually by the CSC. Projected revenues reflect estimated property value growth at 4% per year from FY 2018.

**Table 2: Possible Millage Rates and Revenue Scenarios for the CSC Taxing Authority**

<b>Millage Rate</b>	<b>0.125</b>	<b>0.25</b>	<b>0.5</b>
Revenue <u>Without</u> Passage of Additional Homestead Referendum <sup>(1)</sup>	\$2,003,129	\$4,006,257	\$8,012,515
Revenue <u>With</u> Passage of Additional Homestead Property Referendum <sup>(1) (2)</sup>	\$1,884,379	\$3,768,757	\$7,537,515

(1) Revenues reflected at 95% of collections as required by Florida Statute

(2) Revenues adjusted for a loss of \$1.0 billion in taxable value due to passage of additional property tax referendum

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It is important to note that, in addition to a potential new CSC millage rate, the Board has approved a fiscal plan that contemplates an increase to the Countywide millage rate by 0.4 mills to address the impacts of the proposed new homestead exemption. The Board's fiscal plan to address the \$7.2 million in lost property tax revenue in FY 2020 includes two primary strategies. The first strategy is to address payments to the Downtown CRA and save the County \$1.4 million. This strategy has been approved by both the City and County and is in the final stages of negotiation. The second strategy is to increase the countywide millage rate by 0.4 in FY 2020. This will raise an additional \$5.8 million and offset the balance of the reduced revenue.

As discussed during last year's budget development, if the referendum passes, the additional \$25,000 exemption for a homestead property owner with taxable values greater than \$150,000 will see \$208 in annual savings. Table 3 shows the impact of a possible CSC property tax on an average single family homestead property assuming the property tax referendum passes.

**Table 3: Impact to an Average (\$159,000) Homesteaded Property of Children Services Council Taxing Authority in Conjunction with Implementation of County Fiscal Plan**

CSC Millage Rate	0.125	0.25	0.50
Savings from Additional Homestead Exemption	\$208.00	\$208.00	\$208.00
Increase from Children Services Council Millage	(\$10.50)	(\$21.00)	(\$42.00)
Increase from County Fiscal Plan (0.4 mills)	(\$34.00)	(\$34.00)	(\$34.00)
Total Savings	\$163.50	\$153.00	\$132.00

If the CSC levied a millage without the property tax exemption being approved, the impact may range from \$10.50 to \$42.00 depending on the millage rate; the actual millage rate will be established annually by the CSC. However, if the homestead exemption passed, the additional \$25,000 exemption provides the average homeowner \$208.00 in savings. As reflected in the table, the average homeowner would still have a net savings with the possible 0.4 mills levied by the County and 0.5 mills levied by a new CSC.

Non-homesteaded property owners do not benefit from the exemption and any tax increase depends upon the property's taxable value (e.g. a 0.50 mill increase for \$150,000 taxable value results in a \$75.00 annual or \$6.25/monthly increase in property taxes.)

#### *Dependent Special Districts for Children's Services*

An alternative approach to funding children's services is the establishment of a dependent special district. Section 125.901, Florida Statutes, authorizes each county to create by ordinance a dependent special district for the purpose of providing preventive, developmental, treatment, and rehabilitative services for children. The district would be staffed by the county and funding for the district would be provided as part of the county's annual budget. The district would be governed by a CSC charged with making funding recommendations to the Board of County



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Commissioners. The district would also be authorized to seek grants and accept donations to fund children's services, provided that the district's budget requires approval by the Board of County Commissioners or may be vetoed by the Board.

Attachment #15 compares the four (4) counties currently operating a dependent special district to fund children's services: (1) Duval; (2) Indian River; (3) Lake; and (4) Manatee.

### Conclusion

Should the Board wish to proceed, the next required step is to schedule a public hearing to consider an ordinance establishing an independent Children's Service Council district upon voter approval. Once at public hearing, a simple majority vote is required to adopt the ordinance for placing a referendum on the November 6, 2018 General Election ballot.

As stated previously, the Board of County Commissioners has limited oversight and authority over a CSC once established. However, a County Commission does have the authority to determine the CSC's structure, the terms of reauthorization for the independent special district, and interim staffing and funding provided to the CSC in its first year before it is able to collect tax revenue.

### Options:

1. Schedule the first and only public hearing for April 10, 2018, to consider an Ordinance to establish an independent Children's Service Council district upon voter approval at the November 6, 2018 General Election and direct staff to prepare ballot language specifying that the district is not subject to reauthorization.
2. Schedule the first and only public hearing for April 10, 2018, to consider an Ordinance to establish an independent Children's Service Council district upon voter approval at the November 6, 2018 General Election and direct staff to prepare ballot language specifying the number of years for which the initial authorization shall remain effective.
3. Schedule the first and only public hearing for April 10, 2018, to consider an Ordinance to establish an independent Children's Service Council district upon voter approval at the November 6, 2018 General Election and direct staff to prepare ballot language that does not prescribe terms of reauthorization, thus requiring reauthorization in the 2030 General Election in accordance with Florida law.
4. Do not schedule first and only public hearing for April 10, 2018, to consider an Ordinance to establish an independent Children's Service Council district upon voter approval at the November 6, 2018 General Election
5. Board direction.

### Recommendation:

Option #5.

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Attachments:

1. Proposed Ordinance
2. Section 125.901, Florida Statutes
3. 1990 Children's Services Committee Final Report
4. Leon County Ordinance 90-13, Children's Services District and Council
5. Children's Services Council of Broward County 2016 Annual Report
6. Children's Board of Hillsborough County 2016 Annual Report
7. Children's Services Council of Martin County 2016 Annual Report
8. The Children's Trust of Miami-Dade County 2017 Annual Report
9. Children's Services Council of Okeechobee County 2017 Annual Report
10. Children's Services Council of Palm Beach County 2017 Funding Report
11. Juvenile Welfare Board of Pinellas County 2018 Budget
12. Children's Services Council of St. Lucie County 2017 Annual Report
13. Alachua County Ordinance for the Creation of a Countywide Independent Special District to Provide Children's Services
14. Timeline of the First Year of Operation
15. Comparative Summary of Dependent Special Districts for Children's Services

# Leon County Board of County Commissioners

## Agenda Item #23

May 22, 2018

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

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

**Title:** Report on the Establishment of an Independent Children's Service Council District

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<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Heather Peeples, Special Projects Coordinator Sara Pratt, Management Intern

### **Statement of Issue:**

As requested by the Board during the March 27, 2018 meeting, this agenda item provides an overview of existing research relative to issues impacting children in Leon County, possible approaches regarding an education and information program, and options for the County's support during a Children's Services Council's first year of operation.

### **Fiscal Impact:**

This item does not have a fiscal impact. However, if approved by the voters in November, the Children's Services Council could levy up to 0.5 mills annually beginning in FY 2020 (October 1, 2019). The 0.5 mills would generate approximately \$8.0 million. The levying of the millage and expenditure of the funds would be solely at the discretion of the newly created independent special district.

### **Staff Recommendation:**

Option #1: Accept the report on the establishment of an independent Children's Service Council District.

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## Report and Discussion

### **Background:**

As requested by the Board during the March 27, 2018 meeting, this agenda item provides an overview of existing research relative to issues impacting children in Leon County, approaches regarding a possible education and information program, and options for the County's support during a Children's Services Council's (CSC) first year of operation.

During the March 27<sup>th</sup> meeting, staff presented an agenda item including a proposed Ordinance establishing an independent CSC district upon voter approval. The Board directed staff to schedule the first and only public hearing for the proposed Ordinance on June 19, 2018 and directed staff to bring back an agenda item at the Board's May 22, 2018 meeting to include the requested information.

Since the Board's last meeting, the City Commission has adopted a resolution supporting Leon County's proposed Children's Services Council Ordinance (Attachment #1). Also in this time, a local political committee called *Our Kids First* formed to advocate for the establishment of a CSC in Leon County.

### **Analysis:**

Following an overview of existing research relative to issues impacting children in Leon County, the analysis section concludes with possible approaches regarding an education and information program, and options for the County's support during a Children's Services Council's first year of operation.

#### **Executive Summary: Existing Research Relative to Issues Impacting Children in Leon County**

Over 30 reports are cited in this item, but many other reports focusing on various issues impacting children at the national, state, and local level are available. The reports included in this agenda item were selected based on several criteria. First, reports were selected because they provided the most current data or were published by organizations that regularly gather data allowing for trends to be identified. Second, reports with comparative data at the state and county level were also selected. As a result, the majority of the reports included in this item were prepared by state and federal agencies. Additionally, reports from community stakeholder groups and nonprofits that focus on children's issues are presented in the item. These reports often utilize the same state/federal data, but also include recommendations for improving outcomes for children and families.

From each of these reports, common indicators of child well-being were selected and are presented across four categories: (1) Economic Well-being, (2) Education, (3) Health, and (4) Family & Community. These categories are based on *Kids Count*, a project of the Annie E. Casey Foundation to track the well-being of children in the United States.

**Economic Well-being:** Eleven indicators of economic well-being were identified for this agenda item, and Leon County outperformed or was consistent with the State in all but three: (1) child poverty, (2) percent of those eligible receiving Women, Infants, and Children (WIC)



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services, and (3) the percent of single male households with children living below the Asset Limited, Income Constrained, Employed (ALICE) threshold.

**Education:** Twelve indicators of educational achievement were selected for this agenda item, and Leon County outperformed or was generally equivalent to the State in all categories. In addition to the comparative analysis, there are several specific recommendations for improvement from the 2017-2018 Leon County Schools Title I Advisory Council report, including: strengthening and increasing access to school readiness programs, providing parent skills/support programs, and establishing community partnerships with nonprofit organizations to better serve students' needs in a coordinated and timely manner.

**Health:** Fourteen indicators of physical and mental health were selected for this agenda item, and Leon County outperformed or was consistent with the State in five indicators: (1) tobacco use, (2) suicides ages 12-18, (3) teen pregnancies, (4) overweight or obese middle and high school students, and (5) physically active middle and high school students.

Leon County did not perform as well as the rest of the State in the remaining nine indicators: (1) Baker Act involuntary examinations for children under the age of 18; (2) drug and alcohol use, (3) hospitalizations for self-inflicted injuries, (4) motor vehicle crashes, (5) motor vehicle crash deaths, (6) infant deaths, (7) deaths ages 5-9, (8) bacterial STDs ages 15-19, (9) kindergarten immunizations.

In addition to the comparative analysis, the Florida Department of Health's 2018 Leon County Community Health Assessment identified the following as priority public health issues in Leon County related to children:

- Early Childhood Education
- After-School Programs/Tutoring
- Social Marketing Of Health Promotion
- Maternal and Child Health
- Breastfeeding
- Access to Prenatal Care
- Access to Mental Health Services
- Access to Healthy Foods
- Physical Activity

**Family & Community:** Fourteen indicators of family and community well-being were identified for this agenda item, and Leon County outperformed or was consistent with the State in eight of the indicators. Leon County did not perform as well as the rest of the State in the remaining seven indicators: (1) grandparents acting as child guardians, (2) total juvenile arrests, (3) juvenile arrests/contacts for burglary, (4) juvenile arrests/contacts for grand larceny, (5) juvenile arrests/contacts for auto theft, (6) school-related arrests.

**Statewide Rankings:** In addition to the individual reports and indicators provided in this agenda item, child well-being rankings for each of Florida's counties are provided by Florida's division of *Kids Count*, which is overseen by Department of Child and Family Studies at the University of South Florida. According to their 2018 Florida Child Well-Being Index, **Leon County ranked 10<sup>th</sup> out of 67 counties** in the State for child well-being (Attachment #2). However, while Leon County is ranked relatively high, the comparisons are being made to **Florida which**

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**had an overall rank of 40<sup>th</sup> in the nation** according to the Annie E. Casey Foundation 2017 *Kids Count* project (Attachment #3). Table #1 shows a comparison for all four categories.

**Table #1: Leon County and the State of Florida Summary Analysis**

	<b>Leon County compared to all 67 Florida Counties</b>	<b>State of Florida compared to all 50 States</b>
<b>Economic Well-being</b>	21	45
<b>Education</b>	4	31
<b>Health</b>	32	44
<b>Family &amp; Community</b>	53	35
<b>Aggregate Ranking</b>	<b>10</b>	<b>40</b>

While Leon County outperforms the State in many indicators, there are a number of areas where the data indicates Leon County is not performing as well. However, these comparisons are being made to the entire State of Florida, which in total is ranked near the bottom when compared to the rest of the country.

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***Overview of Existing Research Relative to Issues Impacting Children in Leon County***

A thorough literature review of existing research relative to issues impacting children in Leon County was conducted. This overview provides an aggregation of available data points that are common indicators of child well-being and presents a comparison of Leon County to the State of Florida. The indicators of child well-being selected for this overview are organized into four categories: (1) Economic Well-being, (2) Education, (3) Health, and (4) Family & Community.

In defining "children", according to the U.S. Census Bureau, on average from 2012-2016 there were 53,292 children under the age of 18 living in Leon County. In Leon County, children ages 5 to 14 years comprised 10.4% of the total population, and children ages 15 to 17 years comprised 3.2% of the population.

***Economic Well-being***

As shown in Table #1, eleven indicators of economic well-being were identified for this report. Leon County outperformed or was consistent with the State in all but three: (1) child poverty, (2) percent of those eligible receiving Women, Infants, and Children (WIC) services, and (3) the percent of single male households with children living below the ALICE threshold.

**Table #2 - Economic Indicators**

Agency/Report	Report Highlights	Leon	Florida
American Community Survey (Attachment #4) (2012-2016)	Children in households with an income below poverty level in the last 12 months	10,274 (23.3%)	931,568 (19.4%)
	% of children under age 6 with all parents in the labor force.	68.2%	66.8%
	% of children ages 6 to 17 with all parents in in the labor force	76%	72%
	% of children in families that own a home	54.2%	54.0%
Public Assistance Report (Attachment #5) (2012-2016)	Children in households receiving public assistance	16,030 (30%)	1,326,413 (32.7%)
Council on Homelessness Annual Report (2015-2016) (Attachment #6)	Homeless students in Pre-K through 12 <sup>th</sup> grade	866 (2.3%)	72,957 (2.4%)
Women, Infants, and Children (WIC) Data (2015-2017) (Attachment #7)	% of those eligible being served by WIC	64.3%	72.1%
Asset Limited, Income Constrained, Employed ALICE Report (2015) (Attachment #8)	Households married with children living below the ALICE threshold	10%	32%
	Single female households with children living below the ALICE threshold	78%	84%
	Single male households with children living below the ALICE threshold	74%	71%
	Average cost of child care for two adults with one infant and one preschooler	\$961 (per month)	\$1,015 (per month)
Whole Child Leon: Report on the Status of Our Young Children (2016) (Attachment #9)	The report proposes the following recommendations for policies and programs: <ul style="list-style-type: none"> <li>• Promote paid parental leave</li> <li>• Promote livable wage of at least \$10 per hour</li> <li>• Encourage businesses to adopt family friendly policies</li> <li>• Encourage business practices that support breastfeeding mothers</li> <li>• Support businesses in low income neighborhoods</li> <li>• Encourage financial institutions to provide short term low interest loans to prevent predatory lending</li> </ul>		

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#### 2012-2016 American Community Survey 5-Year Estimates (Attachment #4)

The United States Census Bureau's American Community Survey is an ongoing survey that provides vital demographic information on a yearly basis. Topics covered in the Survey include population, income, poverty, housing, education and more.

According the 2012-2016 Survey, 23.3% of children in Leon County lived in a household where the total income for the last year was below the federal poverty threshold. Poverty thresholds vary by size of family and the ages of the members. While child poverty was higher in Leon County, the Survey found that the County had a higher percentage of children in households where all parents were in the labor force, meaning that they are either employed or looking for employment. The percentage of children in families that owned a home rather than renting housing was also slightly higher in Leon County than statewide.

#### Public Assistance Report 5-Year Estimates (Attachment #5)

As part of its American Community Survey, the U.S. Census Bureau reports the number of children in households that have received Supplemental Security Income (SSI), cash public assistance income, or Supplemental Nutrition Assistance Program (SNAP) services in the past 12 months.

From 2012 to 2016, 16,030 Leon County children (30%) lived in households receiving at least one form of public assistance. In the State of Florida during the same period, 1,326,413 children (32.7%) received at least one form of public assistance.

#### Council on Homelessness 2017 Annual Report (Attachment #6)

Florida Department of Children and Families (DCF) Council on Homelessness was established in 2001 to develop policy and make recommendations on how to reduce homelessness throughout the State. Each year, the Council publishes a report on the number of homeless individuals in each county. According to the report, during the 2015-2016 period, 2.3% (866) of Leon County Pre-K through 12<sup>th</sup> grade students were homeless, which is slightly less than the statewide percentage of 2.4% (72,957). The majority of homeless students in Leon County lived in shelters (23%; 200) or shared housing with others (69%; 597) due to loss of housing, economic hardship, etc.

#### Women, Infants, and Children (WIC) Data (Attachment #7)

The Florida Department of Health monitors data on WIC, a federal assistance program for healthcare and nutrition of low-income pregnant women, breastfeeding women, non-breastfeeding postpartum women, infants, and children up to age five. Data from the 2015-2017 period indicates that in Leon County 64.3% (14,752 out of 22,945) of those eligible for WIC were served, compared to Florida's 72.1% (1,433,284 out of 1,988,506).

#### ALICE Report (Attachment #8)

The ALICE (Asset Limited, Income Constrained, Employed) Report is a study of financial hardship conducted by Rutgers University-Newark's School of Public Affairs and Administration as requested by United Way agencies in 15 states, including Florida. The 2017 edition of the Report is an update to the initial report and was compiled using 2015 data from various sources including the Bureau of Labor Statistics, American Community Survey, the



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Florida Department of Education, and other state and federal government agencies. The ALICE report provides county-level data on the minimum budget required for household survival.

According to the Report, in 2015, 10% of households married with children were below the ALICE threshold, which is significantly lower than the statewide average of 32%. Additionally, 78% of single female households with children and 74% of single male households with children were below the ALICE threshold compared to the statewide average of 84% and 71% respectively. The Report found that the average cost of childcare in Leon County for two adults with one infant and one preschooler was \$961 a month. This is lower than the state average for childcare, which was \$1,015 a month.

The Board held a workshop on the ALICE Report on May 8, 2018, during which these findings were discussed in greater detail.

#### Whole Child Leon 2016 Report on the Status of Our Young Children (Attachment #9)

Whole Child Leon was established in 2004 by the Lawton Chiles Foundation and partners with existing providers to connect families to services relating to social and emotional development, spiritual foundation and strength, economic development, physical and mental health, quality education, and safe and nurturing environments. In its 2016 report, Whole Child Leon provides an assessment of the health of children ages 0 to 5, and proposes several recommendations for policies and programs to address issues of economic disparity, including:

- Encourage local governments, those who contract with local governments and who receive incentives from local government to move towards a more livable wage of at least \$10 per hour,
- Encourage all businesses to implement family friendly practices that enable single parents to maintain continuous employment,
- Use economic development incentives (e.g. Blue Print 2000) to attract and support employers who utilize family friendly practices (paid maternity and paternity leave, support breastfeeding) and pay a livable wage.
- Encourage financial institutions (banks and credit unions) to provide low interest loans to startup businesses that will be located in low income neighborhoods and employ residents of these areas, and
- Encourage banks and credit unions to create short term, low interest loans for emergency relief to stop predatory lending.

#### ***Education***

As shown in Table #2 on the following page, 12 indicators of educational achievement were selected for this agenda item. Leon County outperformed or was generally equivalent to the State in all categories. In addition to the comparative analysis, there are several specific recommendations for improvements from local stakeholder groups and nonprofits.

The 2017-2018 Leon County Schools Title I Advisory Council report presents many recommendations, including: strengthening and increasing access to school readiness programs, providing parent skills/support programs, and establishing community partnerships with nonprofit organizations to better serve students' needs in a coordinated and timely manner.

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Similarly, Whole Child Leon's 2016 Report on the Status of Our Young Children provides several recommendation for improving early childhood education, such as: increasing local funding for subsidized childcare, providing funding to the Early Learning Coalition to support quality rankings for childcare centers, support workforce training for early childhood professionals.

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**Table #3 - Educational Indicators**

Agency/Report	Report Highlights	Leon	Florida
Office of Early Learning Annual Report (2016-2017) (Attachment #10)	% of eligible children enrolled in School Readiness Programs	40%	22%
Graduation Rates (2016-2017) (Attachment #11)	High school graduation rates	88.6%	82.3%
	High school graduation rates by race (White)	94.1%	86.2%
	High school graduation rates by race (Black)	81.6%	74.8%
	High school graduation rates by race (Hispanic)	89.6%	81.3%
	High school graduation rates by race (Asian)	93.8%	93.2%
Dropout Rates (2016-2017) (Attachment #12)	High school dropout rates	0.4%	4%
Florida Department of Education: Local Education (LEA) Profile (Attachment #13)	Standard diploma graduation rate for students with disabilities (2015-2016)	81%	64%
	Dropout rate for students with disabilities (2015-2016)	3%	17%
	Students with disabilities in any employment or continuing education (2014-2015)	61%	55%
Student Performance Data for Students with Disabilities (2015-2016) (Attachment #14)	Pre-K Children with Disabilities Functioning within Age Expectations by Time of Exit		
	% of Pre-K children meeting expectations in Personal-Social	86.4%	81.1%
	% of Pre-K children meeting expectations in Communication	72.1%	66.5%
	% of Pre-K children meeting expectations in Adaptive	83.6%	77.2%
Florida Standards Assessment English Language Arts: 3rd Grade (2016-2017) (Attachment #15)	% of 3 <sup>rd</sup> grade students receiving a passing score of 3 or above on the FSA English Language Arts Exam	61.8%	57.8%
Florida School Grades (2017) (Attachment #16)	% of schools with an "A" grade	34%	30%
	% of schools with an "B" grade	20%	27%
	% of schools with an "C" grade	36%	35%
	% of schools with an "D" grade	9%	7%
	% of schools with an "F" grade	0%	1%
Healthiest Communities Rankings (2018) (Attachment #17)	Per child expenditures in public schools	\$10,014 (per child)	\$9,572 (per child)
	Rate of accredited child care facilities per 100,000	0.2 (per 100k)	< 0.1 (per 100k)
	Youths ages 16 to 19 not enrolled in school or working	1.9%	4.2%
Lowest 300 Performing Elementary Schools (2016-2017) (Attachment #18)	Five of the lowest 300 performing elementary schools in the State were in Leon County		
Leon County Schools: Title I Advisory Council Report (2017-2018) (Attachment #19)	Recommendations: strengthening and increasing access to school readiness programs, providing parent skills/support programs, and establishing community partnerships with nonprofit organizations to better serve students' needs in a coordinated and timely manner.		
Early Learning Coalition of the Big Bend Region: Data Dashboard (2018) (Attachment #20)	<ul style="list-style-type: none"> <li>84.2% of children in School Readiness are from working families. <ul style="list-style-type: none"> <li>The majority of these parents work in the Healthcare (17%), Public Administration (18.4%), and Hospitality/Lodging/Leisure (20.3%) industry.</li> </ul> </li> <li>123 School Readiness providers operate in Leon County.</li> <li>In FY2018, School Readiness providers received \$6,462,262 in direct service payments from the Early Learning Coalition.</li> <li>109 VPK providers operate in Leon County</li> <li>In FY2018, VPK providers received \$3,295,926 in direct service payments from the Early Learning Coalition.</li> </ul>		
Whole Child Leon: Report on the Status of Our Young Children (2016) (Attachment #7)	<p>The report proposes the following recommendations for policies and programs:</p> <ul style="list-style-type: none"> <li>Increase funding children eligible for subsidized care</li> <li>Fund early learning collation to support quality ranking for child care centers</li> <li>Workforce training for early childhood professionals</li> </ul>		

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2016-2017 Office of Early Learning Annual Report (Attachment #10)

Florida Department of Education (FDOE) Office of Early Learning annually publishes data on the School Readiness Program and Volunteer Prekindergarten (VPK), which are administered by local early learning coalitions. The School Readiness Program is a financial assistance program for working families who are income-eligible or whose children are at risk of abuse or neglect. VPK is a free program that prepares four-year-old children for kindergarten regardless of family income.

The Early Learning Coalition of the Big Bend serves Leon County as well as Gadsden, Liberty, Taylor, Jefferson, Madison, and Wakulla. According to the Office of Early Learning's Annual Report, 2,409 children out of the 6,001 income-eligible children in Leon County were enrolled in the School Readiness Program during FY 2016-2017. This is an enrollment rate of 40%, which is nearly double the state enrollment rate of 22%.

FDOE 2016-2017 Graduation Rates (Attachment #11)

FDOE annually published state and county graduation rates, which are percentage of students who graduate within four years of their first enrollment in ninth grade. This calculation only includes students earning a standard high school diploma and does not include GEDs or special diplomas. Over the last five years, Leon County's graduation rate has increased from 77% in 2012-2013 to 88.6% in 2016-2017. The County's current graduation rate exceeds that of the State, which was 82.3% in 2016-2017.

Graduation rates for all races were higher in Leon County when compared with the State; however, in Leon County, white students had the highest graduation rate followed by Asian students, Hispanic students, then black students. At the state level, Asian students had the highest graduation rates, followed by white students, Hispanic students, then black students.

FDOE 2016-2017 Dropout Rates (Attachment #12)

According to FDOE, a dropout is defined as a student who withdraws from school for any of several reasons without transferring to another school, home education program, or adult education program. Over the last five years, Leon County's dropout rate has significantly decreased from 3% in 2012-2013 to 0.4% in 2016-2017. The County's current dropout rate is far below that of the State, which was 4% in 2016-2017.

FDOE 2017 Local Education Agency (LEA) Profile (Attachment #13)

The LEA profile contains a series of data indicators that describe measures of educational benefit, educational environment, prevalence, and parent involvement for students with disabilities. The Profile also provides information about district performance as compared to state level targets in Florida's State Performance Plan/Annual Performance Report. The Profile shows that Leon County is meeting a majority of the State Performance Plan Indicators such as graduation and dropout rates, post-school outcomes, and placement of students with disabilities.

FDOE 2017 Student Performance Data for Students with Disabilities (Attachment #14)

The Florida Department of Education Bureau of Exceptional Education and Student Services compiles student performance data using the Florida Standards Assessment (FSA), the End of Course exam (EOC), and the Florida Standards Alternate Assessment (FSAA).



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Also included in this report is the percentage of prekindergarten children with disabilities who entered prekindergarten below age expectations, but were functioning within age expectations by the time they exited preschool. Percentages are shown for each of three domains: Personal-Social, Communication, and Adaptive. In Leon County, during the 2015-2016 school year, there were 434 prekindergarten children with disabilities who entered prekindergarten below age expectations. Of these, 86.4% left prekindergarten meeting expectations in the Personal-Social domain, 72.1% met expectations in the Communication domain, and 83.6% met expectations in the Adaptive domain. Leon County's percentages for the same period exceed that of the State.

#### Florida Standards Assessment English Language Arts: 3<sup>rd</sup> Grade Scores (Attachment #15)

All Florida schools teach the established Florida Standards in English Language Arts (ELA). The Florida Standards Assessments (FSA) ELA Reading component is administered to students for the first time in third grade and is one of the main factors used to determine if a student should be promoted to the fourth grade. Scoring is determined by performance level with level 1 indicating inadequacy and level 5 indicating mastery. Level 3 is considered satisfactory and is the minimum score required for advancement to the next grade. According to the FDOE, a level 3 score indicates that the student may need additional support for the next grade/course.

In Leon County during the 2016-2017 period, there were 2,732 students taking the third grade ELA Reading component, of which 61.8% scored a level 3 or above on the exam. This is a higher percentage than the state average of 57.8%; however, Leon County experienced a slight decline from 2014-2015 when 63% of third graders passed the exam.

#### FDOE 2016-2017 Florida School Grades (Attachment #16)

The FDOE assigns a grade of "A" through "F" to each school and district in the state based on Florida Standards Assessment (FSA) scores, learning gains of the lowest 25% of students, middle school acceleration, graduation rate, and college and career acceleration. Overall, Leon County Schools received a "B" for the entire district. In total, 54% of schools in Leon County received an "A" or "B" grade compared to the statewide average of 57% of schools. The percentage of "C" and "D" schools in Leon County were slightly higher than the State.

#### 2018 Healthiest Communities Rankings (Attachment #17)

The Healthiest Communities Rankings are published by U.S. News & World Report in partnership with the Aetna Foundation and the University of Missouri Center for Applied Research and Engagement Systems (CARES). The report ranks nearly 3,000 counties using 80 metrics across 10 categories, one of which is education. According to the report, the education category examines the strength of a community's education system and the education level of its residents through measures of participation, capacity and achievement. Leon County received an overall education score of 66 out of 100. Several of the indicators used to calculate this score relate to the education of children and have been included in this item in **Table #**

#### FDOE 2016-2017 Lowest 300 Performing Elementary Schools (Attachment #18)

FDOE annually reports the 300 lowest performing elementary schools in the State. These rankings are based on the English Language Arts (ELA) achievement and learning gains points each school earns in the school grades model. In 2016-2017, five of the 300 lowest performing elementary schools were in Leon County: (1) Oak Ridge Elementary School; (2) John G Riley

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Elementary School; (3) Pineview Elementary School; (4) Bond Elementary School; and (5) Imagine School At Evening Rose. All five are Title I schools and one school, Imagine School at Evening Rose, is a charter school. Imagine School closed in 2017 after the Leon County School Board voted unanimously to eliminate its charter agreement.

#### 2017-2018 Title I Advisory Council Report to the School Board (Attachment #19)

The Title I Advisory Council (TAC) is charged with assisting the Superintendent and School Board in making decisions pertaining to Title I schools. Title I schools are those schools with high percentages of children from low-income families, and are consequently receiving federal assistance to improve academic achievement.

The 2017-2018 TAC Report provides an overview of Title I schools in Leon County including demographics, overall school grades, and the percentages of minority and economically disadvantaged students. For example, in 2017, a total of three schools received the lowest grade, a "D" grade; two (Oak Ridge & John G. Riley) are Title I schools and one is a charter school (Governor's). All three schools had a student population above 80% minority.

The Report presents several recommendations to improve student outcomes, including: strengthening and increasing access to school readiness programs, providing parent skills/support programs, and establishing community partnerships with nonprofit organizations to better serve students' needs in a coordinated and timely manner.

#### Early Learning Coalition of the Big Bend Region 2018 Data Dashboard (Attachment #20)

The Early Learning Coalition of the Big Bend Region is one of several contracted partners with the State of Florida's Office of Early Learning that is responsible for the administration of the School Readiness and VPK programs. The organization provides these services to Gadsden, Jefferson, Leon, Liberty, Madison, Taylor, and Wakulla counties and publishes monthly data on their website for each of these counties. The types of data reported include the number of VPK and School Readiness providers, direct service payments to these providers, the number of children enrolled in these programs or on a waiting list, and parent demographics of parents receiving financial assistance for childcare. Comparative state data is not included in this report as the Early Learning Coalition of the Big Bend only tracks data within its service area.

#### Whole Child Leon 2016 Report on the Status of Our Young Children (Attachment #9)

Several of the recommendations presented in the Whole Child Leon 2016 Report on the Status of Our Young Children address early childhood education, including:

- Invest local dollars to increase quality funding for Leon County children eligible for subsidized care from \$3,500 per year to \$5,000, approximately a \$2 million annual increase;
- Provide funding to Early Learning Coalition to support a rigorous quality rating system for all childcare centers and make the results public for each center. Require every licensed childcare center that receives any public funding and is rated a quality center to serve at least 25% of its children from those eligible for subsidized care.

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- Early childhood professional who are essential to program quality should receive workforce training aligned to integrate quality standards in a manner that protects workforce diversity and improves compensation.

### ***Health***

As shown in Table #3 on the following page, 14 indicators of physical and mental health were selected for this report, and Leon County outperformed or was consistent with the State in only five indicators: (1) tobacco use, (2) suicides ages 12-18, (3) teen pregnancies, (4) overweight or obese middle and high school students, and (5) physically active middle and high school students.

Leon County did not perform as well as the rest of the State in the remaining nine indicators: (1) Baker Act involuntary examinations for children under the age of 18; (2) drug and alcohol use, (3) hospitalizations for self-inflicted injuries, (4) motor vehicle crashes, (5) motor vehicle crash deaths, (6) infant deaths, (7) deaths ages 5-9, (8) bacterial STDs ages 15-19, (9) kindergarten immunizations.

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**Table #4 - Health Indicators**

Agency/Report	Report Highlights	Leon	Florida
Florida Baker Act Report (2015-2016) (Attachment #21)	% of total involuntary examinations: Children under 18	18.79% (415 exams)	16.71% (32,476 exams)
Youth Tobacco Survey (2016) (Attachment #22)	Youth currently using cigarettes, cigars, smokeless, hookah, or electronic vaping	14.2%	16.3%
Youth Substance Abuse Survey (2016) (Attachment #23)	Students having at least one alcoholic drink in the last 30 days	28.9%	25.4%
	Students using marijuana at least once in the last 30 days	17.6%	17%
	Students using synthetic or "fake" marijuana at least once in the last 30 days	2.2%	1%
	Students using amphetamines without a doctor's orders at least once in the last 30 days	2.3%	1.6%
	Students using prescription pain relievers without a doctor's orders at least once in the last 30 days	4%	2%
School Aged Children & Adolescent Profile/Pregnancy and Young Child Profile (Attachment #24)	Hospitalizations for self-inflicted injuries ages 12-18 (2012-2014)	151.8 (per 100k)	93.1 (per 100k)
	Suicide ages 12-18 (2012-2014)	3.8 (per 100k)	5.1 (per 100k)
	Licensed drivers in motor vehicle crashes ages 15-18 (2016)	87.3 (per 1,000)	56.8 (per 1,000)
	Passengers injured/killed in motor vehicle crashes ages 5-1 (2014-2016)	539.9 (per 100k)	460.5 (per 100k)
	Deaths ages 5-9 (2014-2016)	17.8 (per 100k)	13.2 (per 100k)
	Births to teen mothers ages 15-19 (2014-2016)	10.7 (per 1,000)	21 (per 1,000)
	Bacterial STDs ages 15-19 (2014-2016)	4,085 (per 100k)	2,265.4 (per 100k)
	Kindergarten children fully immunized (2016)	93.3%	93.7%
Infant Mortality Data (2014-2016) (Attachment #25)	Infant deaths per 1,000 live births	6.6 (per 1,000)	6.1 (per 1,000)
	Rate of infant deaths by race (White)	3.2 (per 1,000)	4.4 (per 1,000)
	Rate of infant deaths by race (Black/Other)	10.2 (per 1,000)	10.6 (per 1,000)
Healthiest Weight Profile (2014) (Attachment #26)	Middle and High School students who are overweight or obese	27.1%	28.2
	Middle and high school students who were physically active for at least 60 minutes per day on all 7 of the past days	22.6%	22.9%
Big Bend Area Health Education Center-Early Childhood Obesity Prevention Initiative (2015-2016) (Attachment #27)	<ul style="list-style-type: none"> <li>The highest percentages of overweight/obese students were among Title I schools.</li> <li>34% of all 1st, 3rd, and 6th grade students in Leon County Schools screened were at risk for obesity-related health.</li> <li>Children from lower income families were 1.6 times as more likely to be obese.</li> <li>Black students were more than 2 times as likely to be obese than white students.</li> </ul>		
Leon County Community Health Assessment (2015-2016) (Attachment #28)	<p>The Leon County Health Department identified the following as priority public health issues relating to children:</p> <ul style="list-style-type: none"> <li>early childhood education</li> <li>after-school programs/tutoring</li> <li>social marketing of health promotion</li> <li>maternal and child health</li> <li>breastfeeding</li> <li>access to prenatal care</li> <li>access to mental health services</li> <li>access to healthy foods</li> <li>physical activity</li> </ul>		
Whole Child Leon: Report on the Status of Our Young Children (2016) (Attachment #9)	<p>The report proposes the following recommendations for policies and programs:</p> <ul style="list-style-type: none"> <li>Increase behavioral, developmental and mental health screenings</li> <li>Funding for Capital Area Healthy Start Coalitions Preconception Health Program</li> <li>Expand community gardens, eco-tourism, and solar</li> </ul>		



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#### 2015-2016 Florida Baker Act Report (Attachment #21)

Florida Statute requires DCF to annually publish a report on the number of Baker Act involuntary examinations conducted throughout the State. In Leon County, a total of 2,209 involuntary examinations were conducted during FY 2015-2016. Of these, 18.79% were for Leon County residents under the age of 18, which is greater than the State total of 16.71%. From 2010 to 2016, the number of Leon County residents under the age of 18 that received involuntary examinations increased from 192 to 415 (116.15%).

#### 2012-2016 Youth Tobacco Survey Results (Attachment #22)

The Florida Department of Health (FDOH) regularly conducts a student survey on self-reported tobacco use among youths ages 11-17. During the 2012-2016 period, percentages of students in Leon County that have tried cigarettes, cigars, or smokeless tobacco have mostly remained consistent since 2012. However percentages of youths who have tried hookah and electronic vaping and who currently use hookah and electronic vaping have significantly increased in both Leon County and throughout the State. In 2012, 6.1% of Leon County youths tried hookah and 3.3% tried electronic vaping; in 2016, 11.5% tried hookah and 18.6% tried vaping. Youth that currently use hookah doubled from 2% in 2012 to 4.1%, in 2014 while youth that currently use electronic vaping increased from 1.1% to 7%.

#### 2012-2016 Youth Substance Abuse Survey Results (Attachment #23)

The Florida Youth Substance Abuse Survey is a collaborative effort between FDOH, FDOE, DCF, the Florida Department of Juvenile Justice, and the Governor's Office of Drug Control. The survey relies on self-reporting and is administered to Florida high school students each spring to assess risk and substance abuse prevalence. The 2016 survey results found that more Leon County high school students drink underage and use other drugs than the statewide average. Additionally, Leon County students drive impaired or ride in a car with an impaired driver more than the statewide average.

#### School-Aged Child & Adolescent Profile /Pregnancy and Young Child Profile (Attachment #24)

FDOH's publishes profiles for both children and mothers in Leon County with data on various health and economic indicators. The report ranks 82 indicators by county on a scale of 1 (most favorable) to 4 (least favorable). When compared with Florida, Leon County has 32 indicators with a score of 1 and 12 indicators with a score of 4; 38 indicators were given scores in between most favorable and least favorable.

FDOH's Pregnancy and Young Child Profile indicates Leon County ranks 84 indicators by county on the same scale of 1 to 4. When compared with Florida, Leon County had 29 indicators with a score of 1 and nine indicators with a score of 4; 46 indicators were given scores between most favorable and least favorable.

#### 2016 Infant Mortality Data (Attachment #25)

FDOH monitors rates of infant mortality by county as deaths occurring within 364 days of birth. Leon County has had higher infant mortality rates than the State for the last twenty years; however, the rates in Leon County have declined over time while the rates in Florida have remained somewhat steady. Recent data from 2014-2016, indicates that Leon County had 6.6 infant deaths per 1,000 live births compared to 6.1 infant deaths per 1,000 live births in Florida.

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Data from FDOH indicates that in Leon County there has been disparity in infant mortality among whites, blacks, and minorities for the last twenty years. Between 2014 and 2016, the infant mortality rate among whites was 3.2 infant deaths per 1,000 live births; the rate among blacks & other minorities was 10.2 infant deaths per 1,000 live births. Infant mortality rates among whites, blacks, and minorities in Florida for the same time period reflects a similar pattern, as the data also shows disparities among these groups since 1995.

#### 2016 Healthiest Weight Profile (Attachment #26)

FDOH's Healthiest Weight Profile includes data for the State and individual counties regarding the weight, eating habits, and physical activity levels of adults and children. According to Leon County's Profile, the majority of middle and high school students (69.1%) are at a healthy weight. Comparatively, 27.1% of students are either overweight or obese, which is slightly less than the state percentage of 28.2%.

#### Big Bend Area Health Education Center- Early Childhood Obesity Prevention Initiative (Attachment #27)

The Early Childhood Obesity Prevention (ECOP) Initiative was established in Leon County in 2015 under the Big Bend Area Health Education Center and works towards all children entering school at a healthy weight. Data collected by ECOP shows that for the 2015-2016 school year rates of obese or overweight students significantly increased as students moved from 1<sup>st</sup> to 6<sup>th</sup> grade. Children from lower income families were 1.6 times more likely to be obese and black students in Leon County were more than 2 times as likely to be obese than white students.

Data from 2016/2017 shows that the highest percentages of overweight/obese students were among Title I schools. Additionally, 34% of all 1st, 3rd, and 6th grade students in Leon County Schools screened were at risk for serious health problems as the great majority of obese children become obese adults.

#### 2018 Leon County Community Health Assessment (Attachment #28)

FDOH in Leon County conducts County Community Health Assessments in partnership with United Way of the Big Bend and Tallahassee Memorial Healthcare to identify priority health issues in developing strategies for a community health improvement plan. The assessment of the county's overall health status includes conducting door-to-door surveys at 300 households across six focus neighborhoods as well as gathering secondary data from sources including vital statistics, U.S. Census, FDOH, and others.

The most recent 2015-2016 assessment identified the following as priority public health issues in Leon County relating to children:

- early childhood education
- after-school programs/tutoring
- social marketing of health promotion
- maternal and child health
- breastfeeding
- access to prenatal care
- access to mental health services
- access to healthy foods
- physical activity

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Whole Child Leon 2016 Report on the Status of Our Young Children (Attachment #9)

Several of the recommendations presented in the Whole Child Leon 2016 Report on the Status of Our Young Children address the health and well-being of children and their families, including:

- Bolster healthcare provider efforts to administer behavioral, developmental, and mental health screenings in accordance with recommended frequency and add adverse childhood experience (ACE) screening to existing standards of pediatric care.
- Funding for Capital Area Healthy Start Coalitions Preconception Health Program, and
- Encourage expansion of community gardens, eco-tourism, installation and maintenance of solar units on homes.

***Family & Community***

As shown in Table #4 on the following page, 14 indicators of family and community well-being were identified for this report. Leon County outperformed or was consistent with the State in eight of the indicators. Leon County did not perform as well as the rest of the State in the remaining seven indicators: (1) grandparents acting as child guardians, (2) total juvenile arrests, (3) juvenile arrests/contacts for burglary, (4) juvenile arrests/contacts for grand larceny, (5) juvenile arrests/contacts for auto theft, (6) school-related arrests.

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**Table #5 – Family & Community Indicators**

Agency/Report	Report Highlights	Leon	Florida
County and Municipal Arrest Data (2017) (Attachment #29)	% of total arrests: Juveniles (Under age 18)	10.8% (474 arrests)	7.9% (29,702 arrests)
Delinquency Profile (2016-2017) (Attachment #30)	% of youth arrests/contacts for burglary	16%	15.4%
	% of youth arrests/contacts for assault/battery	14.8%	16.4%
	% of youth arrests/contacts for aggravated/battery	10.3%	10.3%
	% of youth arrests/contacts for misdemeanor drugs	6.9%	6.9%
	% of youth arrests/contacts for grand larceny (excluding auto)	5.9%	4.9%
	% of youth arrests/contacts for auto theft	5.3%	1.9%
	% of youth arrests/contacts by race (White)	21%	37%
	% of youth arrests/contacts by race (Black)	75%	47%
	% of youth arrests/contacts by race (Hispanic)	4%	16%
Service of Continuum Analysis (2017) (Attachment #31)	% of eligible youth issued civil citations	65%	55%
	School-related arrests	19%	15%
School Aged Children & Adolescent Profile/Pregnancy and Young Child Profile (Attachment #24)	Children Experiencing Child Abuse Ages 5-11 (2016-2016)	810.7 (per 100k)	995.0 (per 100k)
	Children Experiencing Sexual Violence Ages 5-11	54.2	60.6
Grandparent data (2016) (Attachment #32)	Grandparents living with and acting as guardians for their grandchildren under age 18	48.9%	32.1%
Children Under 18 in Foster Care (2014-2016) (Attachment #33)	Rate of children under 18 in foster care	383.2 (per 100k)	513.1 (per 100k)
Community Based Care Scorecard (2016-2017) (Attachment #34)	Number of key performance measures met or exceeded by community-based care agencies providing child welfare services.	9 out of 12 (per 100k)	7 out of 12 (per 100k)
Tallahassee-Leon County Commission on the Status of Women and Girls: Status of Girls Report (Attachment #35)	<ul style="list-style-type: none"> <li>Girls in Leon County used depressants (2%) and prescription pain relievers (2.7%) in the last 30 days at rates double than that of males in Leon County (2014-2015)</li> <li>Leon County exceeded the statewide average of girls who belonged to a gang by 1-3% (2012-2016)</li> <li>56 children in Leon County were victims of human trafficking (2013-2016)</li> <li>375 alleged female victims were processed through Tallahassee's Child Protection Team (2014-2015) <ul style="list-style-type: none"> <li>23.2% were ages 0-5</li> <li>38.7% were ages 6-12</li> <li>38.1% were 13 years or older</li> </ul> </li> </ul>		
Whole Child Leon: Report on the Status of Our Young Children (2016) (Attachment #9)	<p>The report proposes the following recommendations for policies and programs:</p> <ul style="list-style-type: none"> <li>Support public awareness of and family education about the importance of the early years,</li> <li>Increase public and family awareness about the consequences of toxic stress and the importance of brain development,</li> <li>Engage parents, volunteers, and community organizations in promoting childhood literacy and reading for at least one hour a day.</li> </ul>		

**Florida Department of Law Enforcement: 2017 County & Municipal Arrest Data (Attachment #29)**

The Florida Department of Law Enforcement (FDLE) publishes county arrest data as part of its annual Uniform Crime Report (UCR), a standardized report on crime statistics based on data gathered by state and local law enforcement agencies. According to their most recent report, the percent of the total arrests which were juveniles under age 18 was higher in Leon County when compared to the State.



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The report also provides a breakdown of juvenile arrests by law enforcement agencies, which are as follows:

- Leon County Sheriff's Office – 80 (16.9%) arrests
- Tallahassee Police Department – 375 arrests (79.1%)
- FSU Police Department – 8 arrests (1.7%)
- Florida Division of Alcoholic Beverages and Tobacco – 1 arrest (0.2%)

Florida Department of Juvenile Justice: 2017 Delinquency Profile (Attachment #30)

The Florida Department of Juvenile Justice (DJJ) collects data on juveniles through its Juvenile Justice Information System and tracks counts of youths in contact with the juvenile justice system. The count of contacts includes arrests as well as youths required to complete a diversion program. As a result, the total number of youth contacts reported by DJJ is higher than other reporting agencies such as FDLE.

In Leon County, there were 561 youth contacts/arrests during the FY 2016-2017 period with 41% of youths committing burglary, assault/battery, or aggravated assault/battery. Statewide there were 35,278 juvenile contacts/arrests, with 42% committing burglary, assault/battery, or aggravated assault/battery. The percent of juvenile arrests/contacts by race in Leon County mirrors that of the State. At both the County and State level, black youth accounted for the largest percentage of juvenile arrests/contacts, followed by white youth, then Hispanic youth.

Florida Department of Juvenile Justice: 2017 Service Continuum Analysis (Attachment #31)

DJJ annually publishes its Juvenile Service Continuum Analysis report, a comprehensive statewide review of county-level data, including a gap analysis of services and programs available, to evaluate the implementation of juvenile justice policies at the county level. The report includes benchmarking of counties' performance on factors that demonstrate how a county is supporting the Department's strategic goals of preventing and diverting more youth from entering the juvenile justice system.

The report found that in Leon County during 2016-2017:

- 65% of eligible juvenile delinquents with first-time misdemeanors were issued civil citations
- 19% of arrests were school-related

In a needs analysis survey conducted in Leon, respondents indicated that individual/family counseling and mentoring programs were in sufficient supply, but there continues to be a need for accessible transportation and evidence-based programs.

School-Aged Child & Adolescent Profile /Pregnancy and Young Child Profile (Attachment #24)

FDOH's profiles for both children and mothers in Leon County include data regarding rates of child abuse and sexual abuse. According the most recent profile, children ages 5-11 in Leon County had lower rates of abuse and sexual abuse when compared to the State.

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#### Grandparents as Child Guardians (Attachment #32)

FDOH's Health Charts includes data on grandparents acting as the guardian for grandchildren under age 18 in the household. Data shows that in 2016, 48.9% of grandparents had their grandchildren living with them in Leon County, while 32.1% of grandparents statewide had their grandchildren living with them. Since 2009 Florida has had lower percentages of grandparents acting as guardians than Leon County and has shown a more consistent decline.

#### Children Under 18 in Foster Care (Attachment #33)

FDOH's Health Charts provides an unduplicated count of children in out of home care excluding approved relative and non-relative care. In Leon County for the 2014-2016 period, the rate of children under 18 in foster care was 383.2 per 100,000. This rate is significantly lower than that of the State, which was 513.1 per 100,000.

#### 2016-2017 Community Based Care Scorecard Performance Measures (Attachment #34)

DCF's Office of Child Welfare annually publishes a Community Based Care (CBC) Scorecard, to evaluate the lead nonprofit agencies providing child welfare services. These agencies are evaluated using 12 key measures to determine how well they are meeting the most critical needs of at-risk children in families in each county. In Leon County, nine out of the 12 key measures were met or exceeded with the exception of the following:

- Percent of children exiting foster care to a permanent home within twelve (12) months;
- Placement moves per one-thousand (1,000) days in foster care; and
- Percent of young adults who have aged out of foster care who have completed or are enrolled in secondary education, vocational training, and/or adult education.

#### Tallahassee-Leon County Commission on the Status of Women & Girls 2017 Status of Girls Report (Attachment #35)

The most recent annual report published by the Tallahassee/Leon County Commission on the Status of Women and Girls (CSWG) focuses on girls in Leon County grades K-12. By analyzing data from local, state, and federal agencies, the CSWG found that:

- Rates of drug and alcohol use among is lower than that of boys with the exception of depressants and prescription pain relievers. Girls in Leon County used depressants (2%) and prescription pain relievers (2.7%) in the last 30 days at rates double than that of males in Leon County. Both percentages are higher than the state average for girls.
- Leon County has a lower representation of gangs and gang members than the state average. However, from 2012 to 2016, Leon County exceeded the statewide average of girls who belonged to a gang by 1-3%.
- Between 2013 and 2016, DCF completed human trafficking intakes for 56 children within Leon County—all of whom were girls.
- In 2014-15, 375 alleged female victims were processed through Tallahassee's Child Protection Team, and of these 23.2% were ages 0-5, 38.7% were ages 6-12, and 38.1% were 13 years or older.

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Whole Child Leon 2016 Report on the Status of Our Young Children (Attachment #9)

Several of the recommendations presented in the Whole Child Leon 2016 Report on the Status of Our Young Children address the health and well-being of children and their families, including:

- Support public awareness of and family education about the importance of the early years,
- Increase public and family awareness about the consequences of toxic stress and the importance of brain development, and
- Engage parents, volunteers, and community organizations in promoting childhood literacy and reading for at least one hour a day.

**Public Education and Information Program**

Should the proposed CSC Ordinance be placed on the November 2018 ballot, the Board requested information on how a public education and information program could be conducted. For these types of ballot initiatives, the County has historically leveraged existing in-house resources. Depending on the specific initiative, the County has also enhanced the education program with additional funding to engage a professional communications agency and to pay for additional targeted outreach.

For the in-house approach, Leon County Community and Media Relations is prepared to support a public education and information program by utilizing existing communication resources. This effort would include:

- Posting information on Leon County's Comcast Channel 16;
- Generating news advisories for media partners;
- Publishing content in local newspapers as part of the monthly issue of the Leon County Link;
- Creating public service announcements to be broadcast on radio stations with which the County has continuing service agreements already budgeted;
- Hosting and promoting online educational materials; and
- Leveraging social media platforms.

In addition to these in-house efforts, the Board may wish to enhance a public education and information program by contracting with a professional communications agency. The County has similarly engaged a consultant for past campaigns including:

- **2002 Home Rule Charter Referendum** - Throughout the public education program, Leon County spent \$95,444 on public information activities, including professional consulting fees, an informational video, printing, and distribution of a direct mail information piece, and television spots on cable and network television stations to reach the targeted audience.
- **2006 Leon County Community Healthcare Plan** - The County used professional communications and consulting services to develop effective educational and informational messages. The public education and information program cost \$150,000

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in total and included professional services and direct mail pieces. Consultants used their knowledge of the community to research and craft clear, concise, credible, and consistent communication in the form of direct mailings and brochures. In addition, consultants assisted with producing collateral, overseeing vendors engaged in graphic design or direct mailing, and making sure County staff communicated to all citizens through multiple outreach methods.

- **2014 Local Government Infrastructure Surtax Extension** - The County and City allocated up to \$100,000 each to support public education efforts including contracting with a professional communications agency; final expenditures were approximately \$50,000 per government. This public information and education program included website design, direct mail, creation and distribution of various print materials, development of educational videos, as well as advertising through local print publications, radio, billboards, and theaters. The local government's effort was complemented by a private political action committee (PAC) who advocated for the passage of the surtax.

All public education and information program efforts funded by the County or led by County staff would be factually based and would not advocate for or against the establishment of a Children's Services Council.

In addition, staff met with representatives from *Our Kids First* (a PAC formed to support the passage of the referendum) to discuss a possible public education campaign. In these discussions, representatives of the PAC expressed their desire for the County to utilize the County's existing in-house resources, but are not requesting any additional County funds be committed at this time. As the PAC's communications plan becomes finalized, the PAC may come back at a later date requesting the County provide funding for an enhanced education campaign. The political committee has begun fundraising to support its own advocacy campaign and has engaged with a professional communications agency to oversee these activities. Representatives from *Our Kids First* will be in attendance at the Board's May 22, 2018 meeting and are prepared to present an update on their efforts.

#### **Options for County Support During a CSC's First Year of Operation**

Should a CSC be established in Leon County, the Board will have the option to support the organization in its initial start-up phase and to assist the CSC in meeting the requirements laid out in Florida Statute. Most counties with a CSC have chosen to provide either financial support or in-kind staffing support during its first year of operation.

According to Florida Statute, once a referendum for an independent special district is approved and members are appointed to a CSC, the newly formed CSC is responsible for assessing the needs of the children in the county and developing a strategic plan for addressing unmet needs. The CSC, like the County, must also go through the process of adopting a millage rate and budget in accordance with Florida's the Truth in Millage (TRIM) Act. As shown in the attached timeline (Attachment #36), accomplishing these statutory requirements will take approximately one year. During this time, the CSC will not collect tax revenue and consequently would not be able to hire staff without assistance from the County.



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To remedy the issue, Florida law permits the County to fund the CSC during its first year of operation which may include financial and/or staffing support. Several counties have granted loans including Okeechobee (\$5,000), Palm Beach (\$150,000), and Broward (\$500,000). These loans would be utilized to assist the CSC in fulfilling all Statutory requirements, which may include hiring staff. Other counties chose to limit their support to in-kind staffing from the offices of the County Administrator and County Attorney during the CSC's initial startup period. Miami-Dade and St. Lucie County both exclusively provided interim staffing to the CSC until it was able to hire permanent staff. Alachua County is still evaluating what type of support it will provide should its referendum pass in November.

Should Leon County voters approve establishing a CSC, staff recommends that the County provide a loan (estimated at approximately \$150,000) to be repaid to the County once the CSC is able to levy taxes. A final loan amount would be determined once the CSC is established. It is recommended that a loan be utilized by the CSC to hire staff that can oversee Council business and meetings while ensuring all Statutory requirements are met. Under this approach, during the first year of operation, the County staff would continue to provide technical assistance to the CSC as it relates to TRIM, statutory requirements related to budgeting, etc.

If the voters approve a referendum to establish a CSC in November, an agenda item would be prepared for the Board outlining the County's proposed support during the CSC's first year of operation.

#### Next Steps

The first and only public hearing for the proposed Children's Services Council Ordinance is scheduled for June 19, 2018. Should the Board choose to place a referendum on the 2018 General Election ballot at the June meeting, staff would request any additional guidance regarding a public education and information program. As noted earlier in the item, the Board may choose to initiate an in-house program using existing resources or an enhanced program with funds allocated to engage a professional communications agency. At this point in time, *Our Kids First* is not requesting any additional funds be allocated.

If Leon County voters approve establishing a CSC in November, the County would immediately begin the process of soliciting citizen applications for the five seats to be appointed by the Governor. Per Florida Statute, the Board is required to submit to the Governor at least three recommendations for each of the five vacancies. The Governor then has 45 days to make a selection or request a new list of candidates. To ensure that the CSC is able to convene and begin its work as soon as possible, eligible citizen applications would be presented to the Board at the December 11, 2018 meeting.

During the Board's December 11<sup>th</sup> meeting, the agenda item would also seek direction regarding County support during the CSC's first year of operation. As noted earlier, counties often provide financial or in-kind staffing support; staff is recommending that the County provide a loan to cover any startup costs and allow the CSC to hire staff or engage with another organization for staffing support. Following the Board's direction on this matter, an interlocal agreement outlining the County's support during the CSC's first year of operation would be brought back to the Board for consideration.

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**Options:**

1. Accept the report on the establishment of an independent Children's Service Council District.
2. Do not accept the report on the establishment of an independent Children's Service Council District.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. City of Tallahassee Resolution
2. Florida Kids Count 2018 Florida Child Well-Being Index
3. 2017 Kids County Data Book: State Trends in Child Well-Being
4. U.S. Census Bureau: 2012-2016 American Community Survey 5-Year Estimates
5. U.S. Census Bureau: Public Assistance Report 5-Year Estimates
6. DCF Council on Homelessness 2017 Annual Report
7. FDOH Women, Infants, and Children (WIC) Data
8. Asset Limited, Income Constrained, Employed (ALICE) Report
9. Whole Child Leon 2016 Report on the Status of Our Young Children
10. FDOE 2016-2017 Office of Early Learning Annual Report
11. FDOE 2016-2017 Graduation Rates
12. FDOE 2016-2017 Dropout Rates
13. FDOE 2017 Local Education Agency (LEA) Profile
14. FDOE 2017 Student Performance Data for Students with Disabilities
15. FDOE Florida Standards Assessment English Language Arts: 3rd Grade Scores
16. FDOE 2016-2017 Florida School Grades
17. 2018 Healthiest Communities Rankings
18. FDOE 2016-2017 Lowest 300 Performing Elementary Schools
19. 2017-2018 Title I Advisory Council Report to the School Board
20. Early Learning Coalition of the Big Bend Region 2018 Data Dashboard
21. DCF 2015/2016 Florida Baker Act Report
22. FDOH 2012/2016 Youth Tobacco Survey Results
23. FDOH 2012/2016 Youth Substance Abuse Survey Results: Leon County High Schools
24. FDOH School-Aged Child & Adolescent Profile /Pregnancy and Young Child Profile
25. FDOH 2016 Infant Mortality Data
26. FDOE 2016 Healthiest Weight Profile
27. Big Bend Area Health Education Center- Early Childhood Obesity Prevention Initiative
28. FDOH 2018 Leon County Community Health Assessment
29. FDLE 2017 County and Municipal Arrest Data
30. FDJJ 2017 Delinquency Profile

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31. FDJJ 2017 Service Continuum Analysis
32. FDOH Grandparents as Child Guardians
33. FDOH Children Under 18 in Foster Care
34. DCF 2016/2017 CBC Scorecard Performance Measures
35. Tallahassee-Leon County Commission on the Status of Women & Girls 2017 Status of Girls Report
36. Timeline of CSC First Year of Operation

**NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, June 19, 2018, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider adoption of an ordinance entitled to wit:

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, PROVIDING FOR THE CREATION OF AN INDEPENDENT SPECIAL DISTRICT TO BE KNOWN AS THE "CHILDREN'S SERVICES COUNCIL OF LEON COUNTY", SUBJECT TO THE APPROVAL OF THE ELECTORATE; PROVIDING FOR A GOVERNING BODY TO BE KNOWN AS THE CHILDREN'S SERVICES COUNCIL OF LEON COUNTY; PROVIDING FOR MEMBERSHIP AND DUTIES OF THE COUNCIL; PROVIDING FOR FINANCIAL REQUIREMENTS AND BUDGET PROCEDURES; PROVIDING FOR THE AUTHORIZATION TO LEVY AD VALOREM TAXES NOT TO EXCEED ONE-HALF (1/2) MILL, SUBJECT TO A REFERENDUM; SETTING FORTH THE BALLOT QUESTION FOR SUCH REFERENDUM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

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 said ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse  
301 S. Monroe St., 5th Floor Reception Desk  
Tallahassee, FL 32301

and

Leon County Clerk's Office  
315 S. Calhoun Street, Room 750  
Tallahassee, Florida 32301

Advertise: June 8, 2018



## Timeline of a Children's Services Council's First Year of Operation

<b>November 6, 2018</b>	Referendum approved by the voters.
<b>December 2018</b>	BOCC submits to the Governor the names of at least three persons for the five vacancies on the children's services council.
<b>January 2019</b>	The Governor shall make a selection within a 45-day period or request a new list of candidates.
<b>February 2019 – May 2019</b>	<p>Immediately after the members are appointed and officers are elected, the children's services council must identify and assess the needs of the children in the county served by the council and submit to the governing body of each county a written description of:</p> <ul style="list-style-type: none"> <li>a) The activities, services, and opportunities that will be provided to children.</li> <li>b) The anticipated schedule for providing those activities, services, and opportunities.</li> <li>c) The manner in which children will be served, including a description of arrangements and agreements which will be made with community organizations, state and local educational agencies, federal agencies, public assistance agencies, the juvenile courts, foster care agencies, and other applicable public and private agencies and organizations.</li> <li>d) The special outreach efforts that will be undertaken to provide services to at-risk, abused, or neglected children.</li> <li>e) The manner in which the council will seek and provide funding for unmet needs.</li> <li>f) The strategy which will be used for interagency coordination to maximize existing human and fiscal resources.</li> </ul>
<b>July 1, 2019</b>	<ul style="list-style-type: none"> <li>○ Deadline for the children's services council to prepare a tentative annual written budget including a contingency fund and a proposed millage rate.</li> <li>○ Property appraiser provides certified taxable property values.</li> </ul>
<b>August 5, 2019 Deadline</b> (35 days after Property Appraiser certifies the tax roll)	Children's services is required to provide the Property Appraiser with the proposed millage rate and the time, date, and location of the tentative budget hearing
<b>September 2019</b>	Children's services council must hold two statutorily required public hearings on adopting the budget and millage rates
<b>October 1, 2019</b>	Beginning of the fiscal year.
<b>January 1, 2020</b>	Children's services council is required Present an annual written report to the BOCC no later than January 1.

BUDGET "OPERATING" CONTINGENCY RESERVES CONTINGENCY FUND UPDATE (FY 2017/18)				
		GENERAL FUND 001-990-59900-599		Beginning Balance: \$200,000.00
No.	APPROVAL DATE	AGENDA DATE	AMENDMENT TITLE	BALANCE
1		14-Nov-17	Installation of a Historical Marker at the Leon County Fairgrounds	\$1,100
2		12-Dec-17	Renaming of the Leon County Courthouse Annex in Honor of Retiring Circuit Judge Charles A. Francis	\$9,000
3				
4		27-Feb-18	Cyber Security Monitoring for County Computer Network	\$41,450
5		27-Feb-18	Commissioner Desloge Harvard Kennedy School Executive Edu.	\$16,100
6		27-Mar-18	Over the Edge-Tallahassee	\$2,500
7		19-Jun-18	<b>Be The Solution, Inc.</b>	<b>\$16,626</b>
8		19-Jun-18	<b>Tallahassee-Leon County Housing Leadership Council</b>	<b>\$5,000</b>
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25				
<i>Bold, Italic items are pending Board Approval</i>				
USAGE TO DATE (TOTAL AMENDMENTS)				<u><u>\$91,776.00</u></u>
ENDING BALANCE				108,224.00
END BALANCE AS % OF BEGIN BALANCE				54%
USAGE BALANCE AS % OF BEGIN BALANCE				46%