

# BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

## AGENDA

### REGULAR MEETING

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

**Tuesday, April 14, 2015  
3:00 P.M.**

### COUNTY COMMISSIONERS

Mary Ann Lindley, Chairman  
At-Large

Jane Sauls  
District 2

John Dailey  
District 3

Bryan Desloge  
District 4



Bill Proctor, Vice Chair  
District 1

Kristin Dozier  
District 5

Nick Maddox  
At-Large

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." Selected agenda items are available on the Leon County Home Page at: [www.leoncountyfl.gov](http://www.leoncountyfl.gov). Minutes of County Commission meetings are the responsibility of the Clerk of Courts and may be found on the Clerk's 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 a 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, F.S.).

In accordance with Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Community & Media Relations, 606-5300, or Facilities Management, 606-5000, by written or oral request at least 48 hours prior to the proceeding. 7-1-1 (TDD and Voice), via Florida Relay Service.

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

**Regular Public Meeting**  
**Tuesday, April 14, 2015, 3:00 p.m.**

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**INVOCATION AND PLEDGE OF ALLEGIANCE**

Imam Rashad Mujahid of Masjid Al-Nahl Mosque will provide the Invocation.

Commissioner Kristin Dozier will lead the Pledge of Allegiance.

**AWARDS AND PRESENTATIONS**

- Introduction of Katrina Rolle, President and CEO of the United Way of the Big Bend, and Presentation of the Leon County Government Employee Campaign Award  
(Chairman Mary Ann Lindley)
- Proclamation Honoring Coach Sue Semrau, Florida State University Women's Basketball, as the Associated Press' "Coach of the Year" in Recognition of the Outstanding 2014/15 Season  
(Chairman Mary Ann Lindley)
- Proclamation Recognizing April 12 – 18, 2015 as National Telecommunications Week  
(Chairman Mary Ann Lindley)

**CONSENT**

1. Approval of Minutes: February 10, 2015 Workshop on Cycle 2015-1 Comprehensive Plan Amendments; March 10, 2015 Joint City/County Workshop on Cycle 2015-1 Comprehensive Plan Amendments; and, March 10, 2015 Regular Meeting  
(Clerk of the Court/Finance/Board Secretary)
2. Approval of an Interlocal Agreement Between Leon County and the City of Tallahassee for a Permit Enforcement and Tracking Systems Portal  
(County Administrator/County Administration/Management Information Systems)
3. Acceptance of Conservation Easement from Burnette Thompson and Oleather Mack for the Thompson Limited Partition Subdivision  
(County Administrator/Development Support & Environmental Management/Environmental Services)
4. Acceptance of Conservation Easements from Bannerman Crossings V, LLC and Bannerman Crossing South Side Commercial Project  
(County Administrator/Development Support & Environmental Management/Environmental Services)
5. Approval of Payment of Bills and Vouchers Submitted for April 14, 2015, and Pre-Approval of Payment of Bills and Vouchers for the Period of April 15 through April 27, 2015  
(County Administrator/Financial Stewardship/Office of Management & Budget)

6. Approval of the Participation and License Agreements Between Leon County and the Program Participants for the Big Bend Scenic Byway Project  
(County Administrator/Financial Stewardship/Grants)

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

7. Acceptance of Status Report on the Development of a Leon County Crisis Communications Plan  
(County Administrator/Community and Media Relations)
8. Acceptance of Status Report on the Wakulla Springs Overland Tour  
(County Administrator/County Administration/Special Projects)
9. Acceptance of Annual Status Report Regarding Leon County-Owned Real Estate  
(County Administrator/Public Works/Facilities Management/Real Estate)
10. Acceptance of Status Report on the Comparison of the Leon County and the City of Tallahassee Open Burn Ordinances  
(County Attorney)

**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**

11. Acceptance of Status Report on the Tallahassee-Leon County Consolidated Dispatch Agency  
(County Administrator/County Administration)
12. Consideration of Options Regarding the Natural Bridge Road Bridge Replacement Project  
(County Administrator/County Administration/Public Works)
13. Approval of Agreement Awarding Bid to Gaskin Contractors in the Amount of \$435,332 Plus Bid Alternates for Construction of the Okeeheepkee Prairie Park  
(County Administrator/Public Works/Parks & Recreation)
14. Request to Schedule the First and Only Public Hearing on the Refinancing of the Remaining Capital Improvement Revenue Bonds, Series 2005, and Proceed with a Request for Proposal for the Refinancing of the Remaining Capital Improvement Bonds, Series 2005, for Tuesday, June 23, 2015 at 6:00 p.m.  
(County Administrator/Financial Stewardship/Office of Management & Budget)
15. Consideration of Full Board Appointments to the CareerSource Capital Region, Tallahassee Sports Council, and Tourist Development Council  
(County Administrator/County Administration/Agenda Coordinator)

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

16. Joint City/County Transmittal Hearing on Cycle 2015-1 Comprehensive Plan Amendments  
(County Administrator/PLACE/Planning/Land Use)  
*(Item #16 will be distributed under separate cover.)*

**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 – Record of Proceedings for the February 12, 2015 Meeting
- 2015-171 Florida Agricultural and Mechanical University – Financial Audit may be viewed at [www.myflorida.com/audgen](http://www.myflorida.com/audgen)
- 2015-172 Florida State University – Financial Audit may be viewed at [www.myflorida.com/audgen](http://www.myflorida.com/audgen)
- 2015-177 Leon County District School Board - Financial and Federal Single Audit may be viewed at [www.myflorida.com/audgen](http://www.myflorida.com/audgen)

**ADJOURN**

*The next Regular Board of County Commissioners Meeting is scheduled for  
**Tuesday, April 28, 2015 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 website at [www.leoncountyfl.gov](http://www.leoncountyfl.gov)**

## 2015

### JANUARY

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**PUBLIC NOTICE**  
**2015 Tentative Schedule**

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

All sessions are held in the Commission Chambers, 5<sup>th</sup> Floor, Leon County Courthouse unless otherwise indicated. Workshops are scheduled as needed on Tuesdays from 12:00 to 3:00 p.m.

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
<b>April 2015</b>	Tuesday 14	3:00 p.m.	Regular Meeting
		6:00 p.m.	Joint City/County Transmittal Hearing on Cycle 2015-1 Comprehensive Plan Amendments
	Monday 20	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 21	9:30 – 11:30 a.m.	Community Redevelopment Agency City Commission Chambers
	<i>Thursday 23 – Friday 24</i>	<i>FAC Advanced County Commissioner Workshop</i>	<i>Seminar 3 of 3: Gainesville; Alachua County</i>
	Tuesday 28	9:00 a.m. – 3:00 p.m.	FY 15/16 Budget Policy Workshop
		3:00 p.m.	Regular Meeting
<b>May 2015</b>	<i>Sunday 3 – Tuesday 5</i>	<i>Greater Tallahassee Chamber Community Trip</i>	<i>Boulder, Colorado</i>
	Tuesday 12	7:30 a.m.	Community Legislative Dialogue County Commission Chambers
		1:30 – 3:00 p.m.	Workshop on the Future Needs of the Red Hills Horse Trials
		3:00 p.m.	Regular Meeting
	Monday 18	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	<b>Monday 25</b>	<b>Offices Closed</b>	<b>MEMORIAL DAY</b>
	Tuesday 26	9:00 a.m. – 3:00 p.m.	FY 2015/2016 Budget Workshop, if necessary
		3:00 p.m.	Regular Meeting
		6:00 p.m.	Joint City/County Adoption Hearing on Cycle 2005-1 Comprehensive Plan Amendments
	Thursday 28	9:30 – 11:30 a.m.	Community Redevelopment Agency City Commission Chambers

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
<b>June 2015</b>	Tuesday 9	3:00 p.m.	Regular Meeting
	<i>Tuesday 16- Friday 19</i>	<i>FAC Annual Conference &amp; Educational Exposition</i>	<i>St. Johns County</i>
	<b><u>Tuesday 23</u></b>	9:00 a.m. – 3:00 p.m.	FY 2015/2016 Budget Workshop
		3:00 p.m.	Regular Meeting
		<b><u>6:00 p.m.</u></b>	<b><u>First and Only Public Hearing on the Refinancing of the Remaining Capital Improvement Revenue Bonds, Series 2005</u></b>
	Thursday 25	9:30 – 11:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Monday 29	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
		3:00 – 5:00 p.m.	Intergovernmental Agency (IA) City Commission Chambers
<b>July 2015</b>	<b>Friday 3</b>	<b>Offices Closed</b>	<b>JULY 4<sup>TH</sup> HOLIDAY OBSERVED</b>
	Tuesday 7	9:00 a.m. – 3:00 p.m.	FY 2015/2016 Budget Workshop, if necessary
		3:00 p.m.	Regular Meeting
	Thursday 9	9:30 – 11:30 a.m.	Community Redevelopment Agency City Commission Chambers
	<i>Friday 10– Monday 13</i>	<i>NACo Annual Conference</i>	<i>Mecklenburg County/Charlotte, North Carolina</i>
	<b>Tuesday 21</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>
	<i>Wednesday 29</i>	<i>National Urban League Annual Conference</i>	<i>Fort Lauderdale Broward County</i>
<b>August 2015</b>	<i>Friday 14 – Sunday 16</i>	<i>Chamber of Commerce Annual Conference</i>	<i>Sandestin</i>
	<b>Tuesday 11</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>
	<b>Tuesday 25</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>
	Monday 31	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
		5:00 – 8:00 p.m.	Intergovernmental Agency (IA) City Commission Chambers

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
<b>September 2015</b>	<b>Monday 7</b>	<b>Offices Closed</b>	<b>LABOR DAY HOLIDAY</b>
	Tuesday 15	3:00 p.m.	Regular Meeting
		6:00 p.m.	First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 2016
	<i>Wednesday 16 – Saturday 19</i>	<i>Congressional Black Caucus Annual Legislative Conference</i>	<i>Washington, D.C.</i>
	Monday 21	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	<i>Wednesday 23 – Friday 25</i>	<i>FAC Policy Committee Conference and County Commissioner Workshops</i>	<i>St. Petersburg Pinellas County</i>
	Thursday 24	4:00 p.m.	Community Redevelopment Agency City Commission Chambers
	<i>Sunday 27 – Wednesday 30</i>	<i>ICMA Annual Conference</i>	<i>Seattle/King County Washington</i>
	Tuesday 29	1:30 – 3:00 p.m.	Workshop on Update from the Council on Culture & Arts on the Implementation of the Cultural Plan
		3:00 p.m.	Regular Meeting
		6:00 p.m.	Second Public Hearing on Adoption of Millage Rates and Budgets for FY 2016
<b>October 2015</b>	<i>TBD</i>	<i>FAC Advanced County Commissioner Program</i>	<i>Part 1 of 3 Gainesville; Alachua County</i>
	Tuesday 13	3:00 p.m.	Regular Meeting
	Monday 19	9:00 a.m. – 1:00 p.m.	Capital Region Transportation Planning Agency Retreat; <i>Location TBD</i>
	Tuesday 27	3:00 p.m.	Regular Meeting
	Thursday 29	9:30 – 11:30 a.m.	Community Redevelopment Agency City Commission Chambers



<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
<b>November 2015</b>	<b>Wednesday 11</b>	<b>Offices Closed</b>	<b>VETERAN'S DAY OBSERVED</b>
	Monday 16	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 17	3:00 p.m.	Reorganization of the Board Regular Meeting
	<i>Wednesday 18- Friday 20</i>	<i>FAC Legislative Conference and Commissioner Workshops</i>	<i>Nassau County</i>
	Thursday 19	9:30 – 11:30 a.m.	Community Redevelopment Agency City Commission Chambers
	<b>Thursday 26</b>	<b>Offices Closed</b>	<b>THANKSGIVING DAY</b>
	<b>Friday 27</b>	<b>Offices Closed</b>	<b>FRIDAY AFTER THANKSGIVING DAY</b>
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<b>December 2015</b>	Monday 7	9:00 a.m. – 4:00 p.m.	Board Retreat
	Tuesday 8	3:00 p.m.	Regular Meeting
	Thursday 10	9:30 – 11:30 a.m.	Community Redevelopment Agency City Commission Chambers
	<b>Tuesday 22</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>
	<b>Friday 25</b>	<b>Offices Closed</b>	<b>CHRISTMAS DAY</b>
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<b>January 2016</b>	<b>Friday 1</b>	<b>Offices Closed</b>	<b>NEW YEAR'S DAY</b>

## **Citizen Committees, Boards, and Authorities 2015 Expirations and Vacancies**

[www.leoncountyfl.gov/committees/expire.asp](http://www.leoncountyfl.gov/committees/expire.asp)

### **VACANCIES**

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

Board of County Commissioners (2 appointments)

A member who represents employers within the jurisdiction.

A member who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.

#### **Human Services Grant Review Committee**

Commissioner – District II: Sauls, Jane (1 appointment)

### **EXPIRATIONS**

#### **Science Advisory Committee**

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

Commissioner – District II: Sauls, Jane (1 appointment)

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

### **APRIL 30, 2015**

#### **Commission on the Status of Women and Girls**

Board of County Commissioners (3 appointments)

Commissioner – At-Large I: Lindley, Mary Ann (1 appointment)

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

Commissioner - District II: Sauls, Jane (1 appointment)

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

Tallahassee City Commission (4 appointments)

#### **Tallahassee Sports Council**

Board of County Commissioners (2 appointments)

### **MAY 31, 2015**

#### **Minority, Women & Small Business Enterprise (M/WSBE) Committee**

Commissioner – At-Large I: Lindley, Mary Ann (1 appointment)

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

Commissioner - District II: Sauls, Jane (1 appointment)

### **JUNE 30, 2015**

#### **Adjustment and Appeals Board**

Board of County Commissioners (1 appointment)

Tallahassee City Commission (1 appointment)

#### **Architectural Review Board**

Board of County Commissioners (3 appointments)

#### **Planning Commission**

Board of County Commissioners (1 appointment)

Tallahassee City Commission (2 appointments)

**JULY 31, 2015**

**Educational Facilities Authority**

Board of County Commissioners (3 appointments)

**Enterprise Zone Agency Development (EZDA) Board of Commissioners**

Board of County Commissioners (2 appointments)

**Water Resources Committee**

Commissioner – At-Large I: Lindley, Mary Ann (1 appointment)

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

Commissioner - District II: Sauls, Jane (1 appointment)

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

**AUGUST 31, 2015**

**Code Enforcement Board**

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

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

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

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

**SEPTEMBER 30, 2015**

**Council on Culture & Arts**

Board of County Commissioners (4 appointments)

**Housing Finance Authority (and CDBG Citizens Task Force)**

Commissioner - District II: Sauls, Jane G. (1 appointment)

**Palmer Munroe Teen Center Board of Trustees**

Board of County Commissioners (1 appointment)

**OCTOBER 31, 2015**

**Canopy Roads Citizens Committee**

Board of County Commissioners (2 appointment)

**Tourist Development Council**

Board of County Commissioners (1 appointment)

**DECEMBER 31, 2015**

**Human Services Grants Review Committee**

Commissioner - At-large I: Lindley, Mary Ann (1 appointment)

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

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

Commissioner - District II: Sauls, Jane G. (1 appointment)

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

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

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

**Joint City/County Bicycle Working Group**

Board of County Commissioners (4 appointments)

Tallahassee City Commission (2 appointments)

**Library Advisory Board**

Commissioner - At-large I: Lindley, Mary Ann (1 appointment)

Commissioner - District II: Sauls, Jane (1 appointment)

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

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

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #1**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #1

April 14, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Minutes: February 10, 2015 Cycle 2015-1 Comprehensive Plan Amendments Workshop; March 10, 2015 Cycle 2015-1 Joint City/County Comprehensive Plan Amendments Workshop; and, March 10, 2015 Regular Meeting

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

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #1: Approve the minutes of the February 10, 2015 Cycle 2015-1 Comprehensive Plan Amendments Workshop; March 10, 2015 Cycle 2015-1 Joint City/County Comprehensive Plan Amendments Workshop; and, March 10, 2015 Regular Meeting.

**Attachments:**

1. February 10, 2015 Cycle 2015-1 Comprehensive Plan Amendments Workshop
2. March 10, 2015 Cycle 2015-1 Joint City/County Comprehensive Plan Amendments Workshop
3. March 10, 2015 Regular Meeting

**BOARD OF COUNTY COMMISSIONERS  
WORKSHOP  
CYCLE 2015-1 COMPREHENSIVE PLAN AMENDMENTS  
February 10, 2015**

The Leon County Board of County Commissioners convened on February 10, 2015 to conduct a workshop on the Cycle 2015-1 Comprehensive Plan Amendments. Attending were Commissioners Mary Ann Lindley (Chairman), Bill Proctor (Vice Chairman), Bryan Desloge, Jane Sauls, Kristin Dozier, John Dailey and Nick Maddox. Also attending were County Administrator Vincent Long, County Attorney Herb Thiele, and Board Secretary Rebecca Vause.

Chairman Lindley called the 2015-1 Comprehensive Plan Amendments Workshop to order at 1:00 p.m.

**Facilitator(s):** Cherrie Bryant, Planning Manager  
Megan Doherty, Transportation Planner, Comprehensive Planning and Urban Design  
Barry Wilcox, Division Manager, Comprehensive Planning and Urban Design

**A. Introductory Comments By Staff:**

Ms. Bryant provided opening remarks and introduced Ms. Doherty and Mr. Wilcox to the Commission. She then turned the workshop over to Ms. Doherty who provided a review of the scheduled public hearings/open houses that were held to receive public input on the proposed amendments. She noted that this is the first opportunity for the Board to discuss and provide direction to staff on the amendments and shared that the first public hearing would be held on April 14<sup>th</sup> and the final public hearing is scheduled for May 26<sup>th</sup>. She mentioned that both public hearings will be held in the Commission Chambers and the amendments are effective July 2015.

**B. Review of Proposed Cycle 2015-1 Comprehensive Plan Amendments**

Staff provided a summary of the proposed amendments.

• **PCM150101: TALCOR Midtown**

This is a request to change the Future Land Use Map designation of approximately 3.79 acres from "Residential Preservation" to "Urban Residential". The subject site is located south of the Miracle Plaza Shopping Center and consists of 16 non-contiguous parcels. These parcels are located along Gwen Street, Harper Street, Pine Street, and Payne Street, in a neighborhood traditionally referred to as "Carroll's Quarters."

Staff Recommendation: Approval contingent upon the expansion of the amendment area to include all parcels along Gwen Street and Harper Street, and selected parcels along Payne Street and Pine Street in the vicinity of the subject site.

- Commissioner Dozier voiced support to rezone the whole area and not just the few lots. She also clarified with Ms. Doherty that rezoning of the parcels would apply to whoever owns the property, now and in the future.

• **WITHDRAWN PCM150102: ~~Chastain Manor~~**

- **PCT150103: DRI Thresholds for the Urban Central Business District**

This is a request to amend the Future Land Use Element of the Tallahassee-Leon County Comprehensive Plan to remove a portion of the section describing DRI Thresholds for the Urban Central Business District. This request also seeks to add a title to this section to reflect its contents. The section is being amended because there is no longer an Urban Central Business District. Removing references to this district will help to remove excessive language and provide clarity within the Land Use element.

- **PCT150104: Sustainable Development in Lake Protection**

This proposed policy amendment was submitted by the Planning Department as authorized by the Leon County Board of County Commissioners at a workshop on November 19, 2013. It is part of the Lake Jackson Sustainable Development project. This project was developed by the Planning Department to implement the Board's strategic initiative to "develop solutions to promote sustainable growth inside the Lake Protection Zone." The proposed amendment generally updates and revises the Lake Protection Land Use category. It enables the creation of a Lake Protection Node (LPN) zoning district intended to allow for compact, mixed-use, and multi-modal neighborhood centers and outlines an improved clustering option intended to encourage more sustainable residential development within the Lake Protection area.

Mr. Wilcox provided the Board with a detailed analysis of the proposed amendment, focusing on 1) the Establishment of Lake Protection Nodes (Highway 27 North and Sessions Road; Highway 27 North and Fred George Road; Highway 27 North and Capital Circle NW/Old Bainbridge Road; and Bannerman Road and Bull Headley Road) and 2) residential cluster development options. Additionally, John Kraynak, Growth and Environmental Management, shared information on the new water treatment standard.

Commissioner Proctor received additional information regarding Lake Jackson's designation as an "impaired water body" from Mr. Kraynak. He also ascertained that the new toll road from Bannerman Road to Old Bainbridge meets the Lake Jackson standards and that any proposed new development in the area would come before the Board for approval.

Commissioner Dailey stated that he was very pleased with staff's public outreach efforts especially in regard to the Friends of Lake Jackson. He asked Mr. Kraynak to clarify that the new water treatment standard would not "starve the lake of water". Mr. Kraynak stated that the volume of water from storm events would discharge into Lake Jackson and the area being discussed is relatively small in comparison to the entire basin. He confirmed that that "we would not be starving the lake of water". Commissioner Dailey commented that while the County has jurisdiction of the lake up to the shore line, the State has control over the water quality. He added that until the State makes a commitment to sufficiently fund the Lake Jackson Aquatic Preserve Management Plan, the overall health of the lake will continue to be challenged.

Commissioner Dozier thanked staff for their creativity and encouraged and supported staff's ideas for mixed developments. She established with Mr. Wilcox that proposed changes have been shared and coordinated with the City; however, Mr. Wilcox noted that very little of lake protection falls within the City's boundaries.

Commissioner Proctor thanked staff for an excellent presentation. He stated that while he supports improvements to the water quality of Lake Jackson, commented the other lakes in the area, i.e., Talquin, Lafayette and Munson have a different personality and function and suggested that development standards should not be the same for all the lakes.

- **PCT150105 Commercial Uses in the Rural Future Land Use Category**

This proposed text amendment was submitted by the Keep it Rural Coalition (KIRC) and approved for inclusion in the 2015-1 Cycle by the Leon County Board of County Commissioners at their December 9, 2014 Board meeting. Per the direction of the Board at that meeting, staff is utilizing the proposed amendment to the rural future land use category to evaluate whether any commercial uses are appropriate within the Rural Future Land Use Map (FLUM) category. The intent of this amendment, as stated by the applicant, is to 'protect and enhance the rural areas as an amenity to and supportive of the County and the City of Tallahassee.' The proposed text amendment submitted by the KIRC would further restrict commercial activities on all properties designated as Rural on the Future Land Use map and amend the Glossary of the Comprehensive Plan to create a "Rural Commercial" category.

- Commissioner Proctor reiterated his previous position that the Woodville area not be included in the restriction as future commercial development is desired for the community. Wayne Tedder, Director of PLACE, responded that the amendment would not affect any of the Woodville Rural Community properties; however, there is a portion south of Woodville that would be affected by the amendment. He assured Commissioner Proctor that additional information, including maps, would be provided at the Joint Workshop on March 10<sup>th</sup>.

- **WITHDRAWN PCM150106: Miers and Rockaway Properties**

Chairman Lindley announced that the Board would take any official action on the proposed amendments at this time and thanked staff for the thorough briefing.

**C. Adjournment**

Chairman Lindley adjourned the workshop at 2:22 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: \_\_\_\_\_  
Mary Ann Lindley, Chairman  
Board of County Commissioners

BY: \_\_\_\_\_  
Bob Inzer, Clerk of the Court  
Leon County, Florida



**WORKSHOP**  
**Leon County Board of Commissioners &**  
**Tallahassee City Commission**  
**2015-1 Comprehensive Plan Amendments**  
**March 10, 2015**

The County and City Commissions' met in a joint session in the County Commission Chambers to conduct a workshop to review and discuss the proposed 2015-1 Comprehensive Plan Amendments.

**Attending:** County Commission – Chairman Mary Ann Lindley and Commissioners Kristin Dozier, Jane Sauls, Nick Maddox, Bryan Desloge, Bill Proctor, and John Dailey. City Commission – Mayor Andrew Gillum and Commissioners Nancy Miller and Curtis Richardson. Commissioners Gill Ziffer and Scott Maddox were absent. Also attending were Deputy City Attorney Linda Hudson; County Administrator Vince Long; County Attorney Herb Thiele, and Board Secretary Rebecca Vause.

**Call to Order**

Chairman Mary Ann Lindley called the Joint County/City Workshop on Cycle 2015-1 Comprehensive Plan Amendments to order at 1:00 PM.

**A. Introductory Comments By Staff:**

Barry Wilcox, Division Manager, Comprehensive Planning and Urban Design, stated that there are four amendments to review in this year's cycle. The 2015-01 cycle process was reviewed with the Commissioners as well as the outreach efforts conducted by staff to ensure public input into the proposed amendments. Mr. Wilcox indicated that the Joint Commissions' would meet for the first public hearing on April 14<sup>th</sup> and the second and final adoption public hearing is scheduled for May 26<sup>th</sup>. Both hearing will be held in the Commission Chambers.

**B. Review of Proposed Cycle 2015-1 Comprehensive Plan Amendments**

Mr. Wilcox provided a thorough review of the following amendments.

• **PCM150101: TALCOR Midtown**

This is a request to change the Future Land Use Map designation of approximately 3.79 acres from "Residential Preservation" to "Urban Residential". The subject site is located south of the Miracle Plaza Shopping Center and consists of 16 non-contiguous parcels. These parcels are located along Gwen Street, Harper Street, Pine Street, and Payne Street, in a neighborhood traditionally referred to as "Carroll's Quarters."

Mr. Wilcox noted that the applicant has, since submittal of the original submission, amended their request to Urban Residential and staff supports the requested change.

*Staff Recommendation: Approval contingent upon the expansion of the amendment area to include all parcels along Gwen Street and Harper Street, and selected parcels along Payne Street and Pine Street in the vicinity of the subject site.*

- *Creates transitional area between high intensity commercial uses and lower density residential areas.*
- *Provides redevelopment opportunities without large increase in allowed density.*
- *Supports the goals of the Multimodal Transportation District.*

Mayor Gillum ascertained from Mr. Wilcox that a mixture of single family detached and single family attached homes were anticipated to be constructed and priced at market rate. Mayor Gillum brought up affordable housing and the difficulty in developing parcels within the Urban Service Area (USA) which could achieve the affordable housing goals.

Commissioner Dozier voiced support for the application but suggested staff explore the possibility of more infrastructure for the area, i.e., sidewalks, landscaping, etc. She also discussed the lack of affordable housing in Midtown and voiced an interest in hearing more about programs or incentives to help renovate the older homes in the area. Commissioner Dozier commented that anything the City or County could do to help encourage the continued presence of multifamily homes might be an interesting way to help address the affordability issues in the area.

Commissioner Miller stated that the amendment, with staff's recommendation, is prudent and she would support the amendment. She noted that the application encourages infill and would bring properties currently out of compliance, into compliance and allow homes to be rebuilt on the parcels.

- **PCT150103: DRI Thresholds for the Urban Central Business District**

This is a request to amend the Future Land Use Element of the Tallahassee-Leon County Comprehensive Plan to remove a portion of the section describing DRI Thresholds for the Urban Central Business District. This request also seeks to add a title to this section to reflect its contents. The section is being amended because there is no longer an Urban Central Business District. Removing references to this district will help to remove excessive language and provide clarity within the Land Use element.

Preliminary Staff Recommendation: Approval

- **PCT150104: Sustainable Development in Lake Protection**

This proposed policy amendment was submitted by the Planning Department as authorized by the Leon County Board of County Commissioners at a workshop on November 19, 2013. It is part of the Lake Jackson Sustainable Development project. This project was developed by the Planning Department to implement the Board's strategic initiative to "develop solutions to promote sustainable growth inside the Lake Protection Zone."

In addition to an overview of the proposed amendment, Mr. Wilcox shared that Policy 2.1.10:[L], of the Comprehensive Plan, would be proposed for deletion to allow for implementation of the proposed amendment.

Commissioner Miller initiated conversation regarding the newly proposed stormwater standard. She indicated that she would like to see the new standard included in the Comprehensive Plan.

Commissioner Dailey responded that he had received some negative feedback regarding the new stormwater standard and asked John Kraynak, Growth and Environmental Management, to remind the Commission of the differences in the two standards and to elaborate on the position of the Water Resources Commission, Science Advisory Committee and the Planning Commission for the new standard.

Commissioner Dozier recalled that the County has initiated a review of the Land Use component of the Comprehensive Plan and relayed that a lot of discussion has taken place regarding the types of things that should or should not be included. She then engaged in dialogue with Mr. Kraynak regarding the proposed stormwater standard and the input provided by the Friends of Lake Jackson.

Commissioner Miller acknowledged the County's review of the Comprehensive Plan; however, reiterated that she would, at this point, be most comfortable with the language as presented by Mr. Kraynak be included in the Comprehensive Plan.

Commissioner Proctor expressed concerns that the Lake Protection category was not being offered outside of the Urban Service Area (USA).

Preliminary Staff Recommendation: Approval

• **PCT150105 Commercial Uses in the Rural Future Land Use Category**

The intent of this amendment is to protect and enhance the rural areas as an amenity to and supportive of the County and the City of Tallahassee. The proposed amendment was initially submitted by the Keep it Rural Coalition (KIRC) and approved for inclusion in the 2015-1 Cycle by the Leon County Board of county Commissioners at their December 9<sup>th</sup>, 2014 Board meeting. Per the direction of the Board at that meeting, staff has utilized the proposed amendment as submitted by KIRC to evaluate compatible commercial uses within the Rural Future Aland Use Map (FLUM) category, based on the intent of the Rural category and in the context of goals and objectives within the Land Use Element of the Tallahassee-Leon County Comprehensive Plan. The proposed changes to the Rural future land use category will amend the language to support non-residential uses compatible with agricultural, silvicultural, and other natural resource based activities.

Mr. Wilcox shared that staff and representatives of the KIRC have been meeting to develop consensus language. The final draft of this effort would be presented to the LPA on April 7<sup>th</sup> and be brought to the Commissions' at the Transmittal Hearing.

Commissioners' Miller and Dozier expressed a desire to learn more about the language and asked that material be provided prior to the transmittal hearing.

Preliminary Staff Recommendation: Approval

Chairman Lindley announced that the Board would not be taking any official action on the amendments at this time and thanked staff for the thorough briefing.

**C. Adjournment**

There being no further business to come before the Joint Commissions, the 2015-1 Comprehensive Plan Amendments Workshop was adjourned at 2:19 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: \_\_\_\_\_  
Mary Ann Lindley, Chairman  
Board of County Commissioners

BY: \_\_\_\_\_  
Bob Inzer, Clerk of the Court  
Leon County, Florida

**BOARD OF COUNTY COMMISSIONERS  
LEON COUNTY, FLORIDA  
REGULAR MEETING  
March 10, 2015**

The Board of County Commissioners of Leon County, Florida, met in regular session at 3:00 p.m. with Chairman Mary Ann Lindley presiding. Present were Vice Chairman Bill Proctor, and Commissioners Nick Maddox, Kristin Dozier, John Dailey, Bryan Desloge, and Jane Sauls. Also present were County Administrator Vincent Long, County Attorney Herb Thiele, Finance Director Betsy Coxen and Board Secretary Rebecca Vause.

The Invocation was provided by Pastor Bob Tyndall, Killearn United Methodist Church. Commissioner Brian Desloge then led the Pledge of Allegiance.

**Awards and Presentations**

- Commissioner Nick Maddox presented a Proclamation to PACE Center for Girls Proclaiming March 2015 as “Believing in Girls Week”.
- Commissioner Kristin Dozier presented a Proclamation recognizing March 8-14, 2015 as “Girl Scouts Week”.
- Benjamin Pingree, Economic Development Council of Tallahassee/Leon County, made presentation on the “Made in Tallahassee” Initiative. The initiative was launched in February 2015 to showcase the diverse products made in the capital community and focuses on key targeted sectors: Research, Information Technology and Manufacturing. He noted that a diverse marketing campaign is planned, which will include web & video, social media, tv and print media. He encouraged all to visit the web page [www.madeintlh.com](http://www.madeintlh.com) for more information on the project.

Commissioner Dozier commended the Economic Development Council for its focus on local businesses and its effort to concentrate on retaining the talent and resources to attract businesses that match what is already in place.

**Consent:**

*Commissioner Desloge moved, duly seconded by Commissioner Sauls, to approve the Consent Agenda. The motion carried 7-0.*

**1. Approval of Minutes: January 27, 2015 Regular Meeting and February 10, 2015 Regular Meeting**

*The Board approved Option 1: Approve the minutes of the January 27, 2015 and February 10, 2015 Regular Meetings.*

**2. Acceptance of the FY 2014/2014 Annual Audit and Financial Report**

*The Board approved Option 1: Accept the FY 2013/2014 Annual Audit and Financial Report, and authorize the Chairman to sign letter transmitting the report to the Auditor General.*

**3. Approval of an Agreement between Leon County and BMG Money, Inc. to Participate in its “LoansAtWork” Program**

*The Board approved Options 1 & 2:*

- 1: *Approve the Agreement between Leon County and BMG Money, Inc. to participate in its “LoansAtWork” program, and authorize the County Administrator to execute.*
- 2: *Approve the piggyback of the City of Miami RFP-391314(17)-Term Contract for “LoansAtWork” program to BMG Money, Inc. of Miami, FL.*

**4. Approval of a Proposed Agreement with National Life Group’s Life of the South West Represented by William M. Durham and Associates, LLC to Establish a 457(b) Deferred Compensation Plan Which Includes a Roth Investment Option and a 401(a) Retirement Savings Match Program**

*The Board approved Option 1: Approve an Agreement with National Life Group’s Life of the South West Represented by William M. Durham and Associates, LLC to establish a 457(b) Deferred Compensation Plan which includes a Roth Investment Option and a 401(a) Retirement Savings Match Program, and authorize the County Administrator to execute.*

**5. Ratification of Commissioners’ Appointments to the Contractor’s Licensing and Examination Board and the Human Services Grant Review Advisory Committee**

*The Board approved Options 1 & 2:*

- 1: *Ratify Commissioners’ appointments as follows:*
  - a. *Commissioner Dozier reappoints Royce Von Jackson to the Contractors Licensing and Examination Board.*
  - b. *Commissioner Lindley reappoints Jack Utermohle to the Contractors Licensing and Examination Board.*
  - c. *Commissioner Dozier appoints Andrea Jones to the Human Services Grant Review Committee.*
- 2: *Waive Policy No. 03-15, “Board-appointed Advisory Committees,” regarding term limits, to provide for Commissioner Proctor to reappoint William Muldrow to the Contractors Licensing and Examination Board.*

**6. Approval of a Request to Rename “Woodmen of the World Road” to “Bethel-by-the-Lake Drive”**

*The Board approved Option 1: Approve the request to rename “Woodmen of the World Road” to “Bethel-by-the-Lake Drive”.*

**7. Acceptance of a Conservation Easement from William and Kathryn Snyder for the Snyder Limited Partition Subdivision**

*The Board approved Option 1: Approve and accept for recording a Conservation Easement from William and Kathryn Snyder for the Snyder Limited Partition Subdivision.*

**8. Request to Schedule a Board Workshop to Provide an Update from the Council on Culture and Arts on the Implementation of the Cultural Plan for Tuesday, September 29, 2015 from 1:30 to 3:00 p.m.**

*The Board approved Option 1: Schedule a Board Workshop to provide an update from the Council on Culture & Arts on the implementation of the Cultural Plan for Tuesday, September 29, 2015 from 1:30 – 3:00 p.m.*

**9. Approval of Payment of Bills and Vouchers Submitted for March 10, 2015 and Pre-Approval of Payment of Bills and Vouchers for the Period of March 11 through April 13, 2015**

*The Board approved Option 1: Approve the payment of bills and vouchers submitted for March 10, 2015, and pre-approve the payment of bills and vouchers for the period of March 11 through April 13, 2015.*

**10. Approval of a Perpetual Utility Easement to Talquin Electric Cooperative, Inc. Across Leon County-owned Property**

*The Board approved Option 1: Approve the conveyance of a Perpetual Utility Easement to Talquin Electric Cooperative, Inc. across Leon County-owned property, and authorize the Chairman to execute.*

**11. Acceptance of Quit Claim Deeds for a 174-Acre Property from Blueprint 2000 to Leon County, in Accordance with the Greenway Master Plan, for Connectivity to the J.R. Alford Greenway**

*The Board approved Option 1: Accept the Quit Claim Deeds conveying 174-acre property from Blueprint 2000 to Leon County, in accordance with the Greenway Master Plan, for connectivity to the J.R. Alford Greenway.*

**12. Adoption of Proposed Resolution Authorizing the Exchange of Properties between Leon County and Summit Holdings VIII, LLC Associated with Future Development on Bannerman Road**

*The Board approved Options 1 & 2:*

*Option 1: Adopt the proposed Resolution authorizing the exchange of properties between Leon County and the Developer associated with future development on Bannerman Road.*

*Option 2: Authorize the Chairman and/or the County Administrator to approve, execute, and accept, in a form approved by the County Attorney, any agreements, deeds, assignments, easements, or other such documents necessary to effectuate the exchange of properties in accordance with the Resolution and this agenda request, along with any other real estate transactions associated with such land exchange.*

**13. Acceptance of Leon Works Status Update and Approval to host the Leon Works Exposition**

*The Board approved Options 1 & 2:*

*1: Accept the Leon Works Status Update.*

*2: Collaborate with community partners and the middle-skill business community to host the "Leon Works" exposition to educate high school students (15-18 years old) on the diverse and exciting middle-skill jobs anticipated locally, while raising awareness regarding a wide range of career and training opportunities.*

**14. Acceptance of the 2014 Annual Report of the Science Advisory Committee**

*The Board approved Option 1: Accept the 2014 Annual Report of the Science Advisory Committee.*

**15. Acceptance of the Status Report on FY 2013 and FY 2014 Minority and Women-Owned Business Enterprise Program Expenditures**

*The Board approved Option 1: Accept the status report on FY 2013 and FY 2014 Minority and Women-Owned Business Enterprise (WMBE) Program expenditures.*

**16. Acceptance of Supervised Pretrial Release Division's Annual Report**

*The Board approved Option 1: Accept the Supervised Pretrial Release Division's Annual Report, and authorize staff to submit to the Clerk of the Circuit Court and Comptroller.*

**17. Acceptance of Status Report on the Lake Iamonia Management Plan**

*The Board approved Option 1: Accept the status report on the Lake Iamonia Management Plan.*

**18. Acceptance of Status Update on the County Sustainability Program**

*The Board approved Options 1 & 2:*

*1: Accept the status update on the County Sustainability Program.*

*2: Provide a fiscal year annual report to the Board on the activities of the Office of Sustainability.*

**19. Acceptance of the Final Status Report on the 2015 Sustainable Communities Summit**

*The Board approved Option 1: Accept the final status report on the 2015 Sustainable Communities Summit.*

**Citizens to be Heard on Non-Agendaed Items** (3-minute limit per speaker; there will not be any discussion by the Commission)

- Mickey Moore, 322 Stadium Drive, President/CEO, Southern Scholarship Foundation (SSF), appeared before the Board and shared that the mission of the SSF is "To help deserving young people who lack financial resources, but demonstrate excellent academic merit and good character, attend institutions of higher education." Mr. Moore requested a letter of support for a \$1 million appropriation to construct a new scholarship house. Senator Bill Montford has agreed to submit the appropriation request.
  - Commissioner Dailey commented that he has served on the SSF Board and will bring this request up under his Commissioner Discussion time.
- Kiko Cintron, 13008 Gopherwood Trail, expressed concerns about flooding in the Killearn Lakes area. He shared that his family has lived in the home for 15 years without event; however, since a County stormwater project in the fall of 2014, he has experienced severe flooding of his property. He asked the Board to supervise the remaining work.
  - Commissioner Desloge requested that Mr. Cintron meet with his aide, Brenda Tanner, and provide contact information so that his office can follow-up on this issue.

**General Business**

**20. Acceptance of the Final Status Report Regarding the Implementation of the Gum Road Target Area Planning Committee’s Recommendations**

County Administrator Long introduced the item. He stated that subsequent to the siting of the Transfer Station on Gum Road, a seven-member citizen’s committee was convened to review the Target Area and, with staff’s assistance, provide recommendations to address the facility’s anticipated impact on the Target Area. He conveyed that the mitigations included 1) transportation; 2) land use/concurrency/zoning; 3) stormwater, and 4) water and sewer. He noted that the goals of all the recommendations approved by the Board have been achieved or are underway, either as originally envisioned or through alternative means and over \$92.4 million in infrastructure projects associated with these recommendations have been completed or are currently underway. County Administrator Long suggested that because the projects planned or completed would address the Gibby Pond project, along with the inability to work with the Gibby Family Trust, the County discontinue its efforts to construct a stormwater facility and discontinue discussions with the Gibby Family Trust for the donation of said site.

- John Gibby, 4887 Gum Road, asserted that while three of the four key areas have been completed (transportation, water/sewer and land use) the most important component (stormwater) has not been addressed. He contended that funds are in the County’s budget to complete the project and submitted that the County should live up to its promise to build the stormwater pond.

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

- 1: Accept the final status report regarding the implementation of the Gum Road Target Area Planning Committee’s recommendation.*
- 2: Direct staff to discontinue efforts to construct a stormwater facility on the TAPC Pond 3 site, and to discontinue efforts to gain ownership of said site.*

The motion carried 7-0.

**21. Preliminary Analysis of Fire Rescue Charge Rate Study and Alternative Funding Option**

County Administrator Long introduced the item and relayed that the item provides a preliminary analysis of the proposed fire rescue charge structure and also includes an alternative funding source for funding fire through a newly authorized local options surtax. He then asked Deputy County Administrator Alan Rosenzweig to provide a brief summarization of the issue.

Deputy County Administrator Rosenzweig recalled for the Board historical background on the establishment of the fire services fee and provided information on the preliminary fire rescue charge study, currently being conducted by Government Services Group (GSG). He stated that the current rates have been in effect for six years and are in compliance with the 15% cap. He emphasized that rates are established countywide based on zones, not on political jurisdiction. Mr. Rosenzweig reviewed the updated rates as prepared by GSG:

<u>Single –family:</u>	<u>Multi-family</u>
Zone 1: \$179 to \$201	Zone 1: \$125 to \$201
Zone 2: \$161 to \$185	Zone 2: \$43 to \$185



He stated that the agenda item additionally provides information on a new Florida law that authorizes an Emergency Fire Rescue Services and Facilities Surtax as an alternative to the fire rescue charge. The surtax must be approved by referendum and is projected to generate \$37.5 million annually. He recommended that should the Board wish to further explore the sales surtax, a more thorough analysis be provided at the April 28<sup>th</sup> Budget Workshop. He conveyed however, that given that the sales surtax could not be collected until January 2017, and the current rate study expires this September, a new fire rescue charge rate study would need to be adopted and authorized for next fiscal year.

*Commissioner Maddox moved, duly seconded by Commissioner Dozier, approval of Option 1: Include a Budget Discussion Item on the Emergency Fire Rescue Services and Facilities Surtax and the completed fire rescue charge study as part of the April 28<sup>th</sup> Budget Policy Workshop.*

Commissioner Dailey articulated that he was not, at this time, in a position to support neither a fee increase nor a sales tax referendum. He stated that he could not support the motion and looked forward to a future discussion on how to make up the delta within the existing budget along with the future of the fire services fee.

Commissioner Dozier established with County Administrator Long that, based on previous decisions, fees will be increased. Mr. Long added that the Interlocal Agreement with the City requires the fire services study be conducted and rates imposed to fund fire services; however, he noted that these are subject to the budget. Commissioner Dozier conveyed she was very interested to learn more about the sales surtax as an alternative funding source for fire services and noted that this could be the long term fix that saves homeowners from rising costs in the future and provides a necessary service. She stated that she was mostly interested in finding a solution that balances out this discussion with the City and complimented staff for advocating on behalf of County residents with the City to ensure that the County has some control over costs.

Commissioner Desloge stated that while he was not sure he could support a sales tax, was interested in hearing more during budget discussions. He submitted that the County does not have a lot of control in the current scenario as the City runs the fire department and he voiced concern over the increases.

Commissioner Proctor expressed concerns about the methodology used to impose the fire services fee and was troubled that residents with modest valued homes paid the same fee as a home with a much larger value. He also questioned why the City's fire trucks appear every time an emergency call is made as this seemed unnecessary in most circumstances. He indicated that he would not be able to support the current motion.

Commissioner Maddox stated that although he too was uncomfortable with the increases, wanted to make sure all options to approach this issue were on the table for discussion.

*The motion carried 5-2 (Commissioners Dailey and Proctor in opposition)*

**22. Establishment of the FY 2016 Maximum Discretionary Funding Levels and Initial Budget Policy Guidance**

County Administrator Long introduced the item and then asked Scott Ross, Director, Office of Financial Stewardship, to brief the Board on the item.

Mr. Ross provided a brief overview of the issue. He noted that the Board is required, by County Ordinance, to: 1) confirm the list of line item funded agencies that can submit applications; 2) Establish the maximum funding level for sponsorship to community partner/table events in an account managed by the County Administrator, and 3) Provide direction to staff on additional appropriation requests that should be considered as part of the tentative budget process.

**Speakers:**

- Ellen Piekalkiewicz, 2777 Tim Gamble Place, Executive Director, United Partners for Human Services, requested the Board set the maximum allocation at \$1.2 million as there is an overwhelming need for these services in the community. She also voiced support for Board funding to the Americans with Disabilities Act 25<sup>th</sup> Anniversary Celebration (Agenda Item #23).
- Kelly Otte, 1075 Alameda Drive, PACE Center, thanked the Board for its incredible support of human services throughout the years. She mentioned that CHSP funding for the PACE program has decreased over the last few years. Ms. Otte applauded the Board for its continued support of human services programs even during fiscally difficult times. She advocated for an increase in CHSP funding this fiscal year.
- Pam Wilson, 8530 Charrington Forest Blvd., Executive Director, Capital Medical Foundation/Society, appeared representing We Care Network and the patients who would not receive medical or dental care without this program. She shared that total funding from all sources last year totalled \$268,000 and they were able to leverage \$3.4 million in donated care. She thanked the Board for its continued support and asked that discretionary funding level be increased to \$1.2 million.
- Kelly O'Rourke, 11077 Wildlife Trail, Domestic Violence Council, asked the Board to continue its funding for the program.
- Jessica Lowe-Minor, 407 Vinnedge Ride, Chair, Commission on the Status of Women and Girls, requested the Board increase its CHSP funding. She shared that she served on the Citizen Review Team for CHSP funding and there are many worthy organizations that do not get funding because of limited CHSP funds.
- The following individuals waived their time in support of comments of the previous speakers:
  - Velma Stevens, Executive Director, Sickle Cell Foundation
  - Susan Pourciau, Executive Director, Big Bend Homeless Coalition
  - Rob Renzi, Executive Director, Big Bend Cares

Commissioner Dozier indicated that she was open to setting a higher limit; however the \$1.2 million being suggested might be a challenge in light of other budget demands. She pointed out that the County contributes a lot more of its general revenue to the fund than other partners and hoped that other partners (City and United Way) would increase CHSP funding. She discussed funding for the Domestic Violence Coordinating Council and the Public Safety Coordinating Council (PSCC). She requested that the Board hear recommendations from the PSCC for their \$100,000 funding earlier in the budget cycle and commented that she could not make any financial commitments until she has reviewed the final numbers at the budget workshop.

Commissioner Dailey moved, duly seconded by Commissioner Proctor, approval of Options 1, as amended: Establish the FY 2016 Discretionary Funding. Unless otherwise specified, a funding level needs to be established by the Board. Establish the maximum level of CHSP funding at \$1.2 million and continue the \$25,000 for the Domestic Violence Coordinating Council:

<b>Funding Type</b>	<b>FY 2015 Funding Level</b>	<b>FY 2016<sup>(1)</sup></b>
CHSP	\$825,000	<b><u>\$1.2 million</u></b>
Homeless Shelter Construction <sup>(2)</sup>	\$100,000	\$100,000
Palmer Monroe Teen Center <sup>(3)</sup>	\$150,000	\$150,000
Domestic Violence Coord. Council	\$25,000	<b><u>\$25,000</u></b>
<b>TOTAL</b>		

(1) Amount to be established by the Board.

(2) Beginning in FY 2015, the Board approved providing \$100,000/year for five years to assist in the capital construction costs of relocating the Homeless Shelter.

(3) Fixed time limit (FY 2014-FY 2016) per Interlocal Agreement.

Option 2: Maintain the special event funding account that includes the following events, including \$15,000 for County Sponsored Tables/Community Events:

<b>Special Event Agencies</b>	<b>FY 2014 Funding</b>
Celebrate America 4 <sup>th</sup> of July Celebration	\$2,500
Dr. Martin Luther King Celebration (Inter Civic Southern Leadership Council of Tallahassee)	\$4,500
NAACP Freedom Fund Award (Tallahassee NAACP)	\$1,000
Soul Santa (Frenchtown \$2,500 and Walker Ford \$1,500)	\$4,000
County Sponsored Tables/Community Events	\$15,000
<b>TOTAL</b>	<b>\$27,000</b>

Option 3: Direct staff to bring back budget discussion items at the June 28, 2015 Budget Workshop regarding:

- a. Sheriff Office Salary Study and Pay Plan
- b. Review of the Pay Plan for Leon County Employees
- c. Consideration of Additional Funding as Requested by Legal Services of North Florida
- d. Budget Impacts of Relocating the Supervisor of Elections County Government Annex Building Offices to the Elections Facility on Capital Circle Southeast.

Commissioner Dailey reminded his colleagues that the Board was not making a final decision at this time, merely setting the funding ceiling.

Commissioner Proctor expressed concerns about the \$129,000 funding provided to the Red Hills Horse Trials and was curious if this was a one-time or a recurring allocation. He opined that the increased funding level for human services was warranted and overdue. He stated that he was interested in the outcome of the Sheriff Deputy Pay Plan Review as deputies were worthy of and due an increase. Commissioner Proctor asserted that the Tallahassee Boys Choir was worthy of more funding as it is not commiserate with their efforts. He also referenced a recent report which labeled Tallahassee “the most economic segregated city in America” and mentioned that he would like funding (possibly from the City also) for a study to ascertain how and why Tallahassee received this designation and how the community can respond and make improvements in this area.

Commissioner Desloge commented that 70% of the County’s budget is mandated by the State and discretionary funds are somewhat limited. He established with Deputy County Administrator Rosenzweig that the Sheriff’s pay plan was last reviewed in 2006 and cost millions of dollars over three years. Commissioner Desloge stated that while he would support the motion, he did not want it to be in any way construed as a commitment to the funding levels being proposed.

Commissioner Maddox indicated that the \$375,000 increase in one year caused him some concern as he does not want to set an expectancy that cannot be fulfilled. He too stated that while he would support the motion on the table, his final support would be contingent upon the information provided at the Budget Workshop. He also stated that the County’s human services partners, i.e., City of Tallahassee and United Way should also step up their commitments.

Commissioner Sauls stated that she supports all the human services agencies and hopes that the County can do more; however, she cannot commit to higher funding levels until the Budget Workshop.

The motion carried 7-0.

**23. Consideration of the Funding Request to Support the 25<sup>th</sup> Anniversary Celebration of the Americans with Disabilities Act in the Amount of \$2,500**

County Administrator Long introduced the item. He advised that should the Board wish to support the event, funding is available in the General Contingency Fund.

*Commissioner Desloge moved, duly seconded by Commissioner Dozier, approval of Option 1: Approve the \$2,500 sponsorship of the 25<sup>th</sup> anniversary celebration of the American with Disabilities Act, and approve the associated budget amendment. The motion carried 6-0 (Commissioner Maddox out of Chambers).*

**24. Consideration of a Report on Proposed Legislation Providing a State Wide Ban on Hydraulic Fracturing and an Analysis of Other Communities Approved Resolutions**

County Administrator Long introduced the item. He recalled that the Board had at its February 10<sup>th</sup> meeting, directed staff to bring back an agenda item that included an analysis of proposed state legislation prohibiting hydraulic fracturing and to analyze other communities’ approved resolutions in opposition to fracturing. He shared that the Florida Association of Counties has not, at this time, taken a position on this issue.

Speakers:

- Ray Bellany, 509 Vinnedge Ride, stated that he strongly opposed fracking and supported a statewide ban. He reported that fracking would affect the state's water quality and the aquifer. He asked the Board to adopt the proposed resolution. He also provided an illustration of a fracking site.
- Amy Datz, 1130 Crestview Avenue, Secretary of the Democratic Club of North Florida, Vice Chair of the Democratic Environmental Caucus of Leon County, and Board member of the Environmental Caucus of Florida. She urged the Board to adopt the proposed resolution and asserted that fracking was the number one most important issue confronting Florida today. She stated that 1,700 handwritten postcards (of which approximately 1,000 were from Leon County) have been sent to legislators in support of a ban on fracking. She stated that fracking was an environmental and economic problem that would affect individual's ability to get a mortgage and to insure their homes. She presented a Resolution from the Democratic Environmental Caucus supporting the proposed resolution.
- Ken Hayes, 1935 Nauticoke Circle, urged the Board to adopt the proposed resolution supporting a ban on fracking.
- Herb Shelton, 2115 Longview Drive, submitted that serious social impacts result from fracking, i.e., rising levels of crime, drugs, mental illness, suicide, housing shortages, price inflation, etc. He asked the Board to support the proposed resolution.
- Brian Lee, 1603 Sauls Street, appeared as the public relations representative for Leon Soil and Water Conservation District. He shared that the organization had on January 15<sup>th</sup> adopted a substantially similar resolution to the one being considered by the Board and hoped that the County would join them in their efforts to ban fracking in the State.
- Kim Ross, 1603 Sauls Street, conveyed that air and water pollution knows no boundaries and Leon County would be impacted by other counties who permit fracking. She stated that fracking uses an immense amount of water and noted the negative economic impact that fracking would have on the State and Leon County.
- Bart Bibler, 3673 Mossy Creek Lane, encouraged the Board to support the proposed fracking ban Resolution. This is a very important decision for water protection property rights and stopping climate change. He requested the Board's support for two other initiatives: 1) Florida solar choice ballot initiative and 2) stop the Keystone Pipeline and stop climate change.

Commissioner Dozier voiced her appreciation for staff's review of other Countys' actions and was pleased that the proposed resolution was modeled after the Alachua County resolution. She stated that should the legislature not place a ban on fracking statewide hoped that it would pursue some type of regulation.

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

- 1: Accept the report on proposed legislation providing a statewide ban on hydraulic fracturing and the analysis of other communities approved resolutions, and*
- 2: Approve the proposed Resolution supporting proposed legislation providing a statewide ban on hydraulic fracturing.*

Commissioner Proctor conveyed that fracking was not healthy for Florida and cited the potential risk of contamination of the Florida aquifer.

Commissioner Desloge pointed out that very few counties have weighed in on this issue and the FAC and NACo has not taken a position either. He stated that he did not believe that there is an eminent danger of legislation to allow fracking in Florida. He opined that there are a number of other important issues before the Board requiring its attention and until he learns more would not be able to support the motion.

*The motion carried 6-1 (Commissioner Desloge in opposition).*

**25. Approval of the Agenda for the Joint County-City Southside Meeting on Tuesday, March 31, 2015 at 6:00 p.m.**

County Administrator Long introduced the item. He conveyed that staff had provided to the Board, at its October 14, 2014 meeting, a comprehensive report on the County's efforts to address issues on the Southside. At that time, staff was directed to reach out to the City to ascertain their interest in holding a joint meeting to discuss the issues and concerns of the Southside. He added that this issue was also discussed at the December 15, 2014 Mayor/Chair meeting.

Commissioner Dozier stated that she would prefer the original agenda, as the new agenda does not provide updates on projects and initiatives and seemed to focus more on the Promise Zone Designation. She, however, deferred to Chairman Lindley, as she has been privy to conversations with the Mayor on this issue.

Chairman Lindley responded that she has had one meeting with the Mayor and did not have a lot of details to share. She mentioned that she has asked Commissioner Proctor to Chair the Southside meeting.

County Administrator Long clarified that the County has attempted on several occasions to have the City participate in joint meetings and the agenda reflects the City's desire for a more formal discussion on the Promise Zone.

Commissioner Maddox articulated that the original agenda was more in-line with what he was accustomed to and the new one with its focus on the Promise Zone was unfamiliar to him. He stated that he was unclear of the Promise Zone concept and was more comfortable with the original agenda.

Commissioner Proctor agreed with the previous comments and asserted that citizens of the Southside should not be presented with a Tallahassee-Leon Promise Zone that has not been vetted by the Board. He suggested that the agenda be pulled and a briefing on the Promise Zone initiative be scheduled. He suggested that the City receive input from Southside residents and then approach the County to adopt the joint Tallahassee-Leon Promise Zone. He stated that he was not comfortable with the direction and suggested that the County remove its name from the initiative and let the City move forward on its own.

Commissioner Maddox further expressed his frustration with the manner in which the new agenda was presented and that the emphasis of the Southside meeting was now on the Promise Zone. He stated that he was very uncomfortable with the way the new agenda came to the Board, i.e., without discussion or prior information about the Promise Zone.

*Commissioner Dozier moved, duly seconded by Commissioner Maddox, to approve the original agenda as contained within the original item (not the supplemental material), and add a discussion of the Promise Zone.*

Commissioner Dozier mentioned that two Commissions' going to the Southside to hold this type of meeting was incredibly important and she didn't want to lose the opportunity. However, she did not want the agenda to be concentrated on the Promise Zone, but merely one of a number of issues that would be discussed.

*The motion carried 7-0.*

**26. Acceptance of Staff Report on Legislation Regarding Plastic Retail Bags**

*Commissioner Maddox moved, duly seconded by Commissioner Desloge, approval of Options 1, 2, & 3:*

- 1: Accept the staff report on legislation regarding plastic retail bags.*
- 2: Adopt a proposed Resolution urging the Florida Legislature to lift the regulatory pre-emption on local government regulation of plastic retail bags.*
- 3: Direct staff to bring back a budget discussion item to explore strategies to increase public awareness of the impact of plastic retail bags by:*
  - a. Raising awareness of the impact of plastic retail bags on the environment, stormwater infrastructure systems, etc.,*
  - b. Installing plastic bag recycling bins similar to those found at grocery stores at various locations throughout Leon County, such as the County Courthouse, libraries, schools, parks, and community centers, and other facilities, and*
  - c. Conducting a campaign encouraging citizens to trade in plastic retail bags for free reusable bag at staffed County facilities.*

*The motion carried 7-0.*

**27. Consideration of Full Board Appointments to the CareerSource Capital Region and Council on Culture & Arts**

The following appointments were approved by the Board:

*Option 1: Commissioner Maddox moved, duly seconded by Commissioner Desloge, the appointment of Mark A. Robinson to the CareerSource Capital Region Board of Directors. The motion carried 7-0.*

*Option 2: Commissioner Dozier moved, duly seconded by Commissioner Desloge, the appointment of Louise Ritchie in the Practicing Artist category to the Council on Culture & Arts. The motion carried 7-0.*

*Option 3: Commissioner Dozier moved, duly seconded by Commissioner Desloge, the appointment of Claudia Davant to the At-Large category to the Council on Culture & Arts. The motion carried 7-0.*

## SCHEDULED PUBLIC HEARINGS

Chairman Lindley reconvened the Board at 6:04 PM and the following public hearing was conducted.

**28. First and Only Quasi-Judicial Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Light Industrial (M-1) Zoning District to the Tallahassee School of Math and Science Planned Unit Development (PUD) Zoning District**

County Administrator Long announced the public hearing and confirmed there were no speakers on this issue. He stated that both Planning Department staff and the Planning Commission recommend approval of the application.

*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 from the Light Industrial (M-1) zoning district to the Planned Unit Development (PUD) zoning district and the associated Concept Plan for the Tallahassee School of Math and Science Planned Unit Development (PUD), based upon the findings and conclusions of the Planning Commission, the information contained within this report and any evidence submitted at the Hearing hereon. The motion carried 7-0.*

**ADD-ON** (Item #29 was heard under General Business)

**29. Consideration of Options Regarding the National Bridge Road Bridge Replacement Project**

County Administrator Long introduced the item. He recollected that property owners appeared before the Board expressing concerns about the bridge replacement. In response, the Board requested the Chair send letter to the Department of Transportation (DOT) formally raising those concerns.

Tony Park, Public Works Director, announced that all activities have been suspended on the bridge. He discussed the letter from the DOT District Secretary James Barfield and reviewed the three options proposed by DOT:

1. Construct a temporary bridge;
2. Re-do the plans and use the existing bridge while constructing a new bridge in a different alignment, and
3. Provide the current plans to Leon County to proceed as the County sees fit.

Mr. Park added that no cost estimates have been finalized for either concept; however, as noted in DOT's letter the temporary bridge, "would significantly increase the cost of the project".

Commissioner Maddox voiced concerns about losing the \$985,000 funding from DOT.

*Commissioner Maddox moved, duly seconded by Commissioner Dozier, approval of Option 3: Determine if Wakulla and Jefferson Counties would provide funds towards a temporary bridge and direct staff to formally send correspondence seeking this information.*

Commissioner Dozier asked if there was time to engage Wakulla and Jefferson Counties in partnering to help fund the temporary bridge. She stated that this is a large project that Leon County could not do on its own. County Administrator Long responded that DOT has expressed a willingness to work with the County and should the Board approve the current motion, staff would convey the Board's direction to the DOT.



Commissioner Dozier confirmed with County Administrator Long that he could not definitively say that funding would not be lost by the Board's next meeting on April 14<sup>th</sup>.

Commissioner Desloge voiced support for the motion and remarked that the bridge, if not repaired, could be closed. He commented that Wakulla and Jefferson Counties need to step up and bear some of the financial burden. He added that he did not want to lose the DOT funding.

Commissioner Proctor asked if the current bridge could be used temporarily while the new bridge is being built. County Administrator Long responded that would require a new design and a significant amount of dollars, in excess of \$2 million. However, he noted that that was an option for the Board to consider.

Commissioner Maddox recalled that residents would prefer to keep the current bridge because of its historical factor. He added that should fellow counties not be willing to help fund the temporary bridge, he was inclined to accept the money and have the bridge maintained.

Chairman Lindley stated that it was fair to ask neighboring counties to help with the cost of the temporary bridge and would support the motion.

The motion carried 7-0.

Chairman Lindley announced that the Board had completed its General Business Agenda and would recess for its dinner break and reconvene at 6:00 PM to conduct the scheduled public hearings.

**Citizens to be Heard on Non-Agendaed Items** (3-minute limit per speaker; Commission may discuss issues that are brought forth by speakers.)

- Jim Wiley, 5359 Pembridge Place, appeared on behalf of Elder Care Services. He shared that Elder Care Services is making a one-time non-recurring funding request to the legislature in the amount of \$3 million to support a project to keep frail seniors in their homes and out of long-term care facilities. Senator Bill Montford asked that he obtain a letter of support from the County; thus, he made a formal request for the letter of support from the Board. He thanked PLACE Director, Wayne Tedder, for his assistance in locating property for the service center project. He added that he was a member of the Southern Scholarship Foundation Board and supported their request for a letter of support for their appropriation request.
  - *Commissioner Desloge moved, duly seconded by Commissioner Dailey, to send a letter in support of the Elder Care Services funding request. The motion carried 7-0.*

**Comments/Discussion Items**

**County Attorney Thiele:**

- No issues.

**County Administrator Long:**

- No issues.

**Commissioner Discussion Items**

**Commissioner Sauls:**

- No issues.

**Commissioner Desloge:**

- *Commissioner Desloge moved, duly seconded by Commissioner Sauls, approval for a Proclamation recognizing May as National Bladder Cancer Month. The motion carried 7-0.*

**Commissioner Maddox:**

- *Commissioner Maddox moved, duly seconded by Commissioner Dailey, approval for a Proclamation designating April 11-28, 2015 as PRIDE WEEK in Leon County. To be presented at PRIDEFEST on April 18, 2015. The motion carried 7-0.*

**Commissioner Dozier:**

- *Commissioner Dozier moved, duly seconded by Commissioner Desloge, approval for a Proclamation recognizing Oasis' Annual Women's History Month. To be presented at their community luncheon on March 26, 2015. The motion carried 7-0.*
- *Commissioner Dozier moved, duly seconded by Commissioner Maddox, to direct staff to bring back an agenda item regarding the audit of the Consolidated Dispatch Agency (CDA). To be brought back after the CDA Board has had an opportunity to review. The motion carried 7-0.*
- Stated that while she is hopeful that the City will want to continue its participation in the scheduled Joint Southside meeting, suggested that the County go ahead with the meeting as planned regardless of the City's decision.

**Commissioner Dailey:**

- *Commissioner Dailey moved, duly seconded by Commissioner Desloge, to direct staff to work with the Southern Scholarship Foundation to pen a letter of support for their appropriations request to the Florida Legislature. The motion carried 7-0.*
- Expressed appreciation to staff for their assistance with recently held neighborhood association meetings.
- Acknowledged the "Lifetime Achievement Award" presented to Tony Park, Director of Public Works, by his peers. He stated that this was a huge honor and expressed how honored the County was to have him as part of the "family".

**Vice-Chairman Proctor:**

- *Commissioner Proctor moved, duly seconded by Commissioner Maddox, approval for a Proclamation recognizing the FAMU High Girls Basketball team on winning their third State Championship. To be presented at the April 14, 2015 meeting. The motion carried 7-0.*
- *Commissioner Proctor moved, duly seconded by Commissioner Dailey, approval for a Proclamation recognizing the Amos P. Godby Boys Basketball Team on winning the State 4A Championship. The motion carried 7-0.*
- *Commissioner Proctor moved, duly seconded by Commissioner Dozier, approval for a Proclamation celebrating the Gramling Seed Company's 100<sup>th</sup> year of serving the community. The motion carried 7-0.*
- Commented that the three local University Presidents have come out in opposition to legislation which would allow students to conceal carry on campus.
  - *Commissioner Proctor moved, duly seconded by Commissioner Dozier, approval for a Resolution supporting the three university presidents' opposition to students being allowed to conceal carry guns on the campuses of TCC, FSU and FAMU. The motion carried 7-0.*
- Indicated that he would share with Chairman Lindley and Mayor Gillum his proposal on how to respond to the recently released report which identified Tallahassee as the most economically segregated city in America.

**Chairman Lindley:**

- On behalf of Chairman Lindley: *Commissioner Desloge moved, duly seconded by Commissioner Maddox, approval for a Proclamation recognizing the FSU Basketball Program on their successful season. The motion carried 7-0.*
- Commented that a wonderful ceremony was held earlier today to unveil the tribute to Leroy Collins.

**Receipt and File:**

- Leon County Research and Development Authority's Audited Financial Statements for FY 2013/14
- Capital Region Community Development District Record of Proceedings January 8, 2015

**Adjourn:**

There being no further business to come before the Board, the meeting was adjourned at 6:22 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: \_\_\_\_\_  
Mary Ann Lindley, Chairman  
Board of County Commissioners

BY: \_\_\_\_\_  
Bob Inzer, Clerk of the Circuit Court  
and Comptroller

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #2**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #2

April 14, 2015

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

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

**Title:** Approval of an Interlocal Agreement Between Leon County and the City of Tallahassee for a Permit Enforcement and Tracking Systems Portal

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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
<b>Lead Staff/ Project Team:</b>	Pat Curtis, MIS Director

**Fiscal Impact:**

This item has a fiscal impact to the County. The County's share of the cost to support the Agreement (approximately \$80,000 annually) is contemplated in MIS's budget.

**Staff Recommendation:**

Option #1: Approve the Interlocal Agreement between Leon County and the City of Tallahassee for a Permit Enforcement and Tracking Systems Portal (Attachment #1).

## **Report and Discussion**

### **Background:**

Leon County and the City of Tallahassee entered into an Interlocal agreement on October 19, 1993, which was subsequently amended on October 17, 2003 for the purpose of developing and implementing an integrated Development Activity, Permit and Enforcement Tracking System (PETS). A cooperative approach in developing and implementing such a system was to provide financial savings, enhanced decision-making capabilities, and improved public service for both governments and their citizens.

The original agreement created a governance structure for the development and implementation of PETS that includes an Executive Committee, a Steering Committee, and a Development Team. It also established the mutual terms and conditions of procuring, implementing, deploying, and managing the PETS system. The City and County jointly use the Accela Permits Plus software for permitting and licensing, which is housed at the City's data center in City Hall, supported by the City ISS Department, and is shared with appropriate County staff. This is done the same way that the GIS system is housed in the County's data center at the PSC and supported by MIS and is shared with appropriate City staff.

The PETS system has been in production since October 1995. The City and County use the system to process and issue permits, inspections, contractor licensing and track code enforcement. An integrated interactive voice response system (IVRS) for the building and development community and citizens to schedule inspections and learn of inspection results has been in place since December 1998. Provision for online submission, issuance, and payment of permits has been in place through an integrated web portal since November 2002. Further enhancements have been developed as both the City and County have integrated Project Dox to each of their processes in PETS to allow the online submission of building permit applications, site and development plan and subdivision proposals, and environmental permit requests for review, collaboration, and document management.

In reviewing the current needs of the development community and necessary system improvements, both the County and City acknowledge that an update to the more than twenty year old existing interlocal agreement is appropriate.

### **Analysis:**

Pursuant to the existing interlocal agreement, the PETS Steering Committee (consisting of representatives from County and City growth and MIS departments) is responsible for jointly developing PETS policy and long-range goals in jointly administering PETS. As part of the committee's responsibility, the committee unanimously recommends the proposed changes to the interlocal agreement. Proposed amendments to the agreement include:

- Clarifying roles and responsibilities of both governments
- Establishing funding allocations for shared resources (no budget impact)
- Adding technical staff from DSEM, City Growth and Planning to the PETS Development Team

- Adding specificity to the consolidated aspect of the program to ensure the development community continues to receive the highest quality of service including a web portal that:
  - Provides a common point of access for the contractor and development community
  - Access to a single consolidated database of permit activity to be maintained by GIS
  - Scheduling of inspection requests
  - Checking the status of inspections and/or reviews
  - A single point of entry for contactor license process
- Continuing to maintain and support the Interactive Voice Response System (IVRS), which provides:
  - A common point of access via voice or smart phone
  - Scheduling of inspection requests
  - Checking of status of inspection and/or reviews
- Provides for a term of ten years, with automatic one year extensions
- Acknowledges that the County and City intend to utilize different internal asset and work order management systems

The PETS Steering Committee and associated technical staff believe that the City and County can have different back-end processing systems that meet their organizational needs and still provide a consolidated interface for citizens and the building community to access information and pursue online applications review and work requests. To best continue to meet and exceed the County's customer needs, the County intends to upgrade the existing system currently being utilized. The City is seeking to replace their entire work order management system, which is utilized by utilities and public works; as part of this citywide solution, a module for permitting and licensing will be utilized by City Growth Management.

Newer technology allows for process improvements, enhanced performance, and additional functions, as well as provides compliance with newer computer infrastructure and vendor mandated operating system platforms. The County and City have anticipated the necessity to upgrade to newer technology and have been building funding over the past several years. The County now has \$350,000 in a CIP for its share of the cost and the City has its funding secured for a PETS upgrade.

County/City technical and process specialists will continue to work together through the PETS Steering Committee and the PETS Development Team. Work will continue to focus on building and maintaining the consolidated portal and the integrated IVRS. The joint staffs will integrate between the County and City back-end systems through GIS and web services to accommodate work processes where necessary – especially workflows between the utilities, Planning, and Fire. MIS/GIS will take the lead on the development of the permitting portal and will work with the City on the integration with the IVRS. The proposed Interlocal Agreement outlines the process and expectations of how the City and County will work together to achieve this plan and how costs are shared for the creation and maintenance of the portal and the IVRS.

The City Commission is scheduled to consider the revised Interlocal Agreement at their April 22, 2015 meeting.

**Options:**

1. Approve the Interlocal Agreement between Leon County and the City of Tallahassee for a Permit Enforcement and Tracking Systems Portal (Attachment #1).
2. Do not approve the Interlocal Agreement between Leon County and the City of Tallahassee for a Permit Enforcement and Tracking Systems Portal.
3. Board direction.

**Recommendation:**

Option #1.

**Attachment:**

1. PETS Interlocal Agreement

VSL/AR/PC



**INTERLOCAL AGREEMENT  
BETWEEN LEON COUNTY AND CITY OF TALLAHASSEE  
PERMIT ENFORCEMENT TRACKING SYSTEMS PORTAL  
(PETS PORTAL)**

THIS INTERLOCAL AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between LEON COUNTY, FLORIDA, a Charter County and political subdivision of the State of Florida (the “County”) and the CITY OF TALLAHASSEE, a Florida municipal corporation, (the “City”), collectively the “Parties.”

**RECITALS**

**WHEREAS**, it is of benefit to all of the citizens of the COUNTY and CITY that both governments cooperate to provide efficient and effective services; and,

**WHEREAS**, this Interlocal Agreement is authorized by Chapter 163, Florida Statutes and the GIS Interlocal Agreement of May 30, 1990, which was amended and restated on October 17, 2003; and,

**WHEREAS**, the City and the County currently utilize a common permit enforcement and tracking system for construction, development, and licensing activities; however, each intends hereafter to establish and maintain separate systems that are more compatible with other software systems being operated by the respective Party (singularly or collectively referred to as “PETS”); and,

**WHEREAS**, a significant community need exists for an ongoing agreement to provide for sharing of, and access by the community to, data relating to construction and development permitting and licensing; and,

**WHEREAS**, the COUNTY and the CITY are committed to provide to the public a single online, and single telephonic, point of access to the permitting, inspections, and contractor licensing data maintained in each of the PETS; and,

**WHEREAS**, the COUNTY and CITY agree to cooperatively develop and maintain a web portal (“PETS Portal”) to provide the contractor and development community, and the public generally, a single point of access for online access to permitting, enforcement, tracking and licensing information maintained in, and services offered by, each PETS; and,

**WHEREAS**, the COUNTY and CITY further agree to maintain an integrated interactive voice response system which allows for scheduling and updates for inspections for inspectors and permit holders.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises hereinafter set forth, the Parties do hereby agree as follows:

## I. DEFINITIONS.

The following definitions shall apply to this Interlocal Agreement:

- A. “**GIS Coordinator**” means the coordinator of the overall GIS project, defined as the GIS System Coordinator in the GIS Interlocal Agreement.
- B. “**GIS Executive Committee**” means the collective body representing the three principal participants in the GIS Interlocal Agreement.
- C. “**GIS Interlocal Agreement**” means the May 30, 1990 Interlocal Agreement between the COUNTY, CITY and the Leon County Property Appraiser to establish a process for the development of a geographical information system.
- D. “**IVRS**” means an integrated interactive voice response system.
- E. “**PETS**” means the separate Permit Enforcement Tracking Systems to be established, maintained, and operated by each of the Parties pursuant to this Interlocal Agreement.
- F. “**Development Team**” means the COUNTY technical staff and CITY and COUNTY program staff that provide business direction, and the CITY Information Systems Services staff who collaborate on technical implementations related to the PETS Portal and the IVRS.
- G. “**PETS Portal**” means the online gateway or portal developed pursuant to this Interlocal Agreement to provide a single point of access by the public to the PETS maintained and operated by each of the Parties.
- H. “**Steering Committee**” means the collective body representing the COUNTY and CITY, charged with providing oversight and approval of the Development Team activities.

## II. TERM AND EFFECTIVE DATE.

This Interlocal Agreement amends and restates the Amended and Restated Agreement dated October 17, 2003.

The Term of this Interlocal Agreement shall commence on February 1, 2015, and shall continue until January 31, 2025. This Interlocal Agreement shall be effective upon full execution by the Parties hereto. The Parties shall continue to jointly operate and maintain the integrated permit tracking and enforcement system currently in operation pursuant to the Amended and Restated Agreement until their PETS have been fully implemented and the PETS Portal is complete and made available to the public for general use.

The term of this Interlocal Agreement shall automatically renew for successive one-year terms after the initial ten-year term; provided, however, that either Party may terminate this Interlocal Agreement by giving written notice to the other Party no less than 180 days prior to the end of the original, or any renewal, term.

**III. PETS PORTAL AND IVRS.**

The PETS Portal and IVRS to be developed pursuant to this Interlocal Agreement shall be available to all members of the development and construction communities as well as the general public. They will provide a single point of online and a single point of telephonic access to data maintained in, and services provided through, the PETS operated by each party.

**IV. OVERSIGHT.**

A. GIS Executive Committee –

The GIS Executive Committee shall oversee the planning and coordination of the PETS Portal and the IVRS and shall submit policy and budget recommendations to the respective Commissions.

B. Steering Committee --

1. Duties:

Shall represent the City and the County in jointly developing policy and long range goals to coordinate and insure online and telephonic access by the community to data and services related to permitting, land development, and licensing.

Shall provide oversight and approval of Development Team activities as they relate to the PETS Portal and the IVRS.

Shall make recommendations to the GIS Executive Committee, no later than February 1 of each year, regarding proposed annual budget for maintenance and operation of the PETS Portal and the IVRS.

2. Membership:

Voting Members –

- a. Leon County Department of Development Support and Environmental Management Director or his/her designee.
- b. City of Tallahassee Growth Management Department Director or his/her designee.

- c. Tallahassee Leon County Planning Department Director or his/her designee.
- d. Leon County Management Information Services (“LCMIS”) Director or his/her designee.
- e. City of Tallahassee Information Systems Services Chief Information Systems Officer (CISO) or his/her designee.

Non-Voting Member:

- a. GIS Coordinator or his/her designee.

4. Committee Voting:

- a. Any alteration made by either Principal Participant to their business systems which will affect the property or operations of either of the Principal Participants must be accomplished within the limitations of the adopted or amended budget of each Principal Participant and must be approved by unanimous vote of the Steering Committee prior to implementation of the change.
- b. The attendance of all voting members or their designee(s) is required to constitute a quorum.
- c. Meetings may be held, but binding decisions shall not be made, without a quorum.

6. Staffing for Steering Committee:

- a. GIS Coordinator –
  - i. The GIS Coordinator shall serve as staff to the Steering Committee, and shall develop agendas, coordinate meetings, and keep and distribute meeting follow-ups.
  - ii. The GIS Coordinator shall provide administrative support to the Steering Committee as needed.
  - iii. The GIS Coordinator shall coordinate the efforts of the Development Team in conjunction with the direction provided by the Steering Committee.

- iv. The GIS Coordinator will be responsible for the coordination, reporting, and development of any budget for the PETS Portal and the IVRS. The budget development process shall include the Development Team, and the Steering Committee.

C. Development Team –

1. Duties:

- a. Shall represent line staff and other system users to recommend technical direction for project work efforts that affect all participants and to form ad-hoc problem solving work teams.
- b. Shall make recommendations through the GIS Coordinator, or to the Steering Committee, whichever is appropriate under the given circumstances.
- c. Shall be made up of COUNTY technical staff which shall develop the web portal, along with CITY and COUNTY assigned program staff to provide business process direction. CITY ISS staff is also to assist with collaboration on technical information.
- d. The COUNTY will collaborate and work with the CITY to develop and maintain the integrated interactive voice response system. Said system will allow for scheduling and updates for inspections for inspectors/permit holders.

2. Membership:

Shall be made up of COUNTY and CITY technical staff and program staff, as assigned, from the Leon County Department of Development Support and Environmental Management, City Growth Management, and the Tallahassee-Leon County Planning Department.

**V. PETS PORTAL.**

The PETS Portal shall be developed and maintained by the COUNTY in collaboration with CITY staff, through the Development Team, and shall provide the following:

A common point of access to online data and services, as approved by the Steering Committee, for the entire community.

Links to the systems used by the City and the County to support their respective work processes for submission of permit, land development, and license applications, scheduling of inspections, management of contractor licensing processes, checking status of inspections or reviews, and provision of mapping services that depict the location of construction, land development, and licensing services provided by the City and the County, including the relevant characteristics (data) of those services.

#### **VI. INTERACTIVE VOICE RESPONSE SYSTEM (IVRS).**

The CITY will develop and maintain, in coordination with the COUNTY, an integrated interactive voice response system to provide the following:

A common point of access via voice or smart phone data maintained by, or services provided by, the City and the County PETS

Scheduling of inspection requests.

Checking status of inspections and/or reviews.

#### **VIII. BUDGET, FUNDING AND ACCOUNTING.**

##### **A. Funding:**

1. Funding for the PETS Portal during the term of this Interlocal Agreement shall be provided by the COUNTY and the CITY in accordance with the adopted budget, and funding provided under the GIS Interlocal Agreement.
2. Any computer hardware, software or services that are unique to one Party shall be procured by that Party.

##### **B. Procurement and Payments:**

1. The COUNTY shall invoice the CITY for its share of the costs for development, maintenance, and operation of the PETS Portal.
2. The CITY shall make all procurements and pay all IVRS vendors for development, maintenance, and operation of the IVRS.
3. The CITY shall invoice the COUNTY, on a quarterly basis, for one-half of all costs and expenses incurred, and all material and equipment procured, in regard to the development, maintenance, and operation of the IVRS.

C. Annual Budgets:

The City and the County shall adopt annual budgets and funding sources for the operation of the PETS Portal and the IVRS in consideration of recommendations from the Steering Committee as outlined in this Interlocal Agreement.

**IX. ADMINISTRATIVE.**

A. Amendments. The Parties hereby acknowledge that the terms hereof constitute the entire understanding and agreement of the Parties with respect to the subject matter hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Interlocal Agreement, in accordance with general law.

B. Assignment. The Parties agree not to assign this Interlocal Agreement to a third-party without the prior written consent of the other Party.

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

D. Notice. If written notice to a Party is required under this Interlocal Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested, to the County as follows:

County Administrator  
Leon County Courthouse  
5<sup>th</sup> Floor  
301 S. Monroe Street  
Tallahassee, FL 32301

with a copy to:

County Attorney  
Leon County Courthouse  
301 S. Monroe Street, Room 202  
Tallahassee, FL 32301

and to the City as follows:

City Manager  
City Hall  
300 S. Adams Street  
Tallahassee, FL 32301

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

IN WITNESS WHEREOF, the Parties caused this Interlocal Agreement to be executed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF TALLAHASSEE, FLORIDA**

**LEON COUNTY, FLORIDA**

By: \_\_\_\_\_  
Andrew Gillum, Mayor

By: \_\_\_\_\_  
Mary Ann Lindley, Chairman  
Board of County Commissioners

ATTEST:  
James O. Cooke, IV  
City Treasurer-Clerk

ATTEST:  
Bob Inzer, Clerk & Comptroller  
Leon County, Florida

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:  
Leon County Attorney's Office

By: \_\_\_\_\_  
Lewis Shelly, Esq.  
City Attorney

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



**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #3**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #3

April 14, 2015

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

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

**Title:** Acceptance of a Conservation Easement from Burnette Thompson and Oleather Mack for the Thompson Limited Partition Subdivision

---

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director, Department of Development Support and Environmental Management
<b>Lead Staff/ Project Team:</b>	John Kraynak, P.E., Director, Environmental Services Division Jill Weisman, Sr. Environmental Review Biologist

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #1: Approve and accept for recording a Conservation Easement from Burnette Thompson and Oleather Mack for the Thompson Limited Partition Subdivision (Attachment #1).

## **Report and Discussion**

### **Background:**

The grantor is preserving areas of wetland and floodplain consistent with requirements and conditions of the Environmental Management Act. The Conservation Easement is required as part of the Environmental Management Permit process (Attachment #1). The Thompson Limited Partition Subdivision is located on Capitola Road at its intersection with Hawkflight Path (Attachment #2). The preserved areas total 12.84 acres.

### **Analysis:**

The proposed Conservation Easement places the landowner and all other subsequent landowners on legal notice that development is prohibited in the protected areas. Acceptance of the Conservation Easement will require County approval. The proposed Conservation Easement does not create any County maintenance responsibility or any other County responsibility for the Conservation Easement. The property owner will still own and protect the land as appropriate under conditions of the proposed easement.

### **Options:**

1. Approve and accept for recording the Conservation Easement from Burnette Thompson and Oleather Mack for the Thompson Limited Partition Subdivision (Attachment #1).
2. Do not approve and do not accept for recording the Conservation Easement from Burnette Thompson and Oleather Mack for the Thompson Limited Partition Subdivision.
3. Board direction.

### **Recommendation:**

Option #1.

### **Attachments:**

1. Conservation Easement
2. Specific Location Map

**CONSERVATION EASEMENT**

STATE OF FLORIDA:

COUNTY OF LEON:

THIS CONSERVATION EASEMENT is hereby made on this 20<sup>th</sup> day of May, 2014, by Burnette Thompson, whose mailing address is 314 Pinney Woods Road Monticello FL 32344 and by Oleathel Mack, whose mailing address is 1493 Vista Monticello, FL 32344 hereinafter referred to as the "Grantor," to LEON COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is Board of County Commissioners, 301 South Monroe Street, Tallahassee, Florida 32301, hereinafter referred to as the "Grantee."

**WITNESSETH:**

For and in consideration of the mutual promises and other good and valuable consideration as set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant to the Grantee, its successors and assigns, a perpetual Conservation Easement in accordance with Section 704.06, Florida Statutes, over and across the real property more particularly described on Exhibit "A", Conservation Easement #1, which is attached hereto and expressly incorporated herein, on the terms and conditions hereinafter set forth:

The following activities are prohibited within this easement, pursuant to Section 704.06, Florida Statutes:

1. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures above or on the ground.
2. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials.
3. Removal or destruction of trees, shrubs, or other vegetation, except for invasive exotic vegetation.
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such matter as to affect the surface.
5. Surface use except for purposes that permit the land or water area to remain predominately in its natural condition.
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife conservation habitat preservation.
7. Acts or uses detrimental to such retention of land or water areas.
8. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archeological, or cultural significance.

Removal or pruning of hazardous, diseased or insect infested trees may be permitted upon prior approval from the Leon County Department of Development Support and Environmental Management.

It is understood that the granting of this easement entitles the Grantee to enter the above-described land in a reasonable manner and at reasonable times to assure compliance with the conditions of this easement.

Grantor hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons whomsoever claimed by, through or under it, that it has good rights and lawful authority to grant this easement and that the same is unencumbered.

Where the context of this easement requires, allows or permits, the same shall include the successors or assigns of the parties.

The easement granted hereby shall run with the land and shall ensure to the benefit of the Grantee and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused these covenants to be executed and its seal to be affixed hereto on the day and year first above written.

GRANTOR

Burnette Thompson  
(Name typewritten)

Burnette Thompson  
(Signature)

WITNESSES:

[Signature]  
(Sign)  
Burnette Thompson  
(Print Name)

Jennifer Ellis  
(Sign)  
Jennifer Ellis  
(Print Name)

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of May, 2014  
by Burnette Thompson, who is personally known to me or who has produced  
(name of person acknowledging)

FL. Drivers License as identification.  
(type of identification produced)

[Signature]  
(Signature of Notary)

Mariel Steele  
(Print, Type or Stamp Name of Notary)

\_\_\_\_\_  
(Title or Rank)



(Serial Number, If Any)

GRANTOR

Deather Mack  
(Name typewritten)

Deather Mack  
(Signature)

WITNESSES:

Melissa Howard  
(Sign)  
Melissa Howard  
(Print Name)

Dale Howard Jr  
(Sign)  
DALE HOWARD JR.  
(Print Name)

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of Aug., 2014

by \_\_\_\_\_, who is personally known to me or who has produced  
(name of person acknowledging)

Personally known as identification.  
(type of identification produced)

Lois H Hunter  
(Signature of Notary)

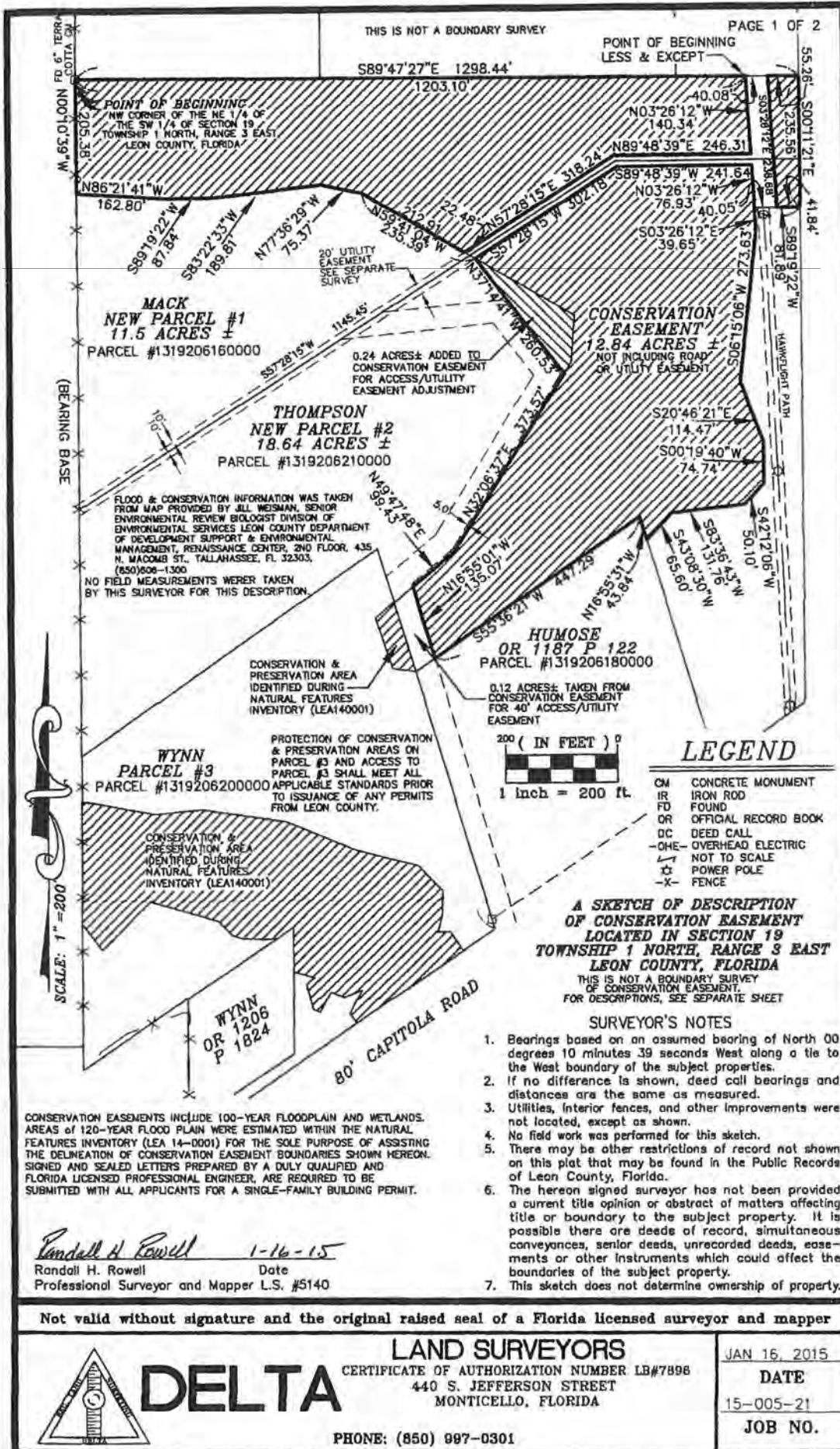
Lois H Hunter  
(Print, Type or Stamp Name of Notary)

Tax Collector  
(Title or Rank)

FF099395  
(Serial Number, If Any)



This Instrument was prepared by:  
Herbert W.A. Thiele, Esq., County Attorney  
Leon County Attorney's Office  
301 South Monroe Street  
Tallahassee, Florida 32301



DESCRIPTION (CONSERVATION EASEMENT)

BEGIN at a terra cotta monument marking the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 19, Township 1 North, Range 3 East, Leon County, Florida and run South 89 degrees 47 minutes 27 seconds East, along the North boundary of the Northeast Quarter of the Southwest Quarter of Section 19, 1298.44 feet to the Northeast Corner of the Northeast Quarter of the Southwest Quarter of said Section 19, thence South 00 degrees 11 minutes 21 seconds East, along the East boundary of the Northeast Quarter of the Southwest Quarter of said Section 19, 235.56 feet to a point, thence leaving the East boundary of the Northeast Quarter of the Southwest Quarter of said Section 19, run South 89 degrees 19 minutes 22 seconds West, 81.89 feet to a point, thence South 03 degrees 26 minutes 12 seconds East, 39.65 feet to a point, thence South 06 degrees 15 minutes 06 seconds West, 273.63 feet to a point, thence South 20 degrees 46 minutes 21 seconds East, 114.47 feet to a point, thence South 00 degrees 19 minutes 40 seconds West, 74.74 feet to a point, thence South 42 degrees 12 minutes 06 seconds West, 50.10 feet to a point, thence South 83 degrees 36 minutes 43 seconds West, 131.76 feet to a point, thence South 43 degrees 08 minutes 30 seconds West, 85.60 feet to a point on the East boundary of the Humose Property as recorded in Official Records Book 1187, Page 122, Public Records of Leon County, Florida, thence run North 16 degrees 55 minutes 31 seconds West, along the East boundary of said Humose Property, 43.84 feet to the Northeast corner of said Humose Property, thence run South 55 degrees 36 minutes 21 seconds West, along the North boundary of said Humose Property, 447.29 feet to a point, thence leaving the the North boundary of said Humose Property, run North 16 degrees 55 minutes 01 seconds West, 135.07 feet to a point, thence run North 49 degrees 47 minutes 48 seconds East, 99.43 feet to a point, thence North 32 degrees 06 minutes 37 seconds East, 373.57 feet to a point, thence North 37 degrees 14 minutes 41 seconds West, 260.53 feet to a point, thence North 59 degrees 41 minutes 04 seconds West, 235.39 feet to a point, thence North 77 degrees 36 minutes 29 seconds West, 75.37 feet to a point, thence South 83 degrees 22 minutes 33 seconds West, 189.81 feet to a point, thence South 89 degrees 19 minutes 22 seconds West, 87.84 feet to a point, thence North 86 degrees 21 minutes 41 seconds West, 162.80 feet to a point on the West boundary of the Northeast Quarter of the Southwest Quarter of Section 19, thence North 00 degrees 10 minutes 39 seconds West, along the West boundary of the Northeast Quarter of the Southwest Quarter of Section 19, 205.38 feet to the Point of Beginning;

LESS AND EXCEPT

Commence at a terra cotta monument marking the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 19, Township 1 North, Range 3 East, Leon County, Florida and run South 89 degrees 47 minutes 27 seconds East, along the North boundary of the Northeast Quarter of the Southwest Quarter of Section 19, 1203.10 feet to a point on the Westerly boundary of a 40 foot wide strip of land reserved for Hawkflight Path for a POINT OF BEGINNING, thence from said POINT OF BEGINNING continue South 89 degrees 47 minutes 27 seconds East, along the North boundary of the Northeast Quarter of the Southwest Quarter of Section 19, 40.08 feet, to a point on the Easterly boundary of said 40 foot wide strip of land reserved for Hawkflight Path, thence run South 03 degrees 26 minutes 12 seconds East, along the East boundary of said 40 foot strip of land, 236.68 feet to a point on the South boundary of the above described conservation easement, thence South 89 degrees 19 minutes 22 seconds West, along said South boundary of said Easement, 40.05 feet to a point on the Westerly boundary of a 40 foot wide strip of land reserved for Hawkflight Path, thence North 03 degrees 26 minutes 12 seconds West, 76.93 feet to a point on the South boundary of a 20 foot wide utility easement, thence South 89 degrees 48 minutes 39 seconds West, along the South boundary of said 20 foot wide utility easement, 241.64 feet, thence South 57 degrees 28 minutes 15 seconds West, along the South boundary of said 20 foot wide utility easement, 302.18 feet to a point on the Westerly boundary of the above described conservation easement, thence North 59 degrees 41 minutes 04 seconds West, along the Westerly boundary of the said conservation easement 22.48 feet to a point on the North boundary of said 20 foot wide utility easement, thence North 57 degrees 28 minutes 15 seconds East, along the North boundary of said 20 foot wide utility easement, 318.24 feet to a point, thence North 89 degrees 48 minutes 39 seconds East, along the North boundary of said 20 foot wide utility easement 246.31 feet to a point on the Westerly boundary of a said 40 foot wide strip of land reserved for Hawkflight Path, thence North 03 degrees 26 minutes 12 seconds West, along the Westerly boundary of a said 40 foot wide strip of land 140.34 feet to the Point of Beginning.

CONSERVATION EASEMENT CONTAINS A TOTAL OF 12.84 ACRES

Not valid without signature and the original raised seal of a Florida licensed surveyor and mapper



**DELTA**

**LAND SURVEYORS**

CERTIFICATE OF AUTHORIZATION NUMBER LB#7896  
440 S. JEFFERSON STREET  
MONTICELLO, FLORIDA

PHONE: (850) 997-0301

JAN 16, 2015

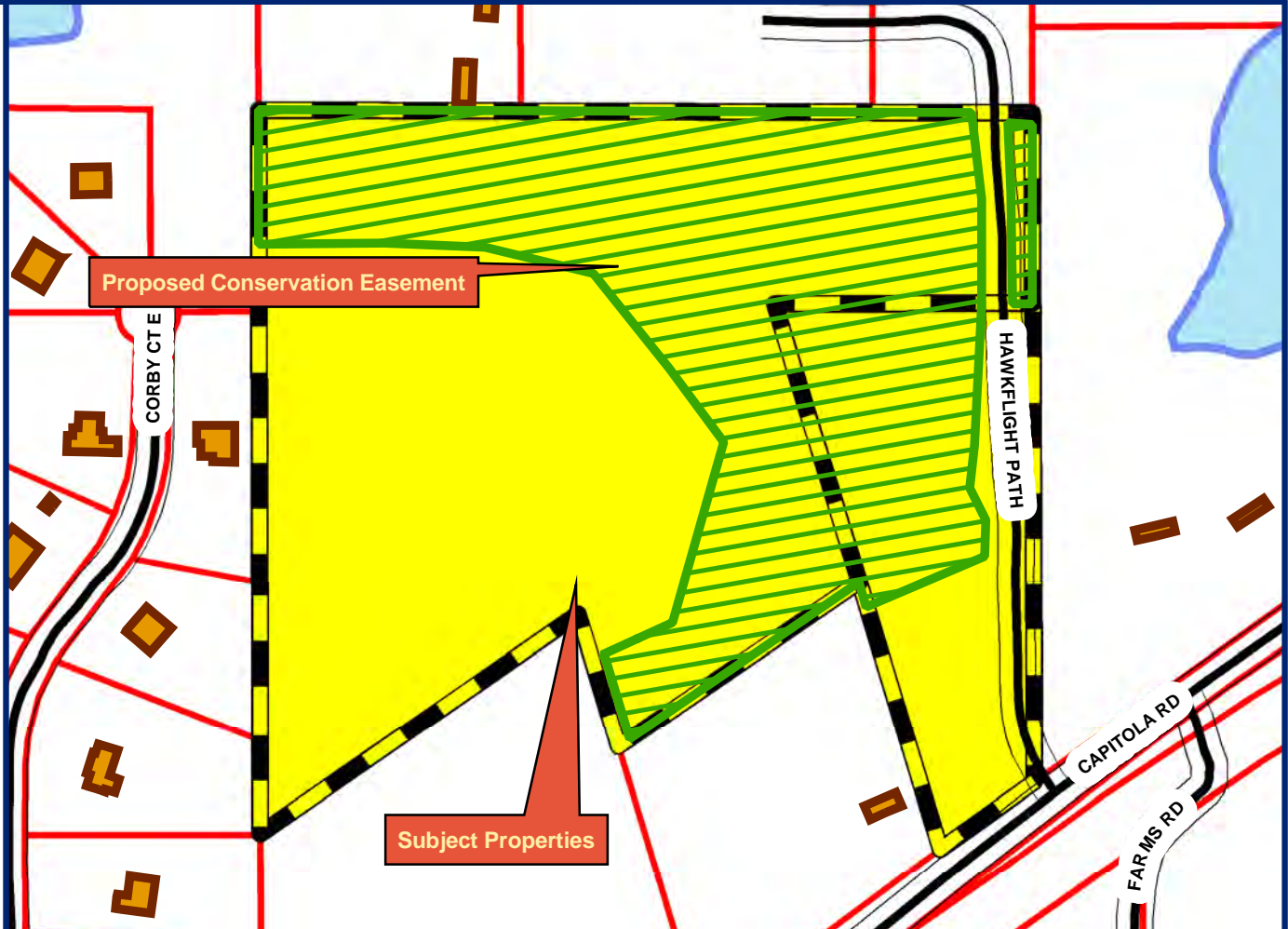
DATE

15-005-21

JOB NO.

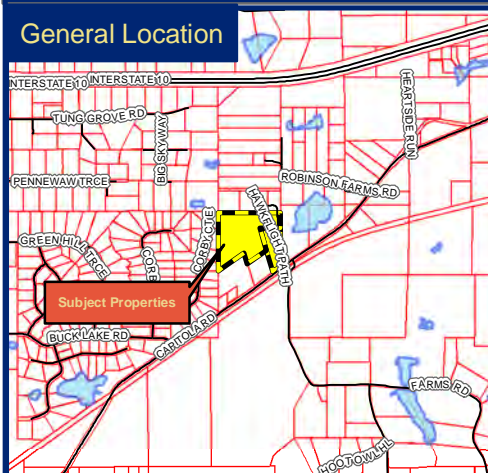


LEON COUNTY  
DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT

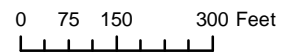


Proposed Conservation Easement  
for Thompson Limited Partition Subdivision






General Location





1 inch = 300 Feet



Legend

-  Buildings
-  Waterbodies
-  Subject Property
-  Parcels
-  Proposed Conservation Easement

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.

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #4**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #4

April 14, 2015

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

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

**Title:** Acceptance of Conservation Easements from Bannerman Crossings V, LLC and Bannerman Forest, LLC for the Bannerman Crossing South Side Commercial Project

---

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director, Department of Development Support and Environmental Management
<b>Lead Staff/ Project Team:</b>	John Kraynak, P.E., Director, Environmental Services Division Anna Padilla, P.E., CFM, Senior Environmental Engineer

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #1: Approve and accept for recording a Conservation Easement from Bannerman Crossing V, LLC and a Conservation Easement from Bannerman Forest, LLC for the Bannerman Crossing South Side Commercial project (Attachments #1 and #2).

## **Report and Discussion**

### **Background:**

Effective February 5, 2014, Leon County entered into a Development Agreement (DA) with the owners of the property on the north and south sides of Bannerman Road, west of its intersection with Thomasville Road (“Developer”). Pursuant to the DA, the Developer will construct the Bannerman Crossing South Side Commercial project, consisting of the creation of commercial/retail space on the south side of Bannerman Road and west of, and connecting to, the existing Bannerman Corner commercial site.

The grantor is preserving wetland, wetland buffer, waterbody, watercourse, significant and severe slopes, floodplain, and Lake McBride Special Development Zones consistent with requirements and conditions of the Environmental Management Act (EMA). The Conservation Easements are required as part of the Environmental Management Permit process and to meet the natural area requirements of the EMA. The two Conservation Easements are contiguous, but are located on separate parcels; one Conservation Easement is being granted by Bannerman Crossing V, LLC (Attachment #1) and a second Conservation Easement is being granted by Bannerman Forest, LLC (Attachment #2). The Conservation Easement areas are located generally west/southwest of the Bannerman Road and Quail Common Drive intersection (Attachment #3). The preserved areas total 10.41 acres.

### **Analysis:**

The proposed Conservation Easements place the current landowners and all other subsequent landowners on legal notice that development is prohibited in the protected areas. Acceptance of the Conservation Easements requires Board approval. The proposed Conservation Easements do not create any County maintenance responsibility or any other County responsibility for the Conservation Easements. The property owners still own and protect the land as appropriate under conditions of the proposed Easement.

### **Options:**

1. Approve and accept for recording a Conservation Easement from Bannerman Crossing V, LLC and a Conservation Easement from Bannerman Forest, LLC for the Bannerman Crossing South Side Commercial project (Attachments #1 and #2).
2. Do not approve and do not accept for recording a Conservation Easement from Bannerman Crossing V, LLC and a Conservation Easement from Bannerman Forest, LLC for the Bannerman Crossing South Side Commercial project.
3. Board direction.

### **Recommendation:**

Option #1.

### **Attachments:**

1. Conservation Easement Agreement from Bannerman Crossing V, LLC
2. Conservation Easement Agreement from Bannerman Forest, LLC
3. Specific Location Map

CONSERVATION EASEMENT

STATE OF FLORIDA:

COUNTY OF LEON:

THIS CONSERVATION EASEMENT is hereby made and entered into on this 11th day of February, 2015, by Bannerman Crossings V, LLC whose mailing address is 2073 Summit Lake Drive – Suite 155, Tallahassee, Florida 32317 hereinafter referred to as the "Grantor," to LEON COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is Board of County Commissioners, 301 South Monroe Street, Tallahassee, Florida 32301, hereinafter referred to as the "Grantee."

WITNESSETH:

For and in consideration of the mutual promises and other good and valuable consideration as set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant to the Grantee, its successors and assigns, a perpetual Conservation Easement in accordance with Section 704.06, Florida Statutes, over and across the real property more particularly described on Exhibit "A", which is attached hereto and expressly incorporated herein, on the terms and conditions hereinafter set forth:

The following activities are prohibited within this easement, pursuant to Section 704.06, Florida Statutes:

1. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures above or on the ground.
2. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials.
3. Removal or destruction of trees, shrubs, or other vegetation, except for invasive exotic vegetation.
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such matter as to affect the surface.
5. Surface use except for purposes that permit the land or water area to remain predominately in its natural condition.
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife conservation habitat preservation.
7. Acts or uses detrimental to such retention of land or water areas.
8. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archeological, or cultural significance.

Removal or pruning of hazardous, diseased or insect infested trees may be permitted upon prior approval from the Leon County Department of Development Support and Environmental Management.

Notwithstanding the foregoing, the Grantor shall be permitted to perform the activities set forth in the *Bannerman Crossing Southside Commercial Conservation Easement Management & Maintenance Plan*, maintained in the records of Leon County Department of Development Support and Environmental Management, and as may be amended from time to time.

It is understood that the granting of this easement entitles the Grantee to enter the above-described land in a reasonable manner and at reasonable times to assure compliance with the conditions of this easement.

Grantor hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons whosoever claimed by, through or under it, that it has good rights and lawful authority to grant this easement and that the same is unencumbered. Where the context of this easement requires, allows or permits, the same shall include the successors or assigns of the parties.

The easement granted hereby shall run with the land and shall enure to the benefit of the Grantee and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused these covenants to be executed and its seal to be affixed hereto on the day and year first above written.

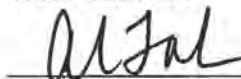
GRANTOR


Bannerman Crossings V, LLC  
(Name of Corporation Typewritten)

  
(Signature of Officer or Agent)

Claude Walker, Manager  
(Print Name and Title of Officer or Agent)

WITNESSES:

  
\_\_\_\_\_  
(Sign)  
Alison Taber  
\_\_\_\_\_  
(Print Name)

  
\_\_\_\_\_  
(Sign)  
Gabriel Lemvlerman  
\_\_\_\_\_  
(Print Name)

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of February, 2015, by Claude R. Walker,  
(name of officer or agent, title of officer or agent)  
of Bannerman Crossing V, LLC, a Florida limited liability company,  
on behalf of the corporation. He/she is personally known to me.

(Signature of Notary) *Jane Johnston*

(Print, Type or Stamp Name of Notary)

(Title or Rank)

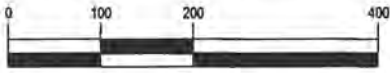
(Serial Number, If Any)



This Document Prepared by: Herbert W.A. Thiele, Esq., County Attorney  
Leon County Attorney's Office  
Suite 202, 301 South Monroe Street  
Tallahassee, Florida 32301

Exhibit A

GRAPHIC SCALE

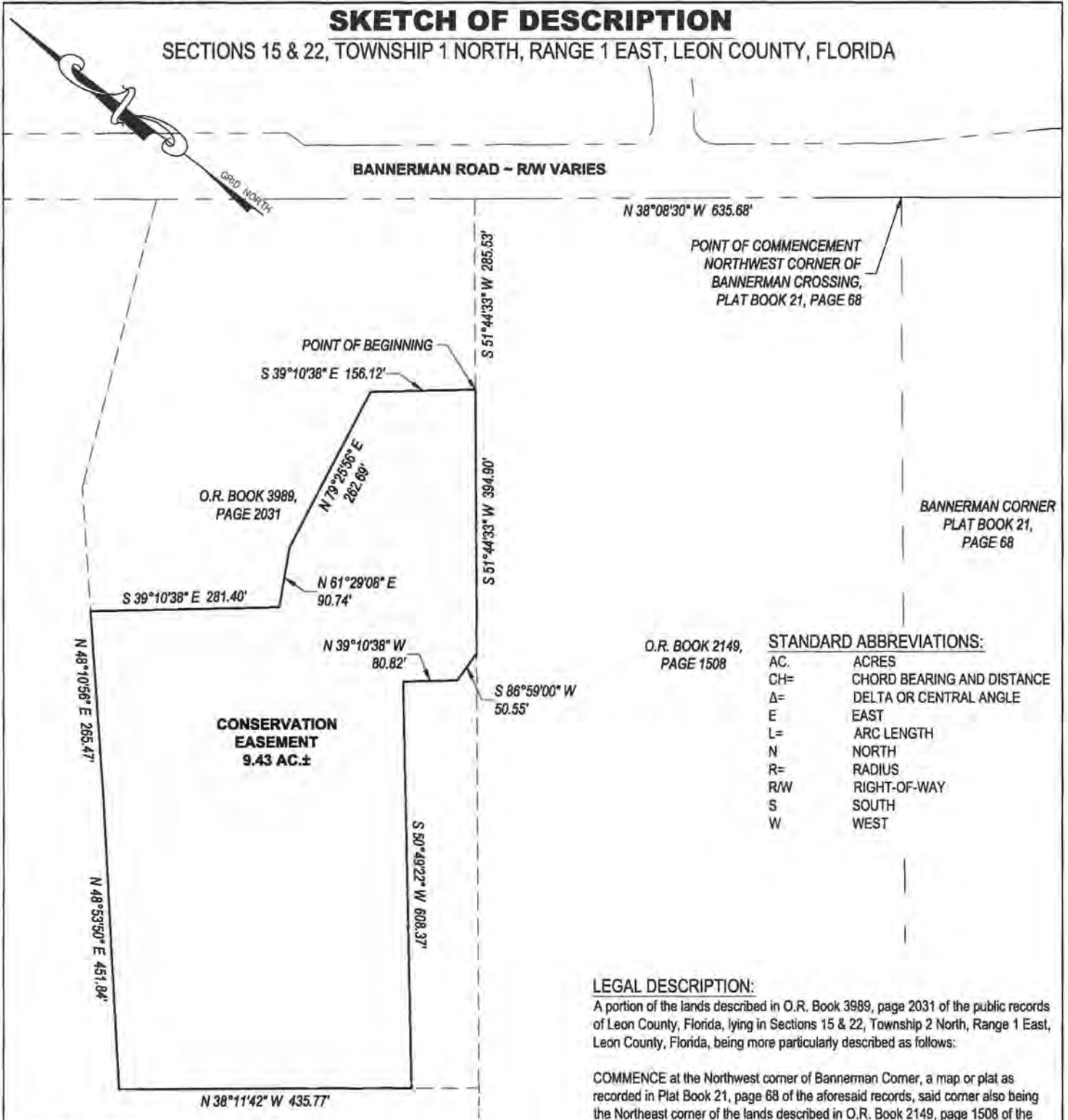


1 inch = 200 ft.



SKETCH OF DESCRIPTION

SECTIONS 15 & 22, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA



POINT OF COMMENCEMENT  
NORTHWEST CORNER OF  
BANNERMAN CROSSING,  
PLAT BOOK 21, PAGE 68

BANNERMAN CORNER  
PLAT BOOK 21,  
PAGE 68

CONSERVATION  
EASEMENT  
9.43 AC.±

O.R. BOOK 2149,  
PAGE 1508

STANDARD ABBREVIATIONS:

AC.	ACRES
CH=	CHORD BEARING AND DISTANCE
Δ=	DELTA OR CENTRAL ANGLE
E	EAST
L=	ARC LENGTH
N	NORTH
R=	RADIUS
R/W	RIGHT-OF-WAY
S	SOUTH
W	WEST

LEGAL DESCRIPTION:

A portion of the lands described in O.R. Book 3989, page 2031 of the public records of Leon County, Florida, lying in Sections 15 & 22, Township 2 North, Range 1 East, Leon County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of Bannerman Corner, a map or plat as recorded in Plat Book 21, page 68 of the aforesaid records, said corner also being the Northeast corner of the lands described in O.R. Book 2149, page 1508 of the aforesaid records, said corner also lying on the Southwesterly Right-of-Way boundary of Bannerman Road (Variable Width Right-of-Way); thence N 38° 08' 30" W along the Northeastly boundary of said lands and said Southwesterly Right-of-Way boundary, 635.68 feet to the Northwest corner of said lands and the Southeastly boundary of said lands described in O.R. Book 3989, page 231; thence leaving said Southeastly Right-of-Way boundary, S 51° 44' 33" W along said Southeastly boundary, 285.53 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue S 51° 44' 33" W along said Southeastly boundary, 394.90 feet; thence S 86° 59' 00" W, 50.55 feet; thence N 39° 10' 38" W, 80.82 feet; thence S 50° 49' 22" W, 608.37 feet to the Southwesterly boundary of said lands described in O.R. Book 3989, page 231; thence along the Southwesterly and Northwesterly boundary of said lands the following three courses: N 38° 11' 42" W, 435.77 feet to the Southwest corner of said lands; thence N 48° 53' 50" E, 451.84 feet; thence N 48° 10' 56" E, 265.47 feet; thence leaving said Northwesterly boundary, S 39° 10' 38" E, 281.40 feet; thence N 61° 29' 08" E, 90.74 feet; thence N 79° 25' 56" E, 262.69 feet; thence S 39° 10' 38" E, 156.12 feet to the POINT OF BEGINNING.  
Containing 9.43 acres, more or less.

GENERAL NOTES:

- NO IMPROVEMENTS LOCATED OTHER THAN SHOWN HEREON.
- BEARINGS ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NAD 83 DATUM.
- THIS IS NOT A BOUNDARY SURVEY.
- ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

SURVEYOR'S CERTIFICATION:

I hereby certify that the SKETCH OF DESCRIPTION shown hereon meets the Minimum Technical Standards for Land Surveying in the State of Florida (F.A.C. 5J-17).  
The undersigned surveyor has not been provided a current title opinion or abstraction of matters affecting the boundary to the Subject Property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

LARRY D. DAVIS  
REGISTERED FLORIDA LAND SURVEYOR NO. 5254

Moore Bass Consulting UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID.	The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.	FILE #	14-027	554-070-SK-CONSERV.dwg
		CONTRACT #	554.070	ARCHIVE
MOORE BASS CONSULTING, INC. 405 N. GADSDEN STREET TALLAHASSEE, FL. 32303 (850) 222-5678 CERTIFICATE OF AUTHORIZATION No. 00007245	CLIENT NAME Richard Kearney	PROJECT NAME Bannerman South - Commercial	NOTEBOOK #	PAGE #
			DATE	2015.02.10
			DRAWN BY	AJT
			SHEET TITLE	SKETCH OF DESCRIPTION (CONSERVATION EASEMENT)
				1/1



CONSERVATION EASEMENT

STATE OF FLORIDA:

COUNTY OF LEON:

THIS CONSERVATION EASEMENT is hereby made and entered into on this 11th day of February, 2015, by Bannerman Forest, LLC whose mailing address is 2073 Summit Lake Drive – Suite 155, Tallahassee, Florida 32317 hereinafter referred to as the "Grantor," to LEON COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is Board of County Commissioners, 301 South Monroe Street, Tallahassee, Florida 32301, hereinafter referred to as the "Grantee."

WITNESSETH:

For and in consideration of the mutual promises and other good and valuable consideration as set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant to the Grantee, its successors and assigns, a perpetual Conservation Easement in accordance with Section 704.06, Florida Statutes, over and across the real property more particularly described on Exhibit "A", which is attached hereto and expressly incorporated herein, on the terms and conditions hereinafter set forth:

The following activities are prohibited within this easement, pursuant to Section 704.06, Florida Statutes:

1. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures above or on the ground.
2. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials.
3. Removal or destruction of trees, shrubs, or other vegetation, except for invasive exotic vegetation.
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such matter as to affect the surface.
5. Surface use except for purposes that permit the land or water area to remain predominately in its natural condition.
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife conservation habitat preservation.
7. Acts or uses detrimental to such retention of land or water areas.
8. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archeological, or cultural significance.

Removal or pruning of hazardous, diseased or insect infested trees may be permitted upon prior approval from the Leon County Department of Development Support and Environmental Management.

Notwithstanding the foregoing, the Grantor shall be permitted to perform the activities set forth in the *Bannerman Crossing Southside Commercial Conservation Easement Management & Maintenance Plan*, maintained in the records of Leon County Department of Development Support and Environmental Management, and as may be amended from time to time.

It is understood that the granting of this easement entitles the Grantee to enter the above-described land in a reasonable manner and at reasonable times to assure compliance with the conditions of this easement.

Grantor hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons whosoever claimed by, through or under it, that it has good rights and lawful authority to grant this easement and that the same is unencumbered. Where the context of this easement requires, allows or permits, the same shall include the successors or assigns of the parties.

The easement granted hereby shall run with the land and shall enure to the benefit of the Grantee and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused these covenants to be executed and its seal to be affixed hereto on the day and year first above written.


GRANTOR


Bannerman Forest, LLC  
(Name of Corporation Typewritten)

  
(Signature of Officer or Agent)

Claude Walker, Manager  
(Print Name and Title of Officer or Agent)

WITNESSES:

  
\_\_\_\_\_  
(Sign)  
Alison Taber  
\_\_\_\_\_  
(Print Name)

  
\_\_\_\_\_  
(Sign)  
Gabriel Lemmerman  
\_\_\_\_\_  
(Print Name)

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of February, 2015, by CLAUDE R. WALKER of Bannerman Forest, LLC, a Florida limited liability company, on behalf of the corporation. He/she is personally known to me.

(Signature of Notary)

(Print, Type or Stamp Name of Notary)

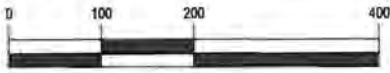
(Title or Rank)



(Serial Number, If Any)

This Document Prepared by: Herbert W.A. Thiele, Esq., County Attorney  
Leon County Attorney's Office  
Suite 202, 301 South Monroe Street  
Tallahassee, Florida 32301

**GRAPHIC SCALE**

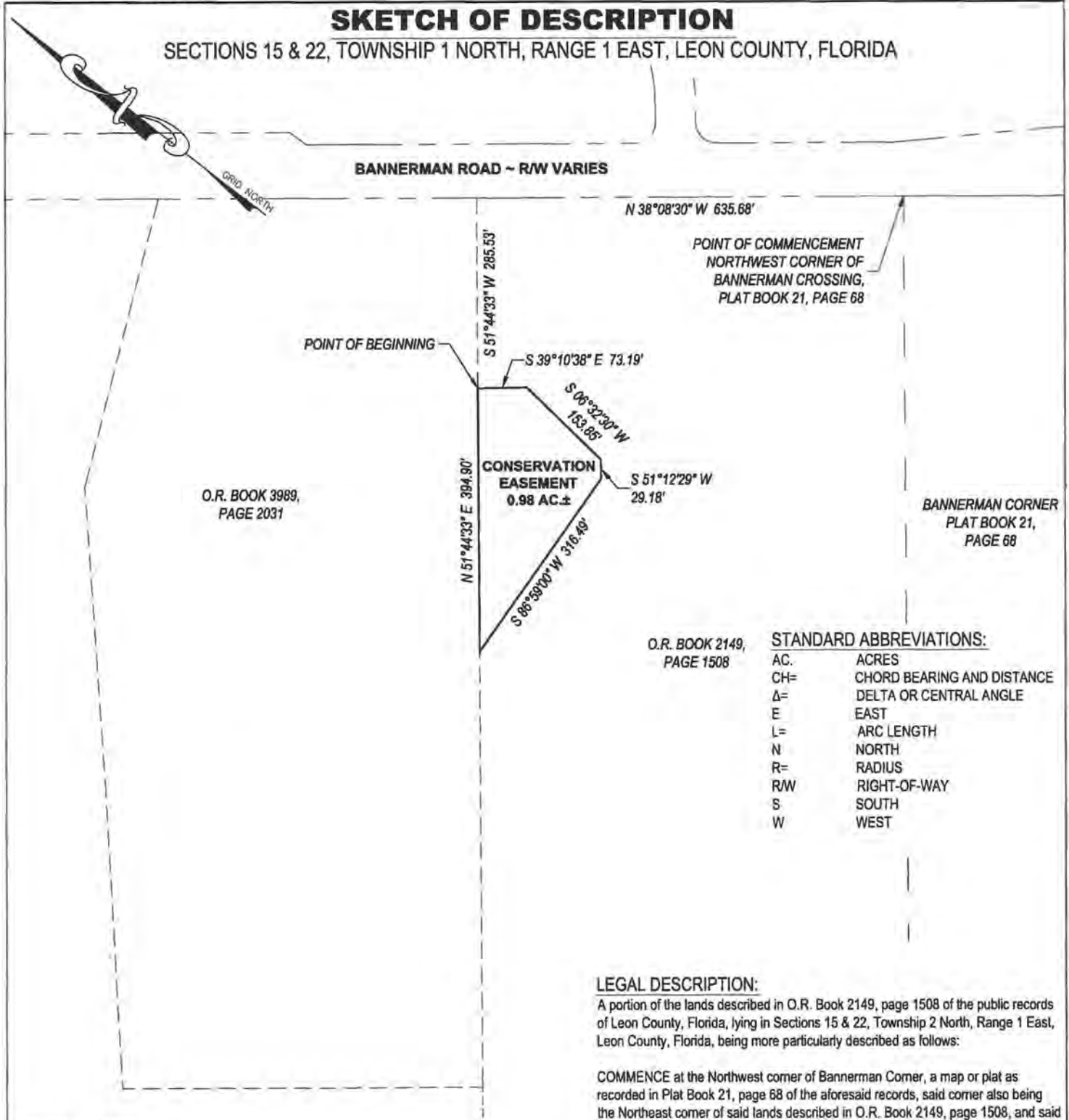


1 inch = 200 ft.



**SKETCH OF DESCRIPTION**

SECTIONS 15 & 22, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA



**STANDARD ABBREVIATIONS:**

AC.	ACRES
CH=	CHORD BEARING AND DISTANCE
Δ=	DELTA OR CENTRAL ANGLE
E	EAST
L=	ARC LENGTH
N	NORTH
R=	RADIUS
R/W	RIGHT-OF-WAY
S	SOUTH
W	WEST

**LEGAL DESCRIPTION:**

A portion of the lands described in O.R. Book 2149, page 1508 of the public records of Leon County, Florida, lying in Sections 15 & 22, Township 2 North, Range 1 East, Leon County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of Bannerman Corner, a map or plat as recorded in Plat Book 21, page 68 of the aforesaid records, said corner also being the Northeast corner of said lands described in O.R. Book 2149, page 1508, and said corner also lying on the Southwesterly Right-of-Way boundary of Bannerman Road (Variable Width Right-of-Way); thence N 38° 08' 30" W along the Northeastery boundary of said lands and said Southwesterly Right-of-Way boundary, 635.68 feet to the Northwest corner of said lands; thence leaving said Southeastery Right-of-Way boundary, S 51° 44' 33" W along the Northwestery boundary of said lands, 285.53 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence S 39° 10' 38" E, 73.19 feet; thence S 06° 32' 30" W, 153.85 feet; thence S 51° 12' 29" W, 29.18 feet; thence S 86° 59' 00" W, 316.49 feet; to said Northwestery boundary of said lands; thence N 51° 44' 33" E along said Northwestery boundary, 394.90 feet to the POINT OF BEGINNING. Containing 0.98 acres, more or less.

**GENERAL NOTES:**

1. NO IMPROVEMENTS LOCATED OTHER THAN SHOWN HEREON.
2. BEARINGS ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NAD 83 DATUM.
3. THIS IS NOT A BOUNDARY SURVEY.
4. ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

**SURVEYOR'S CERTIFICATION:**

I hereby certify that the SKETCH OF DESCRIPTION shown hereon meets the Minimum Technical Standards for Land Surveying in the State of Florida (F.A.C. 5J-17).  
The undersigned surveyor has not been provided a current title opinion or abstraction of matters affecting title or ownership to the subject property. It is possible there are deeds of record, unrecorded deeds, judgments or other instruments which could affect the boundaries.



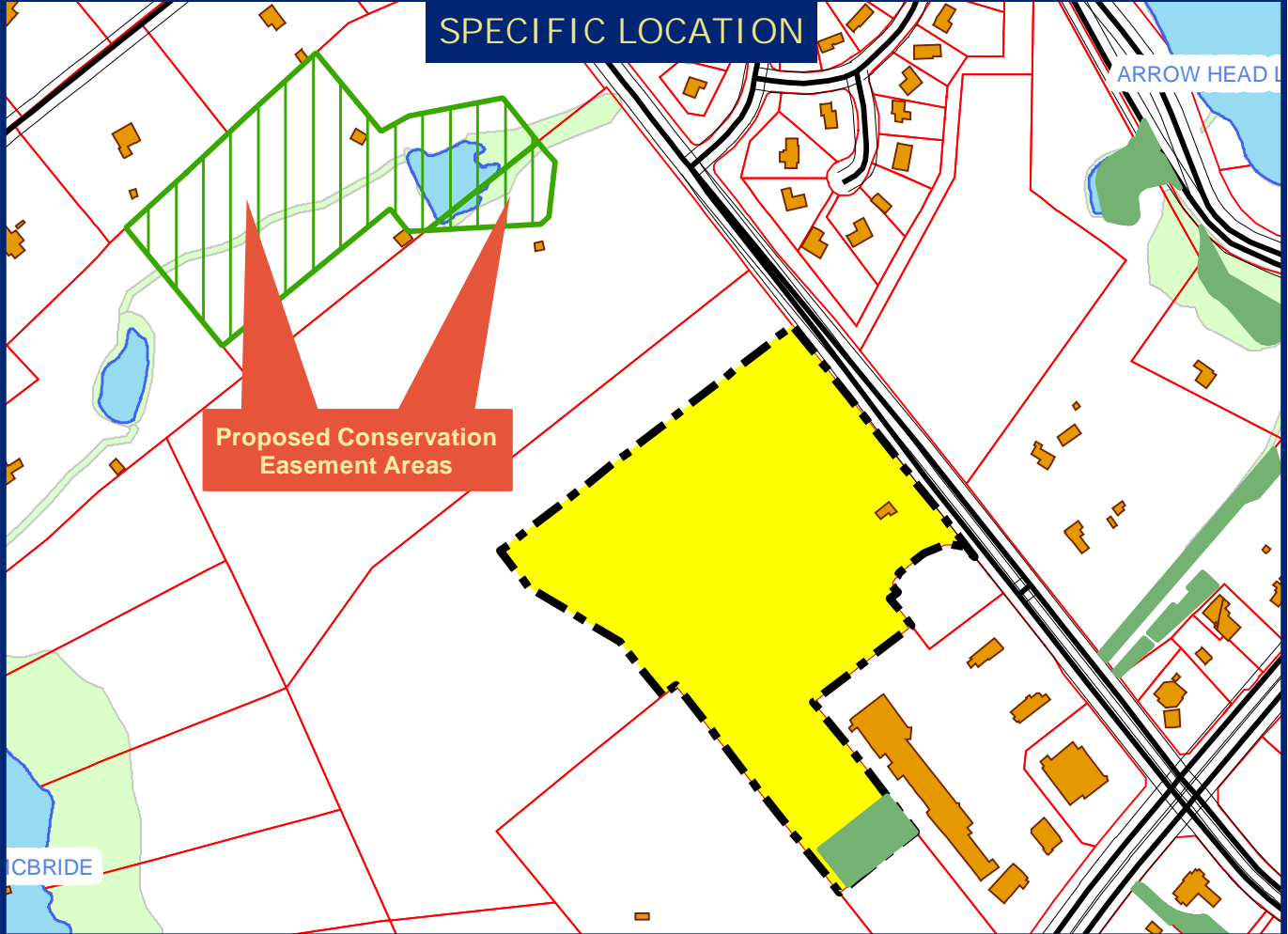
The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

FILE #	14-027	554.070-SK-CONSERV.dwg
CONTRACT #	554.070	ARCHIVE
NOTEBOOK #		PAGE #
DATE	2015.02.10	DRAWN BY
		AJT

MOORE BASS CONSULTING, INC. 605 N. GAOSDEN STREET TALLAHASSEE, FL. 32303 (850) 222-5678 CERTIFICATE OF AUTHORIZATION No. 00007245	CLIENT NAME Richard Keamey	PROJECT NAME Bannerman South - Commercial
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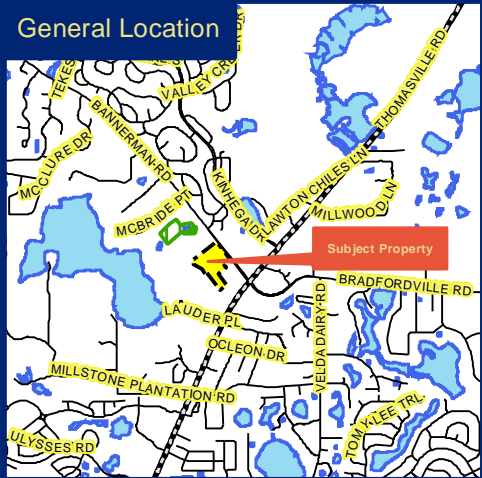
# LEON COUNTY DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT PROPOSED CONSERVATION EASEMENT MAP

## SPECIFIC LOCATION

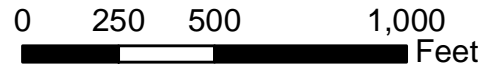


## Bannerman Crossing South Side Commercial

### General Location



1 inch = 500 feet



### Legend

- Proposed Conservation Easements
- Buildings
- Waterbodies
- Bannerman Crossing South Side
- Parcels
- Wetland

**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.

**Leon County  
Board of County Commissioners**

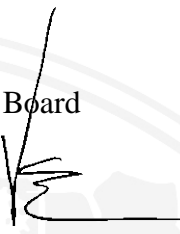
**Notes for Agenda Item #5**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #5

April 14, 2015

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

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

**Title:** Approval of Payment of Bills and Vouchers Submitted for April 14, 2015 and Pre-Approval of Payment of Bills and Vouchers for the Period of April 15 through April 27, 2015

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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
<b>Lead Staff/Project Team:</b>	Scott Ross, Director, Office of Financial Stewardship

**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 April 14, 2015, and pre-approve the payment of bills and vouchers for the period of April 15 through April 27, 2015.

Title: Approval of Payment of Bills and Vouchers Submitted for April 14, 2015 and Pre-Approval of Payment of Bills and Vouchers for the Period of April 15 through April 27, 2015

April 14, 2015

Page 2

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### **Report and Discussion**

This agenda item requests Board approval of the payment of bills and vouchers submitted for approval April 14, 2015 and pre-approval of payment of bills and vouchers for the period of April 15 through April 27, 2015. The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the April 14, 2015 meeting, the morning of Monday, April 13, 2015. If for any reason, any of these bills are not recommended for approval, OMB will notify the Board.

Due to the Board not holding a regular meeting the third Tuesday in April, it is advisable for the Board to pre-approve payment of the County's bills for April 15 through April 27, 2015, so that vendors and service providers will not experience hardship because of delays in payment. The OMB office 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 April 14, 2015, and pre-approve the payment of bills and vouchers for the period of April 15 through April 27, 2015.
2. Do not approve the payment of bills and vouchers submitted for April 14, 2015, and do not pre-approve April 15 through April 27, 2015.
3. Board direction.

### **Recommendation:**

Option #1.

VSL/AR/SR/cc



**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #6**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #6

April 14, 2015

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

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

**Title:** Approval of the Participation and License Agreements Between Leon County and the Program Participants for the Big Bend Scenic Byway Project

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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 Scott Ross, Director, Office of Financial Stewardship
<b>Lead Staff/ Project Team:</b>	Don Lanham, Grants Program Coordinator Dan Rigo, Assistant County Attorney Charles Wu, Chief of Engineering Design

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

- Option #1: Approve the Participation and License Agreements between Leon County and the ten program participants in the Big Bend Scenic Byway Project (Attachment #1), and authorize the County Administrator to execute the Agreements.
- Option #2: Authorize the County Administrator to execute any and all other documents, approved as to form by the County Attorney, as necessary to proceed to the Design/Build Request for Proposals phase of the Big Bend Scenic Byway Project.

## **Report and Discussion**

### **Background:**

At its May 13, 2003 regular meeting, the Board voted to support the Leon County Corridor Advocacy Group's (CAG) letter of intent to the Florida Department of Transportation (FDOT), requesting the designation of the Big Bend Scenic Byway (Byway) project as a scenic highway. On June 13, 2006, the Board adopted a resolution endorsing the Byway for designation in FDOT's Florida Scenic Highways Program. In 2007, the Byway received the Florida Scenic Highways Designation. In October 2009, the U.S. Department of Transportation designated it as a National Scenic Byway.

At its June 22, 2010 regular meeting, the Board approved a grant match in the amount of \$25,000 for a Federal Highway Administration grant to develop the Byway. Initially this grant was to be managed by Wakulla County; however, in November 2012, Wakulla County indicated that they would not execute the LAP agreement with the FDOT. At that time, Commissioner Sauls brought this issue to the Board at their regular meeting of November 20, 2012. Subsequently, the Board authorized staff to review the issue and bring back an agenda item.

At the December 11, 2012 meeting, the Board authorized staff to execute the LAP Agreement between the Florida Department of Transportation and Leon County for the Byway. Currently, the County is completing the process of obtaining formal agreements from the partnering entities participating in the development of the Byway. These Agreements will formalize the necessary match and location of the improvements and are necessary to move forward with the construction phase of the project. The construction phase of the Big Bend Scenic Byway Project was approved by the Board at their regular meeting of September 24, 2013.

### **Analysis:**

The Byway covers 220 miles of scenic roads through Leon, Wakulla, and Franklin Counties (Attachment #2). The scenic route highlights the forest and coastal trails along the Big Bend with access through the Tallahassee Regional Airport, I-10, and U.S. 98. In addition, it promotes various historical and natural landmarks throughout the Big Bend community.

The Byway Corridor Management Entity (CME), composed of residents of Leon, Wakulla, and Franklin Counties, oversees the Byway. The CME successfully applied for a federal grant with the U.S. Department of Transportation to implement the Wayshowing and Interpretive Plan (the Plan). The Plan consists of constructing and installing kiosks, portals, panels, exhibits, and signs along the Byway. This was broken up into two parts by FDOT. Phase 1 calls for the actual location of all improvements (the plan is conceptual in nature), the development and execution of a contractual agreement between Leon County and the other participating parties (with the required match), and the development of a Design/Build Request for Proposals (RFP). To date, the County has secured funding commitments totaling \$188,614, consisting of \$87,580 as in-kind match, and a cash match of \$101,034.

The Byway participants, and the match they are providing, are as follows:

Entity	Cash match	In-kind match
Apalachicola National Forest	*	\$40,560
City of Apalachicola	\$5,500	*
City of Carrabelle	\$8,940	*
Crooked River Lighthouse Assoc.	\$2,380	*
City of Sopchoppy	\$5,500	*
City of St. Marks	\$4,900	*
Fl. Division of Forestry	*	\$27,720
Franklin County	\$25,000	*
Leon County	\$25,000	*
Panacea Blue Crab Festival Committee	\$5,500	*
St. Marks National Wildlife Refuge	*	\$19,300
Wakulla County	\$25,000	*
<b>Total</b>	<b>\$101,034</b>	<b>\$87,580</b>

By executing a Participation and License Agreement with each of the program participants, the County will obtain the right to construct, fabricate, and install the Byway improvements as proposed in the Plan and agreed upon by the participant. Public Works is completing the Design/Build RFP that will be utilized to select a firm to construct the improvements; these actions will complete the Phase 1 agreement with FDOT. Phase 2, the actual RFP process, is ongoing and will be presented to the Board this summer.

The Leon County match does not include the extensive time spent on this project by the Grants Coordinator, the County Attorney's Office, and Public Works in the preparation of the agreements and engineering specifications for the Design/Build RFP. The cost of a portion of that time will be reimbursed through the Phase 1 Local Agency Program Agreement with the FDOT.

**Options:**

1. Approve the Participation and License Agreements between Leon County and the ten program participants in the Big Bend Scenic Byway Project (Attachment #1), and authorize the County Administrator to execute the Agreements.
2. Authorize the County Administrator to execute any and all other documents, approved as to form by the County Attorney, as necessary to proceed to the Design/Build Request for Proposals phase of the Big Bend Scenic Byway Project.
3. Do not approve the Participation and License Agreement between Leon County and the entities participating in the Big Bend Scenic Byway Project.
4. Board direction.

**Recommendation:**

Options #1 and #2.

**Attachments:**

1. Participation and License Agreements for the Big Bend Scenic Byway Project
2. Big Bend Scenic Byway Map

# BBSB Participation & License Agreement

## City of Apalachicola

Prepared by:  
Herbert W. A. Thiele, Esq.  
Leon County Attorney's Office  
Leon County Courthouse  
301 S. Monroe St., Suite 202  
Tallahassee, Florida 32301

Franklin County  
Parcel ID: 01-09S-08W-8330-0000-0011

**PARTICIPATION AND LICENSE AGREEMENT FOR**  
**BIG BEND SCENIC BYWAY IMPROVEMENTS**

THIS PARTICIPATION AND LICENSE AGREEMENT (the or this "Agreement") is made and entered into the date upon which the last of the parties signs the Agreement ("Effective Date"), by and between **THE CITY OF APALACHICOLA**, a municipal corporation, whose mailing address is 1 Avenue E., Apalachicola, FL 32320, hereinafter referred to as "Participant," and **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose post office address is Leon County Office of Financial Stewardship, Attention: Grants Coordinator, 301 South Monroe St., Tallahassee, FL 32301, hereinafter referred to as "Facilitator."

**WITNESSETH:**

WHEREAS, Participant is the owner of that certain parcel of real property located on the northeasterly side of Market Street in the City of Apalachicola, Franklin County, Florida, and identified by the Franklin County Property Appraiser as Parcel ID 01-09S-08W-8330-0000-0011 (the "Subject Property"); and

WHEREAS, the Subject Property is adjacent to the 220-mile Florida Scenic Highway known as the Big Bend Scenic Byway (hereinafter referred to as the "Byway"); and

WHEREAS, in May 2006, the Corridor Management Entity (the "CME") was established to serve as the caretaker of the Byway and to take the lead in monitoring and implementing the 2007 Corridor Management Plan (the "CMP") adopted for the Byway; and

WHEREAS, the CME worked in conjunction with the U.S. Department of Agriculture Forest Service to prepare a plan designed to implement the goals and objectives of the CMP and contain the design guidelines and prototypes to be used by contractors and fabricators to construct the improvements along the Byway (the "Byway Improvements"), with such plan finalized and approved by the CME on March 4, 2010 as the Big Bend Scenic Byway Interpretive and Wayshowing Plan which, by this reference, is hereby incorporated as part of this Agreement (the "Interpretive and Wayshowing Plan"); and

WHEREAS, in order to implement the construction, fabrication, and installation of the Byway Improvements, a study was completed in June 2011 by Diane Delaney and Pamela Portwood, on behalf of the CME, entitled Implementation Study of the Big Bend Scenic Byway Roadside Interpretation Plan which, by this reference, is also hereby incorporated as part of this Agreement (the "Implementation Study"); and

WHEREAS, the CME was awarded a federal grant (the "Grant") managed through the Florida Department of Transportation to fund the final design and construction of Byway Improvements as shown and implemented in the Interpretive and Wayshowing Plan and Implementation Study, respectively; and

WHEREAS, Facilitator is the Agency responsible for implementing and managing the Grant funding for the Byway, and for directing and managing the final design and construction of the Byway Improvements; and

WHEREAS, the Grant requires Facilitator to provide match funding in an amount equal to 20% of the Grant amount; and

WHEREAS, Participant, as a member of the CME, wishes to participate in accomplishing the goals and objectives of the CMP to enhance and improve to the Byway by permitting a certain number of the Byway Improvements to be constructed on the Subject Property and by providing a portion of the match funding for the Grant in the form of cash, materials, and/or labor (the "Match Funding"); and

WHEREAS, Participant and Facilitator wish to establish with this Agreement the manner in which Facilitator will be permitted to utilize a portion of the Subject Property for the construction of the Byway Improvements, and which Participant will contribute Match Funding for such construction.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Participant and Facilitator agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated into the terms of this Agreement.

2. Grant of License; Licensed Area Defined. Participant hereby licenses to Facilitator, its employees, contractors, agents, successors, and assigns, in accordance with the terms and conditions set forth in this Agreement, that certain area of the Subject Property adjacent to the Byway as depicted in Exhibit "A" attached hereto and incorporated herein by this reference (the "Licensed Area"). With regard to the Licensed Area, Participant and Facilitator acknowledge and agree to the following:

a. Not Real Property. This Agreement constitutes a license for the use of the Licensed Area and does not grant any permanent possessory interest in real property, nor shall this Agreement be construed as conveying any real property interest in the Licensed Area.

b. Term of License. The term of this license shall commence on the Effective Date of this Agreement and shall continue thereafter until the latest date of expiration of the warranty periods for any of the Participant Improvements constructed and lying within the Licensed Area. The expiration date of this license may be extended upon written agreement of the parties.

c. Approximate Boundaries. The boundaries of the Licensed Area as depicted herein are intended to be an approximation and are not to scale. As such, to the extent the Licensed Area encroaches on to abutting property not owned by Participant, the boundaries of the Licensed Area shall be deemed to be the nearest actual boundary of the Subject Property.

d. No License Fee. The mutual covenants and conditions contained in this Agreement represent sufficient consideration for this Agreement and, as such, Facilitator shall not be required to pay a fee for the license of the Licensed Area.

e. License Revocable. The license granted herein shall be revocable by Participant in accordance with the terms set forth in paragraph 10 below; provided, however, that such revocation of the license shall have no force and effect on the remaining rights and obligations of Participant and Facilitator that do not necessarily rely upon the existence of the license, and such remaining rights and obligations shall survive a revocation of the license granted herein.

3. Permitted Use. The use of the Licensed Area by Facilitator, its employees, contractors, agents, successors, and assigns shall be subject to Facilitator's indemnification as set forth in paragraph 18 below, and shall be limited to only the following activities:

a. Construction of the Participant Improvements (as that term is defined in paragraph 4 below);



b. Ingress and egress of vehicles and equipment as needed to construct the Participant Improvements; and

c. Temporary storage and staging of equipment and materials as needed to construct the Participant Improvements.

4. Participant Improvements; Ownership. For purposes of this Agreement, the term "Participant Improvements" shall refer to those Byway Improvements to be constructed on the Subject Property as depicted in Exhibit "B" attached hereto and incorporated herein by this reference. With regard to the Participant Improvements, Participant and Facilitator acknowledge and agree to the following:

a. The Participant Improvements as depicted herein are artist renderings as contained in the Interpretive and Wayshowing Plan and Implementation Study, and are only intended to represent the design guidelines and prototypes of the Byway Improvements. As such, the final design of the Participant Improvements may vary from those depicted in Exhibit "B."

b. The installation of all tertiary signs, as identified and shown in the Interpretive and Wayshowing Plan and Implementation Study, has been completed as of the Effective Date of this Agreement and, as such, will not be considered as part of the Participant Improvements.

c. The installation of any and all site approach markers, as identified and shown in the Interpretive and Wayshowing Plan and Implementation Study, will require further coordination between Facilitator and the Florida Department of Transportation ("FDOT") to allow for such installation to occur within the FDOT right-of-way. Therefore, such installation will be addressed as part of a separate agreement and will not be considered as part of the Participant Improvements.

d. Facilitator's role is merely to facilitate the design and construction of the Participant Improvements by acting as the Agency responsible for implementing and managing the Grant funding for the Byway. Facilitator shall at no time assume any ownership rights or responsibilities of the Subject Property or of the Participant Improvements. As such, any and all ownership rights and responsibilities associated with the Subject Property and the Participant Improvements shall, at all times, be that of Participant. This subparagraph shall survive the termination or expiration of the term of the license for the Licensed Area.

5. Match Funding. Participant shall contribute Match Funding consisting of cash in the amount of Five Thousand Five Hundred and 00/100 Dollars (\$5,500.00). To the extent such Match Funding has not already been paid as of the Effective Date of this Agreement, it shall be paid to Facilitator by cashier's check or other such certified funds and delivered to Facilitator, no later than forty-five (45) days after the Effective Date of this Agreement, by hand delivery or guaranteed overnight delivery service to Leon County Office of Financial Stewardship, Attn: Grants Program Coordinator, 301 South Monroe St., Tallahassee, FL 32301, or to such other address as Facilitator directs in writing.

6. Permitting of Participant Improvements; Further Assurance and Cooperation. To the extent Participant is a jurisdictional permitting authority involved in the permitting for the construction of the Participant Improvements, Participant shall make reasonable efforts to seek a waiver of any of its permitting fees required for such construction. Furthermore, Participant acknowledges and agrees that, in order to assure the timely construction of the Participant Improvements with no interruption or delay, Participant shall, subject to the approval of any development/design documentation by the Apalachicola Planning and Zoning Board, cooperate with Facilitator in the permitting process by executing, upon request, any and all documents as required by the various permitting authorities involved in such construction.

7. Repair, Replacement, and Maintenance of Participant Improvements; Contractor Warranties. The maintenance, repair, and replacement of the Participant Improvements, whether required during or after construction thereof, shall be the responsibility of Participant at Participant's expense. Any such

repairs and replacements that are covered under any warranty or guaranty provided by Facilitator's contractors shall be coordinated through Facilitator. Upon receipt of a written request from Participant for such warranty repairs, Facilitator shall, no later than five business days after such receipt, notify its contractor of Participant's warranty repair request. Any payment obligations of Participant as set forth herein shall be subject to appropriation of funding therefore by its legislative body; however, failure to appropriate funding adequate to meet such payment obligations shall be deemed a default under this Agreement.

8. Compliance with Laws, Regulations, and Other Legal Requirements. With regard to the use of the Licensed Area, Facilitator shall comply with all applicable federal, state, and local laws, regulations, and standards including, but not limited to, any applicable laws related to environmental protection or public health and safety, as well as those relating to the operation and maintenance of any equipment or personal property on, or in, the Licensed Area.

9. Termination by Facilitator. Facilitator may terminate this Agreement for any reason, subject to the satisfaction of the following conditions:

- a. Facilitator shall deliver written notice to Participant of Facilitator's intent to terminate; provided, however, such termination shall not be effective until three (3) business days after Participant's receipt of written notice of Facilitator's intent to terminate.
- b. Upon Participant's request, Facilitator shall, at Facilitator's expense, remove any partially constructed Participant's Improvements.

10. Termination by Participant. The license granted herein may be revoked by Participant for any reason. However, with regard to the remaining provisions of this Agreement that survive such revocation in accordance with paragraph 2 above, Participant may terminate such remaining provisions for any reason, subject to the satisfaction of the following conditions:

- a. Participant shall deliver written notice to Facilitator of Participant's intent to terminate; provided, however, such termination shall not be effective until two (2) business days after Facilitator's receipt of written notice of Participant's intent to terminate, unless Participant has given Facilitator the opportunity to take corrective action pursuant to paragraph 11 below.
- b. With regard to any of the Participant Improvements that have been partially constructed within the Licensed Area, Facilitator's obligation to complete such Participant Improvements shall be deemed released and waived as of the date of Participant's termination and, with regard to Participant's Match Funding to have been delivered in accordance with paragraph 5 above, Participant shall not be entitled to reimbursement of any such Match Funding delivered as of the date of Participant's termination.
- c. Participant shall defend and hold Facilitator harmless from any and all loss or damages claimed against Facilitator by its contractors for any breach of contract resulting from Participant's termination.

11. Facilitator's Opportunity to Take Corrective Action. Prior to the Participant's termination of this Agreement, Participant shall provide to Facilitator written notice setting forth the reason for such termination and a reasonable period of time, not to exceed five (5) business days, within which Facilitator may complete any corrective action deemed necessary by Participant to prevent such termination.

12. Delivery of Notices. Any written notice required or permitted to be delivered by the terms and conditions of this Agreement shall be delivered by hand delivery or guaranteed delivery service.

a. Notices to Participant shall be delivered to the address specified in the introductory paragraph of this Agreement or as specified in any change of address provided by Participant in accordance with the terms herein.

b. Notices to Facilitator shall be delivered to:

Leon County Public Works Department  
Attention: Director of Engineering Services  
2280 Miccosukee Road  
Tallahassee, FL 32308

With a copy delivered to:

Herbert W. A. Thiele, Esq.  
Leon County Attorney's Office  
301 S. Monroe Street, Suite 202  
Leon County Courthouse  
Tallahassee, FL 32301

c. All notices shall be effective upon delivery or attempted delivery during regular business hours. Either party may change its notice address upon written notice to the other party, given in accordance herewith by an authorized officer, partner, or principal.

13. Authority of Facilitator. Facilitator represents and warrants to Participant that the party executing on behalf of Facilitator is fully and properly authorized to execute and enter into this Agreement on behalf of Facilitator, and that the execution of this Agreement and the performance by Facilitator of its obligations hereunder have been duly authorized and approved by all necessary corporate action.

14. Authority of Participant. Participant represents and warrants to Facilitator that the party executing on behalf of Participant is fully and properly authorized to execute and enter into this Agreement on behalf of Participant, and that the execution of this Agreement and the performance by Participant of its obligations hereunder have been duly authorized and approved by all necessary corporate action.

15. Florida Law. This Agreement shall be governed by the laws of the State of Florida. Venue for any legal proceeding arising from this Agreement shall be the 2<sup>nd</sup> Judicial Circuit in and for Leon County, Florida unless otherwise agreed upon by the parties.

16. Time Is Of The Essence. Time is of the essence of this Agreement and all provisions contained herein.

17. Incorporation of Prior Agreements; Modifications. This Agreement is the only effective agreement between the parties pertaining to the participation in the construction of the Byway Improvements, the provision of Match Funding, and the use of the Licensed Area, and no other agreements either oral or otherwise are effective unless embodied herein. All amendments to this Agreement shall be in writing and signed by all parties. Any other attempted amendment shall be void.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

18. Indemnification by Facilitator. Without waiving its right to sovereign immunity, Facilitator shall, to the extent allowed by law, indemnify, save harmless, and defend Participant promptly and diligently at Facilitator's sole expense from and against any and all claims and demands in connection with any injury or loss of property, personal injury, or death occurring in, on, or about the Licensed Area caused by the negligent or wrongful act or omission of Facilitator its employees, contractors, agents, successors, and assigns. Notwithstanding the foregoing, Facilitator shall not be required to indemnify Participant with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or intentional misconduct of Participant or any of the agents or employees of Participant nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by insurance policies maintained by Participant.

IN WITNESS WHEREOF, Facilitator and Participant have caused this Agreement to be duly executed as of the date first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

**THE CITY OF APALACHICOLA**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Name: \_\_\_\_\_

Its: \_\_\_\_\_  
(Print Title)

Date: \_\_\_\_\_

**LEON COUNTY, FLORIDA**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
By: Vincent S. Long  
Its County Administrator

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

Approved as to Form:  
Leon County Attorney's Office

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Herbert W. A. Thiele, Esq.

**Composite Exhibit "A"**  
**Licensed Area**

City of Apalachicola

**Waterfront Trail Park**

Owner: City of Apalachicola  
County: Franklin  
Parcel No.: 01-09S-08W-8330-0000-0011  
Site: Waterfront Trail Park  
Address: Market Street



X - Approximate Location of Participant Improvements  
□ Boundary of Licensed Area

A1

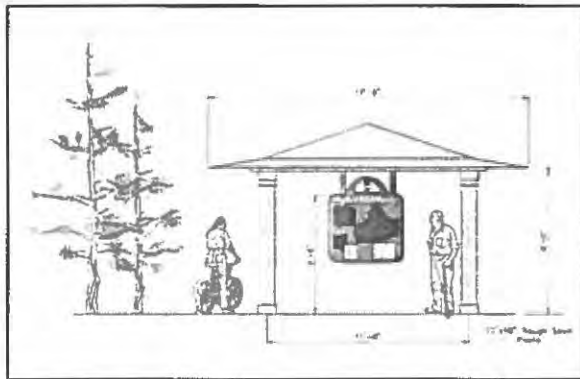
**Composite Exhibit "B"**  
**Participant Improvements**

City of Apalachicola

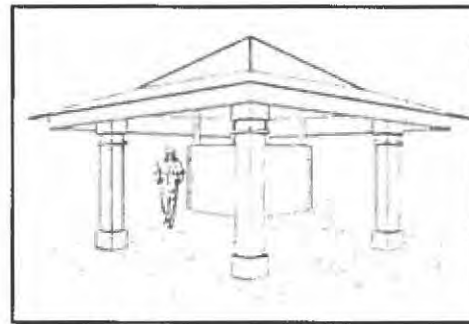
Waterfront Trail Park

Owner: City of Apalachicola  
County: Franklin  
Parcel No.: 01-09S-08W-8330-0000-0011  
Site: Waterfront Trail Park  
Address: Market Street

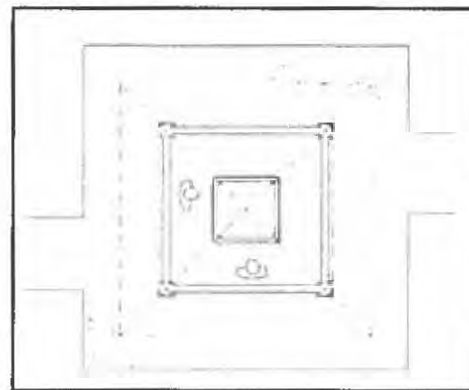
### Primary Portal Kiosk and Sign



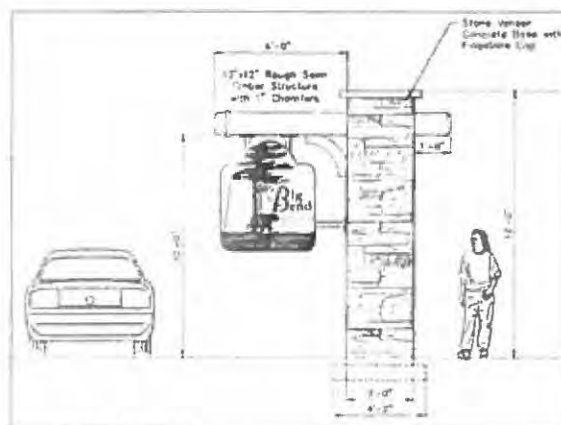
Primary Portal Kiosk - Forest Trail



Perspective View



Plan View



Primary Portal Sign - Forest Trail

B1



# BBSB Participation & License Agreement

## City of Carrabelle

Prepared by:

Herbert W. A. Thiele, Esq.  
Leon County Attorney's Office  
Leon County Courthouse  
301 S. Monroe St., Suite 202  
Tallahassee, Florida 32301

Franklin County

Parcel ID: 29-07S-04W-4170-000D-0190  
19-07S-04W-0000-0490-0000  
36-07S-05W-1000-0000-0040

**PARTICIPATION AND LICENSE AGREEMENT FOR  
BIG BEND SCENIC BYWAY IMPROVEMENTS**

THIS PARTICIPATION AND LICENSE AGREEMENT (the or this "Agreement") is made and entered into the date upon which the last of the parties signs the Agreement ("Effective Date"), by and between **CITY OF CARRABELLE, FLORIDA**, a municipal corporation, whose mailing address is P.O. Box 569, Carrabelle, FL 32322, hereinafter referred to as "Participant," and **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose post office address is Leon County Office of Financial Stewardship, Attention: Grants Coordinator, 301 South Monroe St., Tallahassee, FL 32301, hereinafter referred to as "Facilitator."

**WITNESSETH:**

WHEREAS, Participant is the owner of those certain parcels of real property located in the City of Carrabelle, Franklin County, Florida, and identified by the Franklin County Property Appraiser as Parcel ID's 29-07S-04W-4170-000D-0190; 19-07S-04W-0000-0490-0000; and 36-07S-05W-1000-0000-0040 (collectively the "Subject Property"); and

WHEREAS, the Subject Property is adjacent to the 220-mile Florida Scenic Highway known as the Big Bend Scenic Byway (hereinafter referred to as the "Byway"); and

WHEREAS, in May 2006, the Corridor Management Entity (the "CME") was established to serve as the caretaker of the Byway and to take the lead in monitoring and implementing the 2007 Corridor Management Plan (the "CMP") adopted for the Byway; and

WHEREAS, the CME worked in conjunction with the U.S. Department of Agriculture Forest Service to prepare a plan designed to implement the goals and objectives of the CMP and contain the design guidelines and prototypes to be used by contractors and fabricators to construct the improvements along the Byway (the "Byway Improvements"), with such plan finalized and approved by the CME on March 4, 2010 as the Big Bend Scenic Byway Interpretive and Wayshowing Plan which, by this reference, is hereby incorporated as part of this Agreement (the "Interpretive and Wayshowing Plan"); and

WHEREAS, in order to implement the construction, fabrication, and installation of the Byway Improvements, a study was completed in June 2011 by Diane Delaney and Pamela Portwood, on behalf of the CME, entitled Implementation Study of the Big Bend Scenic Byway Roadside Interpretation Plan which, by this reference, is also hereby incorporated as part of this Agreement (the "Implementation Study"); and

WHEREAS, the CME was awarded a federal grant (the "Grant") managed through the Florida Department of Transportation to fund the final design and construction of Byway Improvements as shown and implemented in the Interpretive and Wayshowing Plan and Implementation Study, respectively; and

WHEREAS, Facilitator is the Agency responsible for implementing and managing the Grant funding for the Byway, and for directing and managing the final design and construction of the Byway Improvements; and

WHEREAS, the Grant requires Facilitator to provide match funding in an amount equal to 20% of the Grant amount; and

WHEREAS, Participant, as a member of the CME, wishes to participate in accomplishing the goals and objectives of the CMP to enhance and improve to the Byway by permitting a certain number of the Byway Improvements to be constructed on the Subject Property and by providing a portion of the match funding for the Grant in the form of cash, materials, and/or labor (the "Match Funding"); and

WHEREAS, Participant and Facilitator wish to establish with this Agreement the manner in which Facilitator will be permitted to utilize a portion of the Subject Property for the construction of the Byway Improvements, and which Participant will contribute Match Funding for such construction.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Participant and Facilitator agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated into the terms of this Agreement.

2. Grant of License; Licensed Area Defined. Participant hereby licenses to Facilitator, its employees, contractors, agents, successors, and assigns, in accordance with the terms and conditions set forth in this Agreement, that certain area of the Subject Property adjacent to the Byway as depicted in Composite Exhibit "A" attached hereto and incorporated herein by this reference (collectively the "Licensed Area"). With regard to the Licensed Area, Participant and Facilitator acknowledge and agree to the following:

a. Not Real Property. This Agreement constitutes a license for the use of the Licensed Area and does not grant any permanent possessory interest in real property, nor shall this Agreement be construed as conveying any real property interest in the Licensed Area.

b. Term of License. The term of this license shall commence on the Effective Date of this Agreement and shall continue thereafter until the latest date of expiration of the warranty periods for any of the Participant Improvements constructed and lying within the Licensed Area. The expiration date of this license may be extended upon written agreement of the parties.

c. Approximate Boundaries. The boundaries of the Licensed Area as depicted herein are intended to be an approximation and are not to scale. As such, to the extent the Licensed Area encroaches on to abutting property not owned by Participant, the boundaries of the Licensed Area shall be deemed to be the nearest actual boundary of the Subject Property.

d. No License Fee. The mutual covenants and conditions contained in this Agreement represent sufficient consideration for this Agreement and, as such, Facilitator shall not be required to pay a fee for the license of the Licensed Area.

e. License Revocable. The license granted herein shall be revocable by Participant in accordance with the terms set forth in paragraph 10 below; provided, however, that such revocation of the license shall have no force and effect on the remaining rights and obligations of Participant and Facilitator that do not necessarily rely upon the existence of the license, and such remaining rights and obligations shall survive a revocation of the license granted herein.

3. Permitted Use. The use of the Licensed Area by Facilitator, its employees, contractors, agents, successors, and assigns shall be limited to only the following activities:

a. Construction of the Participant Improvements (as that term is defined in paragraph 4 below);

b. Ingress and egress of vehicles and equipment as needed to construct the Participant Improvements; and

c. Temporary storage and staging of equipment and materials as needed to construct the Participant Improvements.

4. Participant Improvements; Ownership. For purposes of this Agreement, the term "Participant Improvements" shall refer to those Byway Improvements to be constructed on the Subject Property as depicted in Composite Exhibit "B" attached hereto and incorporated herein by this reference. With regard to the Participant Improvements, Participant and Facilitator acknowledge and agree to the following:

a. The Participant Improvements as depicted herein are artist renderings as contained in the Interpretive and Wayshowing Plan and Implementation Study, and are only intended to represent the design guidelines and prototypes of the Byway Improvements. As such, the final design of the Participant Improvements may vary from those depicted in Exhibit "B."

b. The installation of all tertiary signs, as identified and shown in the Interpretive and Wayshowing Plan and Implementation Study, has been completed as of the Effective Date of this Agreement and, as such, will not be considered as part of the Participant Improvements.

c. The installation of any and all site approach markers, as identified and shown in the Interpretive and Wayshowing Plan and Implementation Study, will require further coordination between Facilitator and the Florida Department of Transportation ("FDOT") to allow for such installation to occur within the FDOT right-of-way. Therefore, such installation will be addressed as part of a separate agreement and will not be considered as part of the Participant Improvements.

d. Facilitator's role is merely to facilitate the design and construction of the Participant Improvements by acting as the Agency responsible for implementing and managing the Grant funding for the Byway. Facilitator shall at no time assume any ownership rights or responsibilities of the Participant Improvements. As such, any and all ownership rights and responsibilities associated with the Participant Improvements shall, at all times, be that of Participant. This subparagraph shall survive the termination or expiration of the term of the license for the Licensed Area.

5. Match Funding. Participant shall contribute Match Funding consisting of cash in the amount of Eight Thousand Nine Hundred Forty and 00/100 Dollars (\$8,940.00). To the extent such Match Funding has not already been paid as of the Effective Date of this Agreement, it shall be paid to Facilitator by cashier's check or other such certified funds and delivered to Facilitator, no later than forty-five (45) days after the Effective Date of this Agreement, by hand delivery or guaranteed overnight delivery service to Leon County Office of Financial Stewardship, Attn: Grants Program Coordinator, 301 South Monroe St., Tallahassee, FL 32301, or to such other address as Facilitator directs in writing.

6. Permitting of Participant Improvements; Further Assurance and Cooperation. To the extent Participant is a jurisdictional permitting authority involved in the permitting for the construction of the Participant Improvements, Participant shall make reasonable efforts to seek a waiver of any of its permitting fees required for such construction. Furthermore, Participant acknowledges and agrees that, in order to assure the timely construction of the Participant Improvements with no interruption or delay, Participant shall cooperate with Facilitator in the permitting process by executing, upon request, any and all documents as required by the various permitting authorities involved in such construction.

7. Repair, Replacement, and Maintenance of Participant Improvements; Contractor Warranties. The maintenance, repair, and replacement of the Participant Improvements, whether required during or after construction thereof, shall be the responsibility of Participant at Participant's expense. Any such

repairs and replacements that are covered under any warranty or guaranty provided by Facilitator's contractors shall be coordinated through Facilitator. Upon receipt of a written request from Participant for such warranty repairs, Facilitator shall, no later than five business days after such receipt, notify its contractor of Participant's warranty repair request.

8. Compliance with Laws, Regulations, and Other Legal Requirements. With regard to the use of the Licensed Area, Facilitator shall comply with all applicable federal, state, and local laws, regulations, and standards including, but not limited to, any applicable laws related to environmental protection or public health and safety, as well as those relating to the operation and maintenance of any equipment or personal property on, or in, the Licensed Area.

9. Termination by Facilitator. Facilitator may terminate this Agreement for any reason, subject to the satisfaction of the following conditions:

a. Facilitator shall deliver written notice to Participant of Facilitator's intent to terminate; provided, however, such termination shall not be effective until three (3) business days after Participant's receipt of written notice of Facilitator's intent to terminate.

b. Upon Participant's request, Facilitator shall, at Facilitator's expense, remove any partially constructed Participant Improvements.

10. Termination by Participant. The license granted herein may be revoked by Participant for any reason. However, with regard to the remaining provisions of this Agreement that survive such revocation in accordance with paragraph 2 above, Participant may terminate such remaining provisions for any reason, subject to the satisfaction of the following conditions:

a. Participant shall deliver written notice to Facilitator of Participant's intent to terminate; provided, however, such termination shall not be effective until two (2) business days after Facilitator's receipt of written notice of Participant's intent to terminate, unless Participant has given Facilitator the opportunity to take corrective action pursuant to paragraph 11 below.

b. With regard to any of the Participant Improvements that have been partially constructed within the Licensed Area, Facilitator's obligation to complete such Participant Improvements shall be deemed released and waived as of the date of Participant's termination and, with regard to Participant's Match Funding to have been delivered in accordance with paragraph 5 above, Participant shall not be entitled to reimbursement of any such Match Funding delivered as of the date of Participant's termination.

c. Participant shall defend and hold Facilitator harmless from any and all loss or damages claimed against Facilitator by its contractors for any breach of contract resulting from Participant's termination.

11. Facilitator's Opportunity to Take Corrective Action. Prior to the Participant's termination of this Agreement, Participant shall provide to Facilitator written notice setting forth the reason for such termination and a reasonable period of time, not to exceed five (5) business days, within which Facilitator may complete any corrective action deemed necessary by Participant to prevent such termination.

12. Delivery of Notices. Any written notice required or permitted to be delivered by the terms and conditions of this Agreement shall be delivered by hand delivery or guaranteed overnight delivery service.

a. Notices to Participant shall be delivered to the address specified in the introductory paragraph of this Agreement or as specified in any change of address provided by Participant in accordance with the terms herein.

b. Notices to Facilitator shall be delivered to:

Leon County Public Works Department  
Attention: Director of Engineering Services  
2280 Miccosukee Road  
Tallahassee, FL 32308

With a copy delivered to:

Herbert W. A. Thiele, Esq.  
Leon County Attorney's Office  
301 S. Monroe Street, Suite 202  
Leon County Courthouse  
Tallahassee, FL 32301

c. All notices shall be effective upon delivery or attempted delivery during regular business hours. Either party may change its notice address upon written notice to the other party, given in accordance herewith by an authorized officer, partner, or principal.

13. Authority of Facilitator. Facilitator represents and warrants to Participant that the party executing on behalf of Facilitator is fully and properly authorized to execute and enter into this Agreement on behalf of Facilitator, and that the execution of this Agreement and the performance by Facilitator of its obligations hereunder have been duly authorized and approved by all necessary corporate action.

14. Authority of Participant. Participant represents and warrants to Facilitator that the party executing on behalf of Participant is fully and properly authorized to execute and enter into this Agreement on behalf of Participant, and that the execution of this Agreement and the performance by Participant of its obligations hereunder have been duly authorized and approved by all necessary corporate action.

15. Florida Law. This Agreement shall be governed by the laws of the State of Florida. Venue for any legal proceeding arising from this Agreement shall be the 2<sup>nd</sup> Judicial Circuit in and for Leon County, Florida unless otherwise agreed upon by the parties.

16. Time Is Of The Essence. Time is of the essence of this Agreement and all provisions contained herein.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

17. Incorporation of Prior Agreements; Modifications. This Agreement is the only effective agreement between the parties pertaining to the participation in the construction of the Byway Improvements, the provision of Match Funding, and the use of the Licensed Area, and no other agreements either oral or otherwise are effective unless embodied herein. All amendments to this Agreement shall be in writing and signed by all parties. Any other attempted amendment shall be void.

IN WITNESS WHEREOF, Facilitator and Participant have caused this Agreement to be duly executed as of the date first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

**CITY OF CARRABELLE, FLORIDA**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Name: \_\_\_\_\_

Its: \_\_\_\_\_  
(Print Title)  
Date: \_\_\_\_\_

**LEON COUNTY, FLORIDA**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
By: Vincent S. Long  
Its County Administrator

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

Approved as to Form:  
Leon County Attorney's Office

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Herbert W. A. Thiele, Esq.

**Composite Exhibit "A"**  
**Licensed Area**

**City of Carrabelle Parcels**

**Carrabelle Gateway  
Crowder Marina  
Crooked River Lighthouse**



Owner: City of Carrabelle  
County: Franklin  
Parcel No.: 29-07S-04W-4170-000D-0190  
Site: Carrabelle Gateway  
Address: St. James Ave. (Hwy-98)



X - Approximate Location of Participant Improvements  
□ Boundary of Licensed Area

Owner: City of Carrabelle  
County: Franklin  
Parcel No.: 19-07S-04W-0000-0490-0000  
Site: Crowder Marina  
Address: St. James Ave. (Hwy-98)



X - Approximate Location of Participant Improvements  
□ Boundary of Licensed Area

Owner: City of Carrabelle  
County: Franklin  
Parcel No.: 36-07S-05W-1000-0000-0040  
Site: Crooked River Lighthouse (aerial view)  
Address: Hwy-98



X - Approximate Location of Participant Improvements  
□ - Boundary of Licensed Area

Owner: City of Carrabelle  
County: Franklin  
Parcel No.: 36-07S-05W-1000-0000-0040  
Site: Crooked River Lighthouse (ground view)  
Address: Hwy-98



A4

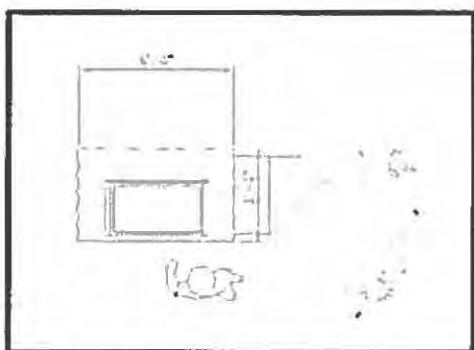
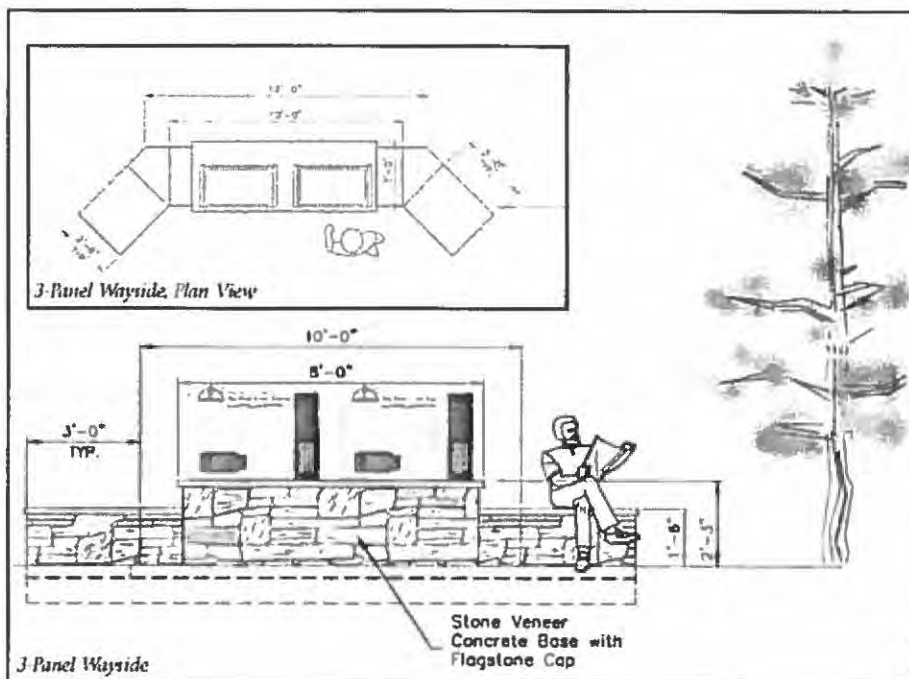
**Composite Exhibit "B"**  
**Participant Improvements**

**City of Carrabelle Parcels**

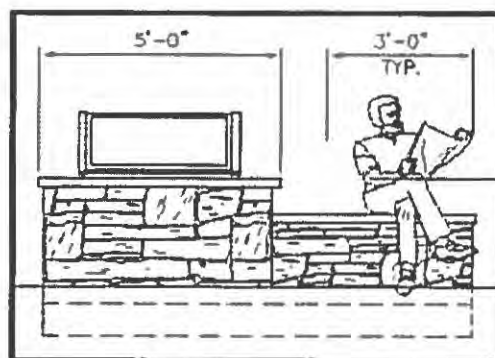
**Carrabelle Gateway  
Crowder Marina  
Crooked River Lighthouse**

Owner: City of Carrabelle  
County: Franklin  
Parcel No.: 29-07S-04W-4170-000D-0190  
Site: Carrabelle Gateway  
Address: St. James Ave. (Hwy-98)

### Wayside Exhibit



*1-Panel Wayside, Plan View*



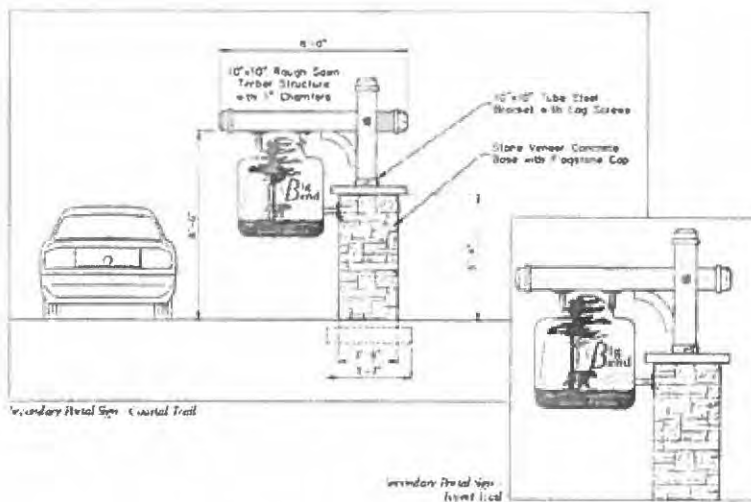
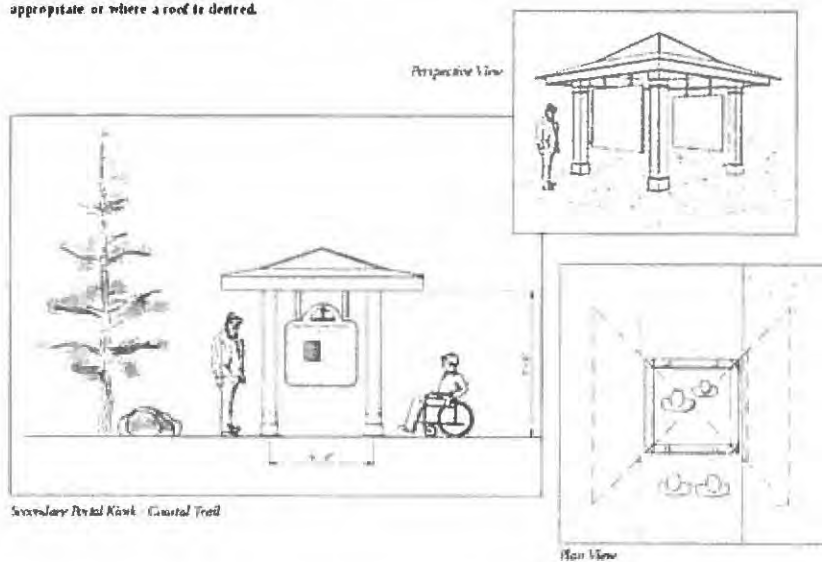
*1-Panel Wayside*

B1

Owner: City of Carrabelle  
County: Franklin  
Parcel No.: 19-07S-04W-0000-0490-0000  
Site: Crowder Marina  
Address: St. James Ave. (Hwy-98)

### Secondary Portal Kiosk and Sign

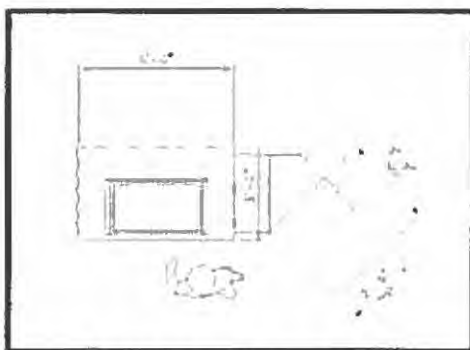
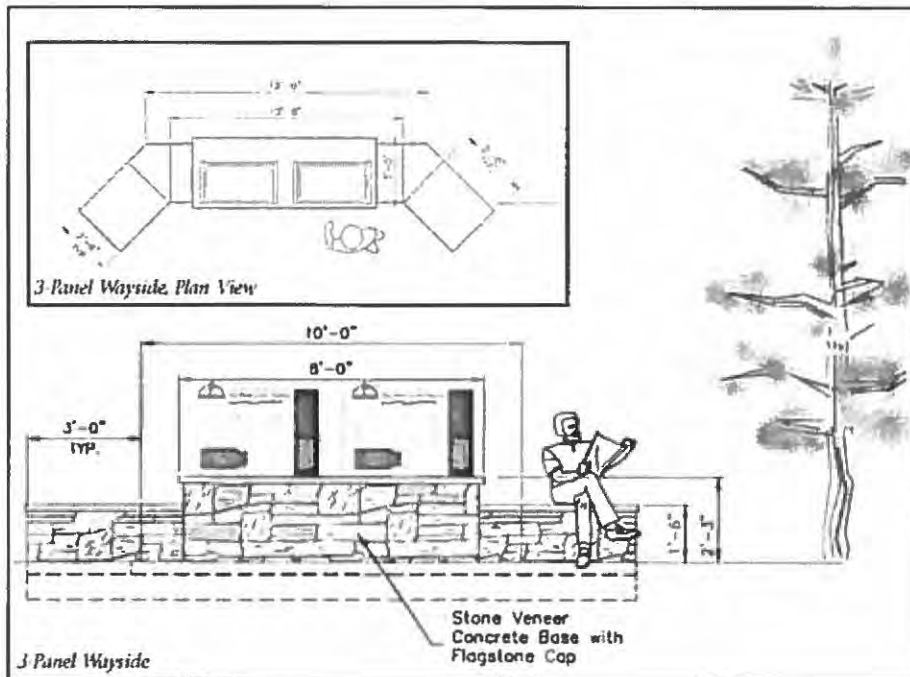
appropriate or where a roof is desired.



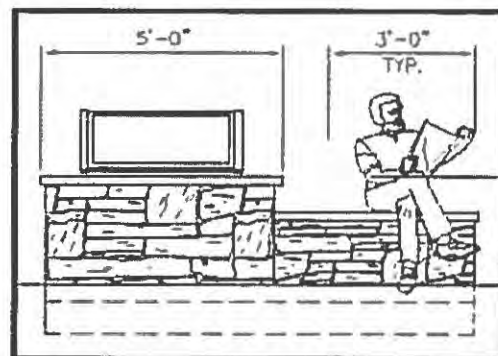
B2

Owner: City of Carrabelle  
County: Franklin  
Parcel No.: 36-07S-05W-1000-0000-0040  
Site: Crooked River Lighthouse  
Address: Hwy-98

### Wayside Exhibit



*1-Panel Wayside, Plan View*



*1-Panel Wayside*

B3



# BBSB Participation & License Agreement

## City of Sopchoppy

Prepared by:  
Herbert W. A. Thiele, Esq.  
Leon County Attorney's Office  
Leon County Courthouse  
301 S. Monroe St., Suite 202  
Tallahassee, Florida 32301

Wakulla County  
Parcel ID: 12-5S-03W-000-00722-001

**PARTICIPATION AND LICENSE AGREEMENT FOR  
BIG BEND SCENIC BYWAY IMPROVEMENTS**

THIS PARTICIPATION AND LICENSE AGREEMENT (the or this "Agreement") is made and entered into the date upon which the last of the parties signs the Agreement ("Effective Date"), by and between CITY OF SOPCHOPPY, a municipal corporation, whose mailing address is P.O. Box 1219, Sopchoppy, FL 32358, hereinafter referred to as "Participant," and LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, whose post office address is Leon County Office of Financial Stewardship, Attention: Grants Coordinator, 301 South Monroe St., Tallahassee, FL 32301, hereinafter referred to as "Facilitator."

**WITNESSETH:**

WHEREAS, Participant is the owner of that certain parcel of real property located on the northerly side of Rose Street adjacent to Railroad Avenue in the City of Sopchoppy, Wakulla County, Florida, and identified by the Wakulla County Property Appraiser as Parcel ID 12-5S-03W-000-00722-001 (the "Subject Property"); and

WHEREAS, the Subject Property is adjacent to the 220-mile Florida Scenic Highway known as the Big Bend Scenic Byway (hereinafter referred to as the "Byway"); and

WHEREAS, in May 2006, the Corridor Management Entity (the "CME") was established to serve as the caretaker of the Byway and to take the lead in monitoring and implementing the 2007 Corridor Management Plan (the "CMP") adopted for the Byway; and

WHEREAS, the CME worked in conjunction with the U.S. Department of Agriculture Forest Service to prepare a plan designed to implement the goals and objectives of the CMP and contain the design guidelines and prototypes to be used by contractors and fabricators to construct the improvements along the Byway (the "Byway Improvements"), with such plan finalized and approved by the CME on March 4, 2010 as the Big Bend Scenic Byway Interpretive and Wayshowing Plan which, by this reference, is hereby incorporated as part of this Agreement (the "Interpretive and Wayshowing Plan"); and

WHEREAS, in order to implement the construction, fabrication, and installation of the Byway Improvements, a study was completed in June 2011 by Diane Delaney and Pamela Portwood, on behalf of the CME, entitled Implementation Study of the Big Bend Scenic Byway Roadside Interpretation Plan which, by this reference, is also hereby incorporated as part of this Agreement (the "Implementation Study"); and

WHEREAS, the CME was awarded a federal grant (the "Grant") managed through the Florida Department of Transportation to fund the final design and construction of Byway Improvements as shown and implemented in the Interpretive and Wayshowing Plan and Implementation Study, respectively; and

WHEREAS, Facilitator is the Agency responsible for implementing and managing the Grant funding for the Byway, and for directing and managing the final design and construction of the Byway Improvements; and

WHEREAS, the Grant requires Facilitator to provide match funding in an amount equal to 20% of the Grant amount; and

WHEREAS, Participant, as a member of the CME, wishes to participate in accomplishing the goals and objectives of the CMP to enhance and improve to the Byway by permitting a certain number of the Byway Improvements to be constructed on the Subject Property and by providing a portion of the match funding for the Grant in the form of cash, materials, and/or labor (the "Match Funding"); and

WHEREAS, Participant and Facilitator wish to establish with this Agreement the manner in which Facilitator will be permitted to utilize a portion of the Subject Property for the construction of the Byway Improvements, and which Participant will contribute Match Funding for such construction.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Participant and Facilitator agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated into the terms of this Agreement.

2. Grant of License; Licensed Area Defined. Participant hereby licenses to Facilitator, its employees, contractors, agents, successors, and assigns, in accordance with the terms and conditions set forth in this Agreement, that certain area of the Subject Property adjacent to the Byway as depicted in Exhibit "A" attached hereto and incorporated herein by this reference (the "Licensed Area"). With regard to the Licensed Area, Participant and Facilitator acknowledge and agree to the following:

a. Not Real Property. This Agreement constitutes a license for the use of the Licensed Area and does not grant any permanent possessory interest in real property, nor shall this Agreement be construed as conveying any real property interest in the Licensed Area.

b. Term of License. The term of this license shall commence on the Effective Date of this Agreement and shall continue thereafter until the latest date of expiration of the warranty periods for any of the Participant Improvements constructed and lying within the Licensed Area. The expiration date of this license may be extended upon written agreement of the parties.

c. Approximate Boundaries. The boundaries of the Licensed Area as depicted herein are intended to be an approximation and are not to scale. As such, to the extent the Licensed Area encroaches on to abutting property not owned by Participant, the boundaries of the Licensed Area shall be deemed to be the nearest actual boundary of the Subject Property.

d. No License Fee. The mutual covenants and conditions contained in this Agreement represent sufficient consideration for this Agreement and, as such, Facilitator shall not be required to pay a fee for the license of the Licensed Area.

e. License Revocable. The license granted herein shall be revocable by Participant in accordance with the terms set forth in paragraph 10 below; provided, however, that such revocation of the license shall have no force and effect on the remaining rights and obligations of Participant and Facilitator that do not necessarily rely upon the existence of the license, and such remaining rights and obligations shall survive a revocation of the license granted herein.

3. Permitted Use. The use of the Licensed Area by Facilitator, its employees, contractors, agents, successors, and assigns shall be limited to only the following activities:

a. Construction of the Participant Improvements (as that term is defined in paragraph 4 below);

b. Ingress and egress of vehicles and equipment as needed to construct the Participant Improvements; and

c. Temporary storage and staging of equipment and materials as needed to construct the Participant Improvements.

4. Participant Improvements: Ownership. For purposes of this Agreement, the term "Participant Improvements" shall refer to those Byway Improvements to be constructed on the Subject Property as depicted in Exhibit "B" attached hereto and incorporated herein by this reference. With regard to the Participant Improvements, Participant and Facilitator acknowledge and agree to the following:

a. The Participant Improvements as depicted herein are artist renderings as contained in the Interpretive and Wayshowing Plan and Implementation Study, and are only intended to represent the design guidelines and prototypes of the Byway Improvements. As such, the final design of the Participant Improvements may vary from those depicted in Exhibit "B."

b. The installation of all tertiary signs, as identified and shown in the Interpretive and Wayshowing Plan and Implementation Study, has been completed as of the Effective Date of this Agreement and, as such, will not be considered as part of the Participant Improvements.

c. The installation of any and all site approach markers, as identified and shown in the Interpretive and Wayshowing Plan and Implementation Study, will require further coordination between Facilitator and the Florida Department of Transportation ("FDOT") to allow for such installation to occur within the FDOT right-of-way. Therefore, such installation will be addressed as part of a separate agreement and will not be considered as part of the Participant Improvements.

d. Facilitator's role is merely to facilitate the design and construction of the Participant Improvements by acting as the Agency responsible for implementing and managing the Grant funding for the Byway. Facilitator shall at no time assume any ownership rights or responsibilities of the Participant Improvements. As such, any and all ownership rights and responsibilities associated with the Participant Improvements shall, at all times, be that of Participant. This subparagraph shall survive the termination or expiration of the term of the license for the Licensed Area.

5. Match Funding. Participant shall contribute Match Funding consisting of cash in the amount of Five Thousand Five Hundred and 00/100 Dollars (\$5,500.00). To the extent such Match Funding has not already been paid as of the Effective Date of this Agreement, it shall be paid to Facilitator by cashier's check or other such certified funds and delivered to Facilitator, no later than forty-five (45) days after the Effective Date of this Agreement, by hand delivery or guaranteed overnight delivery service to Leon County Office of Financial Stewardship, Attn: Grants Program Coordinator, 301 South Monroe St., Tallahassee, FL 32301, or to such other address as Facilitator directs in writing.

6. Permitting of Participant Improvements: Further Assurance and Cooperation. To the extent Participant is a jurisdictional permitting authority involved in the permitting for the construction of the Participant Improvements, Participant shall make reasonable efforts to seek a waiver of any of its permitting fees required for such construction. Furthermore, Participant acknowledges and agrees that, in order to assure the timely construction of the Participant Improvements with no interruption or delay, Participant shall cooperate with Facilitator in the permitting process by executing, upon request, any and all documents as required by the various permitting authorities involved in such construction.

7. Repair, Replacement, and Maintenance of Participant Improvements: Contractor Warranties. The maintenance, repair, and replacement of the Participant Improvements, whether required during or after construction thereof, shall be the responsibility of Participant at Participant's expense. Any such repairs and replacements that are covered under any warranty or guaranty provided by Facilitator's contractors shall be coordinated through Facilitator. Upon receipt of a written request from Participant

for such warranty repairs, Facilitator shall, no later than five business days after such receipt, notify its contractor of Participant's warranty repair request.

8. Compliance with Laws, Regulations, and Other Legal Requirements. With regard to the use of the Licensed Area, Facilitator shall comply with all applicable federal, state, and local laws, regulations, and standards including, but not limited to, any applicable laws related to environmental protection or public health and safety, as well as those relating to the operation and maintenance of any equipment or personal property on, or in, the Licensed Area.

9. Termination by Facilitator. Facilitator may terminate this Agreement for any reason, subject to the satisfaction of the following conditions:

a. Facilitator shall deliver written notice to Participant of Facilitator's intent to terminate; provided, however, such termination shall not be effective until three (3) business days after Participant's receipt of written notice of Facilitator's intent to terminate.

b. Upon Participant's request, Facilitator shall, at Facilitator's expense, remove any partially constructed Participant's Improvements.

10. Termination by Participant. The license granted herein may be revoked by Participant for any reason. However, with regard to the remaining provisions of this Agreement that survive such revocation in accordance with paragraph 2 above, Participant may terminate such remaining provisions for any reason, subject to the satisfaction of the following conditions:

a. Participant shall deliver written notice to Facilitator of Participant's intent to terminate; provided, however, such termination shall not be effective until two (2) business days after Facilitator's receipt of written notice of Participant's intent to terminate, unless Participant has given Facilitator the opportunity to take corrective action pursuant to paragraph 11 below.

b. With regard to any of the Participant Improvements that have been partially constructed within the Licensed Area, Facilitator's obligation to complete such Participant Improvements shall be deemed released and waived as of the date of Participant's termination and, with regard to Participant's Match Funding to have been delivered in accordance with paragraph 5 above, Participant shall not be entitled to reimbursement of any such Match Funding delivered as of the date of Participant's termination.

c. Participant shall defend and hold Facilitator harmless from any and all loss or damages claimed against Facilitator by its contractors for any breach of contract resulting from Participant's termination.

11. Facilitator's Opportunity to Take Corrective Action. Prior to the Participant's termination of this Agreement, Participant shall provide to Facilitator written notice setting forth the reason for such termination and a reasonable period of time, not to exceed five (5) business days, within which Facilitator may complete any corrective action deemed necessary by Participant to prevent such termination.

12. Delivery of Notices. Any written notice required or permitted to be delivered by the terms and conditions of this Agreement shall be delivered by hand delivery or guaranteed overnight delivery service.

a. Notices to Participant shall be delivered to the address specified in the introductory paragraph of this Agreement or as specified in any change of address provided by Participant in accordance with the terms herein.

b. Notices to Facilitator shall be delivered to:

Leon County Public Works Department  
Attention: Director of Engineering Services  
2280 Miccosukee Road  
Tallahassee, FL 32308

With a copy delivered to:

Herbert W. A. Thiele, Esq.  
Leon County Attorney's Office  
301 S. Monroe Street, Suite 202  
Leon County Courthouse  
Tallahassee, FL 32301

c. All notices shall be effective upon delivery or attempted delivery during regular business hours. Either party may change its notice address upon written notice to the other party, given in accordance herewith by an authorized officer, partner, or principal.

13. Authority of Facilitator. Facilitator represents and warrants to Participant that the party executing on behalf of Facilitator is fully and properly authorized to execute and enter into this Agreement on behalf of Facilitator, and that the execution of this Agreement and the performance by Facilitator of its obligations hereunder have been duly authorized and approved by all necessary corporate action.

14. Authority of Participant. Participant represents and warrants to Facilitator that the party executing on behalf of Participant is fully and properly authorized to execute and enter into this Agreement on behalf of Participant, and that the execution of this Agreement and the performance by Participant of its obligations hereunder have been duly authorized and approved by all necessary corporate action.

15. Florida Law. This Agreement shall be governed by the laws of the State of Florida. Venue for any legal proceeding arising from this Agreement shall be the 2<sup>nd</sup> Judicial Circuit in and for Leon County, Florida unless otherwise agreed upon by the parties.

16. Time Is Of The Essence. Time is of the essence of this Agreement and all provisions contained herein.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

17. Incorporation of Prior Agreements; Modifications. This Agreement is the only effective agreement between the parties pertaining to the participation in the construction of the Byway Improvements, the provision of Match Funding, and the use of the Licensed Area, and no other agreements either oral or otherwise are effective unless embodied herein. All amendments to this Agreement shall be in writing and signed by all parties. Any other attempted amendment shall be void.

IN WITNESS WHEREOF, Facilitator and Participant have caused this Agreement to be duly executed as of the date first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

**CITY OF SOPCHOPPY**

Sopchoppy City Clerk  
Name: Jackie Lawton  
JACKIE LAWTON  
Name:

Martha Evans  
By: Martha Evans  
(Print Name)  
Its: Mayor  
(Print Title)  
Date: 11/10/14

**LEON COUNTY, FLORIDA**

\_\_\_\_\_  
Name: \_\_\_\_\_  
\_\_\_\_\_  
Name: \_\_\_\_\_

By: Vincent S. Long  
Its County Administrator  
Date: \_\_\_\_\_

WITNESSED:  
Bob Inzer, Clerk of the Circuit Court  
and Comptroller, Leon County, Florida

Approved as to Form:  
Leon County Attorney's Office

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Herbert W. A. Thiele, Esq.

**Composite Exhibit "A"**

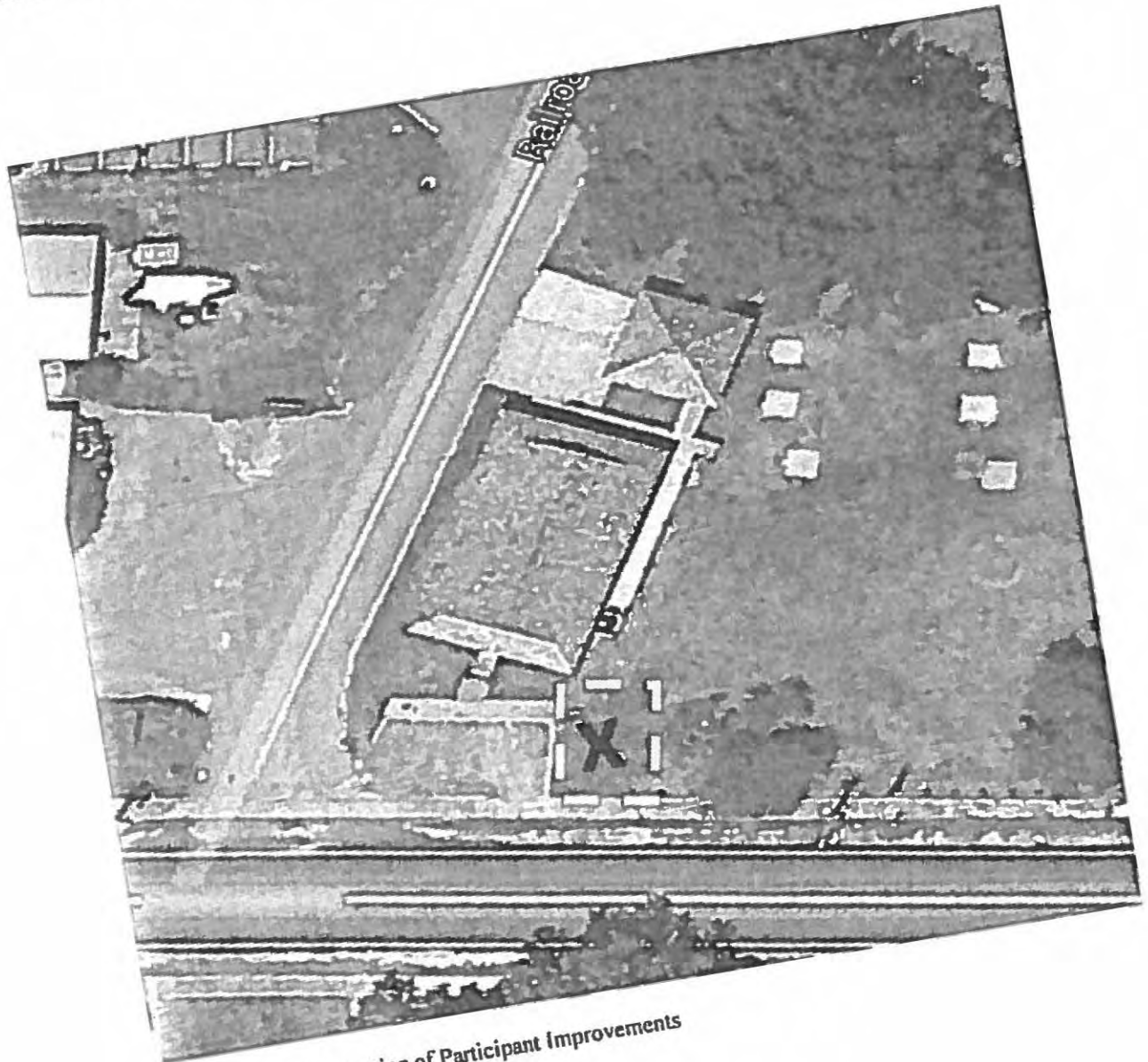
**Licensed Area**

City of Sopchoppy

Sopchoppy Depot



Owner: City of Sopchoppy  
County: Wakulla  
Parcel No.: 12-5S-03W-000-00722-001  
Site: Sopchoppy Depot  
Address: Rose Street at Railroad Avenue



X - Approximate Location of Participant Improvements  
□ - Boundary of Licensed Area

A1

**Composite Exhibit "B"**  
**Participant Improvements**

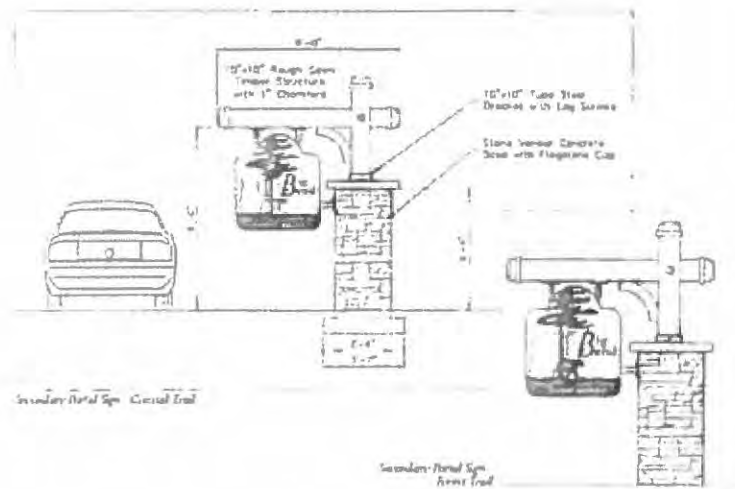
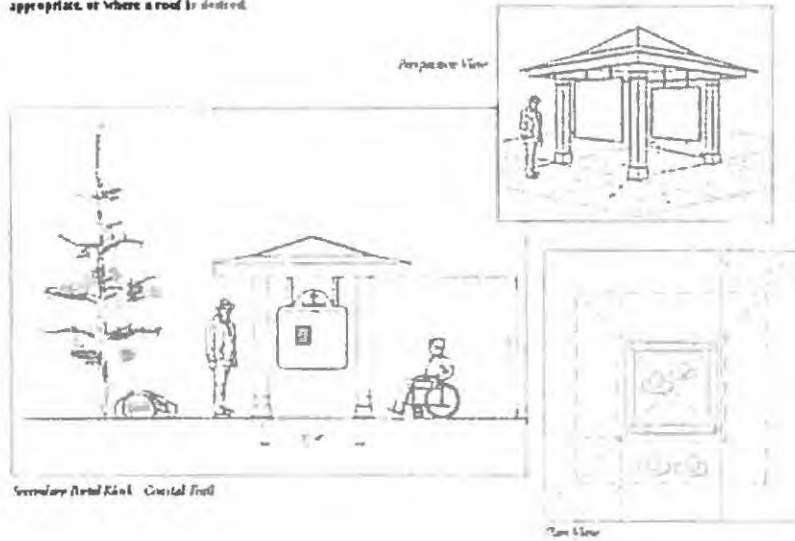
City of Sopchoppy

Sopchoppy Depot

Owner: City of Sopchoppy  
County: Wakulla  
Parcel No.: 12-5S-03W-000-00722-001  
Site: Sopchoppy Depot  
Address: Rose Street at Railroad Avenue

### Secondary Portal Kiosk and Sign

appropriate, or where a roof is desired.



# BBSB Participation & License Agreement

## City of St. Marks

Prepared by:  
Herbert W. A. Thiele, Esq.  
Leon County Attorney's Office  
Leon County Courthouse  
301 S. Monroe St., Suite 202  
Tallahassee, Florida 32301

Wakulla County  
Parcel ID: N/A (Old Fort Road Right-of-Way)

**PARTICIPATION AND LICENSE AGREEMENT FOR  
BIG BEND SCENIC BYWAY IMPROVEMENTS**

THIS PARTICIPATION AND LICENSE AGREEMENT (the or this "Agreement") is made and entered into the date upon which the last of the parties signs the Agreement ("Effective Date"), by and between CITY OF ST. MARKS, FLORIDA, a municipal corporation existing under the laws of the State of Florida, whose mailing address is P.O. Box 296, St. Marks, FL 32355, hereinafter referred to as "Participant," and LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, whose post office address is Leon County Office of Financial Stewardship, Attention: Grants Coordinator, 301 South Monroe St., Tallahassee, FL 32301, hereinafter referred to as "Facilitator."

**WITNESSETH:**

WHEREAS, Participant is the owner of that certain parcel of real property located along the westerly side of Old Fort Road in the City of St. Marks, Wakulla County, Florida, and identified by the Wakulla Property Appraiser as being within the Old Fort Road Right-of-Way (the "Subject Property"); and

WHEREAS, the Subject Property is adjacent to the 220-mile Florida Scenic Highway known as the Big Bend Scenic Byway (hereinafter referred to as the "Byway"); and

WHEREAS, in May 2006, the Corridor Management Entity (the "CME") was established to serve as the caretaker of the Byway and to take the lead in monitoring and implementing the 2007 Corridor Management Plan (the "CMP") adopted for the Byway; and

WHEREAS, the CME worked in conjunction with the U.S. Department of Agriculture Forest Service to prepare a plan designed to implement the goals and objectives of the CMP and contain the design guidelines and prototypes to be used by contractors and fabricators to construct the improvements along the Byway (the "Byway Improvements"), with such plan finalized and approved by the CME on March 4, 2010 as the Big Bend Scenic Byway Interpretive and Wayshowing Plan which, by this reference, is hereby incorporated as part of this Agreement (the "Interpretive and Wayshowing Plan"); and

WHEREAS, in order to implement the construction, fabrication, and installation of the Byway Improvements, a study was completed in June 2011 by Diane Delaney and Pamela Portwood, on behalf of the CME, entitled Implementation Study of the Big Bend Scenic Byway Roadside Interpretation Plan which, by this reference, is also hereby incorporated as part of this Agreement (the "Implementation Study"); and

WHEREAS, the CME was awarded a federal grant (the "Grant") managed through the Florida Department of Transportation to fund the final design and construction of Byway Improvements as shown and implemented in the Interpretive and Wayshowing Plan and Implementation Study, respectively; and

WHEREAS, Facilitator is the Agency responsible for implementing and managing the Grant funding for the Byway, and for directing and managing the final design and construction of the Byway Improvements; and

WHEREAS, the Grant requires Facilitator to provide match funding in an amount equal to 20% of the Grant amount; and

WHEREAS, Participant, as a member of the CME, wishes to participate in accomplishing the goals and objectives of the CMP to enhance and improve to the Byway by permitting a certain number of the Byway Improvements to be constructed on the Subject Property and by providing a portion of the match funding for the Grant in the form of cash, materials, and/or labor (the "Match Funding"); and

WHEREAS, Participant and Facilitator wish to establish with this Agreement the manner in which Facilitator will be permitted to utilize a portion of the Subject Property for the construction of the Byway Improvements, and which Participant will contribute Match Funding for such construction.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Participant and Facilitator agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated into the terms of this Agreement.

2. Grant of License: Licensed Area Defined. Participant hereby licenses to Facilitator, its employees, contractors, agents, successors, and assigns, in accordance with the terms and conditions set forth in this Agreement, that certain area of the Subject Property adjacent to the Byway as depicted in Exhibit "A" attached hereto and incorporated herein by this reference (the "Licensed Area"). With regard to the Licensed Area, Participant and Facilitator acknowledge and agree to the following:

a. Not Real Property. This Agreement constitutes a license for the use of the Licensed Area and does not grant any permanent possessory interest in real property, nor shall this Agreement be construed as conveying any real property interest in the Licensed Area.

b. Term of License. The term of this license shall commence on the Effective Date of this Agreement and shall continue thereafter until the latest date of expiration of the warranty periods for any of the Participant Improvements constructed and lying within the Licensed Area. The expiration date of this license may be extended upon written agreement of the parties.

c. Approximate Boundaries. The boundaries of the Licensed Area as depicted herein are intended to be an approximation and are not to scale. As such, to the extent the Licensed Area encroaches on to abutting property not owned by Participant, the boundaries of the Licensed Area shall be deemed to be the nearest actual boundary of the Subject Property.

d. No License Fee. The mutual covenants and conditions contained in this Agreement represent sufficient consideration for this Agreement and, as such, Facilitator shall not be required to pay a fee for the license of the Licensed Area.

e. License Revocable. The license granted herein shall be revocable by Participant in accordance with the terms set forth in paragraph 10 below; provided, however, that such revocation of the license shall have no force and effect on the remaining rights and obligations of Participant and Facilitator that do not necessarily rely upon the existence of the license, and such remaining rights and obligations shall survive a revocation of the license granted herein.

3. Permitted Use. The use of the Licensed Area by Facilitator, its employees, contractors, agents, successors, and assigns shall be limited to only the following activities:

a. Construction of the Participant Improvements (as that term is defined in paragraph 4 below);

b. Ingress and egress of vehicles and equipment as needed to construct the Participant Improvements; and

c. Temporary storage and staging of equipment and materials as needed to construct the Participant Improvements.

4. Participant Improvements: Ownership. For purposes of this Agreement, the term "Participant Improvements" shall refer to those Byway Improvements to be constructed on the Subject Property as depicted in Exhibit "B" attached hereto and incorporated herein by this reference. With regard to the Participant Improvements, Participant and Facilitator acknowledge and agree to the following:

a. The Participant Improvements as depicted herein are artist renderings as contained in the Interpretive and Wayshowing Plan and Implementation Study, and are only intended to represent the design guidelines and prototypes of the Byway Improvements. As such, the final design of the Participant Improvements may vary from those depicted in Exhibit "B."

b. The installation of all tertiary signs, as identified and shown in the Interpretive and Wayshowing Plan and Implementation Study, has been completed as of the Effective Date of this Agreement and, as such, will not be considered as part of the Participant Improvements.

c. The installation of any and all site approach markers, as identified and shown in the Interpretive and Wayshowing Plan and Implementation Study, will require further coordination between Facilitator and the Florida Department of Transportation ("FDOT") to allow for such installation to occur within the FDOT right-of-way. Therefore, such installation will be addressed as part of a separate agreement and will not be considered as part of the Participant Improvements.

d. Facilitator's role is merely to facilitate the design and construction of the Participant Improvements by acting as the Agency responsible for implementing and managing the Grant funding for the Byway. Facilitator shall at no time assume any ownership rights or responsibilities of the Participant Improvements. As such, any and all ownership rights and responsibilities associated with the Participant Improvements shall, at all times, be that of Participant. This subparagraph shall survive the termination or expiration of the term of the license for the Licensed Area.

5. Match Funding. Participant shall contribute Match Funding consisting of cash in the amount of Four Thousand Nine Hundred and 00/100 Dollars (\$4,900.00). To the extent such Match Funding has not already been paid as of the Effective Date of this Agreement, it shall be paid to Facilitator by cashier's check or other such certified funds and delivered to Facilitator, no later than forty-five (45) days after the Effective Date of this Agreement, by hand delivery or guaranteed overnight delivery service to Leon County Office of Financial Stewardship, Attn: Grants Program Coordinator, 301 South Monroe St., Tallahassee, FL 32301, or to such other address as Facilitator directs in writing.

6. Permitting of Participant Improvements: Further Assurance and Cooperation. To the extent Participant is a jurisdictional permitting authority involved in the permitting for the construction of the Participant Improvements, Participant shall make reasonable efforts to seek a waiver of any of its permitting fees required for such construction. Furthermore, Participant acknowledges and agrees that, in order to assure the timely construction of the Participant Improvements with no interruption or delay, Participant shall cooperate with Facilitator in the permitting process by executing, upon request, any and all documents as required by the various permitting authorities involved in such construction.

7. Repair, Replacement, and Maintenance of Participant Improvements: Contractor Warranties. The maintenance, repair, and replacement of the Participant Improvements, whether required during or after construction thereof, shall be the responsibility of Participant at Participant's expense. Any such repairs and replacements that are covered under any warranty or guaranty provided by Facilitator's contractors shall be coordinated through Facilitator. Upon receipt of a written request from Participant for such warranty repairs, Facilitator shall, no later than five business days after such receipt, notify its contractor of Participant's warranty repair request.

8. Compliance with Laws, Regulations, and Other Legal Requirements. With regard to the use of the Licensed Area, Facilitator shall comply with all applicable federal, state, and local laws, regulations, and standards including, but not limited to, any applicable laws related to environmental protection or public health and safety, as well as those relating to the operation and maintenance of any equipment or personal property on, or in, the Licensed Area.

9. Termination by Facilitator. Facilitator may terminate this Agreement for any reason, subject to the satisfaction of the following conditions:

a. Facilitator shall deliver written notice to Participant of Facilitator's intent to terminate; provided, however, such termination shall not be effective until three (3) business days after Participant's receipt of written notice of Facilitator's intent to terminate.

b. Upon Participant's request, Facilitator shall, at Facilitator's expense, remove any partially constructed Participant's Improvements.

10. Termination by Participant. The license granted herein may be revoked by Participant for any reason. However, with regard to the remaining provisions of this Agreement that survive such revocation in accordance with paragraph 2 above, Participant may terminate such remaining provisions for any reason, subject to the satisfaction of the following conditions:

a. Participant shall deliver written notice to Facilitator of Participant's intent to terminate; provided, however, such termination shall not be effective until two (2) business days after Facilitator's receipt of written notice of Participant's intent to terminate, unless Participant has given Facilitator the opportunity to take corrective action pursuant to paragraph 11 below.

b. With regard to any of the Participant Improvements that have been partially constructed within the Licensed Area, Facilitator's obligation to complete such Participant Improvements shall be deemed released and waived as of the date of Participant's termination and, with regard to Participant's Match Funding to have been delivered in accordance with paragraph 5 above, Participant shall not be entitled to reimbursement of any such Match Funding delivered as of the date of Participant's termination.

c. Participant shall defend and hold Facilitator harmless from any and all loss or damages claimed against Facilitator by its contractors for any breach of contract resulting from Participant's termination.

11. Facilitator's Opportunity to Take Corrective Action. Prior to the Participant's termination of this Agreement, Participant shall provide to Facilitator written notice setting forth the reason for such termination and a reasonable period of time, not to exceed five (5) business days, within which Facilitator may complete any corrective action deemed necessary by Participant to prevent such termination.

12. Delivery of Notices. Any written notice required or permitted to be delivered by the terms and conditions of this Agreement shall be delivered by hand delivery or guaranteed overnight delivery service.

a. Notices to Participant shall be delivered to the address specified in the introductory paragraph of this Agreement or as specified in any change of address provided by Participant in accordance with the terms herein.

b. Notices to Facilitator shall be delivered to:

Leon County Public Works Department  
Attention: Director of Engineering Services  
2280 Miccosukee Road  
Tallahassee, FL 32308



With a copy delivered to:

Herbert W. A. Thiele, Esq.  
Leon County Attorney's Office  
301 S. Monroe Street, Suite 202  
Leon County Courthouse  
Tallahassee, FL 32301

c. All notices shall be effective upon delivery or attempted delivery during regular business hours. Either party may change its notice address upon written notice to the other party, given in accordance herewith by an authorized officer, partner, or principal.

13. Authority of Facilitator. Facilitator represents and warrants to Participant that the party executing on behalf of Facilitator is fully and properly authorized to execute and enter into this Agreement on behalf of Facilitator, and that the execution of this Agreement and the performance by Facilitator of its obligations hereunder have been duly authorized and approved by all necessary corporate action.

14. Authority of Participant. Participant represents and warrants to Facilitator that the party executing on behalf of Participant is fully and properly authorized to execute and enter into this Agreement on behalf of Participant, and that the execution of this Agreement and the performance by Participant of its obligations hereunder have been duly authorized and approved by all necessary corporate action.

15. Florida Law. This Agreement shall be governed by the laws of the State of Florida. Venue for any legal proceeding arising from this Agreement shall be the 2<sup>nd</sup> Judicial Circuit in and for Leon County, Florida unless otherwise agreed upon by the parties.

16. Time Is Of The Essence. Time is of the essence of this Agreement and all provisions contained herein.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

17. Incorporation of Prior Agreements; Modifications. This Agreement is the only effective agreement between the parties pertaining to the participation in the construction of the Byway Improvements, the provision of Match Funding, and the use of the Licensed Area, and no other agreements either oral or otherwise are effective unless embodied herein. All amendments to this Agreement shall be in writing and signed by all parties. Any other attempted amendment shall be void.

IN WITNESS WHEREOF, Facilitator and Participant have caused this Agreement to be duly executed as of the date first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

CITY OF ST. MARKS, FLORIDA

Zoe H Mansfield  
Name: Zoe H Mansfield  
Ethel J  
Name: Ethel J

Aileen Hobbs  
By: Aileen Hobbs  
(Print Name)  
Its: Mayor  
(Print Title)  
Date: December 11 2014

LEON COUNTY, FLORIDA

\_\_\_\_\_  
Name: \_\_\_\_\_  
\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
By: Vincent S. Long  
Its County Administrator  
Date: \_\_\_\_\_

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

Approved as to Form:  
Leon County Attorney's Office

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Herbert W. A. Thiele, Esq.

**Composite Exhibit "A"**

**Licensed Area**

**City of St. Marks**

**St. Marks River Park**

Owner: City of St. Marks  
County: Wakulla  
Parcel No.: N/A (Old Fort Road Right-of-Way)  
Site: St. Marks River Park  
Address: Old Fort Road



X - Approximate Location of Participant Improvements  
□ - Boundary of Licensed Area

A1

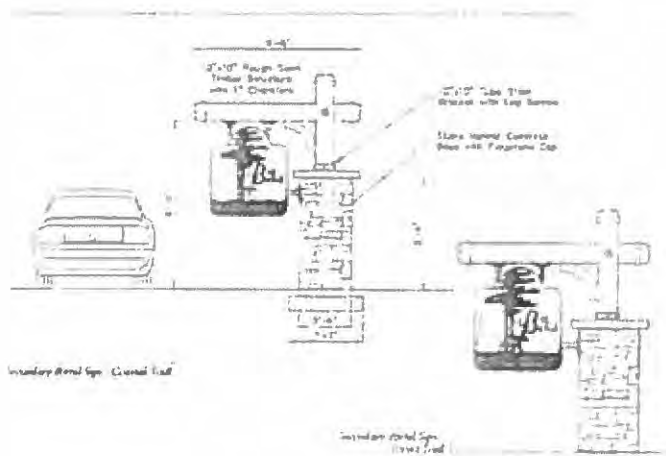
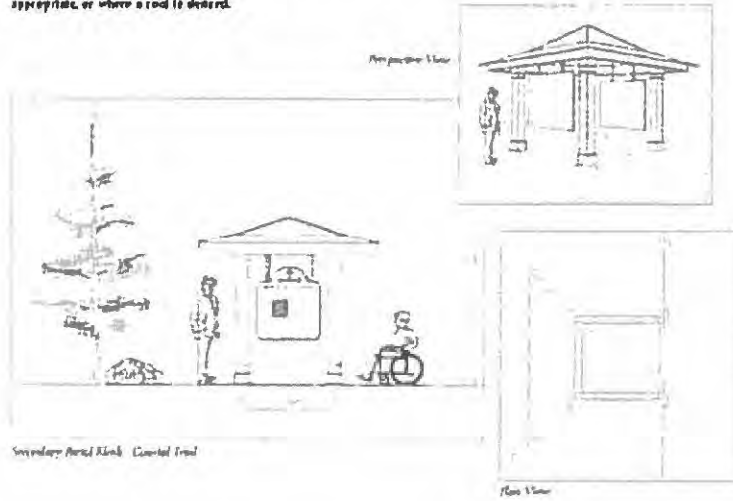
**Composite Exhibit "B"**  
**Participant Improvements**

City of St. Marks  
**St. Marks River Park**

Owner: City of St. Marks  
County: Wakulla  
Parcel No.: N/A (Old Fort Road Right-of-Way)  
Site: St. Marks River Park  
Address: Old Fort Road

### Secondary Portal Kiosk and Sign

appropriate, or where a road is desired.



B1

# BBSB Participation & License Agreement

## Franklin County

Prepared by:  
Herbert W. A. Thiele, Esq.  
Leon County Attorney's Office  
Leon County Courthouse  
301 S. Monroe St., Suite 202  
Tallahassee, Florida 32301

Franklin County  
Parcel ID: 13-06S-02W-0000-0010-0000  
26-06S-02W-0000-0010-0010  
25-07S-05W-0000-0090-0000  
Old Road Right-Of-Way (no Parcel ID)

**PARTICIPATION AND LICENSE AGREEMENT FOR  
BIG BEND SCENIC BYWAY IMPROVEMENTS**

THIS PARTICIPATION AND LICENSE AGREEMENT (the or this "Agreement") is made and entered into the date upon which the last of the parties signs the Agreement ("Effective Date"), by and between **FRANKLIN COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is 33 Market Street, Apalachicola, FL 32320, hereinafter referred to as "Participant," and **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose post office address is Leon County Office of Financial Stewardship, Attention: Grants Coordinator, 301 South Monroe St., Tallahassee, FL 32301, hereinafter referred to as "Facilitator."

**WITNESSETH:**

WHEREAS, Participant is the owner or lessee of those certain parcels of real property located in Franklin County, Florida, and identified by the Franklin County Property Appraiser as Parcel ID's 13-06S-02W-0000-0010-0000; 26-06S-02W-0000-0010-0010; and 25-07S-05W-0000-0090-0000; together with a portion of Old Road Right-of-Way (collectively the "Subject Property"); and

WHEREAS, the Subject Property is adjacent to the 220-mile Florida Scenic Highway known as the Big Bend Scenic Byway (hereinafter referred to as the "Byway"); and

WHEREAS, in May 2006, the Corridor Management Entity (the "CME") was established to serve as the caretaker of the Byway and to take the lead in monitoring and implementing the 2007 Corridor Management Plan (the "CMP") adopted for the Byway; and

WHEREAS, the CME worked in conjunction with the U.S. Department of Agriculture Forest Service to prepare a plan designed to implement the goals and objectives of the CMP and contain the design guidelines and prototypes to be used by contractors and fabricators to construct the improvements along the Byway (the "Byway Improvements"), with such plan finalized and approved by the CME on March 4, 2010 as the Big Bend Scenic Byway Interpretive and Wayshowing Plan which, by this reference, is hereby incorporated as part of this Agreement (the "Interpretive and Wayshowing Plan"); and

WHEREAS, in order to implement the construction, fabrication, and installation of the Byway Improvements, a study was completed in June 2011 by Diane Delaney and Pamela Portwood, on behalf of the CME, entitled Implementation Study of the Big Bend Scenic Byway Roadside Interpretation Plan which, by this reference, is also hereby incorporated as part of this Agreement (the "Implementation Study"); and

WHEREAS, the CME was awarded a federal grant (the "Grant") managed through the Florida Department of Transportation to fund the final design and construction of Byway Improvements as shown and implemented in the Interpretive and Wayshowing Plan and Implementation Study, respectively; and



WHEREAS, Facilitator is the Agency responsible for implementing and managing the Grant funding for the Byway, and for directing and managing the final design and construction of the Byway Improvements; and

WHEREAS, the Grant requires Facilitator to provide match funding in an amount equal to 20% of the Grant amount; and

WHEREAS, Participant, as a member of the CME, wishes to participate in accomplishing the goals and objectives of the CMP to enhance and improve to the Byway by permitting a certain number of the Byway Improvements to be constructed on the Subject Property and by providing a portion of the match funding for the Grant in the form of cash, materials, and/or labor (the "Match Funding"); and

WHEREAS, Participant and Facilitator wish to establish with this Agreement the manner in which Facilitator will be permitted to utilize a portion of the Subject Property for the construction of the Byway Improvements, and which Participant will contribute Match Funding for such construction.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Participant and Facilitator agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated into the terms of this Agreement.

2. Grant of License; Licensed Area Defined. Participant hereby licenses to Facilitator, its employees, contractors, agents, successors, and assigns, in accordance with the terms and conditions set forth in this Agreement, that certain area of the Subject Property adjacent to the Byway as depicted in Exhibit "A" attached hereto and incorporated herein by this reference (the "Licensed Area"). With regard to the Licensed Area, Participant and Facilitator acknowledge and agree to the following:

a. Not Real Property. This Agreement constitutes a license for the use of the Licensed Area and does not grant any permanent possessory interest in real property, nor shall this Agreement be construed as conveying any real property interest in the Licensed Area.

b. Term of License. The term of this license shall commence on the Effective Date of this Agreement and shall continue thereafter until the latest date of expiration of the warranty periods for any of the Participant Improvements constructed and lying within the Licensed Area. The expiration date of this license may be extended upon written agreement of the parties.

c. Approximate Boundaries. The boundaries of the Licensed Area as depicted herein are intended to be an approximation and are not to scale. As such, to the extent the Licensed Area encroaches on to abutting property not owned by Participant, the boundaries of the Licensed Area shall be deemed to be the nearest actual boundary of the Subject Property.

d. No License Fee. The mutual covenants and conditions contained in this Agreement represent sufficient consideration for this Agreement and, as such, Facilitator shall not be required to pay a fee for the license of the Licensed Area.

e. License Revocable. The license granted herein shall be revocable by Participant in accordance with the terms set forth in paragraph 10 below; provided, however, that such revocation of the license shall have no force and effect on the remaining rights and obligations of Participant and Facilitator that do not necessarily rely upon the existence of the license, and such remaining rights and obligations shall survive a revocation of the license granted herein.

f. Consent from Lessor on Ochlochonee Bay Boat Ramp Parcel. Facilitator and Participant acknowledge and agree that, with regard to the parcel identified on Exhibit "A" as the Ochlochonee

Bay Boat Ramp (Parcel ID: 13-06S-02W-0000-0010-0000), Participant's ownership and right of possession of said parcel is by virtue of a leasehold interest pursuant to a lease agreement with the fee owner, Ochlockonee Timberlands LLC, (the "Lessor"), and that this Agreement has been entered into without obtaining the written consent of the Lessor. Facilitator's agreement to proceed under this Agreement without obtaining such written consent is based on Participant's representation that the consent of the Lessor is not necessary in order for Participant to grant the license permitting Facilitator's use of said parcel to the extent set forth in this Agreement.

3. Permitted Use. The use of the Licensed Area by Facilitator, its employees, contractors, agents, successors, and assigns shall be limited to only the following activities:

- a. Construction of the Participant Improvements (as that term is defined in paragraph 4 below);
- b. Ingress and egress of vehicles and equipment as needed to construct the Participant Improvements; and
- c. Temporary storage and staging of equipment and materials as needed to construct the Participant Improvements.

4. Participant Improvements; Ownership. For purposes of this Agreement, the term "Participant Improvements" shall refer to those Byway Improvements to be constructed on the Subject Property as depicted in Exhibit "B" attached hereto and incorporated herein by this reference. With regard to the Participant Improvements, Participant and Facilitator acknowledge and agree to the following:

- a. The Participant Improvements as depicted herein are artist renderings as contained in the Interpretive and Wayshowing Plan and Implementation Study, and are only intended to represent the design guidelines and prototypes of the Byway Improvements. As such, the final design of the Participant Improvements may vary from those depicted in Exhibit "B."
- b. The installation of all tertiary signs, as identified and shown in the Interpretive and Wayshowing Plan and Implementation Study, has been completed as of the Effective Date of this Agreement and, as such, will not be considered as part of the Participant Improvements.
- c. The installation of any and all site approach markers, as identified and shown in the Interpretive and Wayshowing Plan and Implementation Study, will require further coordination between Facilitator and the Florida Department of Transportation ("FDOT") to allow for such installation to occur within the FDOT right-of-way. Therefore, such installation will be addressed as part of a separate agreement and will not be considered as part of the Participant Improvements.
- d. Facilitator's role is merely to facilitate the design and construction of the Participant Improvements by acting as the Agency responsible for implementing and managing the Grant funding for the Byway. Facilitator shall at no time assume any ownership rights or responsibilities of the Participant Improvements. As such, any and all ownership rights and responsibilities associated with the Participant Improvements shall, at all times, be that of Participant. This subparagraph shall survive the termination or expiration of the term of the license for the Licensed Area.

5. Match Funding. Participant shall contribute Match Funding consisting of cash in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00). To the extent such Match Funding has not already been paid as of the Effective Date of this Agreement, it shall be paid to Facilitator by cashier's check or other such certified funds and delivered to Facilitator, no later than forty-five (45) days after the Effective Date of this Agreement, by hand delivery or guaranteed overnight delivery service to Leon County Office of Financial Stewardship, Attn: Grants Program Coordinator, 301 South Monroe St., Tallahassee, FL 32301, or to such other address as Facilitator directs in writing.

6. Permitting of Participant Improvements; Further Assurance and Cooperation. To the extent Participant is a jurisdictional permitting authority involved in the permitting for the construction of the Participant Improvements, Participant shall make reasonable efforts to seek a waiver of any of its permitting fees required for such construction. Furthermore, Participant acknowledges and agrees that, in order to assure the timely construction of the Participant Improvements with no interruption or delay, Participant shall cooperate with Facilitator in the permitting process by executing, upon request, any and all documents as required by the various permitting authorities involved in such construction.

7. Repair, Replacement, and Maintenance of Participant Improvements; Contractor Warranties. The maintenance, repair, and replacement of the Participant Improvements, whether required during or after construction thereof, shall be the responsibility of Participant at Participant's expense. Any such repairs and replacements that are covered under any warranty or guaranty provided by Facilitator's contractors shall be coordinated through Facilitator. Upon receipt of a written request from Participant for such warranty repairs, Facilitator shall, no later than five business days after such receipt, notify its contractor of Participant's warranty repair request.

8. Compliance with Laws, Regulations, and Other Legal Requirements. With regard to the use of the Licensed Area, Facilitator shall comply with all applicable federal, state, and local laws, regulations, and standards including, but not limited to, any applicable laws related to environmental protection or public health and safety, as well as those relating to the operation and maintenance of any equipment or personal property on, or in, the Licensed Area.

9. Termination by Facilitator. Facilitator may terminate this Agreement for any reason, subject to the satisfaction of the following conditions:

a. Facilitator shall deliver written notice to Participant of Facilitator's intent to terminate; provided, however, such termination shall not be effective until three (3) business days after Participant's receipt of written notice of Facilitator's intent to terminate.

b. Upon Participant's request, Facilitator shall, at Facilitator's expense, remove any partially constructed Participant's Improvements.

10. Termination by Participant. The license granted herein may be revoked by Participant for any reason. However, with regard to the remaining provisions of this Agreement that survive such revocation in accordance with paragraph 2 above, Participant may terminate such remaining provisions for any reason, subject to the satisfaction of the following conditions:

a. Participant shall deliver written notice to Facilitator of Participant's intent to terminate; provided, however, such termination shall not be effective until two (2) business days after Facilitator's receipt of written notice of Participant's intent to terminate, unless Participant has given Facilitator the opportunity to take corrective action pursuant to paragraph 11 below.

b. With regard to any of the Participant Improvements that have been partially constructed within the Licensed Area, Facilitator's obligation to complete such Participant Improvements shall be deemed released and waived as of the date of Participant's termination and, with regard to Participant's Match Funding to have been delivered in accordance with paragraph 5 above, Participant shall not be entitled to reimbursement of any such Match Funding delivered as of the date of Participant's termination.

11. Facilitator's Opportunity to Take Corrective Action. Prior to the Participant's termination of this Agreement, Participant shall provide to Facilitator written notice setting forth the reason for such termination and a reasonable period of time, not to exceed five (5) business days, within which Facilitator may complete any corrective action deemed necessary by Participant to prevent such termination.

12. Delivery of Notices. Any written notice required or permitted to be delivered by the terms and conditions of this Agreement shall be delivered by hand delivery or guaranteed overnight delivery service.

a. Notices to Participant shall be delivered to the address specified in the introductory paragraph of this Agreement or as specified in any change of address provided by Participant in accordance with the terms herein.

b. Notices to Facilitator shall be delivered to:

Leon County Public Works Department  
Attention: Director of Engineering Services  
2280 Miccosukee Road  
Tallahassee, FL 32308

With a copy delivered to:

Herbert W. A. Thiele, Esq.  
Leon County Attorney's Office  
301 S. Monroe Street, Suite 202  
Leon County Courthouse  
Tallahassee, FL 32301

c. All notices shall be effective upon delivery or attempted delivery during regular business hours. Either party may change its notice address upon written notice to the other party, given in accordance herewith by an authorized officer, partner, or principal.

13. Authority of Facilitator. Facilitator represents and warrants to Participant that the party executing on behalf of Facilitator is fully and properly authorized to execute and enter into this Agreement on behalf of Facilitator, and that the execution of this Agreement and the performance by Facilitator of its obligations hereunder have been duly authorized and approved by all necessary corporate action.

14. Authority of Participant. Participant represents and warrants to Facilitator that the party executing on behalf of Participant is fully and properly authorized to execute and enter into this Agreement on behalf of Participant, and that the execution of this Agreement and the performance by Participant of its obligations hereunder have been duly authorized and approved by all necessary corporate action.

15. Florida Law. This Agreement shall be governed by the laws of the State of Florida. Venue for any legal proceeding arising from this Agreement shall be in the Circuit Court in and for the county within which the Subject Property is located unless otherwise agreed upon by the parties.

16. Time Is Of The Essence. Time is of the essence of this Agreement and all provisions contained herein.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

17. Incorporation of Prior Agreements; Modifications. This Agreement is the only effective agreement between the parties pertaining to the participation in the construction of the Byway Improvements, the provision of Match Funding, and the use of the Licensed Area, and no other agreements either oral or otherwise are effective unless embodied herein. All amendments to this Agreement shall be in writing and signed by all parties. Any other attempted amendment shall be void.

IN WITNESS WHEREOF, Facilitator and Participant have caused this Agreement to be duly executed as of the date first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

**FRANKLIN COUNTY, FLORIDA**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Its: \_\_\_\_\_  
(Print Title)

Date: \_\_\_\_\_

**LEON COUNTY, FLORIDA**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
By: Vincent S. Long  
Its County Administrator

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

Approved as to Form:  
Leon County Attorney's Office

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Herbert W. A. Thiele, Esq.

**Composite Exhibit "A"**

**Licensed Area**

**Franklin County, Florida**

**Ochlochonee Bay Boat Ramp  
Leonard's Landing  
Carrabelle Beach  
St. George Island Lighthouse and Information Center**

Owner: Ochlockonee Timberlands LLC; under lease to Franklin County, Florida  
County: Franklin  
Parcel No.: 13-06S-02W-0000-0010-0000  
Site: Ochlochonee Bay Boat Ramp  
Address: US-98



X - Approximate Location of Participant Improvements  
□ - Boundary of Licensed Area

A1

Owner: Franklin County, Florida  
County: Franklin  
Parcel No.: 26-06S-02W-0000-0010-0010  
Site: Leonard's Landing  
Address: US-98

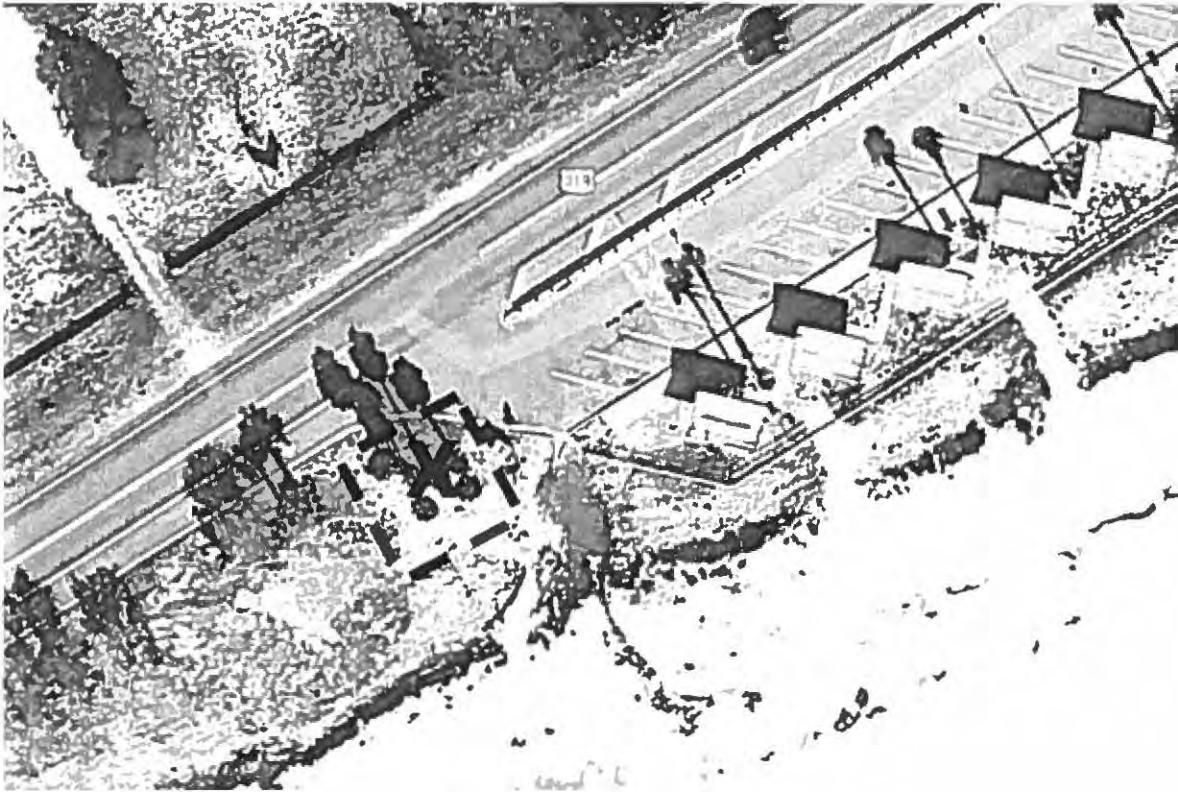


X - Approximate Location of Participant Improvements  
□ - Boundary of Licensed Area

A2



Owner: Franklin County, Florida  
County: Franklin  
Parcel No.: 25-07S-05W-0000-0090-0000  
Site: Carrabelle Beach  
Address: US-98 (US-319)



X - Approximate Location of Participant Improvements  
□ Boundary of Licensed Area

Owner: Franklin County, Florida  
County: Franklin  
Parcel No.: Old Road Right-Of-Way (no Parcel ID)  
Site: St. George Island Lighthouse and Information Center  
Address: East Chili Blvd.



X - Approximate Location of Participant Improvements  
□ - Boundary of Licensed Area

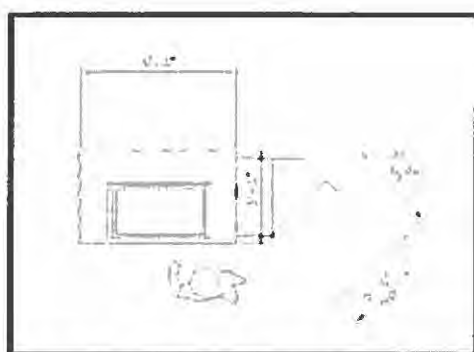
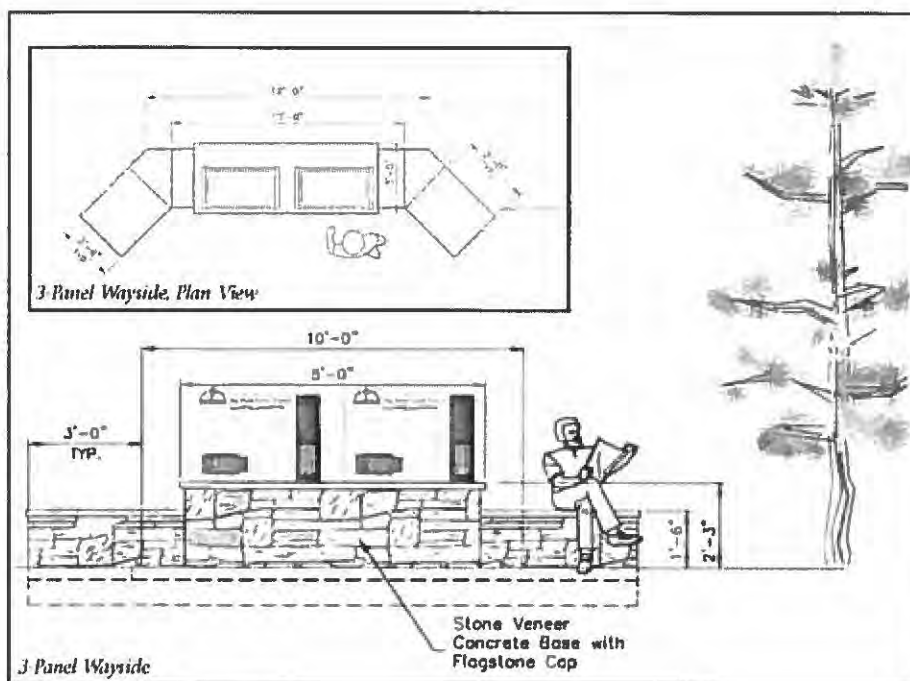
**Composite Exhibit "B"**  
**Participant Improvements**

**Franklin County, Florida**

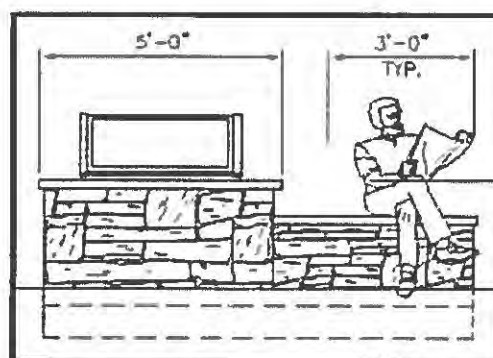
Ochlochonee Bay Boat Ramp  
Leonard's Landing  
Carrabelle Beach  
St. George Island Lighthouse and Information Center

Owner: Ochlockonee Timberlands LLC; under lease to Franklin County, Florida  
County: Franklin  
Parcel No.: 13-06S-02W-0000-0010-0000  
Site: Ochlochonee Bay Boat Ramp  
Address: US-98

### Wayside Exhibit



*1-Panel Wayside, Plan View*

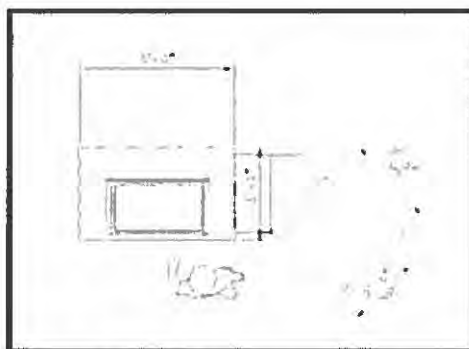
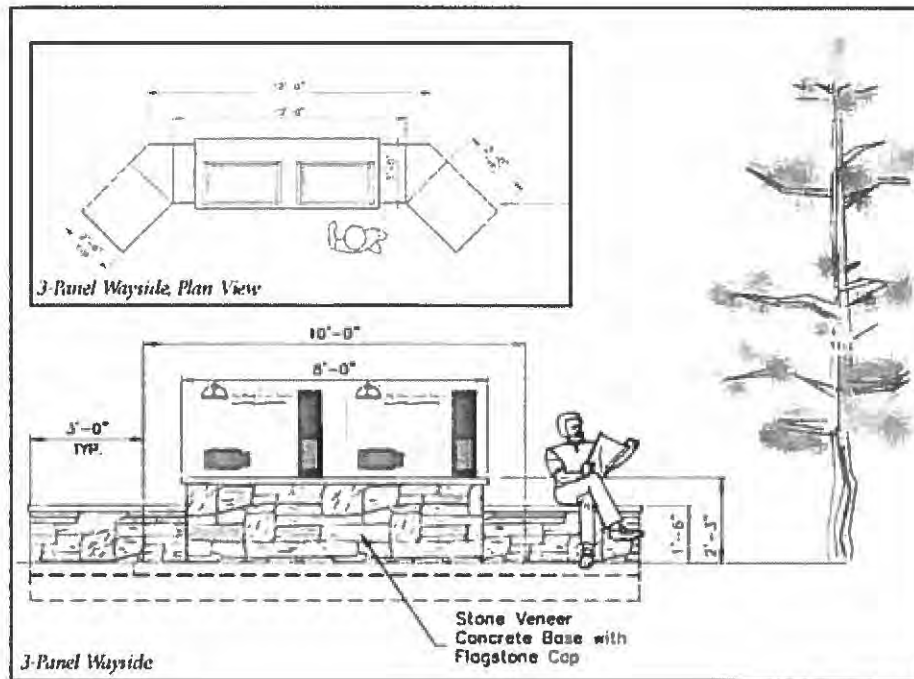


*1-Panel Wayside*

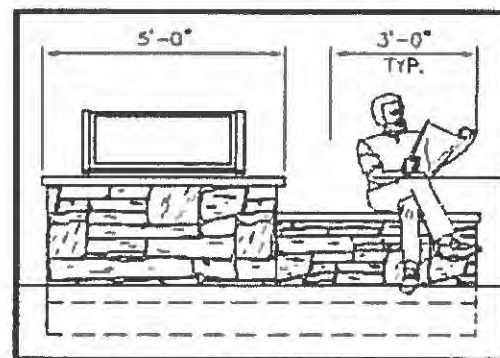
B1

Owner: Franklin County, Florida  
County: Franklin  
Parcel No.: 26-06S-02W-0000-0010-0010  
Site: Leonard's Landing  
Address: US-98

### Wayside Exhibit



*1-Panel Wayside, Plan View*

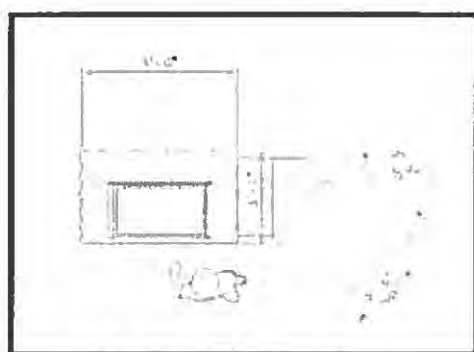
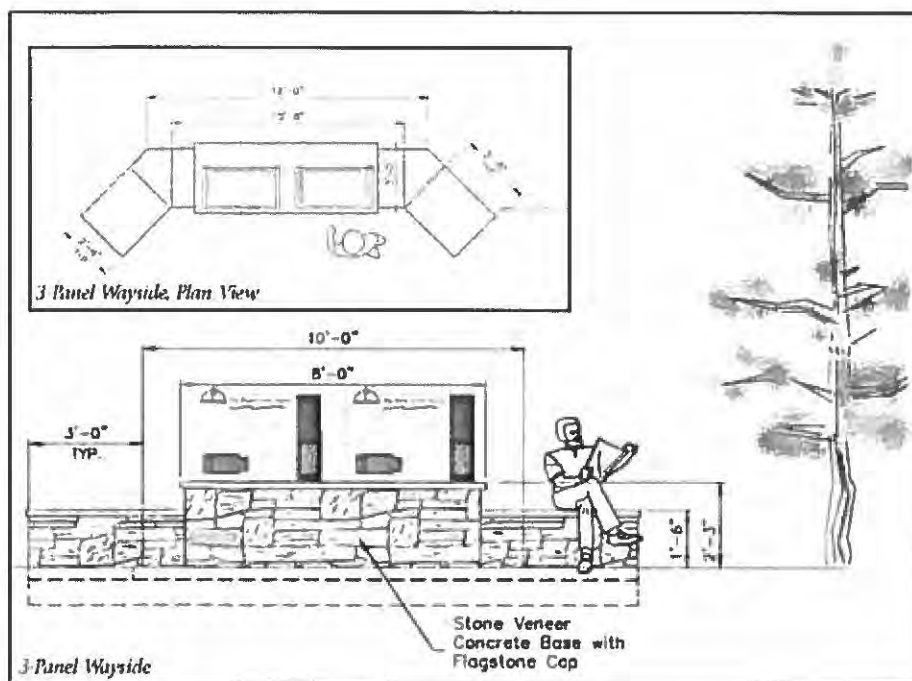


*1-Panel Wayside*

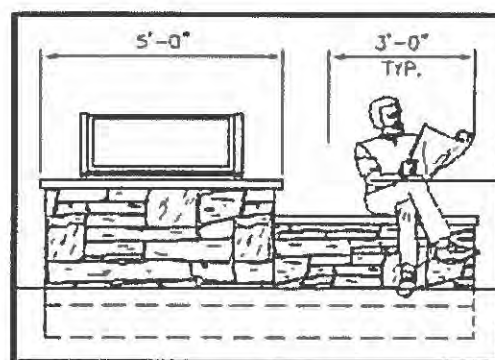
B2

Owner: Franklin County, Florida  
County: Franklin  
Parcel No.: 25-07S-05W-0000-0090-0000  
Site: Carrabelle Beach  
Address: US-98 (US-319)

### Wayside Exhibit



1-Panel Wayside, Plan View

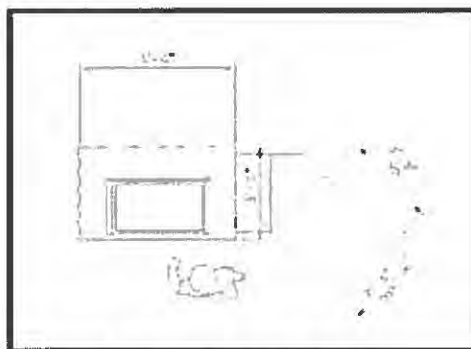
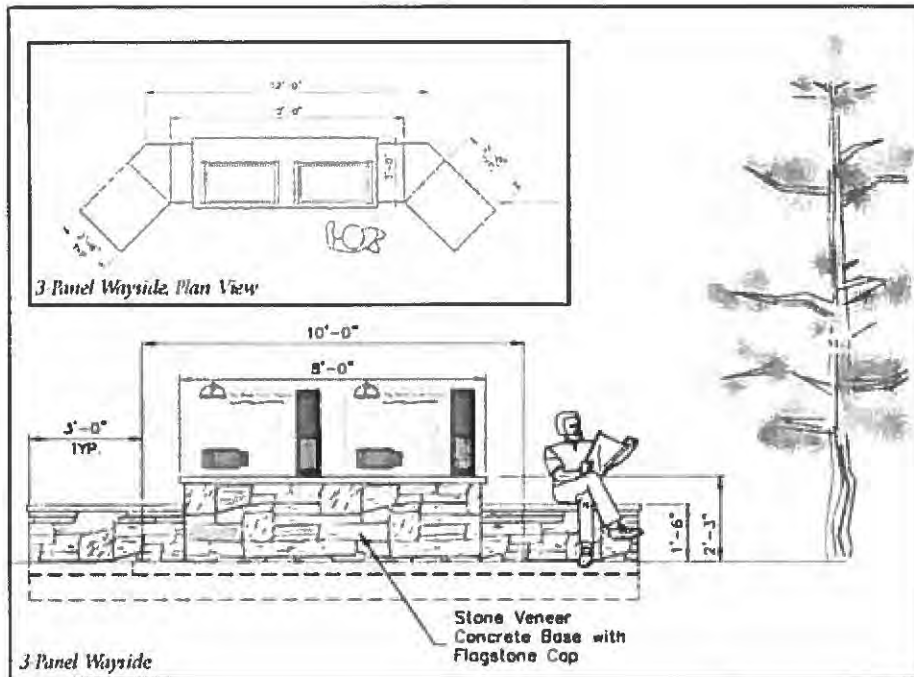


1-Panel Wayside

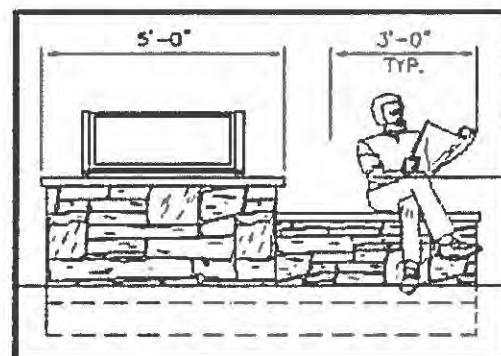
B3

Owner: Franklin County, Florida  
County: Franklin  
Parcel No.: Old Road Right-Of-Way (no Parcel ID)  
Site: St. George Island Lighthouse and Information Center  
Address: East Chili Blvd.

### Wayside Exhibit



*1-Panel Wayside, Plan View*



*1-Panel Wayside*

B4

# BBSB Participation & License Agreement

## Wakulla County



Prepared by:

Herbert W. A. Thiele, Esq.  
Leon County Attorney's Office  
Leon County Courthouse  
301 S. Monroe St., Suite 202  
Tallahassee, Florida 32301

Wakulla County

Parcel ID: 25-3S-01E-000-05423-000  
24-5S-02W-000-02973-003  
09-6S-01W-000-04864-001 (as sublessee)

**PARTICIPATION AND LICENSE AGREEMENT FOR  
BIG BEND SCENIC BYWAY IMPROVEMENTS**

THIS PARTICIPATION AND LICENSE AGREEMENT (the or this "Agreement") is made and entered into the date upon which the last of the parties signs the Agreement ("Effective Date"), by and between WAKULLA COUNTY, a political subdivision of the State of Florida, whose mailing address is P.O. Box 1263, Crawfordville, FL 32326, hereinafter referred to as "Participant," and LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, whose post office address is Leon County Office of Financial Stewardship, Attention: Grants Coordinator, 301 South Monroe St., Tallahassee, FL 32301, hereinafter referred to as "Facilitator."

**WITNESSETH:**

WHEREAS, Participant is the owner of those certain parcels of real property located in Wakulla County, Florida, and identified by the Wakulla County Property Appraiser as Parcel ID's 25-3S-01E-000-05423-000 and 24-5S-02W-000-02973-003; and

WHEREAS, Participant, by virtue of that certain Sublease Agreement entered into on April 23, 1985 between Participant and Department of Natural Resources of the State of Florida, n/k/a Florida Department of Environmental Protection, is the long-term sublessee of that certain parcel of real property located in Wakulla County, Florida, and identified by the Wakulla County Property Appraiser as Parcel ID 09-6S-01W-000-04864-001; and

WHEREAS, the three parcels identified hereinabove as Parcel ID's 25-3S-01E-000-05423-000, 24-5S-02W-000-02973-003, and 09-6S-01W-000-04864-001 (hereinafter referred to collectively as the "Subject Property") are adjacent to the 220-mile Florida Scenic Highway known as the Big Bend Scenic Byway (hereinafter referred to as the "Byway"); and

WHEREAS, in May 2006, the Corridor Management Entity (the "CME") was established to serve as the caretaker of the Byway and to take the lead in monitoring and implementing the 2007 Corridor Management Plan (the "CMP") adopted for the Byway; and

WHEREAS, the CME worked in conjunction with the U.S. Department of Agriculture Forest Service to prepare a plan designed to implement the goals and objectives of the CMP and contain the design guidelines and prototypes to be used by contractors and fabricators to construct the improvements along the Byway (the "Byway Improvements"), with such plan finalized and approved by the CME on March 4, 2010 as the Big Bend Scenic Byway Interpretive and Wayshowing Plan which, by this reference, is hereby incorporated as part of this Agreement (the "Interpretive and Wayshowing Plan"); and

WHEREAS, in order to implement the construction, fabrication, and installation of the Byway Improvements, a study was completed in June 2011 by Diane Delaney and Pamela Portwood, on behalf of the CME, entitled Implementation Study of the Big Bend Scenic Byway Roadside Interpretation Plan which, by this reference, is also hereby incorporated as part of this Agreement (the "Implementation Study"); and

WHEREAS, the CME was awarded a federal grant (the "Grant") managed through the Florida Department of Transportation to fund the final design and construction of Byway Improvements as shown and implemented in the Interpretive and Wayshowing Plan and Implementation Study, respectively; and

WHEREAS, Facilitator is the Agency responsible for implementing and managing the Grant funding for the Byway, and for directing and managing the final design and construction of the Byway Improvements; and

WHEREAS, the Grant requires Facilitator to provide match funding in an amount equal to 20% of the Grant amount; and

WHEREAS, Participant, as a member of the CME, wishes to participate in accomplishing the goals and objectives of the CMP to enhance and improve to the Byway by permitting a certain number of the Byway Improvements to be constructed on the Subject Property and by providing a portion of the match funding for the Grant in the form of cash, materials, and/or labor (the "Match Funding"); and

WHEREAS, Participant and Facilitator wish to establish with this Agreement the manner in which Facilitator will be permitted to utilize a portion of the Subject Property for the construction of the Byway Improvements, and which Participant will contribute Match Funding for such construction.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Participant and Facilitator agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated into the terms of this Agreement.

2. Grant of License; Licensed Area Defined. Participant hereby licenses to Facilitator, its employees, contractors, agents, successors, and assigns, in accordance with the terms and conditions set forth in this Agreement, that certain area of the Subject Property adjacent to the Byway as depicted in Exhibit "A" attached hereto and incorporated herein by this reference (the "Licensed Area"). With regard to the Licensed Area, Participant and Facilitator acknowledge and agree to the following:

a. Not Real Property. This Agreement constitutes a license for the use of the Licensed Area and does not grant any permanent possessory interest in real property, nor shall this Agreement be construed as conveying any real property interest in the Licensed Area.

b. Term of License. The term of this license shall commence on the Effective Date of this Agreement and shall continue thereafter until the latest date of expiration of the warranty periods for any of the Participant Improvements constructed and lying within the Licensed Area. The expiration date of this license may be extended upon written agreement of the parties.

c. Approximate Boundaries. The boundaries of the Licensed Area as depicted herein are intended to be an approximation and are not to scale. As such, to the extent the Licensed Area encroaches on to abutting property not owned by Participant, the boundaries of the Licensed Area shall be deemed to be the nearest actual boundary of the Subject Property.

d. No License Fee. The mutual covenants and conditions contained in this Agreement represent sufficient consideration for this Agreement and, as such, Facilitator shall not be required to pay a fee for the license of the Licensed Area.

e. License Revocable. The license granted herein shall be revocable by Participant in accordance with the terms set forth in paragraph 10 below; provided, however, that such revocation of the license shall have no force and effect on the remaining rights and obligations of Participant

and Facilitator that do not necessarily rely upon the existence of the license, and such remaining rights and obligations shall survive a revocation of the license granted herein.

3. Permitted Use. The use of the Licensed Area by Facilitator, its employees, contractors, agents, successors, and assigns shall be limited to only the following activities:

- a. Construction of the Participant Improvements (as that term is defined in paragraph 4 below);
- b. Ingress and egress of vehicles and equipment as needed to construct the Participant Improvements; and
- c. Temporary storage and staging of equipment and materials as needed to construct the Participant Improvements.

4. Participant Improvements; Ownership. For purposes of this Agreement, the term "Participant Improvements" shall refer to those Byway Improvements to be constructed on the Subject Property as depicted in Exhibit "B" attached hereto and incorporated herein by this reference. With regard to the Participant Improvements, Participant and Facilitator acknowledge and agree to the following:

- a. The Participant Improvements as depicted herein are artist renderings as contained in the Interpretive and Wayshowing Plan and Implementation Study, and are only intended to represent the design guidelines and prototypes of the Byway Improvements. As such, the final design of the Participant Improvements may vary from those depicted in Exhibit "B."
- b. The installation of all tertiary signs, as identified and shown in the Interpretive and Wayshowing Plan and Implementation Study, has been completed as of the Effective Date of this Agreement and, as such, will not be considered as part of the Participant Improvements.
- c. The installation of any and all site approach markers, as identified and shown in the Interpretive and Wayshowing Plan and Implementation Study, will require further coordination between Facilitator and the Florida Department of Transportation ("FDOT") to allow for such installation to occur within the FDOT right-of-way. Therefore, such installation will be addressed as part of a separate agreement and will not be considered as part of the Participant Improvements.
- d. Facilitator's role is merely to facilitate the design and construction of the Participant Improvements by acting as the Agency responsible for implementing and managing the Grant funding for the Byway. Facilitator shall at no time assume any ownership rights or responsibilities of the Participant Improvements. As such, any and all ownership rights and responsibilities associated with the Participant Improvements shall, at all times, be that of Participant. This subparagraph shall survive the termination or expiration of the term of the license for the Licensed Area.

5. Match Funding. Participant shall contribute Match Funding consisting of cash in the amount of Thirty Thousand Five Hundred and 00/100 Dollars (\$30,500.00). Participant and Facilitator acknowledge and agree that the Match Funding amount shall be apportioned between Participant, whose contribution shall be \$25,000.00, and the Panacea Blue Crab Festival Committee, whose post office address is P.O. Box 456, Panacea, FL 32346 ("Blue Crab Festival Committee"), whose contribution shall be \$5,500.00. As of the Effective Date of this Agreement, Facilitator acknowledges its receipt of the \$5,500.00 Blue Crab Festival Committee contribution, leaving an unpaid balance of the Match Funding in the amount of \$25,000.00. To the extent such Match Funding has not already been paid as of the Effective Date of this Agreement, it shall be paid to Facilitator by check and delivered to Facilitator, no later than forty-five (45) days after the Effective Date of this Agreement, care of Leon County Office of Financial Stewardship, Attn: Grants Program Coordinator, 301 South Monroe St., Tallahassee, FL 32301, or to such other address as Facilitator directs in writing.

6. Permitting of Participant Improvements; Further Assurance and Cooperation. To the extent Participant is a jurisdictional permitting authority involved in the permitting for the construction of the Participant Improvements, Participant shall make reasonable efforts to seek a waiver of any of its permitting fees required for such construction. Furthermore, Participant acknowledges and agrees that, in order to assure the timely construction of the Participant Improvements with no interruption or delay, Participant shall cooperate with Facilitator in the permitting process by executing, upon request, any and all documents as required by the various permitting authorities involved in such construction.

7. Repair, Replacement, and Maintenance of Participant Improvements; Contractor Warranties. The maintenance, repair, and replacement of the Participant Improvements, whether required during or after construction thereof, shall be the responsibility of Participant at Participant's expense. Any such repairs and replacements that are covered under any warranty or guaranty provided by Facilitator's contractors shall be coordinated through Facilitator. Upon receipt of a written request from Participant for such warranty repairs, Facilitator shall, no later than five business days after such receipt, notify its contractor of Participant's warranty repair request.

8. Compliance with Laws, Regulations, and Other Legal Requirements. With regard to the use of the Licensed Area, Facilitator shall comply with all applicable federal, state, and local laws, regulations, and standards including, but not limited to, any applicable laws related to environmental protection or public health and safety, as well as those relating to the operation and maintenance of any equipment or personal property on, or in, the Licensed Area.

9. Termination by Facilitator. Facilitator may terminate this Agreement for any reason, subject to the satisfaction of the following conditions:

a. Facilitator shall deliver written notice to Participant of Facilitator's intent to terminate; provided, however, such termination shall not be effective until three (3) business days after Participant's receipt of written notice of Facilitator's intent to terminate.

b. Upon Participant's request, Facilitator shall, at Facilitator's expense, remove any partially constructed Participant's Improvements.

10. Termination by Participant. The license granted herein may be revoked by Participant for any reason. However, with regard to the remaining provisions of this Agreement that survive such revocation in accordance with paragraph 2 above, Participant may terminate such remaining provisions for any reason, subject to the satisfaction of the following conditions:

a. Participant shall deliver written notice to Facilitator of Participant's intent to terminate; provided, however, such termination shall not be effective until two (2) business days after Facilitator's receipt of written notice of Participant's intent to terminate, unless Participant has given Facilitator the opportunity to take corrective action pursuant to paragraph 11 below.

b. With regard to any of the Participant Improvements that have been partially constructed within the Licensed Area, Facilitator's obligation to complete such Participant Improvements shall be deemed released and waived as of the date of Participant's termination and, with regard to Participant's Match Funding to have been delivered in accordance with paragraph 5 above, Participant shall not be entitled to reimbursement of any such Match Funding delivered as of the date of Participant's termination.

c. Participant shall defend and hold Facilitator harmless from any and all loss or damages claimed against Facilitator by its contractors for any breach of contract resulting from Participant's termination.

11. Facilitator's Opportunity to Take Corrective Action. Prior to the Participant's termination of this Agreement, Participant shall provide to Facilitator written notice setting forth the reason for such termination and a reasonable period of time, not to exceed five (5) business days, within which Facilitator may complete any corrective action deemed necessary by Participant to prevent such termination.

12. Delivery of Notices. Any written notice required or permitted to be delivered by the terms and conditions of this Agreement shall be delivered by hand delivery or guaranteed overnight delivery service.

a. Notices to Participant shall be delivered to the address specified in the introductory paragraph of this Agreement or as specified in any change of address provided by Participant in accordance with the terms herein.

b. Notices to Facilitator shall be delivered to:

Leon County Public Works Department  
Attention: Director of Engineering Services  
2280 Miccosukee Road  
Tallahassee, FL 32308

With a copy delivered to:

Herbert W. A. Thiele, Esq.  
Leon County Attorney's Office  
301 S. Monroe Street, Suite 202  
Leon County Courthouse  
Tallahassee, FL 32301

c. All notices shall be effective upon delivery or attempted delivery during regular business hours. Either party may change its notice address upon written notice to the other party, given in accordance herewith by an authorized officer, partner, or principal.

13. Authority of Facilitator. Facilitator represents and warrants to Participant that the party executing on behalf of Facilitator is fully and properly authorized to execute and enter into this Agreement on behalf of Facilitator, and that the execution of this Agreement and the performance by Facilitator of its obligations hereunder have been duly authorized and approved by all necessary corporate action.

14. Authority of Participant. Participant represents and warrants to Facilitator that the party executing on behalf of Participant is fully and properly authorized to execute and enter into this Agreement on behalf of Participant, and that the execution of this Agreement and the performance by Participant of its obligations hereunder have been duly authorized and approved by all necessary corporate action.

15. Florida Law. This Agreement shall be governed by the laws of the State of Florida. Venue for any legal proceeding arising from this Agreement shall be the 2<sup>nd</sup> Judicial Circuit in and for Leon County, Florida unless otherwise agreed upon by the parties.

16. Time Is Of The Essence. Time is of the essence of this Agreement and all provisions contained herein.

17. Incorporation of Prior Agreements; Modifications. This Agreement is the only effective agreement between the parties pertaining to the participation in the construction of the Byway Improvements, the provision of Match Funding, and the use of the Licensed Area, and no other agreements either oral or otherwise are effective unless embodied herein. All amendments to this Agreement shall be in writing and signed by all parties. Any other attempted amendment shall be void.

IN WITNESS WHEREOF, Facilitator and Participant have caused this Agreement to be duly executed as of the date first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

**WAKULLA COUNTY**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Name: \_\_\_\_\_

Its: \_\_\_\_\_  
(Print Title)

Date: \_\_\_\_\_

**LEON COUNTY, FLORIDA**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
By: Vincent S. Long  
Its County Administrator

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

Approved as to Form:  
Leon County Attorney's Office

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Herbert W. A. Thiele, Esq.

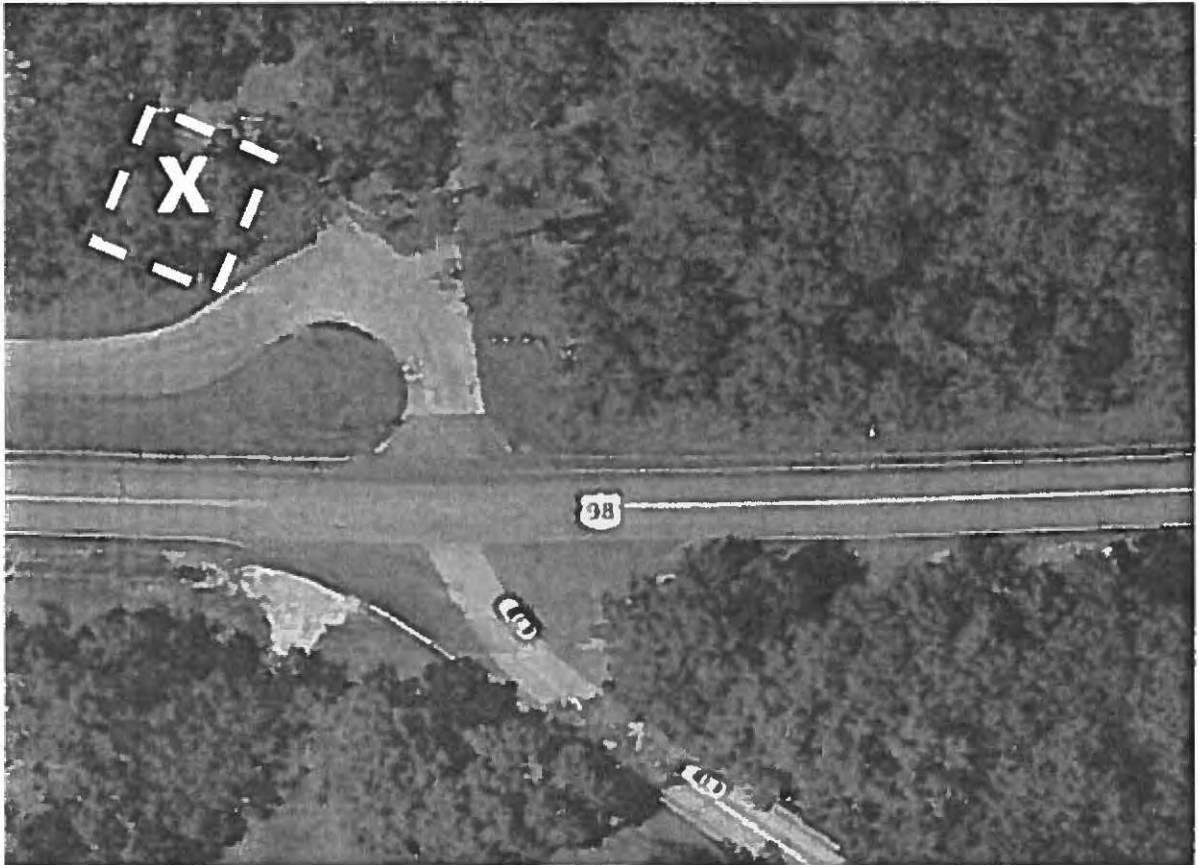
**Composite Exhibit "A"**


**Licensed Area**

**Wakulla County**

**Newport County Park/St. Marks River  
Wakulla County Welcome Center  
Mashes Sands Boat Ramp**

Owner: Wakulla County  
County: Wakulla  
Parcel No.: 25-3S-01E-000-05423-000  
Site: Newport Co. Park/St. Marks River  
Address: US-98



**X** - Approximate Location of Participant Improvements  
 Boundary of Licensed Area

AI



Owner: Wakulla County  
County: Wakulla  
Parcel No.: 24-5S-02W-000-02973-003  
Site: Wakulla County Welcome Ctr.  
Address: US-98



X - Approximate Location of Participant Improvements  
□ Boundary of Licensed Area

Owner: Wakulla County  
County: Wakulla  
Parcel No.: 09-6S-01W-000-04864-001  
Site: Mashes Sands Boat Ramp  
Address: Mashes Sands Rd.



X - Approximate Location of Participant Improvements  
□ Boundary of Licensed Area

A3

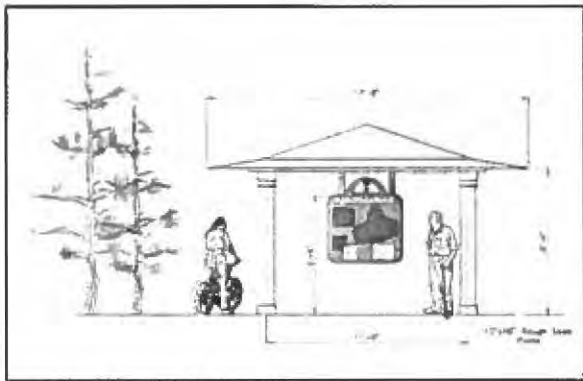
**Composite Exhibit "B"**  
**Participant Improvements**

**Wakulla County**

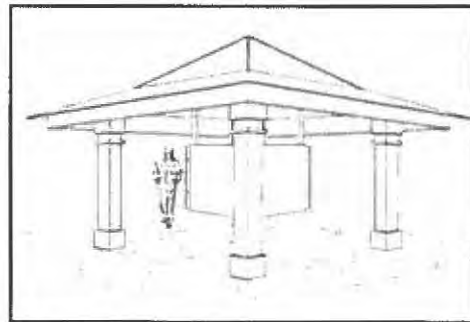
**Newport County Park/St. Marks River**  
**Wakulla County Welcome Center**  
**Mashes Sands Boat Ramp**

Owner: Wakulla County  
County: Wakulla  
Parcel No.: 25-3S-01E-000-05423-000  
Site: Newport Co. Park/St. Marks River  
Address: US-98

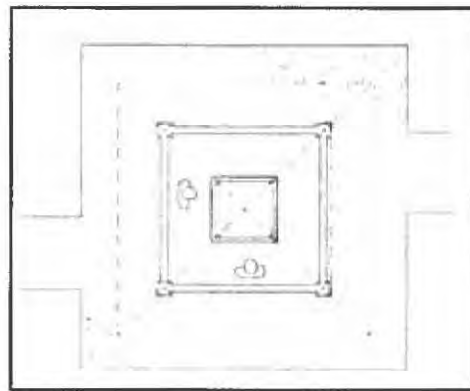
### Primary Portal Kiosk and Sign



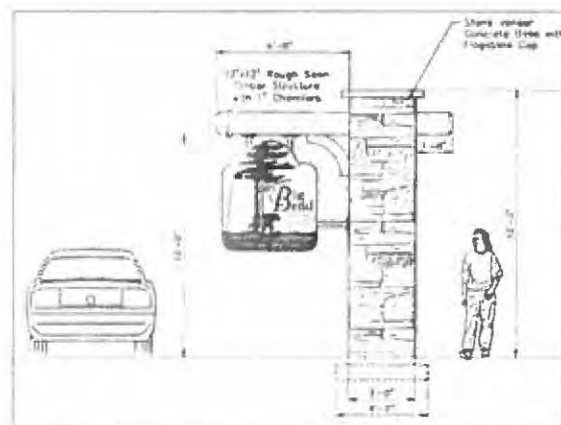
Primary Portal Kiosk - Forest Trail



Perspective View



Plan View

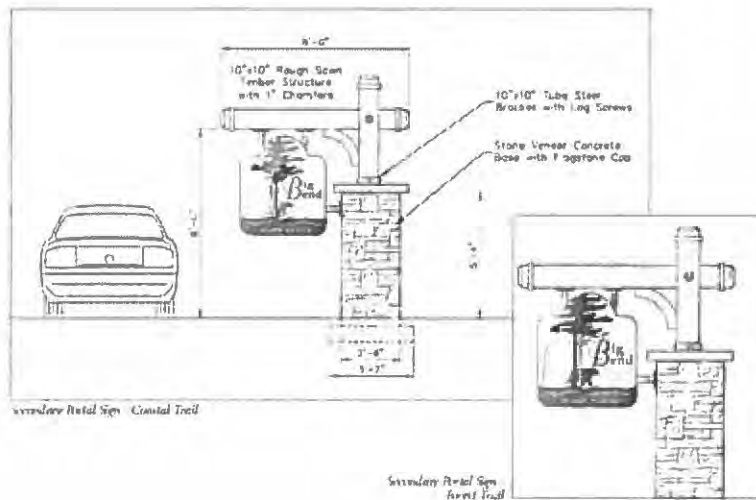
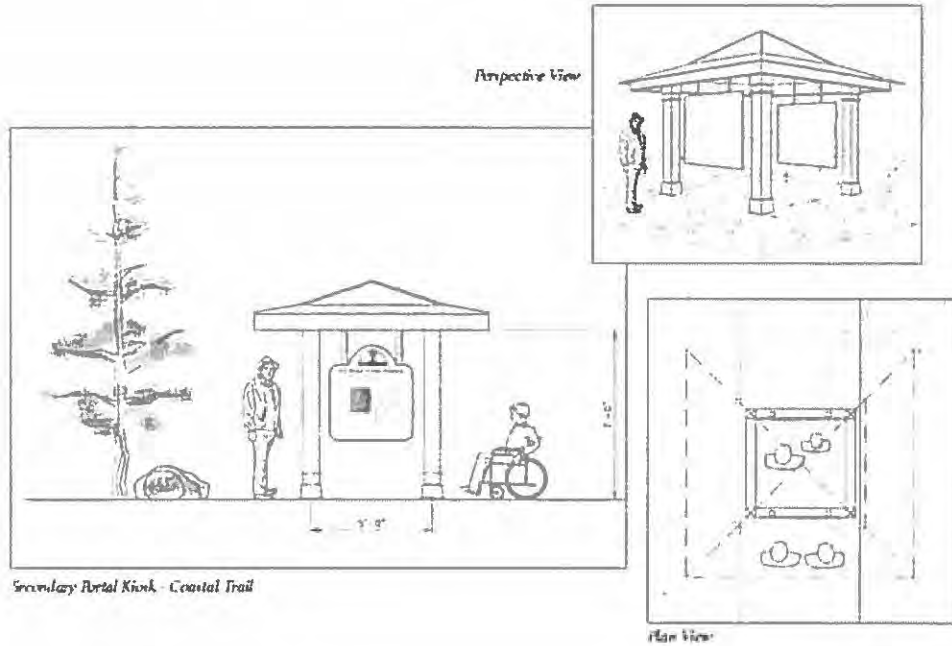


Primary Retail Sign - Forest Trail

B1

Owner: Wakulla County  
County: Wakulla  
Parcel No.: 24-5S-02W-000-02973-003  
Site: Wakulla County Welcome Ctr.  
Address: US-98

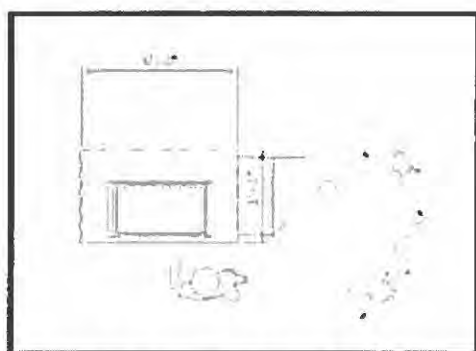
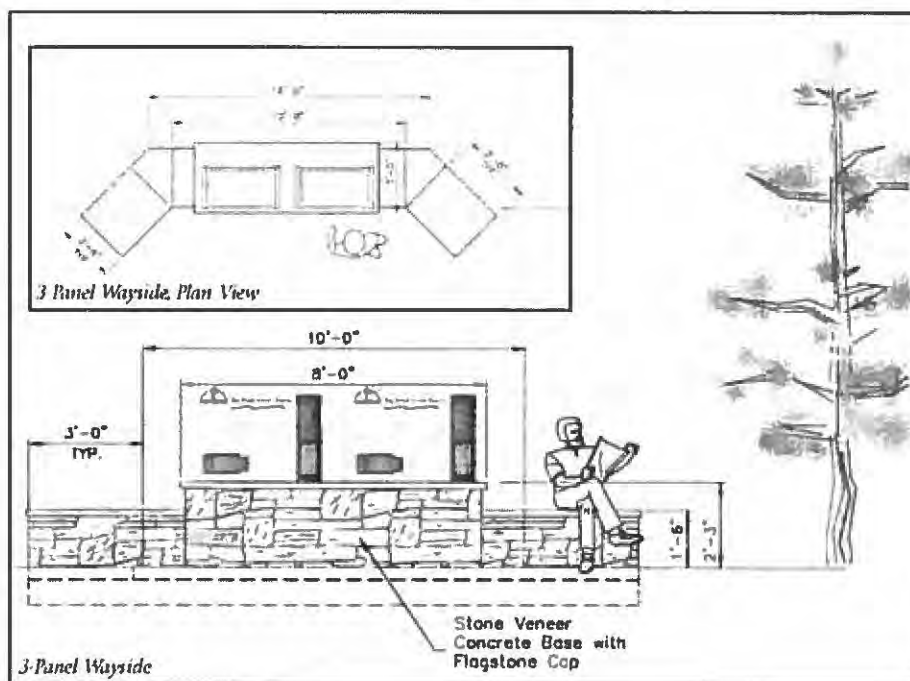
### Secondary Portal Kiosk and Sign



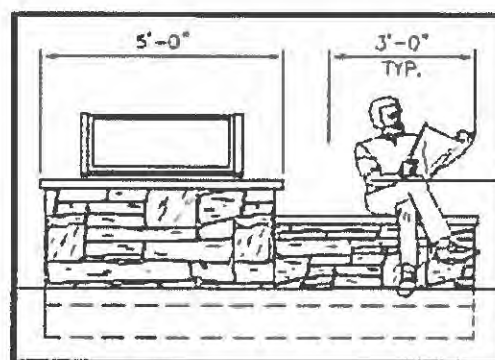
B2

Owner: Wakulla County  
County: Wakulla  
Parcel No.: 09-6S-01W-000-04864-001  
Site: Mashes Sands Boat Ramp  
Address: Mashes Sands Rd.

### Wayside Exhibit



1-Panel Wayside, Plan View



1-Panel Wayside

B3

# BBSB Participation & License Agreement

## Florida Forestry Service Sites

Prepared by:  
Herbert W. A. Thiele, Esq.  
Leon County Attorney's Office  
Leon County Courthouse  
301 S. Monroe St., Suite 202  
Tallahassee, Florida 32301

Wakulla  
Parcel ID: 12-3S-01W-000-04374-000

Leon  
Parcel ID: 2336200030000  
Parcel ID: 4416209030000

Franklin  
Parcel ID: Fire Tower on US-319 (as Lessee); no Parcel ID  
Parcel ID: 13-08S-06W-0000-0020-0000  
Parcel ID: 36-07S-07W-0000-0030-0000  
Parcel ID: 25-07S-06W-0000-0010-0000

**PARTICIPATION AND LICENSE AGREEMENT FOR**  
**BIG BEND SCENIC BYWAY IMPROVEMENTS**  
**(Florida Forest Service Sites)**

THIS PARTICIPATION AND LICENSE AGREEMENT (the or this "Agreement") is made and entered into the date upon which the last of the parties signs the Agreement ("Effective Date"), by and between **FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, FLORIDA FOREST SERVICE**, whose mailing address is 3125 Conner Boulevard, Tallahassee, FL 32399-1650, hereinafter referred to as "Participant," and **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose post office address is Leon County Office of Financial Stewardship, Attention: Grants Coordinator, 301 South Monroe St., Tallahassee, FL 32301, hereinafter referred to as "Facilitator."

**WITNESSETH:**

WHEREAS, Participant is the owner of that certain parcel of real property located in Wakulla County, Florida, and identified by the Wakulla County Property Appraiser as Parcel ID 12-3S-01W-000-04374-000, together with those certain parcels of real property located in Leon County, Florida, and identified by the Leon County Property Appraiser as Parcel ID's 2336200030000 and 4416209030000, and those certain parcels of real property located in Franklin County, Florida, and identified by the Franklin County Property Appraiser as Parcel ID's 13-08S-06W-0000-0020-0000; 36-07S-07W-0000-0030-0000; and 25-07S-06W-0000-0010-0000; and

WHEREAS, Participant, by virtue of that certain Lease Agreement entered into on [ENTER DATE OF LEASE] between Participant and [ENTER NAME OF LESSOR], is the long-term lessee of that certain parcel of real property located in Franklin County, Florida, on U.S. Highway 319 with an unidentifiable Parcel ID number but commonly known as the Fire Tower on US-319; and

WHEREAS, the three parcels identified hereinabove as Parcel ID's 13-08S-06W-0000-0020-0000, 36-07S-07W-0000-0030-0000, and 25-07S-06W-0000-0010-0000, together with the parcel known as Fire Tower on US-319 (hereinafter referred to collectively as the "Subject Property"), are adjacent to the 220-mile Florida Scenic Highway known as the Big Bend Scenic Byway (hereinafter referred to as the "Byway"); and

WHEREAS, in May 2006, the Corridor Management Entity (the "CME") was established to serve as the caretaker of the Byway and to take the lead in monitoring and implementing the 2007 Corridor Management Plan (the "CMP") adopted for the Byway; and

WHEREAS, the CME worked in conjunction with the U.S. Department of Agriculture Forest Service to prepare a plan designed to implement the goals and objectives of the CMP and contain the



design guidelines and prototypes to be used by contractors and fabricators to construct the improvements along the Byway (the "Byway Improvements"), with such plan finalized and approved by the CME on March 4, 2010 as the Big Bend Scenic Byway Interpretive and Wayshowing Plan which, by this reference, is hereby incorporated as part of this Agreement (the "Interpretive and Wayshowing Plan"); and

WHEREAS, in order to implement the construction, fabrication, and installation of the Byway Improvements, a study was completed in June 2011 by Diane Delaney and Pamela Portwood, on behalf of the CME, entitled Implementation Study of the Big Bend Scenic Byway Roadside Interpretation Plan which, by this reference, is also hereby incorporated as part of this Agreement (the "Implementation Study"); and

WHEREAS, the CME was awarded a federal grant (the "Grant") managed through the Florida Department of Transportation to fund the final design and construction of Byway Improvements as shown and implemented in the Interpretive and Wayshowing Plan and Implementation Study, respectively; and

WHEREAS, Facilitator is the Agency responsible for implementing and managing the Grant funding for the Byway, and for directing and managing the final design and construction of the Byway Improvements; and

WHEREAS, the Grant requires Facilitator to provide match funding in an amount equal to 20% of the Grant amount; and

WHEREAS, Participant, as a member of the CME, wishes to participate in accomplishing the goals and objectives of the CMP to enhance and improve to the Byway by permitting a certain number of the Byway Improvements to be constructed on the Subject Property and by providing a portion of the match funding for the Grant in the form of cash, materials, and/or labor (the "Match Funding"); and

WHEREAS, Participant and Facilitator wish to establish with this Agreement the manner in which Facilitator will be permitted to utilize a portion of the Subject Property for the construction of the Byway Improvements, and which Participant will contribute Match Funding for such construction.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Participant and Facilitator agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated into the terms of this Agreement.

2. Grant of License; Licensed Area Defined. Participant hereby licenses to Facilitator, its employees, contractors, agents, successors, and assigns, in accordance with the terms and conditions set forth in this Agreement, that certain area of the Subject Property adjacent to the Byway as depicted in Exhibit "A" attached hereto and incorporated herein by this reference (the "Licensed Area"). With regard to the Licensed Area, Participant and Facilitator acknowledge and agree to the following:

a. Not Real Property. This Agreement constitutes a license for the use of the Licensed Area and does not grant any permanent possessory interest in real property, nor shall this Agreement be construed as conveying any real property interest in the Licensed Area.

b. Term of License. The term of this license shall commence on the Effective Date of this Agreement and shall continue thereafter until the latest date of expiration of the warranty periods for any of the Participant Improvements constructed and lying within the Licensed Area. The expiration date of this license may be extended upon written agreement of the parties.

c. Approximate Boundaries. The boundaries of the Licensed Area as depicted herein are intended to be an approximation and are not to scale. As such, to the extent the Licensed Area encroaches on to abutting property not owned by Participant, the boundaries of the Licensed Area shall be deemed to be the nearest actual boundary of the Subject Property.

d. No License Fee. The mutual covenants and conditions contained in this Agreement represent sufficient consideration for this Agreement and, as such, Facilitator shall not be required to pay a fee for the license of the Licensed Area.

e. License Revocable. The license granted herein shall be revocable by Participant in accordance with the terms set forth in paragraph 10 below; provided, however, that such revocation of the license shall have no force and effect on the remaining rights and obligations of Participant and Facilitator that do not necessarily rely upon the existence of the license, and such remaining rights and obligations shall survive a revocation of the license granted herein.

3. Permitted Use. The use of the Licensed Area by Facilitator, its employees, contractors, agents, successors, and assigns shall be limited to only the following activities:

a. Construction of the Participant Improvements (as that term is defined in paragraph 4 below);

b. Ingress and egress of vehicles and equipment as needed to construct the Participant Improvements; and

c. Temporary storage and staging of equipment and materials as needed to construct the Participant Improvements.

4. Participant Improvements; Ownership. For purposes of this Agreement, the term "Participant Improvements" shall refer to those Byway Improvements to be constructed on the Subject Property as depicted in Exhibit "B" attached hereto and incorporated herein by this reference. With regard to the Participant Improvements, Participant and Facilitator acknowledge and agree to the following:

a. The Participant Improvements as depicted herein are artist renderings as contained in the Interpretive and Wayshowing Plan and Implementation Study, and are only intended to represent the design guidelines and prototypes of the Byway Improvements. As such, the final design of the Participant Improvements may vary from those depicted in Exhibit "B."

b. The installation of all tertiary signs, as identified and shown in the Interpretive and Wayshowing Plan and Implementation Study, has been completed as of the Effective Date of this Agreement and, as such, will not be considered as part of the Participant Improvements.

c. The installation of any and all site approach markers, as identified and shown in the Interpretive and Wayshowing Plan and Implementation Study, will require further coordination between Facilitator and the Florida Department of Transportation ("FDOT") to allow for such installation to occur within the FDOT right-of-way. Therefore, such installation will be addressed as part of a separate agreement and will not be considered as part of the Participant Improvements.

d. Facilitator's role is merely to facilitate the design and construction of the Participant Improvements by acting as the Agency responsible for implementing and managing the Grant funding for the Byway. Facilitator shall at no time assume any ownership rights or responsibilities of the Participant Improvements. As such, any and all ownership rights and responsibilities associated with the Participant Improvements shall, at all times, be that of Participant. This subparagraph shall survive the termination or expiration of the term of the license for the Licensed Area.

5. Match Funding. In lieu of contributing cash, Participant shall contribute in-kind Match Funding consisting of materials and labor having an equivalent cash value in the amount of Twenty-Seven Thousand Seven Hundred Twenty and 00/100 Dollars (\$27,720.00). Such in-kind Match Funding shall include, but not be limited to, the types and quantities of material and labor as set forth in Exhibit "C" attached hereto and incorporated herein by this reference, and shall be provided as directed by Facilitator, at Facilitator's discretion, in order to best accommodate the construction of the Participant Improvements..

6. Permitting of Participant Improvements; Further Assurance and Cooperation. To the extent Participant is a jurisdictional permitting authority involved in the permitting for the construction of the Participant Improvements, Participant shall make reasonable efforts to seek a waiver of any of its permitting fees required for such construction. Furthermore, Participant acknowledges and agrees that, in order to assure the timely construction of the Participant Improvements with no interruption or delay, Participant shall cooperate with Facilitator in the permitting process by executing, upon request, any and all documents as required by the various permitting authorities involved in such construction.

7. Repair, Replacement, and Maintenance of Participant Improvements; Contractor Warranties. The maintenance, repair, and replacement of the Participant Improvements, whether required during or after construction thereof, shall be the responsibility of Participant at Participant's expense. Any such repairs and replacements that are covered under any warranty or guaranty provided by Facilitator's contractors shall be coordinated through Facilitator. Upon receipt of a written request from Participant for such warranty repairs, Facilitator shall, no later than five business days after such receipt, notify its contractor of Participant's warranty repair request.

8. Compliance with Laws, Regulations, and Other Legal Requirements. With regard to the use of the Licensed Area, Facilitator shall comply with all applicable federal, state, and local laws, regulations, and standards including, but not limited to, any applicable laws related to environmental protection or public health and safety, as well as those relating to the operation and maintenance of any equipment or personal property on, or in, the Licensed Area.

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a. Facilitator shall deliver written notice to Participant of Facilitator's intent to terminate; provided, however, such termination shall not be effective until three (3) business days after Participant's receipt of written notice of Facilitator's intent to terminate.

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10. Termination by Participant. The license granted herein may be revoked by Participant for any reason. However, with regard to the remaining provisions of this Agreement that survive such revocation in accordance with paragraph 2 above, Participant may terminate such remaining provisions for any reason, subject to the satisfaction of the following conditions:

a. Participant shall deliver written notice to Facilitator of Participant's intent to terminate; provided, however, such termination shall not be effective until two (2) business days after Facilitator's receipt of written notice of Participant's intent to terminate, unless Participant has given Facilitator the opportunity to take corrective action pursuant to paragraph 11 below.

b. With regard to any of the Participant Improvements that have been partially constructed within the Licensed Area, Facilitator's obligation to complete such Participant Improvements shall be deemed released and waived as of the date of Participant's termination and, with regard to Participant's Match Funding to have been delivered in accordance with paragraph 5 above,

Participant shall not be entitled to reimbursement of any such Match Funding delivered as of the date of Participant's termination.

c. Participant shall defend and hold Facilitator harmless from any and all loss or damages claimed against Facilitator by its contractors for any breach of contract resulting from Participant's termination.

11. Facilitator's Opportunity to Take Corrective Action. Prior to the Participant's termination of this Agreement, Participant shall provide to Facilitator written notice setting forth the reason for such termination and a reasonable period of time, not to exceed five (5) business days, within which Facilitator may complete any corrective action deemed necessary by Participant to prevent such termination.

12. Delivery of Notices. Any written notice required or permitted to be delivered by the terms and conditions of this Agreement shall be delivered by hand delivery or guaranteed overnight delivery service.

a. Notices to Participant shall be delivered to the address specified in the introductory paragraph of this Agreement or as specified in any change of address provided by Participant in accordance with the terms herein.

b. Notices to Facilitator shall be delivered to:

Leon County Public Works Department  
Attention: Director of Engineering Services  
2280 Miccosukee Road  
Tallahassee, FL 32308

With a copy delivered to:

Herbert W. A. Thiele, Esq.  
Leon County Attorney's Office  
301 S. Monroe Street, Suite 202  
Leon County Courthouse  
Tallahassee, FL 32301

c. All notices shall be effective upon delivery or attempted delivery during regular business hours. Either party may change its notice address upon written notice to the other party, given in accordance herewith by an authorized officer, partner, or principal.

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15. Florida Law. This Agreement shall be governed by the laws of the State of Florida. Venue for any legal proceeding arising from this Agreement shall be the 2<sup>nd</sup> Judicial Circuit in and for Leon County, Florida unless otherwise agreed upon by the parties.

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17. Incorporation of Prior Agreements; Modifications. This Agreement is the only effective agreement between the parties pertaining to the participation in the construction of the Byway Improvements, the provision of Match Funding, and the use of the Licensed Area, and no other agreements either oral or otherwise are effective unless embodied herein. All amendments to this Agreement shall be in writing and signed by all parties. Any other attempted amendment shall be void.

IN WITNESS WHEREOF, Facilitator and Participant have caused this Agreement to be duly executed as of the date first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

**FLORIDA DEPARTMENT OF AGRICULTURE  
AND CONSUMER SERVICES, FLORIDA  
FOREST SERVICE**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Name: \_\_\_\_\_

Its: \_\_\_\_\_  
(Print Title)

Date: \_\_\_\_\_

**LEON COUNTY, FLORIDA**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
By: Vincent S. Long  
Its County Administrator

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

Approved as to Form:  
Leon County Attorney's Office

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Herbert W. A. Thiele, Esq.

**Composite Exhibit "A"**  
**Licensed Area**

**Florida Department of Agriculture and Consumer Services, Florida Forest Service**

**Wakulla State Forest**  
**Fort Braden Trailhead (to the west of Geddie Road)**  
**Lone Star Road Entrance**  
**Fire Tower on US-319**  
**US-98 (US-319) and John Allen Road**  
**Fire Tower on SR-65**  
**Dwarf Cypress Boardwalk (*SEE NOTE ON PAGE A7 BELOW*)**

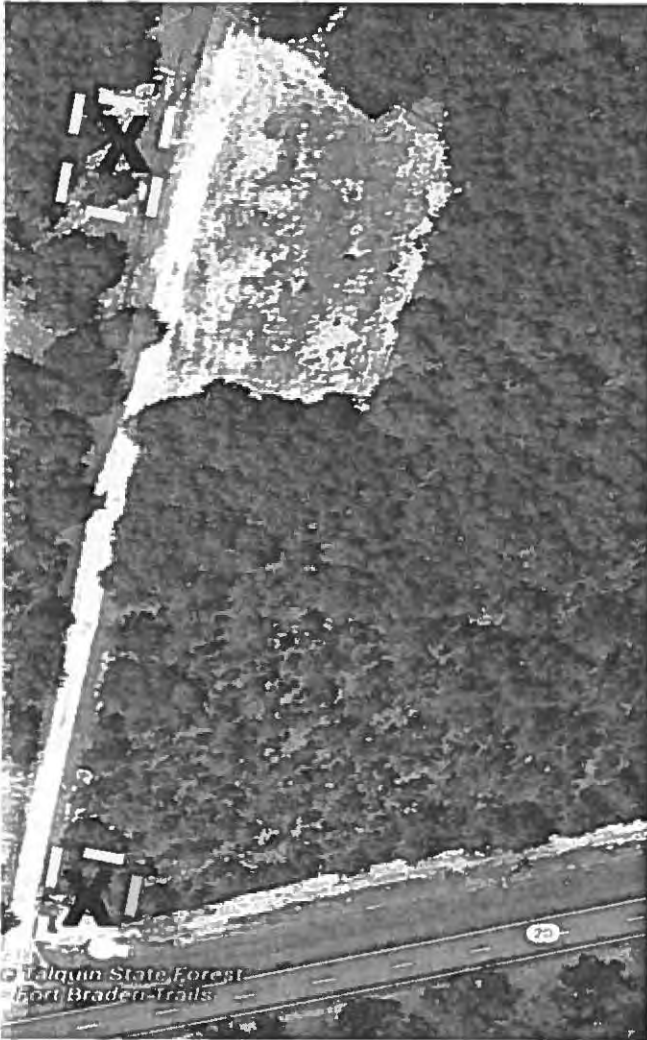
Owner: Fla. Dept. of Ag. and Consumer Svs., Fla. Forest Svc.  
County: Wakulla  
Parcel No.: 12-3S-01W-000-04374-000  
Site: Wakulla State Forest  
Address: Bloxham Cutoff Road (SR-267)



X - Approximate Location of Participant Improvements  
□ - Boundary of Licensed Area

A1

Owner: Fla. Dept. of Ag. and Consumer Svs., Fla. Forest Svc.  
County: Leon  
Tax ID. No.: 2336200030000  
Site: Fort Braden Trailhead (to the west of Geddie Road)  
Address: Blountstown Highway (SR-20)



X - Approximate Location of Participant Improvements  
□ - Boundary of Licensed Area

A2



Owner: Fla. Dept. of Ag. and Consumer Svs., Fla. Forest Svc.  
County: Leon  
Tax ID. No.: 4416209030000  
Site: Lone Star Road Entrance  
Address: Junction of SR 20 and CR 375 (Lone Star Road)



X - Approximate Location of Participant Improvements  
□ Boundary of Licensed Area

Owner: Fla. Dept. of Ag. and Consumer Svs., Fla. Forest Svc. (as Lessee)  
County: Franklin  
Parcel No.: N/A; no Parcel ID  
Site: Fire Tower on US-319  
Address: US-319



X - Approximate Location of Participant Improvements  
□ - Boundary of Licensed Area

Owner: Fla. Dept. of Ag. and Consumer Svs., Fla. Forest Svc.  
County: Franklin  
Parcel No.: 13-08S-06W-0000-0020-0000  
Site: US-98 (US-319) and John Allen Road  
Address: US-98 (US-319)



X - Approximate Location of Participant Improvements  
□ - Boundary of Licensed Area

A5

Owner: Fla. Dept. of Ag. and Consumer Svs., Fla. Forest Svc.  
County: Franklin  
Parcel No.: 36-07S-07W-0000-0030-0000  
Site: Fire Tower on SR-65  
Address: SR-65



X - Approximate Location of Participant Improvements  
□ Boundary of Licensed Area

Owner: Fla. Dept. of Ag. and Consumer Svs., Fla. Forest Svc.  
County: Franklin  
Parcel No.: 25-07S-06W-0000-0010-0000  
Site: Dwarf Cypress Boardwalk (*LICENSED AREA DOES NOT INCLUDE THIS SITE*)  
Address: SR-65



X - Approximate Location of Participant Improvements

**NOTE: THE LICENSED AREA DOES NOT INCLUDE THIS SITE.** Participant Improvements will be constructed at this site by Participant upon delivery of materials by Facilitator and, as such, no license is needed by Facilitator at this site. This site is included only to depict the approximate location of the Participant Improvements.

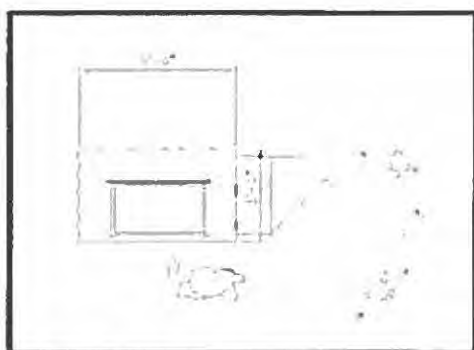
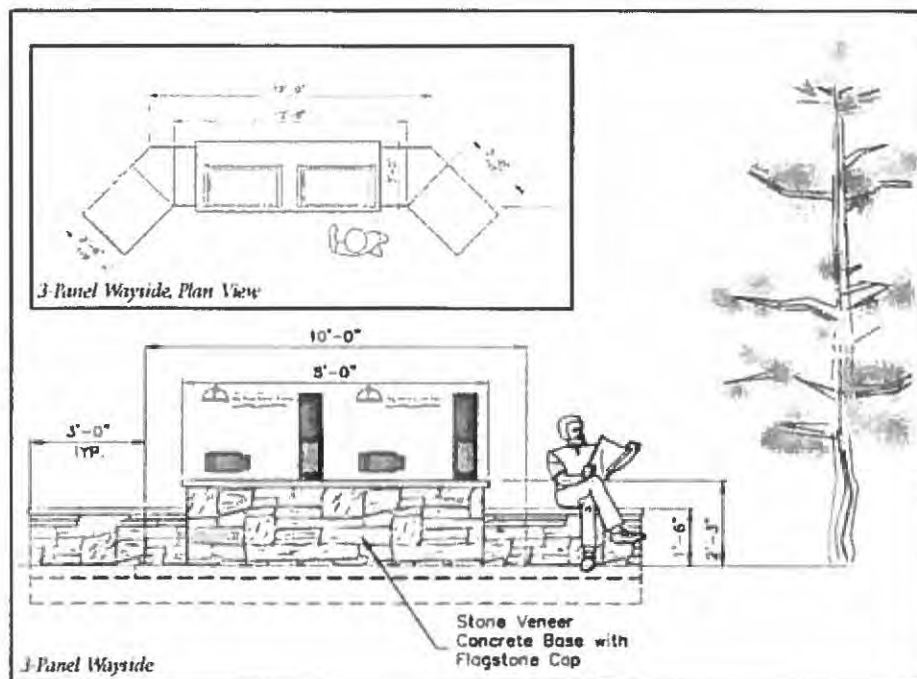
**Composite Exhibit "B"**  
**Participant Improvements**

**Florida Department of Agriculture and Consumer Services, Florida Forest Service**

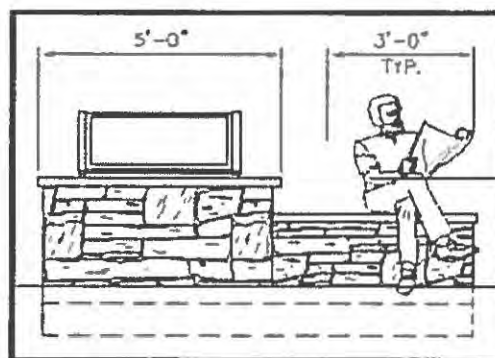
Wakulla State Forest  
Fort Braden Trailhead (to the west of Geddie Road)  
Lone Star Road Entrance  
Fire Tower on US-319  
US-98 (US-319) and John Allen Road  
Fire Tower on SR-65  
Dwarf Cypress Boardwalk (*SEE NOTE ON PAGE B7 BELOW*)

Owner: Fla. Dept. of Ag. and Consumer Svs., Fla. Forest Svc.  
County: Wakulla  
Parcel No.: 12-3S-01W-000-04374-000  
Site: Wakulla State Forest  
Address: Bloxham Cutoff Road (SR-267)

### Wayside Exhibit



*1-Panel Wayside, Plan View*

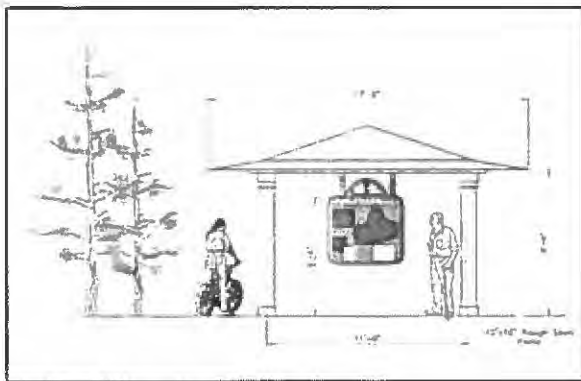


*1-Panel Wayside*

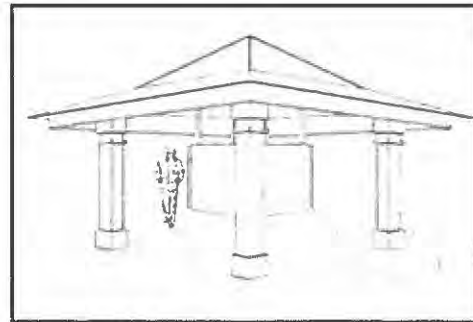
B1

Owner: Fla. Dept. of Ag. and Consumer Svs., Fla. Forest Svc.  
County: Leon  
Tax ID. No.: 2336200030000  
Site: Fort Braden Trailhead (to the west of Geddie Road)  
Address: Blountstown Highway (SR-20)

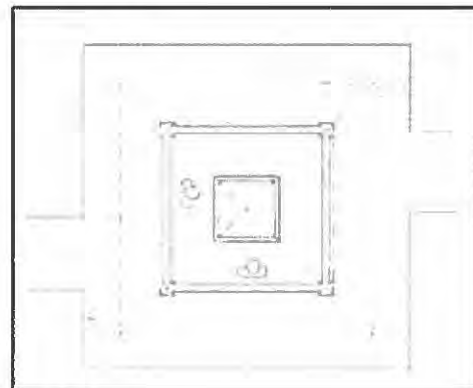
### Primary Portal Kiosk and Sign



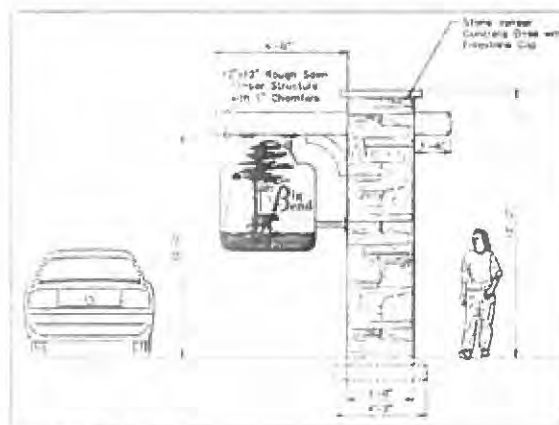
Primary Portal Kiosk - Forest Trail



Perspective View



Plan View



Primary Portal Sign - Forest Trail

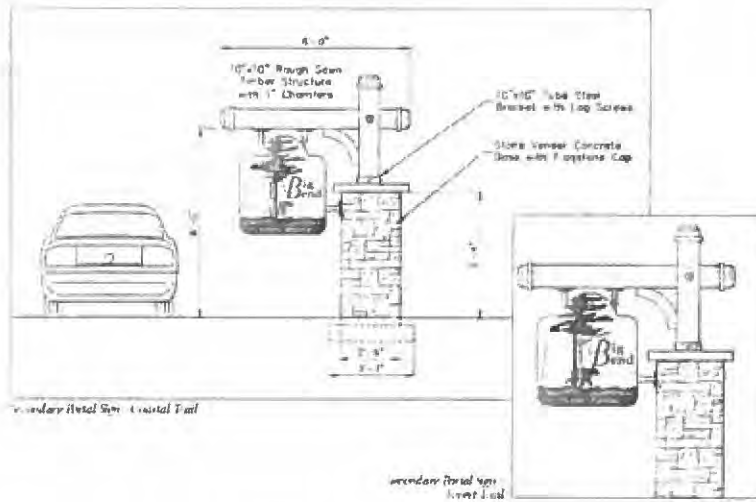
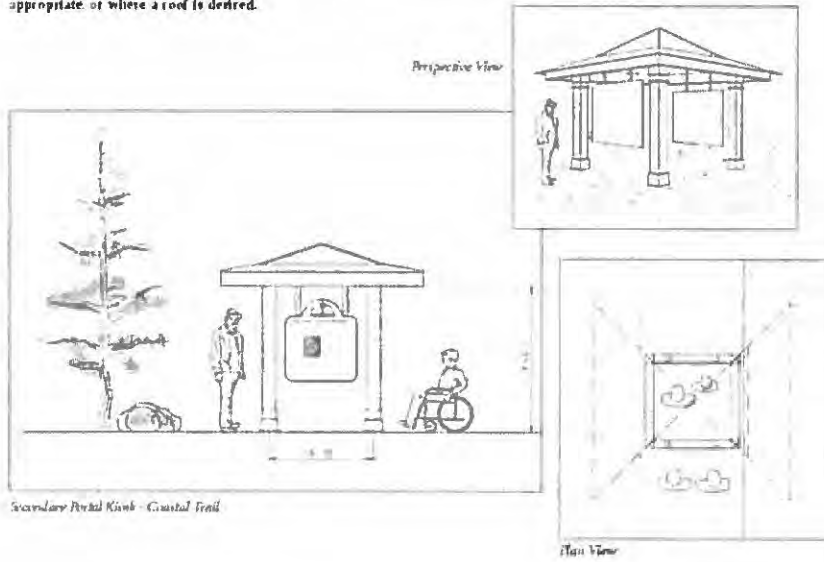
B2



Owner: Fla. Dept. of Ag. and Consumer Svs., Fla. Forest Svc.  
County: Leon  
Tax ID. No.: 4416209030000  
Site: Lone Star Road Entrance  
Address: Junction of SR-20 and CR-375 (Lone Star Road)

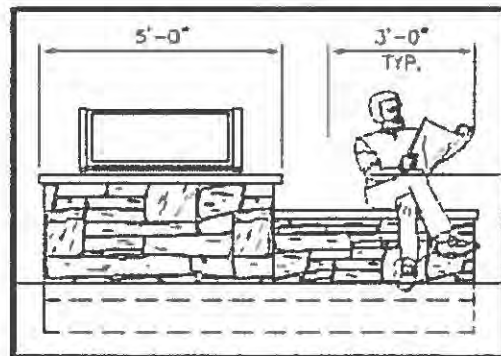
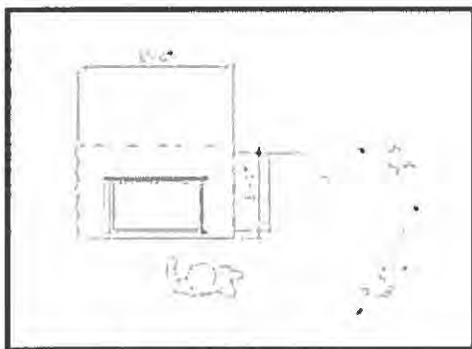
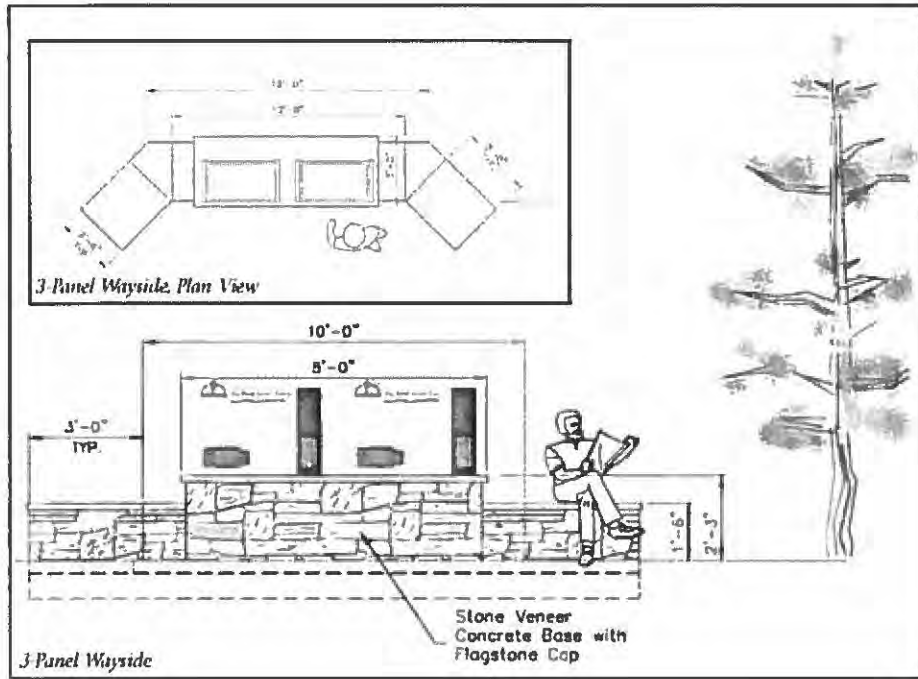
### Secondary Portal Kiosk and Sign

appropriate or where a road is desired.



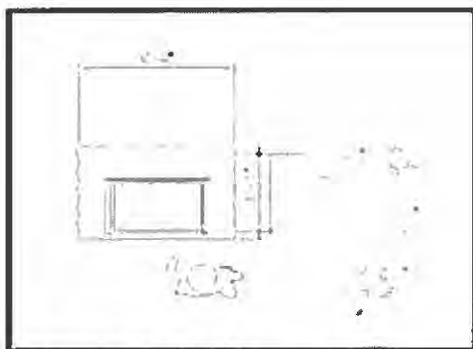
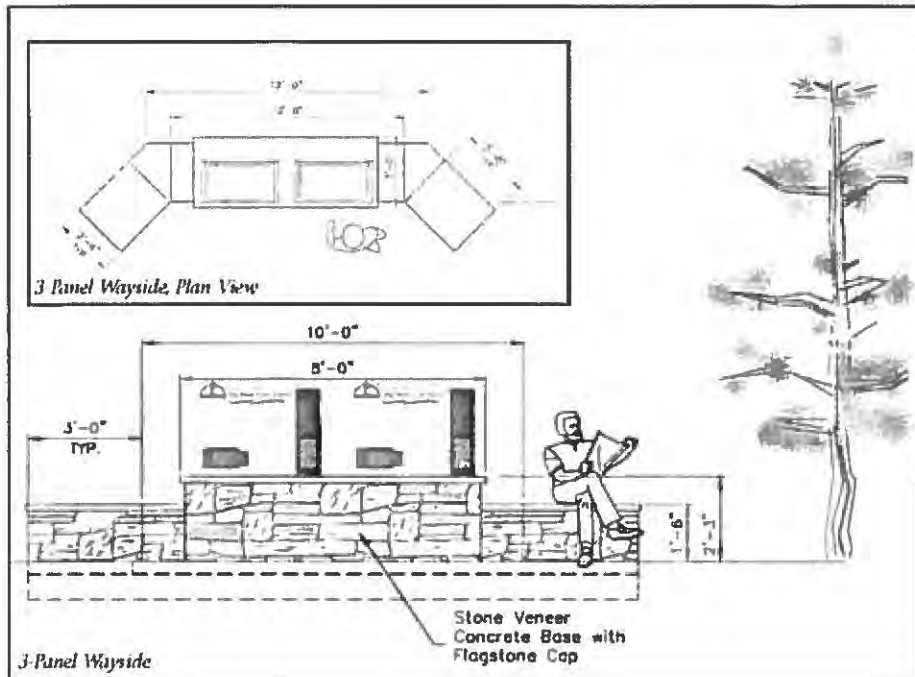
Owner: Fla. Dept. of Ag. and Consumer Svs., Fla. Forest Svc. (as Lessee)  
County: Franklin  
Parcel No.: N/A; no Parcel ID  
Site: Fire Tower on US-319  
Address: US-319

### Wayside Exhibit

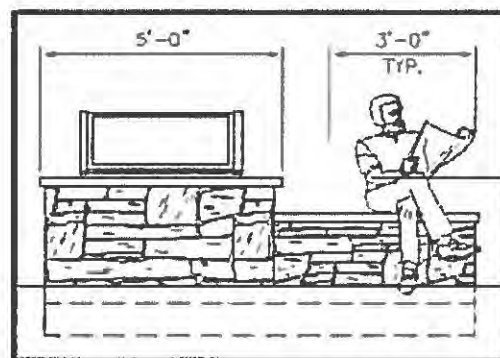


Owner: Fla. Dept. of Ag. and Consumer Svs., Fla. Forest Svc.  
County: Franklin  
Parcel No.: 13-08S-06W-0000-0020-0000  
Site: US-98 (US-319) and John Allen Road  
Address: US-98 (US-319)

### Wayside Exhibit

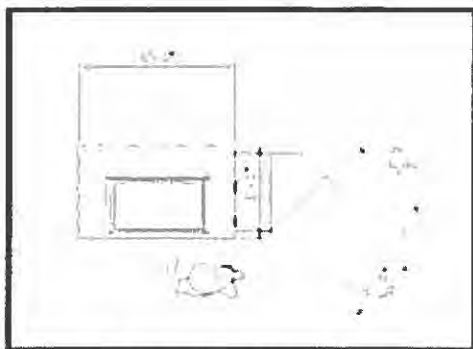
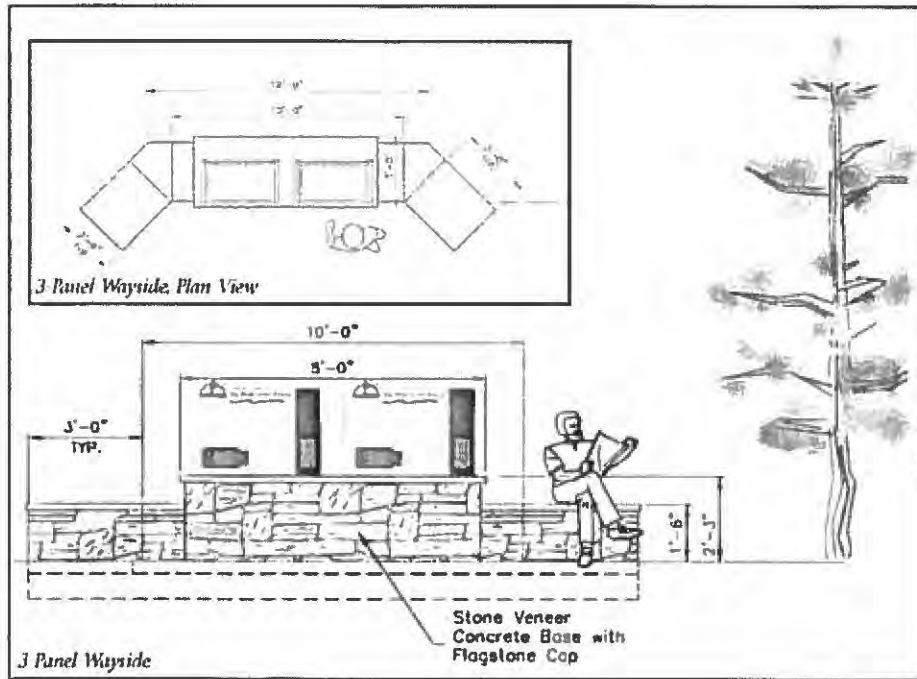


*1-Panel Wayside, Plan View*

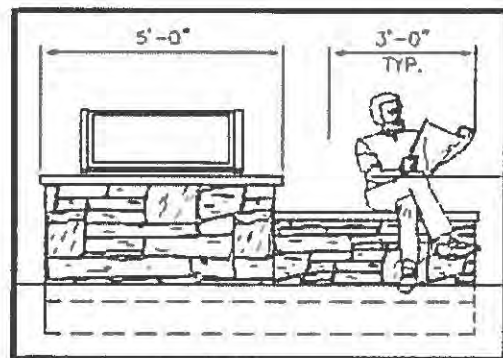


Owner: Fla. Dept. of Ag. and Consumer Svs., Fla. Forest Svc.  
County: Franklin  
Parcel No.: 36-07S-07W-0000-0030-0000  
Site: Fire Tower on SR-65  
Address: SR-65

### Wayside Exhibit



1-Panel Wayside, Plan View



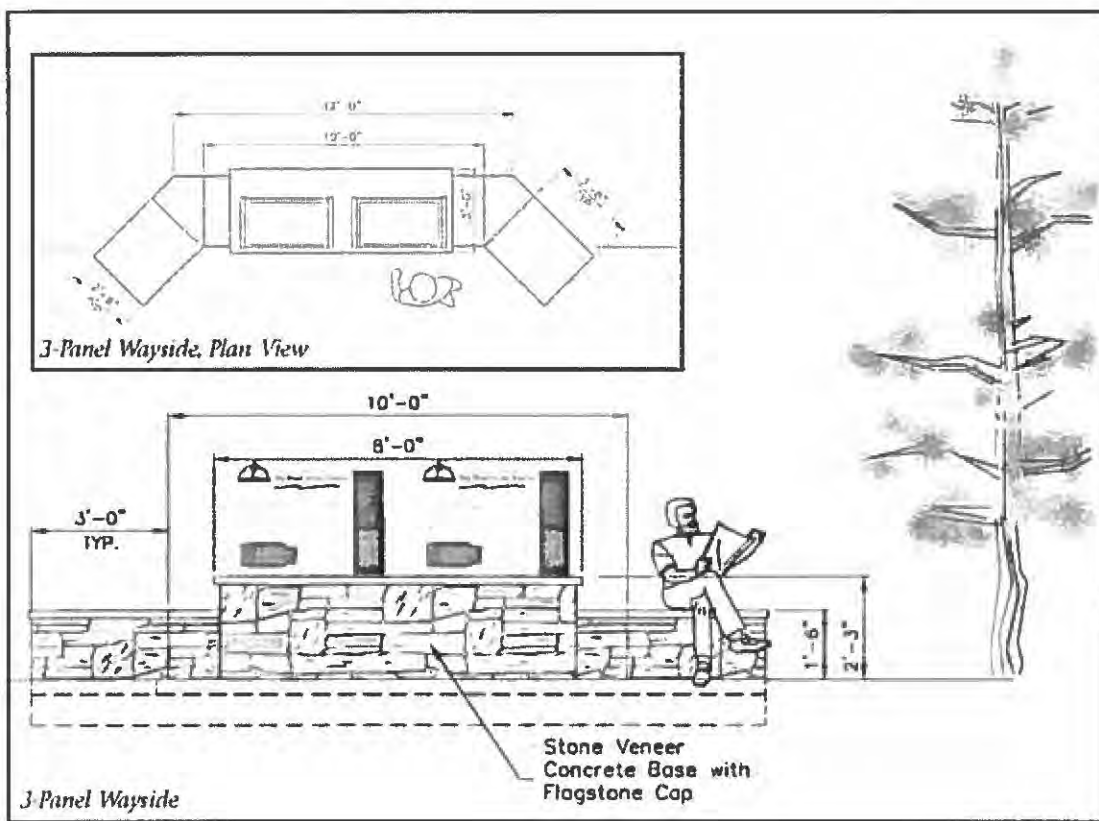
1-Panel Wayside

B6

Owner: Fla. Dept. of Ag. and Consumer Svs., Fla. Forest Svc.  
County: Franklin  
Parcel No.: 25-07S-06W-0000-0010-0000  
Site: Dwarf Cypress Boardwalk  
Address: SR-65

### Wayside Exhibit – Panels Only

**NOTE:** The Participant Improvements for this site will include only the panels as described in the Interpretive and Wayshowing Plan and the Implementation Study and generally depicted below. The panels are to be provided by Facilitator and are to be installed on-site by Participant at Participant's expense.



**Exhibit "C"**  
**In-Kind Match Funding**  
**Materials and Labor**

***PARTICIPANT TO PROVIDE LIST OF MATERIALS AND LABOR  
IN SPECIFIED TYPES AND QUANTITIES***

CI

# BBSB Participation & License Agreement

## Florida DEP Sites



Prepared by:  
Herbert W. A. Thiele, Esq.  
Leon County Attorney's Office  
Leon County Courthouse  
301 S. Monroe St., Suite 202  
Tallahassee, Florida 32301

Franklin County  
Parcel ID: 31-08S-06W-0000-2430-0000

**PARTICIPATION AND LICENSE AGREEMENT FOR**  
**BIG BEND SCENIC BYWAY IMPROVEMENTS**  
**(Florida DEP Site)**

THIS PARTICIPATION AND LICENSE AGREEMENT (the or this "Agreement") is made and entered into the date upon which the last of the parties signs the Agreement ("Effective Date"), by and between **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, whose mailing address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Blvd., Mail Station 100, Tallahassee, FL 32399-3000, hereinafter referred to as "Participant," and **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose post office address is Leon County Office of Financial Stewardship, Attention: Grants Coordinator, 301 South Monroe St., Tallahassee, FL 32301, hereinafter referred to as "Facilitator."

**WITNESSETH:**

WHEREAS, Participant is the owner of that certain parcel of real property located on Millender Road, Franklin County, Florida, and identified by the Franklin County Property Appraiser as Parcel ID 31-08S-06W-0000-2430-0000 (the "Subject Property"); and

WHEREAS, the Subject Property is adjacent to the 220-mile Florida Scenic Highway known as the Big Bend Scenic Byway (hereinafter referred to as the "Byway"); and

WHEREAS, in May 2006, the Corridor Management Entity (the "CME") was established to serve as the caretaker of the Byway and to take the lead in monitoring and implementing the 2007 Corridor Management Plan (the "CMP") adopted for the Byway; and

WHEREAS, the CME worked in conjunction with the U.S. Department of Agriculture Forest Service to prepare a plan designed to implement the goals and objectives of the CMP and contain the design guidelines and prototypes to be used by contractors and fabricators to construct the improvements along the Byway (the "Byway Improvements"), with such plan finalized and approved by the CME on March 4, 2010 as the Big Bend Scenic Byway Interpretive and Wayshowing Plan which, by this reference, is hereby incorporated as part of this Agreement (the "Interpretive and Wayshowing Plan"); and

WHEREAS, in order to implement the construction, fabrication, and installation of the Byway Improvements, a study was completed in June 2011 by Diane Delaney and Pamela Portwood, on behalf of the CME, entitled Implementation Study of the Big Bend Scenic Byway Roadside Interpretation Plan which, by this reference, is also hereby incorporated as part of this Agreement (the "Implementation Study"); and

WHEREAS, the CME was awarded a federal grant (the "Grant") managed through the Florida Department of Transportation to fund the final design and construction of Byway Improvements as shown and implemented in the Interpretive and Wayshowing Plan and Implementation Study, respectively; and

WHEREAS, Facilitator is the Agency responsible for implementing and managing the Grant funding for the Byway, and for directing and managing the final design and construction of the Byway Improvements; and

WHEREAS, Participant, as a member of the CME, wishes to participate in accomplishing the goals and objectives of the CMP to enhance and improve to the Byway by permitting a certain number of the Byway Improvements to be constructed on the Subject Property; and

WHEREAS, Participant and Facilitator wish to establish with this Agreement the manner in which Facilitator will be permitted to utilize a portion of the Subject Property for the construction of the Byway Improvements.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Participant and Facilitator agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated into the terms of this Agreement.

2. Grant of License; Licensed Area Defined. Participant hereby licenses to Facilitator, its employees, contractors, agents, successors, and assigns, in accordance with the terms and conditions set forth in this Agreement, that certain area of the Subject Property adjacent to the Byway as depicted in Exhibit "A" attached hereto and incorporated herein by this reference (the "Licensed Area"). With regard to the Licensed Area, Participant and Facilitator acknowledge and agree to the following:

a. Not Real Property. This Agreement constitutes a license for the use of the Licensed Area and does not grant any permanent possessory interest in real property, nor shall this Agreement be construed as conveying any real property interest in the Licensed Area.

b. Term of License. The term of this license shall commence on the Effective Date of this Agreement and shall continue thereafter until the latest date of expiration of the warranty periods for any of the Participant Improvements constructed and lying within the Licensed Area. The expiration date of this license may be extended upon written agreement of the parties.

c. Approximate Boundaries. The boundaries of the Licensed Area as depicted herein are intended to be an approximation and are not to scale. As such, to the extent the Licensed Area encroaches on to abutting property not owned by Participant, the boundaries of the Licensed Area shall be deemed to be the nearest actual boundary of the Subject Property.

d. No License Fee. The mutual covenants and conditions contained in this Agreement represent sufficient consideration for this Agreement and, as such, Facilitator shall not be required to pay a fee for the license of the Licensed Area.

e. License Revocable. The license granted herein shall be revocable by Participant in accordance with the terms set forth in paragraph 10 below; provided, however, that such revocation of the license shall have no force and effect on the remaining rights and obligations of Participant and Facilitator that do not necessarily rely upon the existence of the license, and such remaining rights and obligations shall survive a revocation of the license granted herein.

3. Permitted Use. The use of the Licensed Area by Facilitator, its employees, contractors, agents, successors, and assigns shall be limited to only the following activities:

a. Construction of the Participant Improvements (as that term is defined in paragraph 4 below);

b. Ingress and egress of vehicles and equipment as needed to construct the Participant Improvements; and

c. Temporary storage and staging of equipment and materials as needed to construct the Participant Improvements.

4. Participant Improvements; Ownership. For purposes of this Agreement, the term "Participant Improvements" shall refer to those Byway Improvements to be constructed on the Subject Property as depicted in Exhibit "B" attached hereto and incorporated herein by this reference. With regard to the Participant Improvements, Participant and Facilitator acknowledge and agree to the following:

a. The Participant Improvements as depicted herein are artist renderings as contained in the Interpretive and Wayshowing Plan and Implementation Study, and are only intended to represent the design guidelines and prototypes of the Byway Improvements. As such, the final design of the Participant Improvements may vary from those depicted in Exhibit "B."

b. The installation of all tertiary signs, as identified and shown in the Interpretive and Wayshowing Plan and Implementation Study, has been completed as of the Effective Date of this Agreement and, as such, will not be considered as part of the Participant Improvements.

c. The installation of any and all site approach markers, as identified and shown in the Interpretive and Wayshowing Plan and Implementation Study, will require further coordination between Facilitator and the Florida Department of Transportation ("FDOT") to allow for such installation to occur within the FDOT right-of-way. Therefore, such installation will be addressed as part of a separate agreement and will not be considered as part of the Participant Improvements.

d. Facilitator's role is merely to facilitate the design and construction of the Participant Improvements by acting as the Agency responsible for implementing and managing the Grant funding for the Byway. Facilitator shall at no time assume any ownership rights or responsibilities of the Participant Improvements. As such, any and all ownership rights and responsibilities associated with the Participant Improvements shall, at all times, be that of Participant. This subparagraph shall survive the termination or expiration of the term of the license for the Licensed Area.

5. Match Funding. This paragraph has been intentionally deleted.

6. Permitting of Participant Improvements; Further Assurance and Cooperation. To the extent Participant is a jurisdictional permitting authority involved in the permitting for the construction of the Participant Improvements, Participant shall make reasonable efforts to seek a waiver of any of its permitting fees required for such construction. Furthermore, Participant acknowledges and agrees that, in order to assure the timely construction of the Participant Improvements with no interruption or delay, Participant shall cooperate with Facilitator in the permitting process by executing, upon request, any and all documents as required by the various permitting authorities involved in such construction.

7. Repair, Replacement, and Maintenance of Participant Improvements; Contractor Warranties. The maintenance, repair, and replacement of the Participant Improvements, whether required during or after construction thereof, shall be the responsibility of Participant at Participant's expense. Any such repairs and replacements that are covered under any warranty or guaranty provided by Facilitator's contractors shall be coordinated through Facilitator. Upon receipt of a written request from Participant for such warranty repairs, Facilitator shall, no later than five business days after such receipt, notify its contractor of Participant's warranty repair request.

8. Compliance with Laws, Regulations, and Other Legal Requirements. With regard to the use of the Licensed Area, Facilitator shall comply with all applicable federal, state, and local laws, regulations,

and standards including, but not limited to, any applicable laws related to environmental protection or public health and safety, as well as those relating to the operation and maintenance of any equipment or personal property on, or in, the Licensed Area.

9. Termination by Facilitator. Facilitator may terminate this Agreement for any reason, subject to the satisfaction of the following conditions:

a. Facilitator shall deliver written notice to Participant of Facilitator's intent to terminate; provided, however, such termination shall not be effective until three (3) business days after Participant's receipt of written notice of Facilitator's intent to terminate.

b. Upon Participant's request, Facilitator shall, at Facilitator's expense, remove any partially constructed Participant's Improvements.

10. Termination by Participant. The license granted herein may be revoked by Participant for any reason. However, with regard to the remaining provisions of this Agreement that survive such revocation in accordance with paragraph 2 above, Participant may terminate such remaining provisions for any reason, subject to the satisfaction of the following conditions:

a. Participant shall deliver written notice to Facilitator of Participant's intent to terminate; provided, however, such termination shall not be effective until two (2) business days after Facilitator's receipt of written notice of Participant's intent to terminate, unless Participant has given Facilitator the opportunity to take corrective action pursuant to paragraph 11 below.

b. With regard to any of the Participant Improvements that have been partially constructed within the Licensed Area, Facilitator's obligation to complete such Participant Improvements shall be deemed released and waived as of the date of Participant's termination.

c. Participant shall defend and hold Facilitator harmless from any and all loss or damages claimed against Facilitator by its contractors for any breach of contract resulting from Participant's termination.

11. Facilitator's Opportunity to Take Corrective Action. Prior to the Participant's termination of this Agreement, Participant shall provide to Facilitator written notice setting forth the reason for such termination and a reasonable period of time, not to exceed five (5) business days, within which Facilitator may complete any corrective action deemed necessary by Participant to prevent such termination.

12. Delivery of Notices. Any written notice required or permitted to be delivered by the terms and conditions of this Agreement shall be delivered by hand delivery or guaranteed overnight delivery service.

a. Notices to Participant shall be delivered to the address specified in the introductory paragraph of this Agreement or as specified in any change of address provided by Participant in accordance with the terms herein.

b. Notices to Facilitator shall be delivered to:

Leon County Public Works Department  
Attention: Director of Engineering Services  
2280 Miccosukee Road  
Tallahassee, FL 32308

With a copy delivered to:

Herbert W. A. Thiele, Esq.  
Leon County Attorney's Office  
301 S. Monroe Street, Suite 202  
Leon County Courthouse  
Tallahassee, FL 32301

c. All notices shall be effective upon delivery or attempted delivery during regular business hours. Either party may change its notice address upon written notice to the other party, given in accordance herewith by an authorized officer, partner, or principal.

13. Authority of Facilitator. Facilitator represents and warrants to Participant that the party executing on behalf of Facilitator is fully and properly authorized to execute and enter into this Agreement on behalf of Facilitator, and that the execution of this Agreement and the performance by Facilitator of its obligations hereunder have been duly authorized and approved by all necessary corporate action.

14. Authority of Participant. Participant represents and warrants to Facilitator that the party executing on behalf of Participant is fully and properly authorized to execute and enter into this Agreement on behalf of Participant, and that the execution of this Agreement and the performance by Participant of its obligations hereunder have been duly authorized and approved by all necessary corporate action.

15. Florida Law. This Agreement shall be governed by the laws of the State of Florida. Venue for any legal proceeding arising from this Agreement shall be the 2<sup>nd</sup> Judicial Circuit in and for Leon County, Florida unless otherwise agreed upon by the parties.

16. Time Is Of The Essence. Time is of the essence of this Agreement and all provisions contained herein.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

17. Incorporation of Prior Agreements; Modifications. This Agreement is the only effective agreement between the parties pertaining to the participation in the construction of the Byway Improvements and the use of the Licensed Area, and no other agreements either oral or otherwise are effective unless embodied herein. All amendments to this Agreement shall be in writing and signed by all parties. Any other attempted amendment shall be void.

IN WITNESS WHEREOF, Facilitator and Participant have caused this Agreement to be duly executed as of the date first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

**BOARD OF TRUSTEES OF THE  
INTERNAL IMPROVEMENT TRUST  
FUND OF THE STATE OF FLORIDA**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Name: \_\_\_\_\_

Its: \_\_\_\_\_  
(Print Title)

Date: \_\_\_\_\_

**LEON COUNTY, FLORIDA**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
By: Vincent S. Long  
Its County Administrator

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

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

Approved as to Form:  
Leon County Attorney's Office

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Herbert W. A. Thiele, Esq.

**Exhibit "A"**  
**Licensed Area**

**Board of Trustees of the Internal Improvement Trust Fund of the State of Florida**  
**(Florida DEP Site)**

**Millender Park**

Owner: Board of TIITF of the State of Florida (Florida DEP)  
County: Franklin  
Parcel No.: 31-08S-06W-0000-2430-0000  
Site: Millender Park  
Address: Millender St.



X - Approximate Location of Participant Improvements  
□ Boundary of Licensed Area



**Exhibit "B"**  
**Participant Improvements**

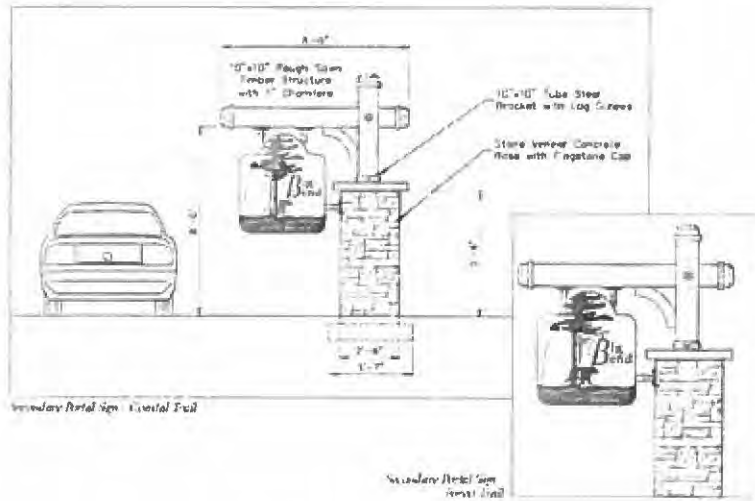
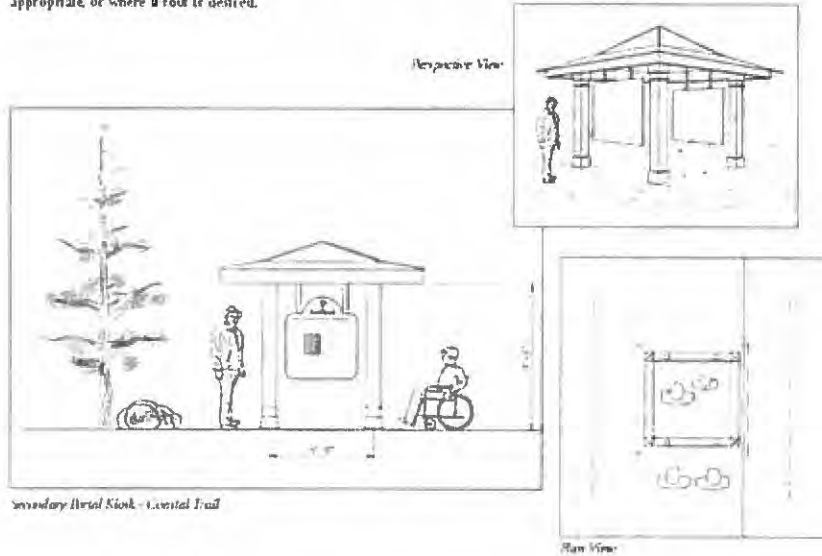
Board of Trustees of the Internal Improvement Trust Fund of the State of Florida  
(Florida DEP Site)

Millender Park

Owner: Board of TITF of the State of Florida (Florida DEP)  
County: Franklin  
Parcel No.: 31-08S-06W-0000-2430-0000  
Site: Millender Park  
Address: Millender St.

### Secondary Portal Kiosk and Sign

appropriate, or where a road is desired.



BI

# BBSB Participation & License Agreement

## Apalachicola National Forest Sites

Prepared by:

Herbert W. A. Thiele, Esq.  
Leon County Attorney's Office  
Leon County Courthouse  
301 S. Monroe St., Suite 202  
Tallahassee, Florida 32301

Leon

Parcel ID: 4108209810000

Wakulla

Parcel ID: 26-2S-02W-000-01468-000

Parcel ID: 08-4S-04W-000-00236-000

Parcel ID: 33-4S-04W-000-00273-000

Franklin

Parcel ID: 31-05S-07W-0000-0010-0000

Parcel ID: 36-05S-08W-0000-0010-0000

Parcel ID: 23-06S-08W-0000-0010-0000

**PARTICIPATION AND LICENSE AGREEMENT FOR**  
**BIG BEND SCENIC BYWAY IMPROVEMENTS**  
**(Apalachicola National Forest Sites)**

THIS PARTICIPATION AND LICENSE AGREEMENT (the or this "Agreement") is made and entered into the date upon which the last of the parties signs the Agreement ("Effective Date"), by and between **UNITED STATES OF AMERICA, DEPARTMENT OF AGRICULTURE, FOREST SERVICE**, whose mailing address is c/o Wakulla Ranger District, 57 Taff Drive, Crawfordville, FL 32327, hereinafter referred to as "Participant," and **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose post office address is Leon County Office of Financial Stewardship, Attention: Grants Coordinator, 301 South Monroe St., Tallahassee, FL 32301, hereinafter referred to as "Facilitator."

**WITNESSETH:**

WHEREAS, Participant is the owner of those certain parcels of real property located in Leon County, Florida, and identified by the Leon County Property Appraiser as Parcel ID 4108209810000, together with those certain parcels of real property located in Wakulla County, Florida, and identified by the Wakulla County Property Appraiser as Parcel ID's 26-2S-02W-000-01468-000; 08-4S-04W-000-00236-000; and 33-4S-04W-000-00273-000, together with those certain parcels of real property located in Franklin County, Florida, and identified by the Franklin County Property Appraiser as Parcel ID's 31-05S-07W-0000-0010-0000; 36-05S-08W-0000-0010-0000; 23-06S-08W-0000-0010-0000 (collectively the "Subject Property"); and

WHEREAS, the Subject Property is adjacent to the 220-mile Florida Scenic Highway known as the Big Bend Scenic Byway (hereinafter referred to as the "Byway"); and

WHEREAS, in May 2006, the Corridor Management Entity (the "CME") was established to serve as the caretaker of the Byway and to take the lead in monitoring and implementing the 2007 Corridor Management Plan (the "CMP") adopted for the Byway; and

WHEREAS, the CME worked in conjunction with the U.S. Department of Agriculture Forest Service to prepare a plan designed to implement the goals and objectives of the CMP and contain the design guidelines and prototypes to be used by contractors and fabricators to construct the improvements along the Byway (the "Byway Improvements"), with such plan finalized and approved by the CME on March 4, 2010 as the Big Bend Scenic Byway Interpretive and Wayshowing Plan which, by this reference, is hereby incorporated as part of this Agreement (the "Interpretive and Wayshowing Plan"); and

WHEREAS, in order to implement the construction, fabrication, and installation of the Byway Improvements, a study was completed in June 2011 by Diane Delaney and Pamela Portwood, on behalf of the CME, entitled Implementation Study of the Big Bend Scenic Byway Roadside Interpretation Plan which, by this reference, is also hereby incorporated as part of this Agreement (the "Implementation Study"); and

WHEREAS, the CME was awarded a federal grant (the "Grant") managed through the Florida Department of Transportation to fund the final design and construction of Byway Improvements as shown and implemented in the Interpretive and Wayshowing Plan and Implementation Study, respectively; and

WHEREAS, Facilitator is the Agency responsible for implementing and managing the Grant funding for the Byway, and for directing and managing the final design and construction of the Byway Improvements; and

WHEREAS, the Grant requires Facilitator to provide match funding in an amount equal to 20% of the Grant amount; and

WHEREAS, Participant, as a member of the CME, wishes to participate in accomplishing the goals and objectives of the CMP to enhance and improve to the Byway by permitting a certain number of the Byway Improvements to be constructed on the Subject Property and by providing a portion of the match funding for the Grant in the form of cash, materials, and/or labor as set forth in paragraph 5 below (the "Match Funding"); and

WHEREAS, Participant and Facilitator wish to establish with this Agreement the manner in which Facilitator will be permitted to utilize a portion of the Subject Property for the construction of the Byway Improvements, and which Participant will contribute Match Funding for such construction.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Participant and Facilitator agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated into the terms of this Agreement.

2. Grant of License; Licensed Area Defined. Participant hereby licenses to Facilitator, its employees, contractors, agents, successors, and assigns, in accordance with the terms and conditions set forth in this Agreement, that certain area of the Subject Property adjacent to the Byway as depicted in Exhibit "A" attached hereto and incorporated herein by this reference (the "Licensed Area"). With regard to the Licensed Area, Participant and Facilitator acknowledge and agree to the following:

a. Not Real Property. This Agreement constitutes a license for the use of the Licensed Area and does not grant any permanent possessory interest in real property, nor shall this Agreement be construed as conveying any real property interest in the Licensed Area.

b. Term of License. The term of this license shall commence on the Effective Date of this Agreement and shall continue thereafter until the latest date of expiration of the warranty periods for any of the Participant Improvements constructed and lying within the Licensed Area. The expiration date of this license may be extended upon written agreement of the parties.

c. Approximate Boundaries. The boundaries of the Licensed Area as depicted herein are intended to be an approximation and are not to scale. As such, to the extent the Licensed Area encroaches on to abutting property not owned by Participant, the boundaries of the Licensed Area shall be deemed to be the nearest actual boundary of the Subject Property.

d. No License Fee. The mutual covenants and conditions contained in this Agreement represent sufficient consideration for this Agreement and, as such, Facilitator shall not be required to pay a fee for the license of the Licensed Area.

e. License Revocable. The license granted herein shall be revocable by Participant in accordance with the terms set forth in paragraph 10 below; provided, however, that such revocation of the license shall have no force and effect on the remaining rights and obligations of Participant and Facilitator that do not necessarily rely upon the existence of the license, and such remaining rights and obligations shall survive a revocation of the license granted herein.

3. Permitted Use. The use of the Licensed Area by Facilitator, its employees, contractors, agents, successors, and assigns shall be limited to only the following activities:

a. Construction of the Participant Improvements (as that term is defined in paragraph 4 below);

b. Ingress and egress of vehicles and equipment as needed to construct the Participant Improvements; provided, however, that the locations for such ingress and egress shall be only as approved in advance by Participant; and

c. Temporary storage and staging of equipment and materials as needed to construct the Participant Improvements; provided, however, that the locations for such storage and staging shall be only as approved in advance by Participant.

4. Participant Improvements; Ownership. For purposes of this Agreement, the term "Participant Improvements" shall refer to those Byway Improvements to be constructed on the Subject Property as depicted in Exhibit "B" attached hereto and incorporated herein by this reference. With regard to the Participant Improvements, Participant and Facilitator acknowledge and agree to the following:

a. The Participant Improvements as depicted herein are artist renderings as contained in the Interpretive and Wayshowing Plan and Implementation Study, and are only intended to represent the design guidelines and prototypes of the Byway Improvements. As such, the final design of the Participant Improvements may vary from those depicted in Exhibit "B."

b. Prior to the construction and/or installation of any Participant Improvements on the Subject Property, Participant shall be given the opportunity to review and approve the final design and construction plans for the Participant Improvements (the "Final Plans"); provided, however, that no later than fifteen (15) calendar days after making the Final Plans available to Participant for review, the Participant shall provide written notice to Facilitator of its disapproval of the Final Plans, and upon Participant's failure to timely provide such written notice, the Final Plans shall be deemed to be approved by Participant.

c. The installation of all tertiary signs, as identified and shown in the Interpretive and Wayshowing Plan and Implementation Study, has been completed as of the Effective Date of this Agreement and, as such, will not be considered as part of the Participant Improvements.

d. The installation of any and all site approach markers, as identified and shown in the Interpretive and Wayshowing Plan and Implementation Study, will require further coordination between Facilitator and the Florida Department of Transportation ("FDOT") to allow for such installation to occur within the FDOT right-of-way. Therefore, such installation will be addressed as part of a separate agreement and will not be considered as part of the Participant Improvements.

e. Facilitator's role is merely to facilitate the design and construction of the Participant Improvements by acting as the Agency responsible for implementing and managing the Grant funding for the Byway. Facilitator shall at no time assume any ownership rights or responsibilities of the Participant Improvements. As such, any and all ownership rights and responsibilities

associated with the Participant Improvements shall, at all times, be that of Participant. This subparagraph shall survive the termination or expiration of the term of the license for the Licensed Area.

5. Match Funding. In lieu of contributing cash, Participant shall contribute in-kind Match Funding consisting of labor and equipment having an equivalent cash value in the amount of Forty Thousand Five Hundred Sixty and 00/100 Dollars (\$40,560.00). Such in-kind Match Funding shall include, but not be limited to, the types and quantities of labor and equipment as set forth in Exhibit "C" attached hereto and incorporated herein by this reference, and shall be provided as directed by Facilitator, at Facilitator's discretion, in order to best accommodate the construction of the Participant Improvements.

6. Permitting of Participant Improvements; Further Assurance and Cooperation. Participant, as the sole jurisdictional authority involved in the permitting for the construction of the Participant Improvements, shall waive any and all of its permitting fees required for such construction.

7. Repair, Replacement, and Maintenance of Participant Improvements; Contractor Warranties. The maintenance, repair, and replacement of the Participant Improvements, whether required during or after construction thereof, shall be the responsibility of Participant at Participant's expense. Any such repairs and replacements that are covered under any warranty or guaranty provided by Facilitator's contractors shall be coordinated through Facilitator. Upon receipt of a written request from Participant for such warranty repairs, Facilitator shall, no later than five business days after such receipt, notify its contractor of Participant's warranty repair request.

8. Compliance with Laws, Regulations, and Other Legal Requirements. With regard to the use of the Licensed Area, Facilitator shall comply with all applicable federal, state, and local laws, regulations, and standards including, but not limited to, any applicable laws related to environmental protection or public health and safety, as well as those relating to the operation and maintenance of any equipment or personal property on, or in, the Licensed Area. If an enforcement officer, on behalf of Participant, witnesses the endangerment or destruction by Facilitator's contractor of any threatened and endangered species or any newly discovered cultural resource, or the damage to any significant resource, or otherwise observes any activity that may endanger visitors to the Subject Property, Facilitator's contractor shall, upon demand by the enforcement officer, immediately discontinue any activity within the Licensed Area and Facilitator shall, no later than twenty-four (24) hours thereafter, be informed of such action and of any remedial measures which may be taken. Particular attention shall be given to the sensitive soils located on the Fort Gadsden Historic Site, as identified in Exhibit "A." The method of ingress and egress of heavy equipment to and from such site shall be closely coordinated by Facilitator's contractor with representatives of Participant.

9. Termination by Facilitator. Facilitator may terminate this Agreement for any reason, subject to the satisfaction of the following conditions:

- a. Facilitator shall deliver written notice to Participant of Facilitator's intent to terminate; provided, however, such termination shall not be effective until three (3) business days after Participant's receipt of written notice of Facilitator's intent to terminate.
- b. Upon Participant's request, Facilitator shall, at Facilitator's expense, remove any partially constructed Participant's Improvements.

10. Termination by Participant. The license granted herein may be revoked by Participant for any reason. However, with regard to the remaining provisions of this Agreement that survive such revocation in accordance with paragraph 2 above, Participant may terminate such remaining provisions for any reason, subject to the satisfaction of the following conditions:

a. Participant shall deliver written notice to Facilitator of Participant's intent to terminate; provided, however, such termination shall not be effective until two (2) business days after Facilitator's receipt of written notice of Participant's intent to terminate, unless Participant has given Facilitator the opportunity to take corrective action pursuant to paragraph 11 below.

b. With regard to any of the Participant Improvements that have been partially constructed within the Licensed Area, Facilitator's obligation to complete such Participant Improvements shall be deemed released and waived as of the date of Participant's termination and, with regard to Participant's Match Funding to have been delivered in accordance with paragraph 5 above, Participant shall not be entitled to reimbursement of any such Match Funding delivered as of the date of Participant's termination.

c. Participant shall defend and hold Facilitator harmless from any and all loss or damages claimed against Facilitator by its contractors for any breach of contract resulting from Participant's termination.

11. Facilitator's Opportunity to Take Corrective Action. Prior to the Participant's termination of this Agreement, Participant shall provide to Facilitator written notice setting forth the reason for such termination and a reasonable period of time, not to exceed five (5) business days, within which Facilitator may complete any corrective action deemed necessary by Participant to prevent such termination.

12. Delivery of Notices. Any written notice required or permitted to be delivered by the terms and conditions of this Agreement shall be delivered by hand delivery or guaranteed overnight delivery service.

a. Notices to Participant shall be delivered to the address specified in the introductory paragraph of this Agreement or as specified in any change of address provided by Participant in accordance with the terms herein.

b. Notices to Facilitator shall be delivered to:

Leon County Public Works Department  
Attention: Director of Engineering Services  
2280 Miccosukee Road  
Tallahassee, FL 32308

With a copy delivered to:

Herbert W. A. Thiele, Esq.  
Leon County Attorney's Office  
301 S. Monroe Street, Suite 202  
Leon County Courthouse  
Tallahassee, FL 32301

c. All notices shall be effective upon delivery or attempted delivery during regular business hours. Either party may change its notice address upon written notice to the other party, given in accordance herewith by an authorized officer, partner, or principal.

13. Authority of Facilitator. Facilitator represents and warrants to Participant that the party executing on behalf of Facilitator is fully and properly authorized to execute and enter into this Agreement on behalf of Facilitator, and that the execution of this Agreement and the performance by Facilitator of its obligations hereunder have been duly authorized and approved by all necessary corporate action.

14. Authority of Participant. Participant represents and warrants to Facilitator that the party executing on behalf of Participant is fully and properly authorized to execute and enter into this



Agreement on behalf of Participant, and that the execution of this Agreement and the performance by Participant of its obligations hereunder have been duly authorized and approved by all necessary corporate action.

15. Florida Law. This Agreement shall be governed by the laws of the State of Florida. Venue for any legal proceeding arising from this Agreement shall be in the county or federal district within which the Subject Property is located, unless otherwise agreed upon by the parties.

16. Time Is Of The Essence. Time is of the essence of this Agreement and all provisions contained herein.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

17. Incorporation of Prior Agreements; Modifications. This Agreement is the only effective agreement between the parties pertaining to the participation in the construction of the Byway Improvements, the provision of Match Funding, and the use of the Licensed Area, and no other agreements either oral or otherwise are effective unless embodied herein. All amendments to this Agreement shall be in writing and signed by all parties. Any other attempted amendment shall be void.

IN WITNESS WHEREOF, Facilitator and Participant have caused this Agreement to be duly executed as of the date first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

**UNITED STATES DEPARTMENT OF  
AGRICULTURE, FOREST SERVICE**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Name: \_\_\_\_\_

Its: \_\_\_\_\_  
(Print Title)

Date: \_\_\_\_\_

**LEON COUNTY, FLORIDA**

\_\_\_\_\_  
Name: \_\_\_\_\_

By: Vincent S. Long  
Its County Administrator

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

**ATTEST:**  
Bob Inzer, Clerk of the Circuit Court  
and Comptroller, Leon County, Florida

Approved as to Form:  
Leon County Attorney's Office

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Herbert W. A. Thiele, Esq.

Composite Exhibit "A"

Licensed Area

United States Department of Agriculture, Forest Service

Lake Bradford Tract

SR 267

Langston House (*SEE NOTE ON PAGE A2 BELOW*)

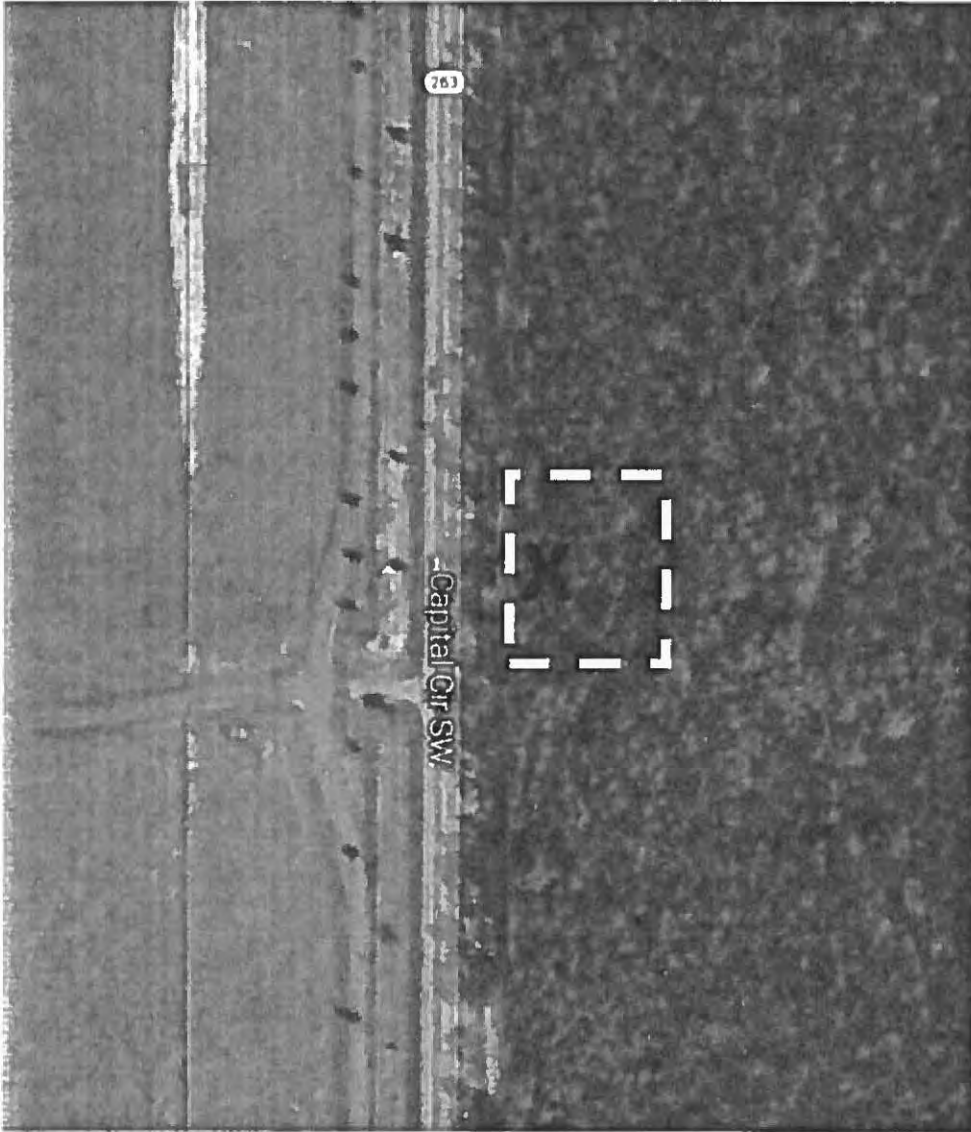
Mack Landing Recreation Area

SR 65

Wright Lake Recreation Area

Fort Gadsden Historic Site

Owner: US Dept. of Agriculture, Forest Service  
County: Leon  
Parcel No.: 4108209810000  
Site: Lake Bradford Tract  
Address: Capital Circle SW (SR 263)



X - Approximate Location of Participant Improvements  
□ Boundary of Licensed Area

A1

Owner: US Dept. of Agriculture, Forest Service  
County: Wakulla  
Parcel No.: 26-2S-02W-000-01468-000  
Site: SR 267  
Address: Bloxham Cutoff



X - Approximate Location of Participant Improvements  
□ - Boundary of Licensed Area

Owner: US Dept. of Agriculture, Forest Service  
County: Wakulla  
Parcel No.: 08-4S-04W-000-00236-000  
Site: Langston House (*LICENSED AREA DOES NOT INCLUDE THIS SITE*)  
Address: Smith Creek Rd.



X - Approximate Location of Participant Improvements

**NOTE: *THE LICENSED AREA DOES NOT INCLUDE THIS SITE.*** Participant Improvements will be constructed at this site by Participant upon delivery of materials by Facilitator and, as such, no license is needed by Facilitator at this site. This site is included only to depict the approximate location of the Participant Improvements.

Owner: US Dept. of Agriculture, Forest Service  
County: Wakulla  
Parcel No.: 33-4S-04W-000-00273-000  
Site: Mack Landing Recreation Area  
Address: Mack Landing Rd.



X - Approximate Location of Participant Improvements  
□ - Boundary of Licensed Area

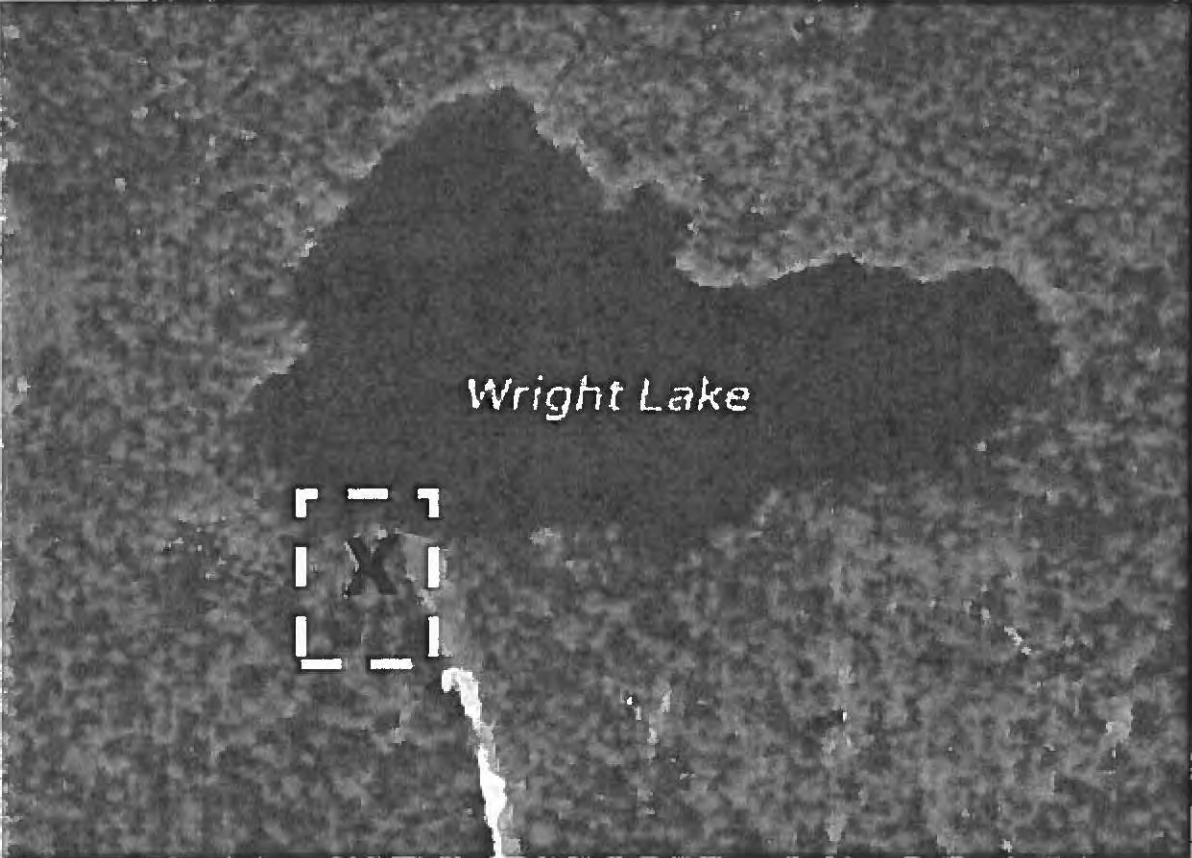
Owner: US Dept. of Agriculture, Forest Service  
County: Franklin  
Parcel No.: 31-05S-07W-0000-0010-0000  
Site: SR 65  
Address: SR-65



X - Approximate Location of Participant Improvements  
□ - Boundary of Licensed Area



Owner: US Dept. of Agriculture, Forest Service  
County: Franklin  
Parcel No.: 36-05S-08W-0000-0010-0000  
Site: Wright Lake Recreation Area  
Address: Wright Lake Rd.



X - Approximate Location of Participant Improvements  
□ - Boundary of Licensed Area

Owner: US Dept. of Agriculture, Forest Service  
County: Franklin  
Parcel No.: 23-06S-08W-0000-0010-0000  
Site: Fort Gadsden Historic Site  
Address: Addie Rd.



X - Approximate Location of Participant Improvements  
□ - Boundary of Licensed Area

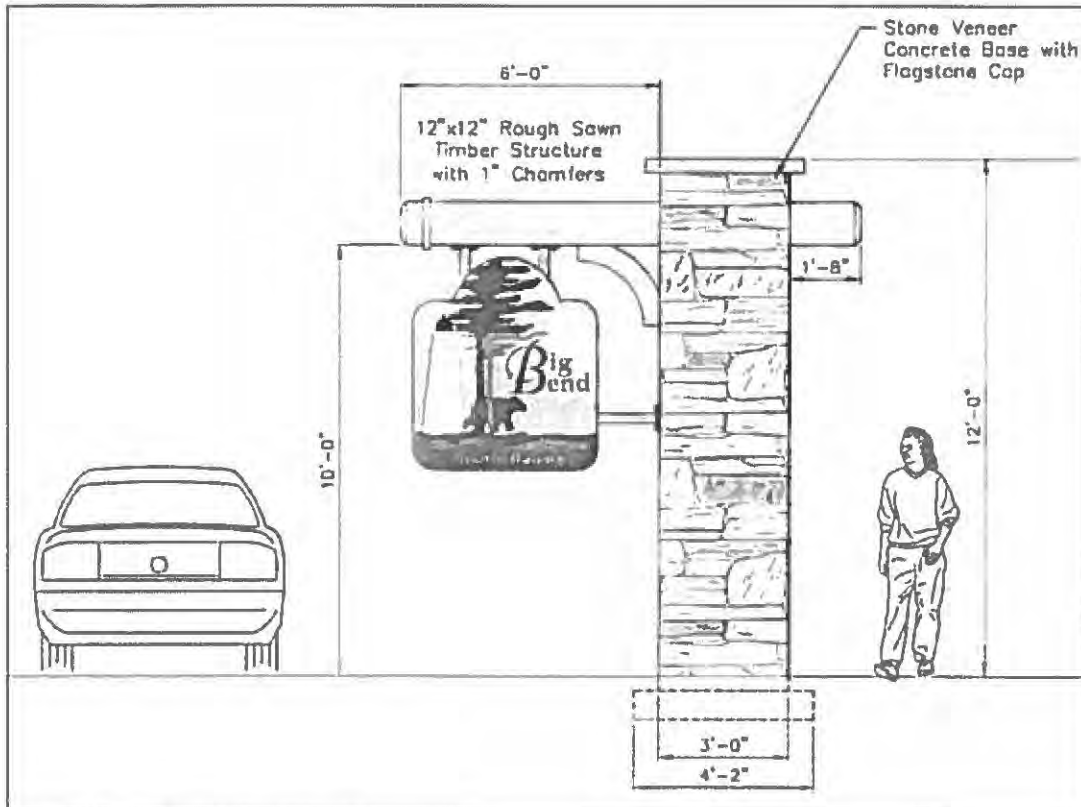
**Composite Exhibit "B"**  
**Participant Improvements**

**United States Department of Agriculture, Forest Service**

Lake Bradford Tract  
SR 267  
Langston House  
Mack Landing Recreation Area  
SR 65  
Wright Lake Recreation Area  
Fort Gadsden Historic Site

Owner: US Dept. of Agriculture, Forest Service  
County: Leon  
Parcel No.: 4108209810000  
Site: Lake Bradford Tract  
Address: Capital Circle SW (SR 263)

### Primary Portal Sign

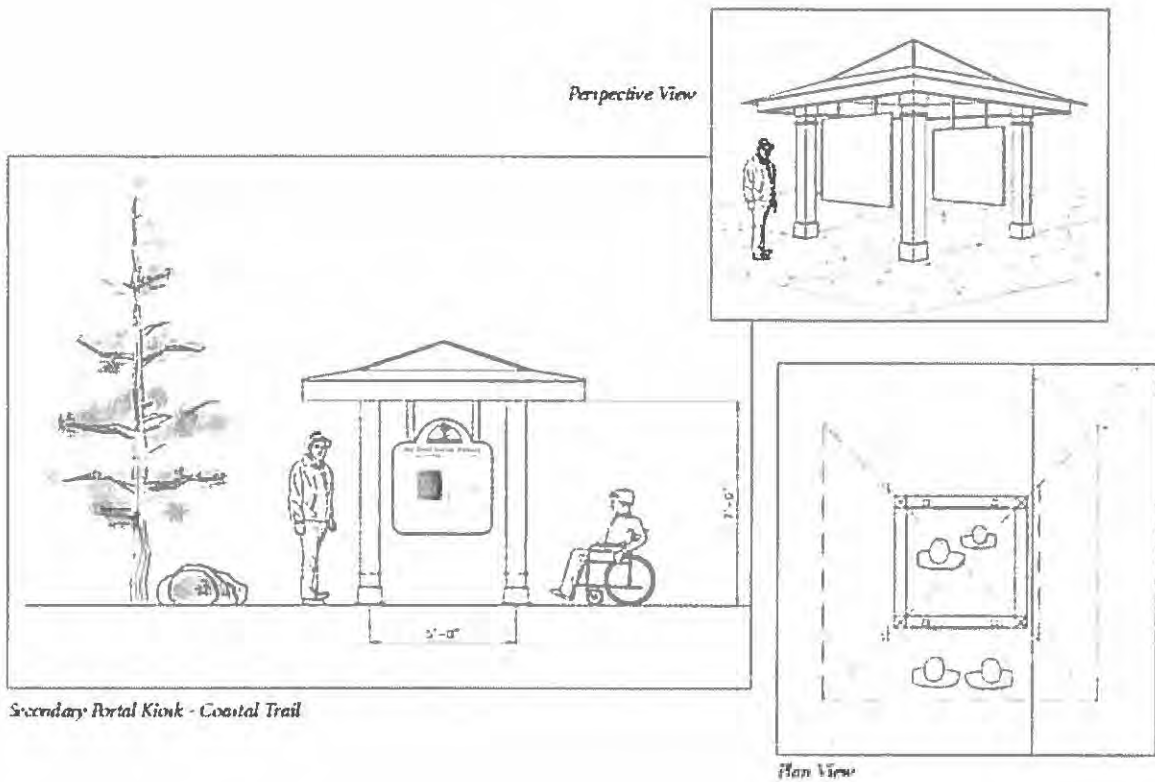


*Primary Portal Sign - Forest Trail*

B1

Owner: US Dept. of Agriculture, Forest Service  
County: Wakulla  
Parcel No.: 26-2S-02W-000-01468-000  
Site: SR 267  
Address: Bloxham Cutoff

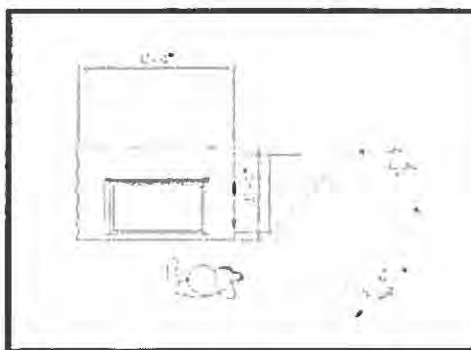
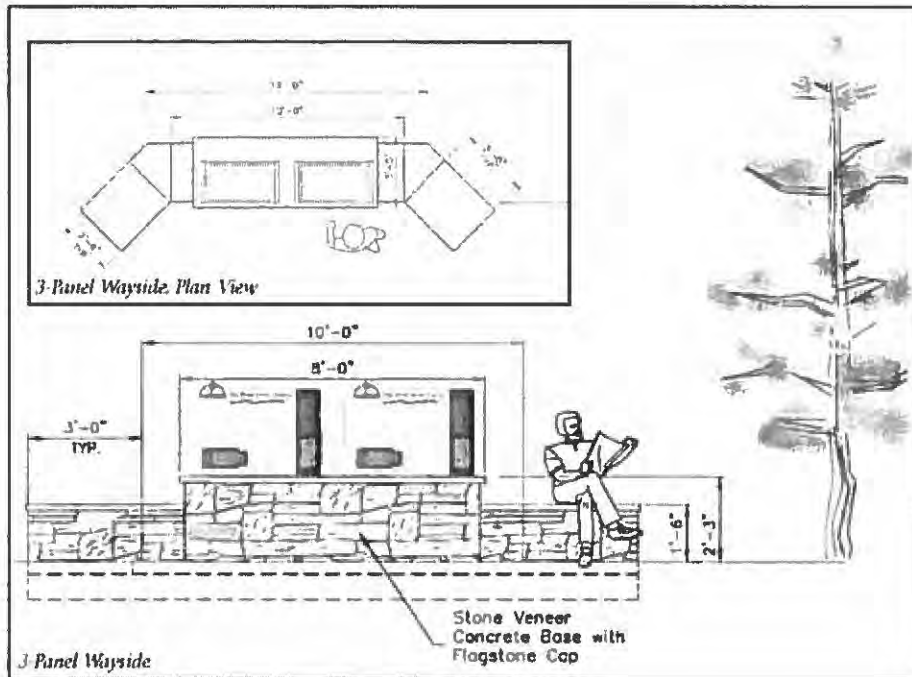
### Secondary Portal Kiosk



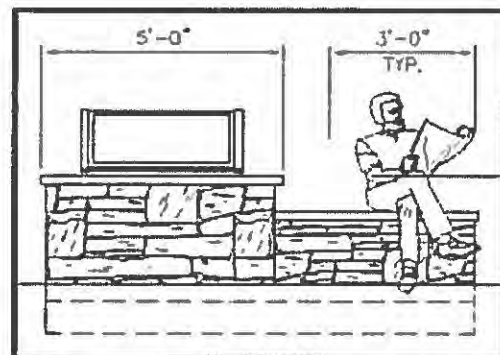
B2

Owner: US Dept. of Agriculture, Forest Service  
County: Wakulla  
Parcel No.: 08-4S-04W-000-00236-000  
Site: Langston House  
Address: Smith Creek Rd.

### Wayside Exhibit



*1-Panel Wayside, Plan View*

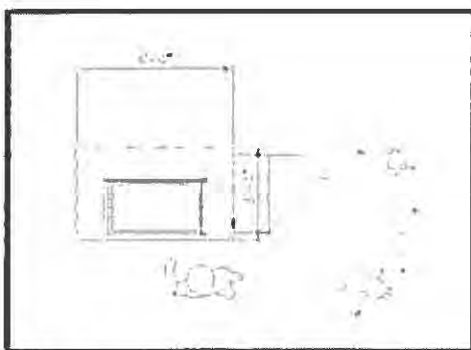
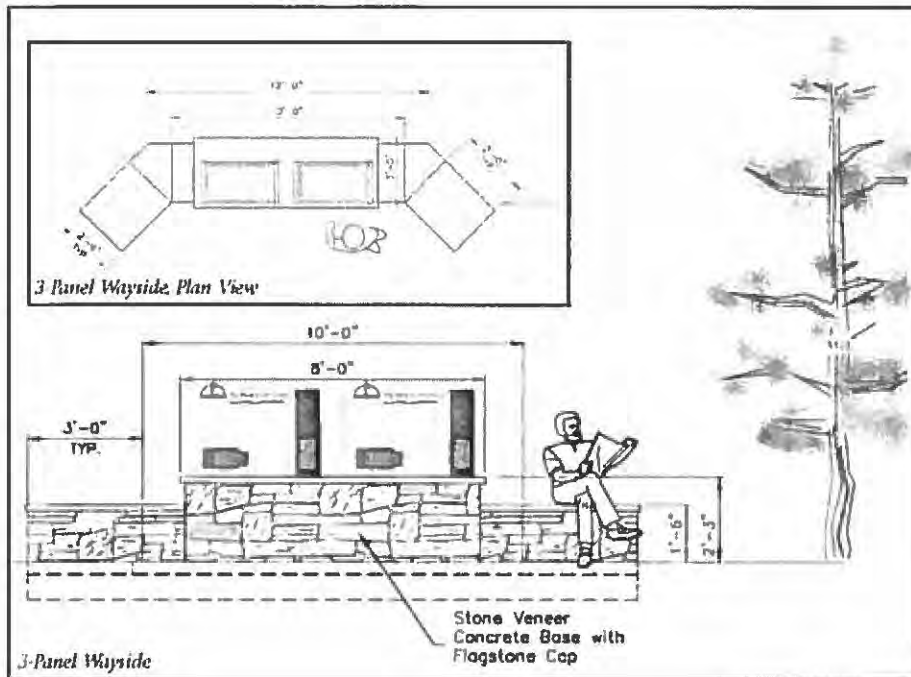


*1-Panel Wayside*

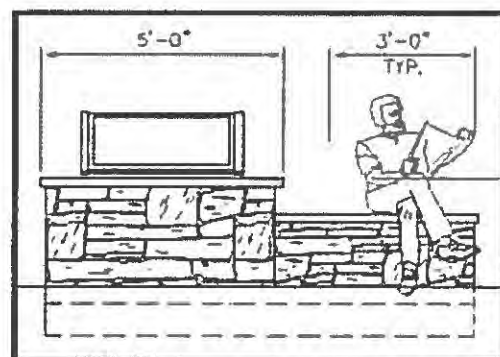
B3

Owner: US Dept. of Agriculture, Forest Service  
County: Wakulla  
Parcel No.: 33-4S-04W-000-00273-000  
Site: Mack Landing Recreation Area  
Address: Mack Landing Rd.

### Wayside Exhibit



1-Panel Wayside, Plan View

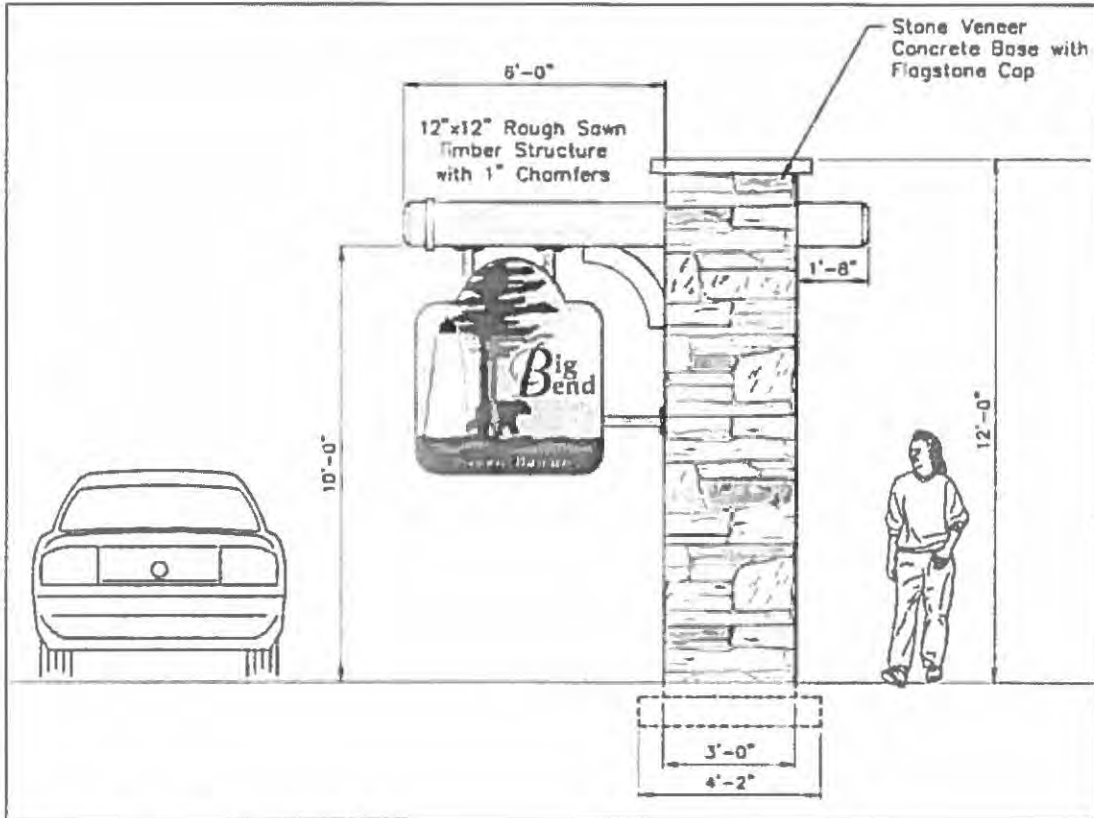


1-Panel Wayside

B4

Owner: US Dept. of Agriculture, Forest Service  
County: Franklin  
Parcel No.: 31-05S-07W-0000-0010-0000  
Site: SR 65  
Address: SR-65

### Primary Portal Sign



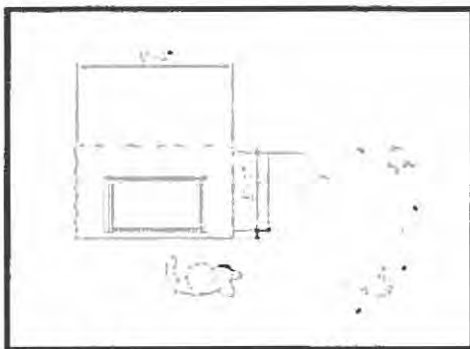
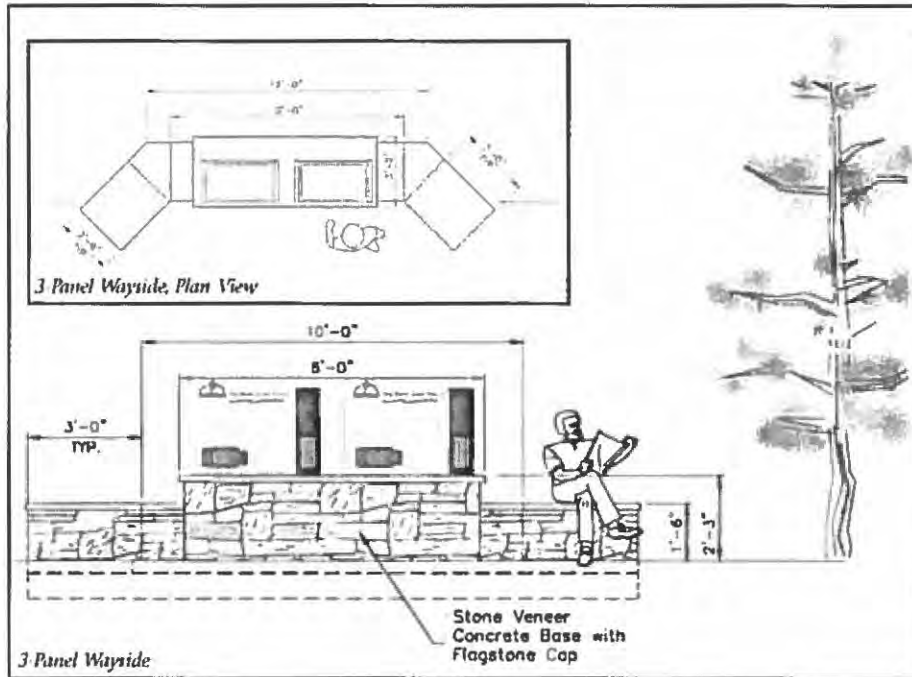
*Primary Portal Sign - Forest Trail*

B5

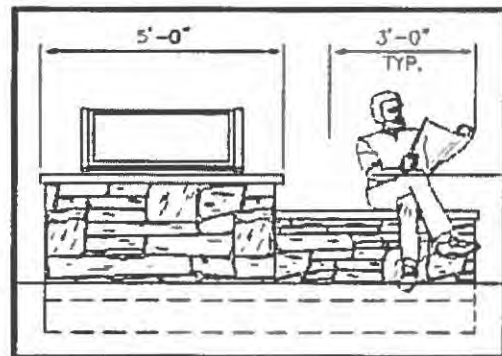


Owner: US Dept. of Agriculture, Forest Service  
County: Franklin  
Parcel No.: 36-05S-08W-0000-0010-0000  
Site: Wright Lake Recreation Area  
Address: Wright Lake Rd.

### Wayside Exhibit



*1-Panel Wayside, Plan View*

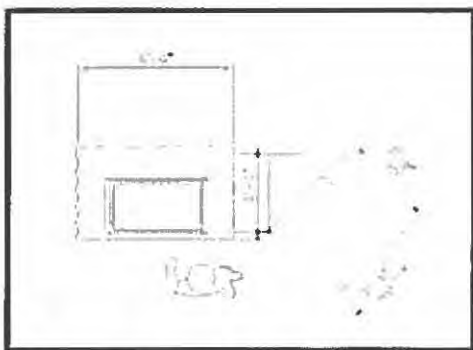
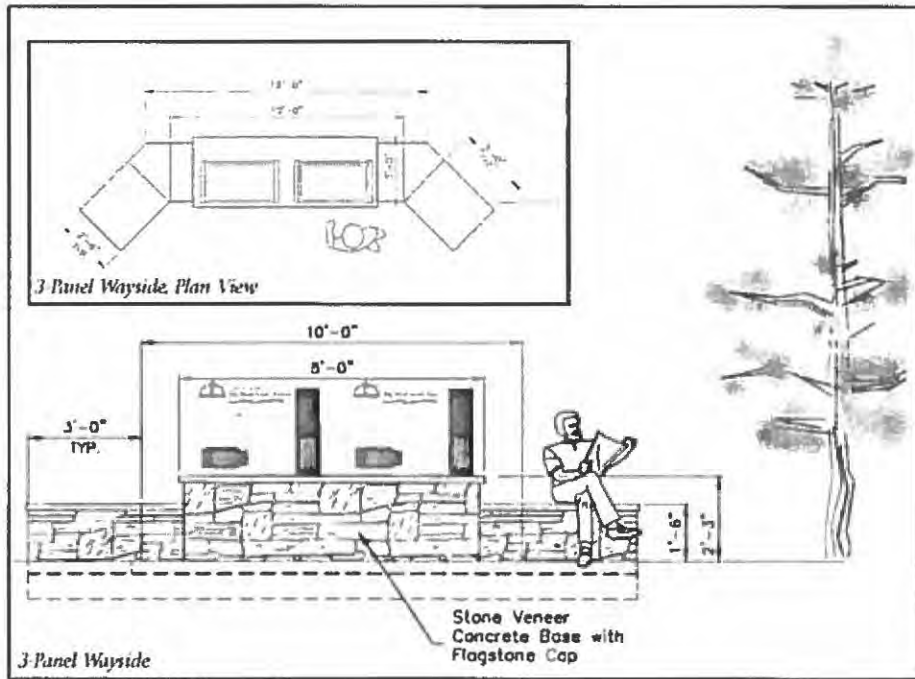


*1-Panel Wayside*

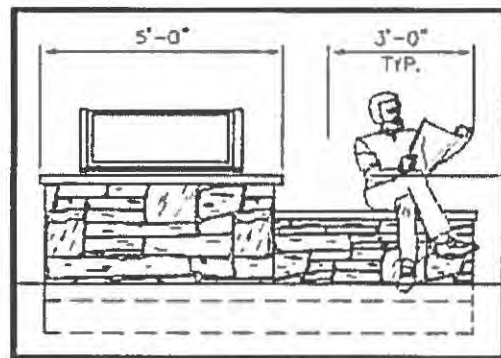
B6

Owner: US Dept. of Agriculture, Forest Service  
County: Franklin  
Parcel No.: 23-06S-08W-0000-0010-0000  
Site: Fort Gadsden Historic Site  
Address: Addie Rd.

### Wayside Exhibit



*1-Panel Wayside, Plan View*



B7

**Exhibit "C"**  
**In-Kind Match Funding**  
**Labor and Equipment Quantities**

**Labor and Equipment Quantities**  
(United States Department of Agriculture, Forest Service)

Personnel	Daily Rate	Number of Days	Total
Harden	\$285.00	4	\$1,140.00
Hurst	\$267.00	4	\$1,068.00
Repp	\$401.00	12	\$4,812.00
Roberts	\$346.00	18	\$6,228.00
Harvey	\$311.00	40	\$12,440.00
Dunlap	\$362.00	6	\$2,172.00
Shenk	\$386.00	18	\$6,948.00
TOTAL			\$34,808.00

Vehicle (Vehicle number)	Hourly Rate	Number of Hours	Total
4X4 Ford F-350 (7802)	\$19.55	10	\$195.50
4X4 Ford F-150 (3818)	\$19.55	30	\$586.50
4X4 Dodge 1500 (3030)	\$19.55	6	\$117.30
4x4 Ranger Supercab (1307)	\$19.55	12	\$234.60
4x4 Colorado (2699)	\$19.55	16	\$312.80
4X4 Ranger Supercab (1924)	\$19.55	40	\$782.00
International Paystar (6526)	\$64.50	12	\$774.00
D6N (2356)	\$103.83	24	\$2,491.92
TOTAL			\$5,494.62

MISC. EXPENSE	\$257.38
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TOTAL PERSONNEL AND EQUIPMENT	\$40,560.00
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# BBSB Participation & License Agreement

## St. Marks National Wildlife Refuge Sites

Prepared by:  
Herbert W. A. Thiele, Esq.  
Leon County Attorney's Office  
Leon County Courthouse  
301 S. Monroe St., Suite 202  
Tallahassee, Florida 32301

Wakulla  
Parcel ID: 00-00-048-000-09859-000  
Parcel ID: 00-00-006-0000-06211-000  
Parcel ID: 00-00-111-000-11755-000  
Parcel ID: None (Sovereign Lands at Bottoms Rd.)  
Parcel ID: 22-55-02W-000-02809-000

**PARTICIPATION AND LICENSE AGREEMENT FOR**  
**BIG BEND SCENIC BYWAY IMPROVEMENTS**  
**(St. Marks National Wildlife Refuge Sites)**

THIS PARTICIPATION AND LICENSE AGREEMENT (the or this "Agreement") is made and entered into the date upon which the last of the parties signs the Agreement ("Effective Date"), by and between **UNITED STATES OF AMERICA, DEPARTMENT OF AGRICULTURE, FOREST SERVICE**, whose mailing address is c/o St. Marks National Wildlife Refuge, P.O. Box 68, St. Marks, FL 32355-0068, hereinafter referred to as "Participant," and **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose post office address is Leon County Office of Financial Stewardship, Attention: Grants Coordinator, 301 South Monroe St., Tallahassee, FL 32301, hereinafter referred to as "Facilitator."

**WITNESSETH:**

WHEREAS, Participant is the owner of those certain parcels of real property located in Wakulla County, Florida, and identified by the Wakulla County Property Appraiser as Parcel ID's 00-00-048-000-09859-000; 00-00-006-0000-06211-000; 00-00-111-000-11755-000; and 22-55-02W-000-02809-000, together with a parcel identified as sovereign lands located adjacent to Bottoms Road Landing, (collectively the "Subject Property"); and

WHEREAS, the Subject Property is adjacent to the 220-mile Florida Scenic Highway known as the Big Bend Scenic Byway (hereinafter referred to as the "Byway"); and

WHEREAS, in May 2006, the Corridor Management Entity (the "CME") was established to serve as the caretaker of the Byway and to take the lead in monitoring and implementing the 2007 Corridor Management Plan (the "CMP") adopted for the Byway; and

WHEREAS, the CME worked in conjunction with the U.S. Department of Agriculture Forest Service to prepare a plan designed to implement the goals and objectives of the CMP and contain the design guidelines and prototypes to be used by contractors and fabricators to construct the improvements along the Byway (the "Byway Improvements"), with such plan finalized and approved by the CME on March 4, 2010 as the Big Bend Scenic Byway Interpretive and Wayshowing Plan which, by this reference, is hereby incorporated as part of this Agreement (the "Interpretive and Wayshowing Plan"); and

WHEREAS, in order to implement the construction, fabrication, and installation of the Byway Improvements, a study was completed in June 2011 by Diane Delaney and Pamela Portwood, on behalf of the CME, entitled Implementation Study of the Big Bend Scenic Byway Roadside Interpretation Plan which, by this reference, is also hereby incorporated as part of this Agreement (the "Implementation Study"); and

WHEREAS, the CME was awarded a federal grant (the "Grant") managed through the Florida Department of Transportation to fund the final design and construction of Byway Improvements as shown and implemented in the Interpretive and Wayshowing Plan and Implementation Study, respectively; and

WHEREAS, Facilitator is the Agency responsible for implementing and managing the Grant funding for the Byway, and for directing and managing the final design and construction of the Byway Improvements; and

WHEREAS, the Grant requires Facilitator to provide match funding in an amount equal to 20% of the Grant amount; and

WHEREAS, Participant, as a member of the CME, wishes to participate in accomplishing the goals and objectives of the CMP to enhance and improve to the Byway by permitting a certain number of the Byway Improvements to be constructed on the Subject Property and by providing a portion of the match funding for the Grant in the form of cash, materials, and/or labor (the "Match Funding"); and

WHEREAS, Participant and Facilitator wish to establish with this Agreement the manner in which Facilitator will be permitted to utilize a portion of the Subject Property for the construction of the Byway Improvements, and which Participant will contribute Match Funding for such construction.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Participant and Facilitator agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated into the terms of this Agreement.

2. Grant of License; Licensed Area Defined. Participant hereby licenses to Facilitator, its employees, contractors, agents, successors, and assigns, in accordance with the terms and conditions set forth in this Agreement, that certain area of the Subject Property adjacent to the Byway as depicted in Exhibit "A" attached hereto and incorporated herein by this reference (the "Licensed Area"). With regard to the Licensed Area, Participant and Facilitator acknowledge and agree to the following:

a. Not Real Property. This Agreement constitutes a license for the use of the Licensed Area and does not grant any permanent possessory interest in real property, nor shall this Agreement be construed as conveying any real property interest in the Licensed Area.

b. Term of License. The term of this license shall commence on the Effective Date of this Agreement and shall continue thereafter until the latest date of expiration of the warranty periods for any of the Participant Improvements constructed and lying within the Licensed Area. The expiration date of this license may be extended upon written agreement of the parties.

c. Approximate Boundaries. The boundaries of the Licensed Area as depicted herein are intended to be an approximation and are not to scale. As such, to the extent the Licensed Area encroaches on to abutting property not owned by Participant, the boundaries of the Licensed Area shall be deemed to be the nearest actual boundary of the Subject Property.

d. No License Fee. The mutual covenants and conditions contained in this Agreement represent sufficient consideration for this Agreement and, as such, Facilitator shall not be required to pay a fee for the license of the Licensed Area.

e. License Revocable. The license granted herein shall be revocable by Participant in accordance with the terms set forth in paragraph 10 below; provided, however, that such revocation of the license shall have no force and effect on the remaining rights and obligations of Participant

and Facilitator that do not necessarily rely upon the existence of the license, and such remaining rights and obligations shall survive a revocation of the license granted herein.

3. Permitted Use. The use of the Licensed Area by Facilitator, its employees, contractors, agents, successors, and assigns shall be limited to only the following activities:

- a. Construction of the Participant Improvements (as that term is defined in paragraph 4 below);
- b. Ingress and egress of vehicles and equipment as needed to construct the Participant Improvements; and
- c. Temporary storage and staging of equipment and materials as needed to construct the Participant Improvements.

4. Participant Improvements; Ownership. For purposes of this Agreement, the term "Participant Improvements" shall refer to those Byway Improvements to be constructed on the Subject Property as depicted in Exhibit "B" attached hereto and incorporated herein by this reference. With regard to the Participant Improvements, Participant and Facilitator acknowledge and agree to the following:

- a. The Participant Improvements as depicted herein are artist renderings as contained in the Interpretive and Wayshowing Plan and Implementation Study, and are only intended to represent the design guidelines and prototypes of the Byway Improvements. As such, the final design of the Participant Improvements may vary from those depicted in Exhibit "B."
- b. The installation of all tertiary signs, as identified and shown in the Interpretive and Wayshowing Plan and Implementation Study, has been completed as of the Effective Date of this Agreement and, as such, will not be considered as part of the Participant Improvements.
- c. The installation of any and all site approach markers, as identified and shown in the Interpretive and Wayshowing Plan and Implementation Study, will require further coordination between Facilitator and the Florida Department of Transportation ("FDOT") to allow for such installation to occur within the FDOT right-of-way. Therefore, such installation will be addressed as part of a separate agreement and will not be considered as part of the Participant Improvements.
- d. Facilitator's role is merely to facilitate the design and construction of the Participant Improvements by acting as the Agency responsible for implementing and managing the Grant funding for the Byway. Facilitator shall at no time assume any ownership rights or responsibilities of the Participant Improvements. As such, any and all ownership rights and responsibilities associated with the Participant Improvements shall, at all times, be that of Participant. This subparagraph shall survive the termination or expiration of the term of the license for the Licensed Area.

5. Match Funding. In lieu of contributing cash, Participant shall contribute in-kind Match Funding consisting of materials and labor having an equivalent cash value in the amount of Nineteen Thousand Three Hundred and 00/100 Dollars (\$19,300.00). Such in-kind Match Funding shall include, but not be limited to, the types and quantities of material and labor as set forth in Exhibit "C" attached hereto and incorporated herein by this reference, and shall be provided as directed by Facilitator, at Facilitator's discretion, in order to best accommodate the construction of the Participant Improvements..

6. Permitting of Participant Improvements; Further Assurance and Cooperation. To the extent Participant is a jurisdictional permitting authority involved in the permitting for the construction of the Participant Improvements, Participant shall make reasonable efforts to seek a waiver of any of its permitting fees required for such construction. Furthermore, Participant acknowledges and agrees that, in order to assure the timely construction of the Participant Improvements with no interruption or delay,



Participant shall cooperate with Facilitator in the permitting process by executing, upon request, any and all documents as required by the various permitting authorities involved in such construction.

7. Repair, Replacement, and Maintenance of Participant Improvements; Contractor Warranties. The maintenance, repair, and replacement of the Participant Improvements, whether required during or after construction thereof, shall be the responsibility of Participant at Participant's expense. Any such repairs and replacements that are covered under any warranty or guaranty provided by Facilitator's contractors shall be coordinated through Facilitator. Upon receipt of a written request from Participant for such warranty repairs, Facilitator shall, no later than five business days after such receipt, notify its contractor of Participant's warranty repair request.

8. Compliance with Laws, Regulations, and Other Legal Requirements. With regard to the use of the Licensed Area, Facilitator shall comply with all applicable federal, state, and local laws, regulations, and standards including, but not limited to, any applicable laws related to environmental protection or public health and safety, as well as those relating to the operation and maintenance of any equipment or personal property on, or in, the Licensed Area.

9. Termination by Facilitator. Facilitator may terminate this Agreement for any reason, subject to the satisfaction of the following conditions:

a. Facilitator shall deliver written notice to Participant of Facilitator's intent to terminate; provided, however, such termination shall not be effective until three (3) business days after Participant's receipt of written notice of Facilitator's intent to terminate.

b. Upon Participant's request, Facilitator shall, at Facilitator's expense, remove any partially constructed Participant's Improvements.

10. Termination by Participant. The license granted herein may be revoked by Participant for any reason. However, with regard to the remaining provisions of this Agreement that survive such revocation in accordance with paragraph 2 above, Participant may terminate such remaining provisions for any reason, subject to the satisfaction of the following conditions:

a. Participant shall deliver written notice to Facilitator of Participant's intent to terminate; provided, however, such termination shall not be effective until two (2) business days after Facilitator's receipt of written notice of Participant's intent to terminate, unless Participant has given Facilitator the opportunity to take corrective action pursuant to paragraph 11 below.

b. With regard to any of the Participant Improvements that have been partially constructed within the Licensed Area, Facilitator's obligation to complete such Participant Improvements shall be deemed released and waived as of the date of Participant's termination and, with regard to Participant's Match Funding to have been delivered in accordance with paragraph 5 above, Participant shall not be entitled to reimbursement of any such Match Funding delivered as of the date of Participant's termination.

c. Participant shall defend and hold Facilitator harmless from any and all loss or damages claimed against Facilitator by its contractors for any breach of contract resulting from Participant's termination.

11. Facilitator's Opportunity to Take Corrective Action. Prior to the Participant's termination of this Agreement, Participant shall provide to Facilitator written notice setting forth the reason for such termination and a reasonable period of time, not to exceed five (5) business days, within which Facilitator may complete any corrective action deemed necessary by Participant to prevent such termination.

12. Delivery of Notices. Any written notice required or permitted to be delivered by the terms and conditions of this Agreement shall be delivered by hand delivery or guaranteed overnight delivery service.

a. Notices to Participant shall be delivered to the address specified in the introductory paragraph of this Agreement or as specified in any change of address provided by Participant in accordance with the terms herein.

b. Notices to Facilitator shall be delivered to:

Leon County Public Works Department  
Attention: Director of Engineering Services  
2280 Miccosukee Road  
Tallahassee, FL 32308

With a copy delivered to:

Herbert W. A. Thiele, Esq.  
Leon County Attorney's Office  
301 S. Monroe Street, Suite 202  
Leon County Courthouse  
Tallahassee, FL 32301

c. All notices shall be effective upon delivery or attempted delivery during regular business hours. Either party may change its notice address upon written notice to the other party, given in accordance herewith by an authorized officer, partner, or principal.

13. Authority of Facilitator. Facilitator represents and warrants to Participant that the party executing on behalf of Facilitator is fully and properly authorized to execute and enter into this Agreement on behalf of Facilitator, and that the execution of this Agreement and the performance by Facilitator of its obligations hereunder have been duly authorized and approved by all necessary corporate action.

14. Authority of Participant. Participant represents and warrants to Facilitator that the party executing on behalf of Participant is fully and properly authorized to execute and enter into this Agreement on behalf of Participant, and that the execution of this Agreement and the performance by Participant of its obligations hereunder have been duly authorized and approved by all necessary corporate action.

15. Florida Law. This Agreement shall be governed by the laws of the State of Florida. Venue for any legal proceeding arising from this Agreement shall be the 2<sup>nd</sup> Judicial Circuit in and for Leon County, Florida unless otherwise agreed upon by the parties.

16. Time Is Of The Essence. Time is of the essence of this Agreement and all provisions contained herein.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

17. Incorporation of Prior Agreements; Modifications. This Agreement is the only effective agreement between the parties pertaining to the participation in the construction of the Byway Improvements, the provision of Match Funding, and the use of the Licensed Area, and no other agreements either oral or otherwise are effective unless embodied herein. All amendments to this Agreement shall be in writing and signed by all parties. Any other attempted amendment shall be void.

IN WITNESS WHEREOF, Facilitator and Participant have caused this Agreement to be duly executed as of the date first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

**UNITED STATES DEPARTMENT OF  
AGRICULTURE, FOREST SERVICE**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Name: \_\_\_\_\_

Its: \_\_\_\_\_  
(Print Title)

Date: \_\_\_\_\_

**LEON COUNTY, FLORIDA**

\_\_\_\_\_  
Name: \_\_\_\_\_

By: Vincent S. Long  
Its County Administrator

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

Approved as to Form:  
Leon County Attorney's Office

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Herbert W. A. Thiele, Esq.

**Composite Exhibit "A"**  
**Licensed Area**

**United States Department of Agriculture, Forest Service**  
**(St. Marks National Wildlife Refuge (NWR))**

**Junction of SR-365 and SR-367**  
**FNST at US-98**  
**Skipper Bay Turpentine**  
**Bottoms Road Landing**  
**Otter Lake Recreation Area**

Owner: US Dept. of Agriculture, Forest Service (St. Marks NWR)  
County: Wakulla  
Parcel No.: 00-00-048-000-09859-000  
Site: Junction of SR-365 and SR-367  
Address: SR-365



X - Approximate Location of Participant Improvements  
□ - Boundary of Licensed Area

Owner: US Dept. of Agriculture, Forest Service (St. Marks NWR)  
County: Wakulla  
Parcel No.: 00-00-006-000-06211-000  
Site: FNST at US-98  
Address: US-98 (Coastal Hwy.)



X - Approximate Location of Participant Improvements  
□ Boundary of Licensed Area

Owner: US Dept. of Agriculture, Forest Service (St. Marks NWR)  
County: Wakulla  
Parcel No.: 00-00-111-000-11755-000  
Site: Skipper Bay Turpentine  
Address: Skipper Bay Rd.



X - Approximate Location of Participant Improvements  
[ ] Boundary of Licensed Area

Owner: US Dept. of Agriculture, Forest Service (St. Marks NWR)  
County: Wakulla  
Parcel No.: None (Sovereign Lands)  
Site: Bottoms Road Landing  
Address: Bottoms Rd.



X - Approximate Location of Participant Improvements  
□ Boundary of Licensed Area



Owner: US Dept. of Agriculture, Forest Service (St. Marks NWR)  
County: Wakulla  
Parcel No.: 22-5S-02W-000-02809-000  
Site: Otter Lake Recreation Area  
Address: Otter Lake Rd.



X - Approximate Location of Participant Improvements  
□ Boundary of Licensed Area

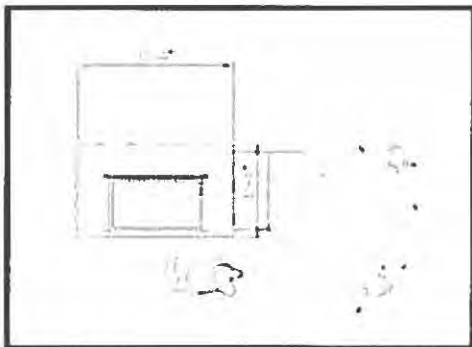
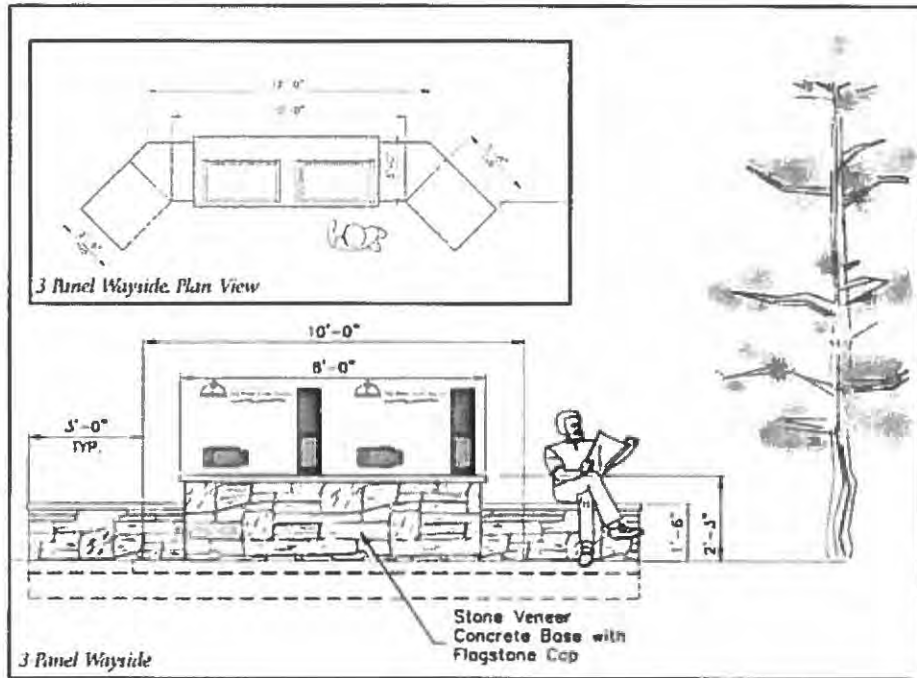
**Composite Exhibit "B"**  
**Participant Improvements**

**United States Department of Agriculture, Forest Service**  
**(St. Marks National Wildlife Refuge (NWR))**

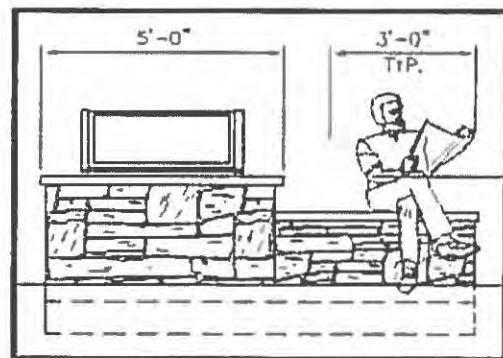
**Junction of SR-365 and SR-367**  
**FNST at US-98**  
**Skipper Bay Turpentine**  
**Bottoms Road Landing**  
**Otter Lake Recreation Area**

Owner: US Dept. of Agriculture, Forest Service (St. Marks NWR)  
County: Wakulla  
Parcel No.: 00-00-048-000-09859-000  
Site: Junction of SR-365 and SR-367  
Address: SR-365

### Wayside Exhibit



1-Panel Wayside Plan View

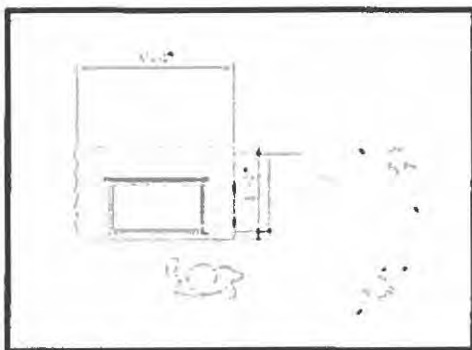
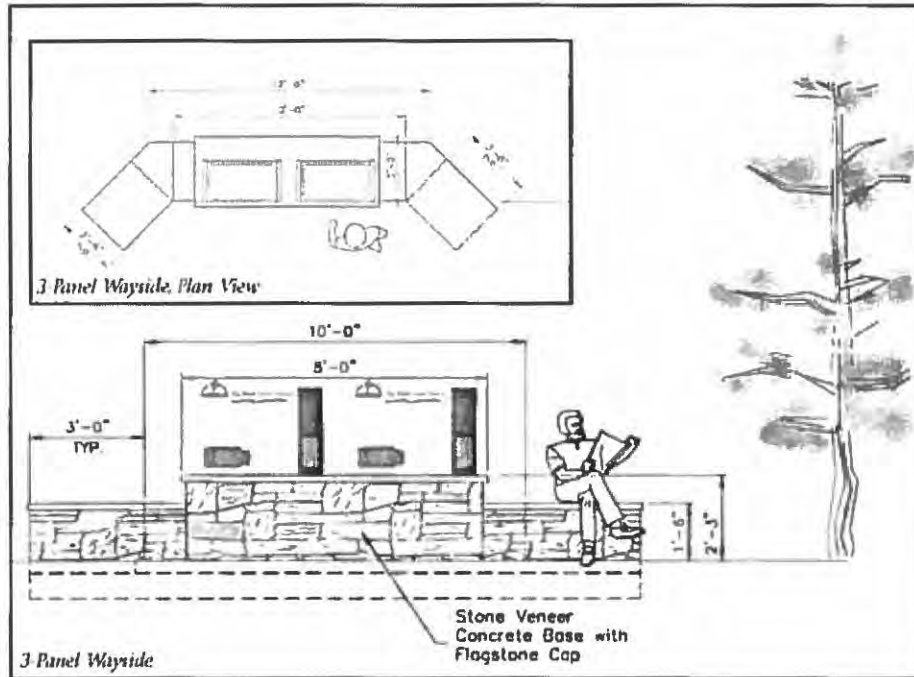


1-Panel Wayside

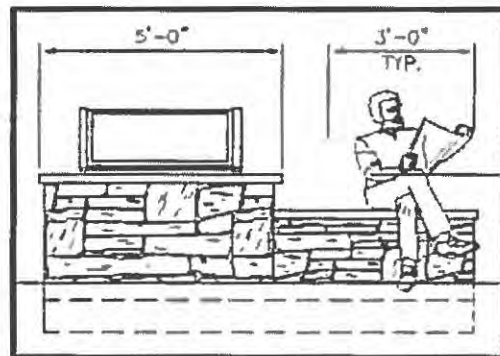
B1

Owner: US Dept. of Agriculture, Forest Service (St. Marks NWR)  
County: Wakulla  
Parcel No.: 00-00-006-000-06211-000  
Site: FNST at US-98  
Address: US-98 (Coastal Hwy.)

### Wayside Exhibit



*1-Panel Wayside, Plan View*

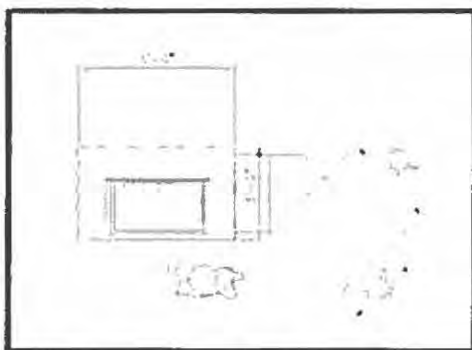
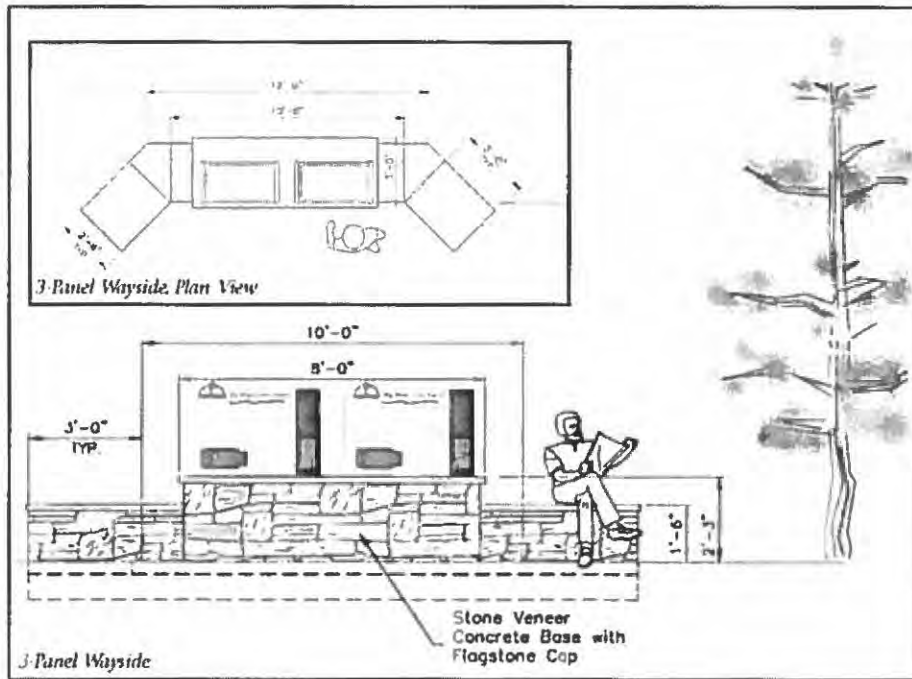


*1-Panel Wayside*

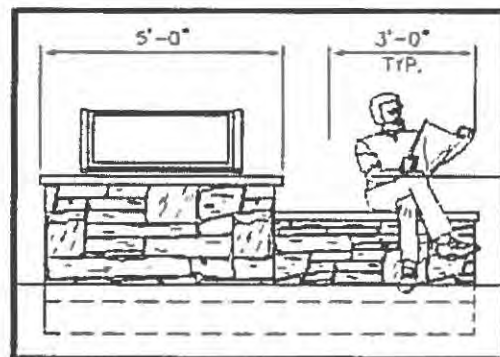
B2

Owner: US Dept. of Agriculture, Forest Service (St. Marks NWR)  
County: Wakulla  
Parcel No.: 00-00-111-000-11755-000  
Site: Skipper Bay Turpentine  
Address: Skipper Bay Rd.

### Wayside Exhibit



1-Panel Wayside, Plan View

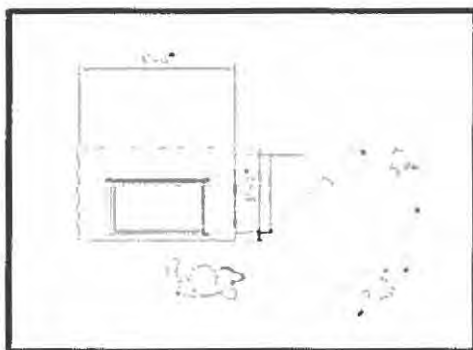
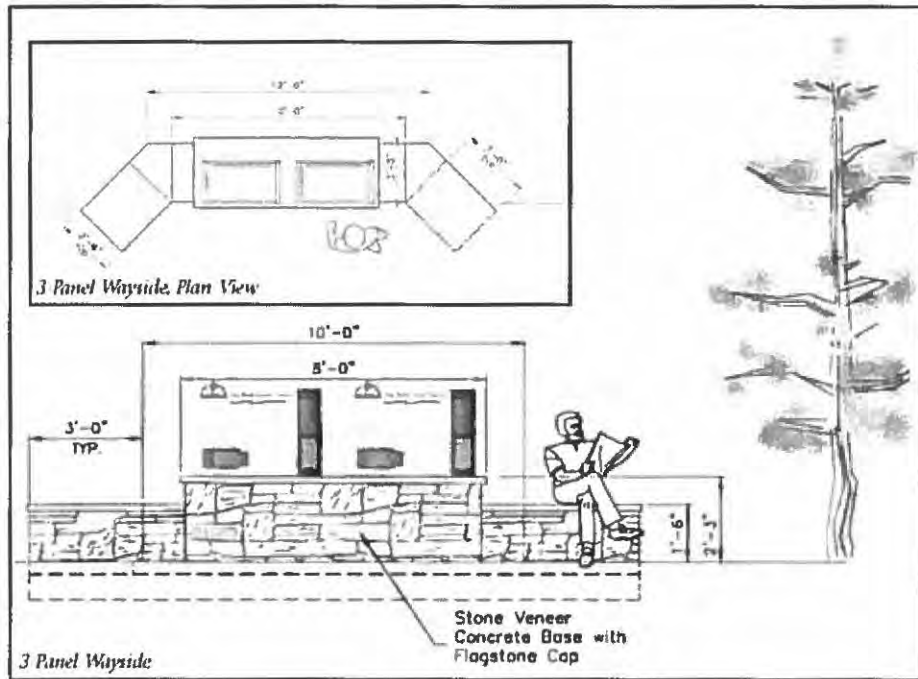


1-Panel Wayside

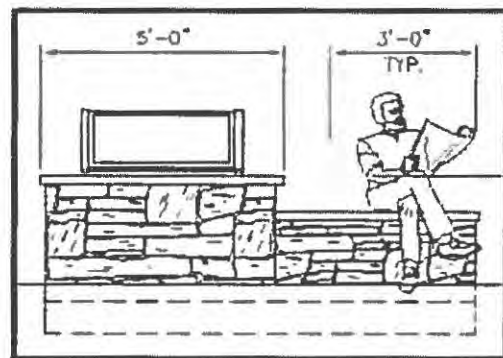
B3

Owner: US Dept. of Agriculture, Forest Service (St. Marks NWR)  
County: Wakulla  
Parcel No.: None (Sovereign Lands)  
Site: Bottoms Road Landing  
Address: Bottoms Rd.

### Wayside Exhibit



*1-Panel Wayside, Plan View*

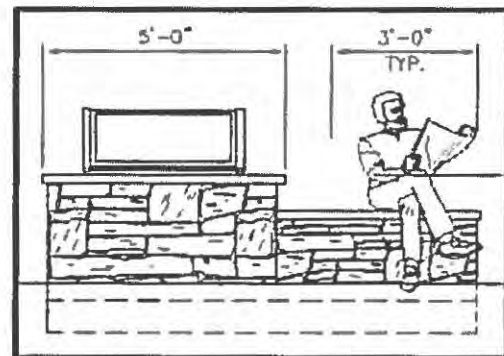
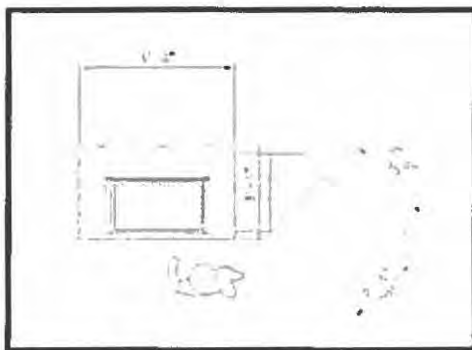
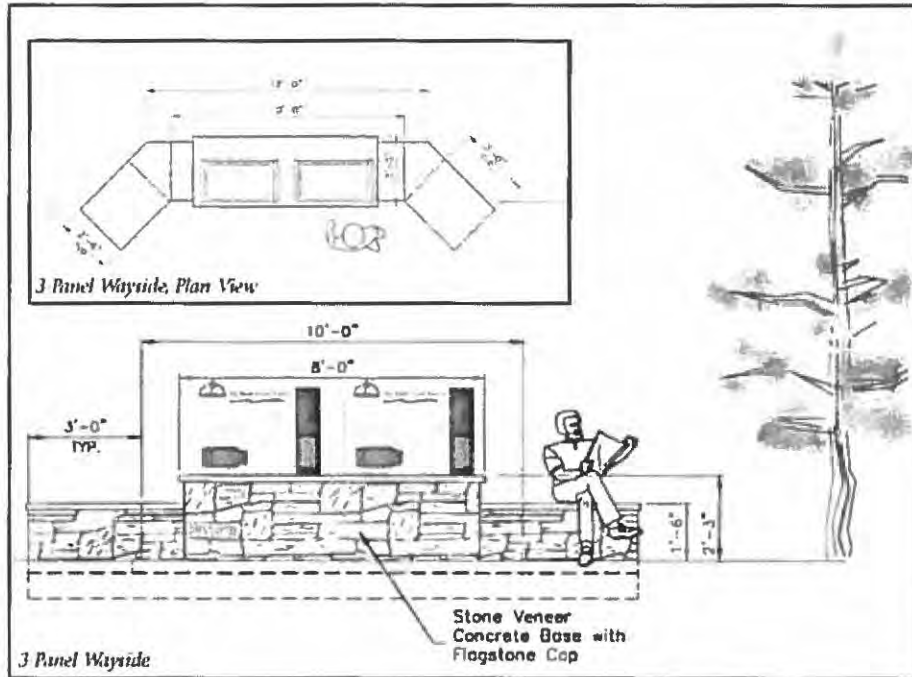


*1-Panel Wayside*

B4

Owner: US Dept. of Agriculture, Forest Service (St. Marks NWR)  
County: Wakulla  
Parcel No.: 22-5S-02W-000-02809-000  
Site: Otter Lake Recreation Area  
Address: Otter Lake Rd.

### Wayside Exhibit



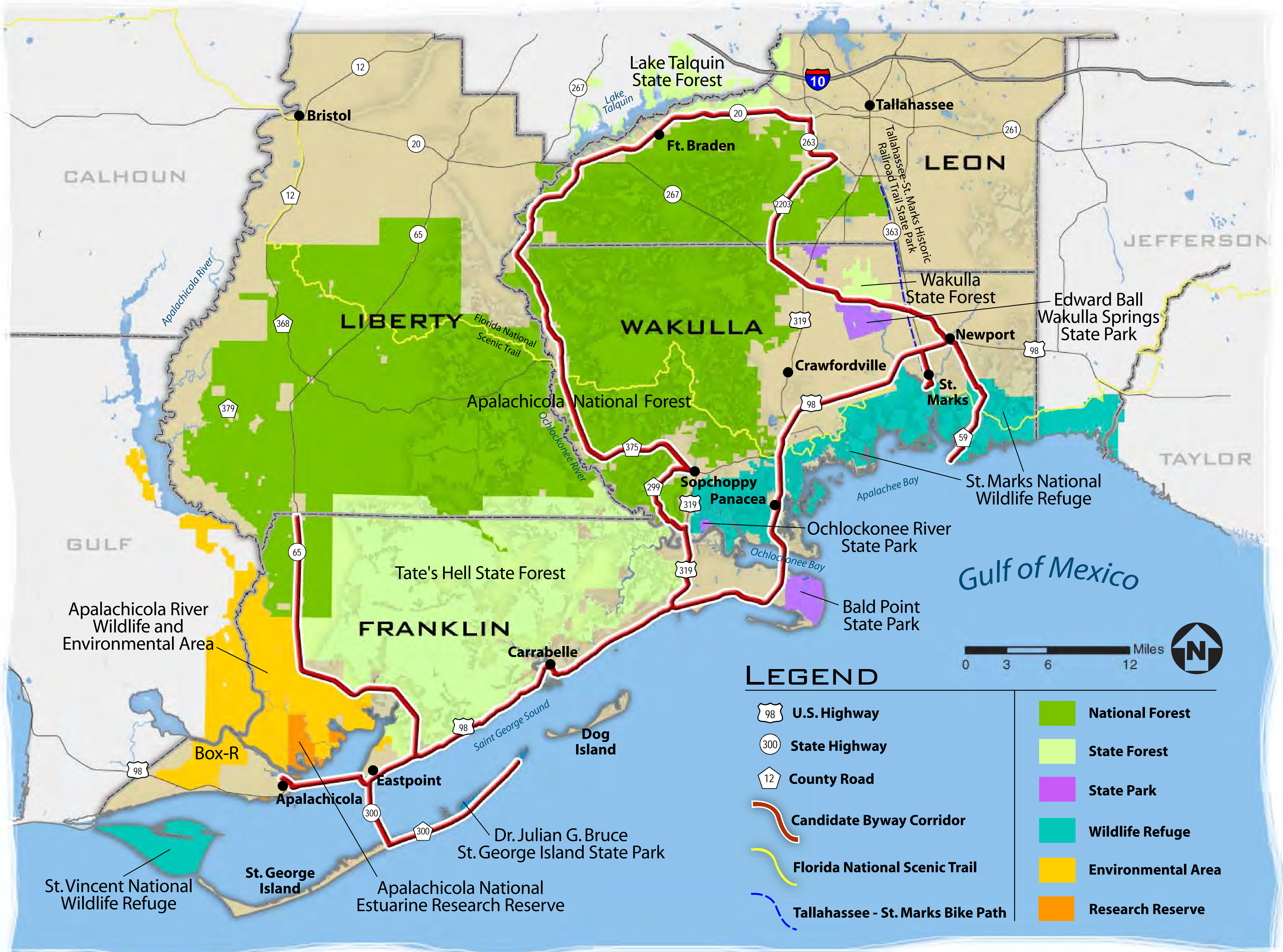
B5

**Exhibit "C"**  
**In-Kind Match Funding**  
**Materials and Labor**



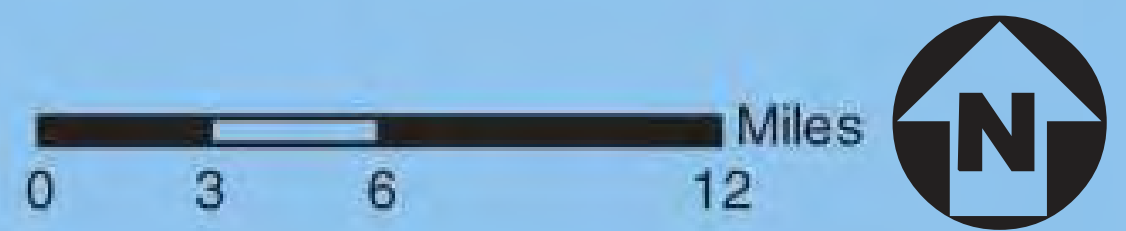
***PARTICIPANT TO PROVIDE LIST OF MATERIALS AND LABOR  
IN SPECIFIED TYPES AND QUANTITIES***

CI



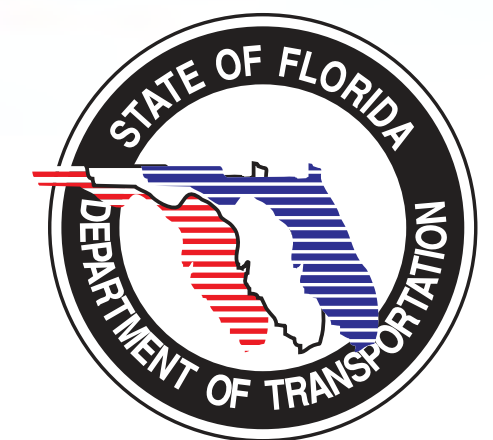
### LEGEND

- U.S. Highway
- State Highway
- County Road
- Candidate Byway Corridor
- Florida National Scenic Trail
- Tallahassee - St. Marks Bike Path
- National Forest
- State Forest
- State Park
- Wildlife Refuge
- Environmental Area
- Research Reserve



## CANDIDATE BIG BEND SCENIC BYWAY

### Franklin, Leon, and Wakulla Counties



Kimley-Horn and Associates, Inc.

Produced by the Big Bend Scenic Byway CAG in conjunction with FDOT and KHA.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #7**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #7

April 14, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Acceptance of Status Report for the Development of a Leon County Crisis Communications Plan

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County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Jon D. Brown, Director, Community and Media Relations

### **Fiscal Impact:**

This item has a fiscal impact. Funding for the development of a Crisis Communications Plan for Leon County and associated strategic public relations/marketing communications support services are allocated in the FY 2015 Operating Budget.

### **Staff Recommendation:**

- Option #1: Accept the status report for the development of a Leon County Crisis Communications Plan.
- Option #2: Authorize staff to continue progress towards the development of a Crisis Communications Plan for Leon County by use of the Countywide Continuing Supply Agreements for Video Production, Creative Design/Development, Print Production, and Strategic Public Relations and Marketing Communications Services.

## **Report and Discussion**

### **Background:**

At the December 8, 2014 Annual Retreat, the Board focused on Leon County's 2012 – 2016 Strategic Plan by reviewing progress made with respect to its current Strategic Initiatives and identifying new initiatives for the upcoming year, all of which support and advance its Strategic Priorities. One of the new strategic initiatives that was identified was to develop a Leon County "Crisis Management Communication Plan." This agenda item provides a status report for the recommended direction and development of that plan.

Approval of this update, and authorizing staff to continue progress towards the development of a Crisis Communications Plan for Leon County, is essential to the following revised FY 2012 – FY 2016 Strategic Initiative that the Board approved at the January 27, 2015 meeting:

- Develop a Leon County "Crisis Management Communication Plan."

This particular Strategic Initiative aligns with the Board's Strategic Priority - Quality of Life:

- Provide essential public safety infrastructure and services which ensure the safety of the entire community (Q2 - 2012).

### **Analysis:**

In Leon County Government's continuous efforts to keep citizens informed on County services, programs and important issues facing the community, Leon County Community and Media Relations (CMR) utilizes multiple communication methods related to public education/information, community outreach and liaising with local, regional, and national media partners.

In addition to the critical role that Community and Media Relations continues to play in the County's efforts to continuously enhance the community's ability to access Leon County government, to promote transparency and accountability, and to create awareness of the County's programs and services, another equally important responsibility that CMR actively trains and stands ready to perform is responding in the event that natural or man-made disasters occur in Leon County and surrounding areas.

While Leon County strives to stay ahead of the curve when it comes to Emergency Management and Emergency Operations by planning for and coordinating disaster response activities, most communities are never fully prepared for a catastrophic natural event. Additionally, even fewer communities are fully prepared for man-made disasters that can physically, fiscally, and emotionally destroy portions of the beloved community that many call home, and historically the man-made devastation has happened without warning.

Obviously, Leon County Government, Leon County Emergency Management, and a number of community partners take their collaborative responsibilities very seriously when it comes to weather disasters, other emergency events, how to prepare for and respond to these scenarios, and actively informing and protecting citizens' lives and property in the process.

The development of a Leon County Crisis Communications Plan will help identify, ahead of time, what to do, how to execute, where to go, and who to call on. In a time of peace, individuals' responsibilities can be delineated, processes can be evaluated, and procedures can be confirmed in a well-written plan; all while providing the flexibility of implementing variables into an ever-changing environment during a crisis.

Notwithstanding the outstanding work product, experience, and expertise of CMR staff and that of other County departments and divisions, the relatively modest in-house resources devoted to these functions occasionally require:

1. the use of best practices of other local governments throughout the nation, many whom have previously implemented similar plans, and
2. the assistance of outside vendors to help with various communications, education, information and marketing services that demand additional staffing or needs beyond those available internally.

On October 14, 2014, the Board of County Commissioners authorized staff to negotiate agreements for Countywide Continuing Supply of Video Production, Creative Design/Development, Print Production, and Strategic Public Relations and Marketing Communications Services. Based upon the negotiated agreements, the County now retains multiple vendors on an as-needed basis for project needs.

Staff recommends the following approach for the development of a Leon County Crisis Communications Plan:

- Research and identify best practices and working examples of other county and city governments throughout the nation, leveraging existing memberships and working relationships with the City-County Communications and Marketing Association (3CMA), the Florida Government Communicators Association (FGCA), the Florida Public Relations Association (FPRA), and the National Association of County Information Officers (NACIO).
- Leverage the expertise and experience of an outside vendor using the Countywide Continuing Supply Agreements for Video Production, Creative Design/Development, Print Production, and Strategic Public Relations and Marketing Communications Services.

**Options:**

1. Accept the status report for the development of a Leon County Crisis Communications Plan.
2. Authorize staff to continue progress towards the development of a Crisis Communications Plan for Leon County by use of the Countywide Continuing Supply Agreements for Video Production, Creative Design/Development, Print Production, and Strategic Public Relations and Marketing Communications Services.
3. Accept the status report for the development of a Leon County Crisis Communications Plan, with modifications.
4. Do not authorize staff to continue progress towards the development of a Crisis Communications Plan for Leon County by use of the Countywide Continuing Supply Agreements for Video Production, Creative Design/Development, Print Production, and Strategic Public Relations and Marketing Communications Services.
5. Board direction.

**Recommendation:**

Options #1 and #2.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #8**

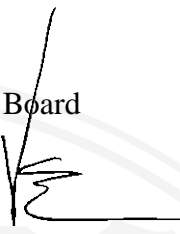


# Leon County Board of County Commissioners

## Cover Sheet for Agenda #8

April 14, 2015

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

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

**Title:** Acceptance of Status Report on Wakulla Springs Overland Tour

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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 Maggie Theriot, Assistant to the County Administrator for Organization and Citizen Solutions
<b>Lead Staff/ Project Team:</b>	Andy Johnson, Special Projects Coordinator

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #1: Accept the status report on the Wakulla Springs Overland Tour.

## **Report and Discussion**

### **Background:**

At the November 18, 2014 Board of County Commissioners meeting, the Board directed staff to work with Mr. Jim Stevenson, a member of the Wakulla Springs Alliance, to schedule a publically-advertised tour to visit multiple water sources. At the direction of the Board, this tour would be scheduled for early 2015.

### **Analysis:**

Pursuant to the Board's direction from the November 18, 2014 meeting, staff has conducted preliminary planning of the logistical details and transportation needs associated with this tour. However, staff has been unable to identify a tentative date, which is consistent with the availability of a majority of Commissioners, as well as the tour provider. In addition, the County Attorney has identified logistical concerns related to the public notice and accommodations required to successfully conduct this tour.

Considering these issues collectively, and unless otherwise directed by the Board, staff recommends that the scheduling conflicts and logistical difficulties indicated preclude the ability to arrange for the Board to take the Wakulla Springs Overland Tour as a group. Nevertheless, Commissioners may wish to take this tour individually; in which case, staff will be happy to make arrangements for any Commissioners who wish to do so.

### **Options:**

1. Accept the status report on the Wakulla Springs Overland Tour.
2. Do not accept the status report on the Wakulla Springs Overland Tour.
3. Board direction.

### **Recommendation:**

Option #1.

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #9**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #9

April 14, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of the FY 2013-14 Status Report Regarding Leon County-Owned Real Estate

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Tony Park, P.E., Director, Department of Public Works Tom Brantley, P.E., Director, Division of Facilities Management
Lead Staff/ Project Team:	Graham Stewart, Real Estate Manager Michael Battle, Real Estate Specialist

**Fiscal Impact:**

This item has no fiscal impact.

**Staff Recommendation:**

Option #1: Accept the FY 2013-14 status report regarding Leon County-owned real estate.

## Report and Discussion

### **Background:**

In January 2013, the Board directed that a report of all real estate-related activities occurring with Leon County-owned property be prepared and submitted on an annual basis. The following item is a summary of real estate-related activity during FY 2013 – 2014.

### **Analysis:**

#### **Portfolio of County-Owned Properties**

At the close of FY 2013 – 2014, the portfolio of County-owned real estate consisted of 440 parcels of property totaling 5,943.6 acres, which is an increase of 15 parcels totaling 107.0 acres from FY 2012 - 2013. A total of 25 new parcels were added to the portfolio and 10 existing parcels were removed.

The following is a description of the 25 new parcels added to the portfolio.

<b>Parcels</b>	<b>Description</b>
1	Property was purchased for a future 100 acre park in NE Tallahassee
2	Property was leased in the Bannerman Crossings II shopping center to serve as a temporary Bradfordville Community Center while the permanent building was moved to a new location resulting from the re-construction of Bannerman Road
3	Property ownership was discovered through a private citizen inquiry about purchasing the parcel. This is further explained in the Surplus Property section
4 – 11	Parcels were purchased by Leon County Division of Housing Services off the List of Lands Available for future affordable housing projects
12 – 17	Properties escheated to Leon County through the tax deed process
18	Property was donated to Leon County by a large national bank
19 - 25	Parcels were acquired for drainage, flooding, and water management projects

Of the 10 parcels removed from the portfolio, three were sold and seven were removed through consolidation of several contiguous parcels into larger parcels. The following is a description of the property disposal:

<b>Parcels</b>	<b>Description</b>
1	Property was sold via private sale in accordance with the Leon County Real Estate Policy 03-01
2 - 3	Properties originally acquired for affordable housing projects were sold to Habitat for Humanity Bannerman Road
4 - 7	Parcels were eliminated by consolidating five contiguous parcels that make up the Leon County Fairgrounds property, at the recommendation of the County Attorney's office, to form one new parcel
8 – 9	Parcels were eliminated by consolidating three contiguous parcels that comprise the Fred George Park in NW Leon County, at the recommendation of the County Attorney's office, to form one new parcel
10	Parcel was removed because it was discovered that Leon County had no claim to the ownership of the property because it was never formally conveyed to Leon County

The Real Estate portfolio includes 70 buildings owned by Leon County containing 2,007,830 square feet that are used to support the daily business of Leon County Government. A summary of these buildings is included in the following table.

<b>Buildings Owned by Leon County</b>				
<b>Site Name</b>	<b>Location</b>	<b>Primary Building Type</b>	<b>Number of Bldgs</b>	<b>Total Bldg. SF</b>
Leon County Courthouse	301 S Monroe Street	Office Building	2	541,810
Jail - Health Dept - Sheriff HQ -851	512 Eddie Boone Way	Jail/Health Dept./Mosquito	17	500,673
Leon County Government Annex	315 S Calhoun Street	Office Building	3	231,755
Renaissance Center (co-owned)	435 N Macomb Street	Office Building	2	109,152
Public Safety Complex (co-owned)	911 Easterwood Drive	Public Safety	2	96,993
Leroy Collins Library	200 Park Ave West	Main Library	1	88,230
Public Works Center	1800 N Blair Stone Road	Public Works	8	87,845
Lake Jackson Town Center At Huntington	3840 North Monroe Street	NW Library, Comm Center, Tax Collector, Retail Space	1	69,292
Gum Road Transfer Station -611	4900 Gum Road	Solid Waste Collection	4	31,793
Amtrak Station	918 Railroad Avenue	Train Station, Offices & Warehouse	3	26,266
Tharpe St Warehouse	3401 West Tharpe Street	Offices & Warehouse	1	25,728
Juvenile Detention Center	2303 Ronellis Drive	Juvenile Corrections	1	24,065
Facilities Managerment	1907 South Monroe Street	Offices & Warehouse	2	20,391
Public Health Unit	1515 Old Bainbridge Road	Public Health	1	18,369
Orange Ave Health Center	872 Orange Ave West	Public Health	1	16,179
Traffic Court	1920 Thomasville Road	Office Building	2	15,978
NE Branch Library	5513 Thomasville Road	Branch Library	1	14,662
B.L. Perry Library	2817 South Adams Street	Branch Library	1	13,684
US 27 Landfill	7550 Apalachee Pkwy	Solid Waste Collection	8	13,495
Agricultural Center	615 Paul Russell Road	Offices	1	13,289
Eastside Library	1583 Pedrick Road	Library	1	14,878
Woodville Library & Community Center	8000 Old Woodville Road	Community Center	1	8,820
Tourist Development Center	106 East Jefferson Street	Office Building	1	8,800
Ft. Braden Library	16327 Blountstown Hwy	Branch Library	1	7,664
Daniel B. Chaires Community Park & Community Center	4768 Chaires Cross Road	Community Park & Community Center	2	3,596
Miccosukee Community Center-852	13887 Moccasin Gap Road	Miccosukee Community	1	3,104
Bradfordville Community Center	3439 Bannerman Road	Community Center	1	1,319
<b>Total Buildings Owned by Leon County</b>			<b>70</b>	<b>2,007,830</b>

The County leases land to other entities for various purposes. The leases for these properties allow the tenant to construct buildings and improvement at their expense. Once these leases expire and the tenant leaves, Leon County becomes the owner of all improvements left on site.

Additionally, Leon County is a tenant in three properties that are leased from another entity. The following is a table of the leases Leon County is currently involved in as both a Lessor and a Lessee.

<b>County-owned Property Leases &amp; Buildings Leased by Leon County</b>				
<u>Site Name</u>	<u>Location</u>	<u>Current Property Use</u>	<u>Number of Bldgs</u>	<u>Total Bldg. SF</u>
<b>County-owned Property Leases</b>				
North Florida Fairgrounds	523 E Paul Russell Road	Fairgrounds	13	42,150
National Guard Armory	1225 Easterwood Drive	National Guard Armory	1	38,820
Tallahassee Developmental Center	455 Appleyard Drive	Health Care	5	30,933
American Red Cross	1115 Easterwood Drive	American Red Cross	1	21,639
Williams Road Fire Station	6370 Williams Road	Public Safety	1	840
Mahan/Micosukee Fire Station	4245 Heatherwood Drive	Public Safety	1	840
<b>Buildings Leased by Leon County</b>				
Supervisor of Elections	2990 Appalachee Parkway	Retail / Shopping center	1	31,332
Fort Braden Community Center	16387 Blountstown Hwy	Community Center	1	10,072
Bannerman Crossings II Shopping Center - Suite 14	6668 Thomasville Rd	Temp Community Center	1	1,300
<b>Total County-owned Property Leases &amp; Buildings Leased by Leon County</b>			<b>25</b>	<b>177,926</b>

### **Surplus Property**

There was no change in the Surplus category of property over the past year. However, as previously described, County ownership of one parcel was discovered by an individual request to purchase the property. Once the property was determined to be owned by Leon County, staff presented a September 24, 2013 agenda item to the Board, who declared the property “Surplus” and authorized its sale according to the Leon County Real Estate Policy No. 03-01.

### **Leasing Activity**

Leon County Real Estate has continued to manage County-owned property for generating revenue from these efforts. One of Real Estate's main functions is leasing vacant space in County-owned buildings where there is currently no need identified for any government functions. The three properties currently offered for rent are the Leon County Government Annex (formerly known as Bank of America Tower), the warehouse building at Amtrak property, and the Lake Jackson Town Center at Huntington (formerly known as Huntington Oaks). The results from each of these properties are as follows:

#### Leon County Government Annex

The Tower building is 83% occupied (17% vacancy rate) with County offices occupying 33% and private tenants occupying 50% of the useable space. For FY 2013 – 2014, the rental income generated by private tenancies was \$1,620,481. Beginning in late summer 2014, the County successfully recruited a large international internet company to occupy one of the newly developed “mini-suites.” Subsequently, a deal was negotiated with the new tenant (Cisco Systems, Inc.) who is expected to open their doors in March 2015. This occupancy level was made possible by renovation projects undertaken to enhance the image and efficiency of the Leon County Government Annex property. These FY 2013 – 2014 projects included:

- 1) Painting of the exterior of both the tower and three-story annex building;
- 2) Installing new window seals in the eight-story tower,
- 3) Upgrading the interiors of the lobby and elevator cabs in the tower; and
- 4) Installing a new insulated roof system for the tower building.

As noted previously, in January 2014, a vacant suite on the 8<sup>th</sup> floor of the building was redesigned in an attempt to try to meet the market demand by creating smaller “turn-key” suites that would meet market desire. The vacant space was reconstructed into two small “mini-suites” to attract new tenants that were previously interested in smaller office suites.

#### Amtrak Station / Warehouse

Beginning in late 2013, the County secured space for a new business located in the old freight depot warehouse at the Railroad Station /Amtrak complex on Railroad Avenue. In May 2014, DomiStation opened its doors as a company focusing on economic development in Leon County. DomiStation partnered with Leon County, Florida State University, and Florida Agricultural & Mechanical University to serve as a business incubator for startup companies needing office space and seeking capital to become established.

#### Lake Jackson Town Center at Huntington

The shopping center is 77% occupied with the County occupying 35%, including the Lake Jackson Library, Community Center, and a Tax Collector office; private tenants are occupying 42% of the useable space. The rental income generated from private tenancy for FY 2013 – 2014 was \$265,592. The Lake Jackson Town Center at Huntington continued to attract interest throughout the year; however, no new tenants were secured in the center. The property remains competitively priced within the market, but no potential tenants were willing to commit to leasing any space. A direct marketing campaign was launched during fall 2014 and, as a result, new tenants are expected in early 2015.

#### **Eminent Domain/Property Acquisition for County Projects**

Real Estate works in tandem with Public Works to acquire property rights for capital improvement projects performed by Leon County. These projects require both temporary and permanent property rights. Leon County acquires property rights through donations, direct purchases and in some cases eminent domain. Real Estate works on a daily basis with the County Attorney’s office to acquire these property rights. A sample of major projects currently underway includes the following:

- North Monroe Street turn-lane construction between John Knox Road and I-10.
- Autumn Woods neighborhood drainage improvement project.
- Kinhega Drive/Beech Ridge Trail road reconstruction.
- Ford’s Arm South site acquisition.
- 2/3 road improvement projects.
- Pullen Road / Old Bainbridge Road intersection improvement project.

#### **Tax Deed Parcel Acquisitions**

Over the past year, Real Estate has worked to update its records by incorporating all properties with delinquent tax certificates issued to Leon County into the GIS Database. The updates made to the GIS database will be helpful to staff with its tracking and evaluation of Tax Deeds and certificates issued pursuant to the next year’s Tax Certificate process.



**Options:**

1. Accept the FY 2013-14 status report regarding Leon County-owned real estate.
2. Do not accept the FY 2013-14 status report regarding Leon County-owned real estate.
3. Board direction.

**Recommendation:**

Option #1.

**Attachment:**

1. FY 2013-2014 Leon County Real Estate Portfolio

# Leon County Real Estate Portfolio

For Fiscal Year 2013 - 2014  
**Annual Status Report  
For Fiscal Year ending  
September 30, 2014**

The Leon County Real Estate Portfolio is comprised of 440 parcels of land containing 5,943.5 acres. This report highlights the changes that took place to the portfolio during the 2013 - 2014 fiscal year.

Mike Battle  
Real Estate Specialist  
Department of Facilities Management  
Division of Real Estate Management  
Leon County, Florida  
October 15, 2014

## **The Portfolio**

The Leon County Real Estate Portfolio is comprised of vacant land with a variety of uses as well as several properties that are improved with government office, commercial, industrial and warehouse buildings. The total acreage encompassed in the portfolio totals 5,943.6 acres and includes 99 buildings totaling 2,178,694 square feet that are used to support the daily business of Leon County government. At the close of the 2013 – 2014 fiscal year, the Leon County Real Estate Portfolio has grown by 15 parcels from the previous year's end and the total acreage of the portfolio has also increased by 107.0 acres. This activity in the portfolio brings the total parcels owned and controlled by Leon County the current level to 440 parcels from the 425 parcels at the end of FY 2012-13. In addition to what was accomplished in FY 2012-2013, real estate has added Tax Certificates issued to the County to the GIS Database. Under Chapter 197 of the Florida Statutes, the County Tax Collector is required to sell at auction Tax Certificates on parcels that are delinquent in the payment of the previous year's ad valorem taxes as of April 1 of the year following the current tax year. A status update of the outstanding Tax Certificates and the related Tax Deed Applications will follow in this report.

Figures 1 & 2 below illustrate the categorization of all Leon County owned properties. Figure 1 illustrates the net change in the number of parcels and acreage that occurred during FY 2013 – 2014 from the previous year. Figure 2 reflects the composition of the portfolio by the number of parcels and the corresponding number of acres encumbered in each category. Figure 2, below, also includes the number of buildings on the various "Use" Category along with their total building square footage.

(Figure 1)

**Total County Owned & Controlled Properties**

October 01, 2013 vs September 30, 2014

in the Tallahassee-Leon County GIS as of September 30, 2014

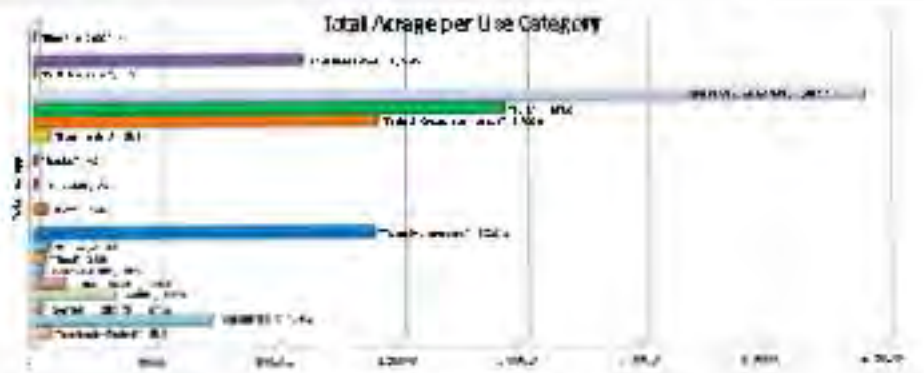
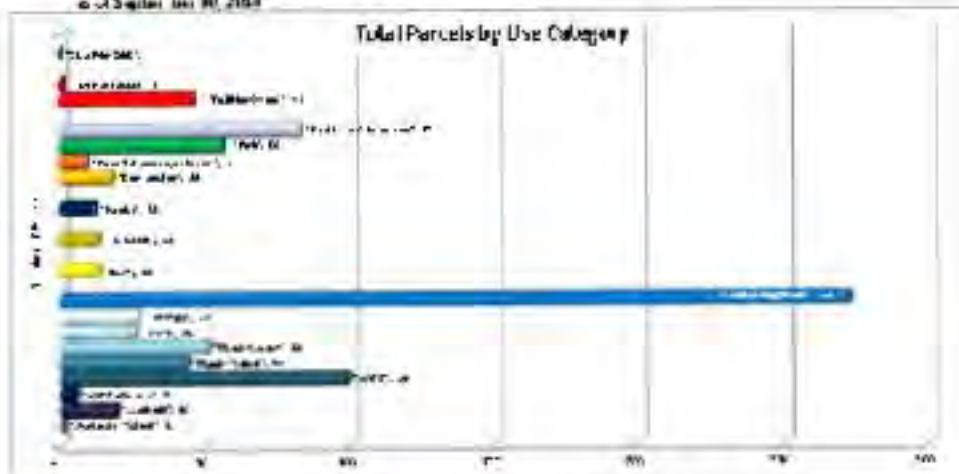
Use Category	Parcel Net Change 2012-2013 Fiscal Year to 2013-2014 Fiscal Year			Acreage Net Change 2012-2013 Fiscal Year to 2013-2014 Fiscal Year		
	Total Parcels as of September 30, 2013	Total Parcels as of September 30, 2014	Parcel Net Change	Total Acreage as of September 30, 2013	Total Acreage as of September 30, 2014	Parcel Net Change
"Blue Print 2000"	-	-	-	-	-	-
"Facilities"						
"Facilities- Leased"	9	1	(8)	1,408.1	1.3	(1,406.8)
"Facilities- Owned"	50	46	(4)	1,098.5	1,098.5	-
"Parks & Recreation"						
"Park"	57	56	(1)	1,823.8	1,927.6	103.7
"Parks & Greenways- Leased"	-	9	9	-	1,406.8	1,406.8
"Boat Landing"	18	18	-	61.9	61.9	-
<b>"Total Parks &amp; Recreation"</b>	<b>75</b>	<b>83</b>	<b>8</b>	<b>1,885.7</b>	<b>3,396.2</b>	<b>1,510.5</b>
"Surplus"	12	12	-	4.0	3.8	(0.2)
"Tax Deed"	-	13	13	-	2.7	2.7
"ROW"	13	13	-	48.0	48.0	-
"Water Management"						
"Drainage"	24	27	3	59.9	61.1	1.1
"Flood"	25	26	1	36.4	38.9	2.5
"Flood - County"	51	51	-	30.5	30.5	-
"Flood - Federal"	42	44	2	118.3	120.0	1.7
"SWMF"	99	99	-	332.0	327.4	(4.6)
"SWMF - Federal"	5	5	-	27.6	27.6	-
"Wetlands"	19	19	-	724.8	724.8	-
"Wetlands - Federal"	1	1	-	62.7	62.7	-
<b>Total Water Management</b>	<b>266</b>	<b>272</b>	<b>6</b>	<b>1,392.2</b>	<b>1,392.9</b>	<b>0.7</b>
<b>Total</b>	<b>425</b>	<b>440</b>	<b>15</b>	<b>5,836.5</b>	<b>5,943.5</b>	<b>107.0</b>

(Figure 2)

Total Parcel Portfolio by Use Category - Fiscal Year 2013 - 2014

as of December 31st, 2014

Use Category	Count	Total Acreage	Total Value	Total Area
<b>Land Use</b>				
Vacant	1	13	0	0
Vacant (Total)	1	13	0	0
<b>Residential</b>				
Single-Family	1	13	0	0
Multi-Family	0	0	0	0
<b>Commercial</b>				
Office	0	0	0	0
Retail	0	0	0	0
Industrial	0	0	0	0
Mixed-Use	0	0	0	0
<b>Public Works</b>				
Road	0	0	0	0
Water	0	0	0	0
Other	0	0	0	0
<b>Other</b>				
Other	0	0	0	0
<b>Grand Total</b>	<b>1</b>	<b>13</b>	<b>0</b>	<b>0</b>



Fiscal Year 2013 – 2014 Annual Status Report  
Leon County Florida Real Estate Portfolio  
Page 4 of 38

**Buildings** – Figure 3 below provides the number of buildings located on County parcels. There are a total of 99 buildings with various uses that include government and commercial office, retail, industrial, libraries, health services, warehousing and specialized buildings such as the Fleet building and the County jail. The total square footage of these building totals over 2,178,694 square feet. The following chart is a comprehensive list of all buildings owned by Leon County.

(Figure 3)

Parcels with Buildings

Site Name	Location	Primary Building Type	Number	Square Footage
<b>Owned Buildings</b>				
Leon County Courthouse	301 S Monroe St	Office Building	2	541,810
Jail - Health Dept - Sheriff HQ -851	512 Eddie Boone Way	Jail/Health Dept./Mosquit	17	500,673
Bank of America Complex	311 S Calhoun St	Office Building	3	231,755
Renaissance Center	435 N Macomb St	Office Building	2	109,152
Public Safety Complex	911 Easterwood Dr	Public Safety	2	96,993
Leroy Collins Library	200 Park Ave W	Main Library	1	88,230
Public Works Center	1800 N Blair Stone Rd	Public Works	8	87,845
Lake Jackson Town Center At Huntington	3840 N Monroe St	Nw Library, Tax Collector & Retail Space	1	75,716
North Florida Fairgrounds-853	523 E Paul Russell Rd	Fairgrounds	13	42,150
National Guard Armory	1225 Easterwood Dr	Armory	1	38,820
Tam Brawn Park	501 Easterwood Dr	Tam Brawn Park	6	32,724
Gum Road Transfer Station -611	4900 Gum Rd	Solid Waste Collection	4	31,793
Tallahassee Developmental Center	455 Appleyard Dr	Health Care	5	30,933
Amtrak Station	918 Railroad Ave	Train Station, Offices & Warehouse	3	26,266
Tharpe St Warehouse	3401 W Tharpe St	Offices & Warehouse	1	25,728
Juvenile Detention Center	2303 Ronellis Dr	Juvenile Corrections	1	24,065
American Red Cross	1115 Easterwood Dr	Land Lease	1	21,639
Facilities Management	1907 S Monroe St	Offices & Warehouse	2	20,391
Public Health Unit	1515 Old Bainbridge Rd	Public Health	1	18,369
Orange Ave Health Center	872 Orange Ave W	Public Health	1	16,179
Traffic Court	1920 Thomasville Rd	Office Building	2	15,978
NE Branch Library	5513 Thomasville Rd	Branch Library	1	14,662
B.L. Perry Library	2817 S Adams St	Branch Library	1	13,684
US 27 Landfill	7550 Apalachee Pkwy	Solid Waste Collection	8	13,495
Agricultural Center	615 Paul Russell Rd	Offices	1	13,289
Woodville Community Center	8000 Old Woodville Rd	Community Center	1	8,820
Tourist Development Center	106 E Jefferson St	Office Building	1	8,800
Ft. Braden Library	16327 Blauntstown Hwy	Branch Library	1	7,664
Daniel B. Chaires Community Park & Community Center	4768 Chaires Cross Rd	Community Park & Community Center	2	3,596
Miccasukee Community Center-852	13887 Maccasin Gap Rd	Miccasukee Community	1	3,104
Bradfordville Community Center	3439 Bannerman Rd	Community Center	1	1,319
Williams Rd Fire Station	6370 Williams Rd	Public Safety	1	840
Mahan/Miccasukee Fire Station	4245 Heatherwood Dr	Public Safety	1	840
<b>Total Owned Buildings</b>			<b>97</b>	<b>2,167,322</b>
<b>Leased Buildings</b>				
Ft Braden Community Center	16387 Blauntstown Hwy	Community Center	1	10,072
Bannerman Crossing - Suite 14	6668 Thomasville Rd	Community Center	1	1,300
<b>Total Leased Buildings</b>			<b>2</b>	<b>11,372</b>
<b>All Buildings</b>			<b>99</b>	<b>2,178,694</b>

**Leased Parcels** – The current portfolio has a total of 10 parcels that are leased, totaling a total of 1,428.2 acres, and are categorized in “Facilities – Leased” and “Parks & Greenways – Lease” on the GIS system. The majority of these parcels are used for recreation in the form of the Miccosukee and J.R. Alford Greenways. A breakdown of the parcels currently leased by Leon County is listed below:

- 4-parcels are leased from the State of Florida

(Figure 4)

<b>State of Florida</b>	<b>Acreage</b>	<b>Lease Expiration</b>	<b>Annual Cost</b>
Miccosukee Road	496.99	December 21, 2043	\$ 300.00
J. R. Alford Greenway			
Parcel 1 - 1231209010000	388.46	November 15, 2050	\$ 100.00
Parcel 2 - 1232209020000	293.79	November 15, 2050	\$ 100.00
Parcel 3 - 1230209010000	192.54	November 15, 2050	\$ 100.00

- 4 Parcels are leased from Leon County School Board

(Figure 5)

<b>Leon County School Board</b>	<b>Acreage</b>	<b>Lease Expiration</b>	<b>Annual Cost</b>
Canopy Oaks Community	10.70	May 31, 2027	\$ 1.00
Miccosukee Community Park (Old Concord School Property)	10.13	May 31, 2027	\$ 1.00
Ft Braden Elementary School (Ft Braden Community Park)	9.30	May 31, 2027	\$ 1.00
Ft Braden Community Cente	4.90	May 31, 2027	\$ 1.00

- One parcel is leased from the Trinity United Methodist Church for additional parking for the Main Library.

(Figure 6)

	<b>Acreage</b>	<b>Lease Expiration</b>	<b>Annual Cost</b>
Trinity United Methodist Church (Parking)	1.26	July 31, 2015	\$ 22,000.00

- A lease executed with Bannerman Crossing II, LLC for a 1,300 square foot retail suite in the Bannerman Crossing Shopping Center was executed in July 2014 for a temporary community center to substitute for the Bradfordville Community Center that was forced to close while the building is moved to the north side of Bannerman Road during the reconstruction and improvements to Bannerman Road. The lease for the suite expires in April 2015 (Figure 7)

(Figure 7)

	<b>Acreage</b>	<b>Lease Expiration</b>	<b>Annual Cost</b>
Temporary Bradfordville Community Center	1,300 SF	April 30, 2015	\$ 17,355.00



## Changes to the Portfolio during FY 2013 – 2014

(Figure 8)  
**Total County Owned Properties**  
October 01, 2013 vs September 30, 2014

in the Tallahassee-Leon County GIS as of September 30, 2014

Use Category	Total Parcels as of October 1, 2013	Transfers into		Transfers out			Acreage Adjustment	Total Parcels as of September 30, 2014
		Reclassified from another Category	Parcels added to Category	Ownership Correction/ Reversion	Reclassified to another Category or Consolidated	Parcels removed from Category		
"Blue Print 2000"	-	-	-	-	-	-	-	-
"Facilities"								
"Facilities - Leased"	9	-	-	-	(8)	-		1
"Facilities - Owned"	50	-	-	-	(4)	-		46
"Parks & Recreation"								
"Park"	57	-	1	-	(2)	-		56
"Parks & Geenways"	-	8	1	-	-	-		9
"Boat Landing"	18	-	-	-	-	-		18
<b>Total "Parks &amp; Recreation"</b>	<b>75</b>	<b>8</b>	<b>2</b>	<b>-</b>	<b>(2)</b>	<b>-</b>	<b>-</b>	<b>83</b>
"Surplus"	12	-	1	-	(1)	-		12
"Tax Deed"	-	1	14	-	-	(2)		13
"ROW"	13	-	-	-	-	-		13
"Water Management"								
"Drainage"	24	1	2	-	-	-		27
"Flood"	25	-	1	-	-	-		26
"Flood - County"	51	-	-	-	-	-		51
"Flood - Federal"	42	-	2	-	-	-		44
"SWMF"	99	-	2	(1)	(1)	-		99
"SWMF - Federal"	5	-	-	-	-	-		5
"Wetlands"	19	-	-	-	-	-		19
"Wetlands - Federal"	1	-	-	-	-	-		1
<b>Total Water Management</b>	<b>266</b>	<b>1</b>	<b>7</b>	<b>(1)</b>	<b>(1)</b>	<b>-</b>	<b>-</b>	<b>272</b>
<b>Total</b>	<b>425</b>	<b>10</b>	<b>24</b>	<b>(1)</b>	<b>(16)</b>	<b>(2)</b>	<b>-</b>	<b>440</b>

(Figure 9)

**Total County Acreage**  
October 01, 2013 vs September 30, 2014  
In the Tallahassee-Leon County GIS as of September 30, 2014

Use Category	Total Parcels as of October 1, 2013	Transfers Into		Transfers Out			Acreage Adjustments	Total Parcels as of September 30, 2014
		Reclassified from another Category	Parcels added to Category	Ownership Correction/ Reversion	Reclassified to another Category or Consolidated	Parcels removed from Category		
"Blue Print 3000"	-	-	-	-	-	-	-	-
"Facilities"								
"Facilities - Leased"	1,400	-	-	-	(1,400.0)	-	-	0
"Facilities - Owned"	1,098.5	-	-	-	(50.5)	50.5	50.5	1,098.5
"Parks & Recreation"								
"Trails"	1,823.6	-	100.0	-	(75.0)	-	79.5	1,928.6
"Trails - Greenways"	-	1,110.0	-	-	-	-	-	1,110.0
"Trails - Other"	61.5	-	-	-	-	-	-	61.5
<b>Total "Parks &amp; Recreation"</b>	<b>1,885.1</b>	<b>1,110.0</b>	<b>100.0</b>	<b>-</b>	<b>(75.0)</b>	<b>-</b>	<b>79.5</b>	<b>3,095.2</b>
"Surplus"	4.0	-	0.3	-	(0.3)	(0.3)	-	3.8
"Tax Deed"	-	3.2	2.8	-	-	(0.3)	-	5.7
"ROW"	48.0	-	-	-	-	-	-	48.0
"Water Management"								
"Authorized"	99.5	3.4	0.8	-	-	-	-	103.7
"Food"	56.4	-	2.5	-	-	-	-	58.9
"Food - County"	30.5	-	-	-	-	-	-	30.5
"Food - Federal"	25.9	-	1.7	-	-	-	-	27.6
"Water"	722.0	-	1.1	(1.0)	(0.0)	-	-	721.1
"Water - Federal"	27.5	-	-	-	-	-	-	27.5
"Wetlands"	724.8	-	-	-	-	-	-	724.8
"Wetlands - Federal"	62.7	-	-	-	-	-	-	62.7
<b>Total Water Management</b>	<b>1,392.9</b>	<b>3.4</b>	<b>3.1</b>	<b>(1.0)</b>	<b>(0.0)</b>	<b>-</b>	<b>-</b>	<b>1,392.9</b>
<b>Total</b>	<b>5,806.5</b>	<b>1,407.0</b>	<b>109.1</b>	<b>(5.3)</b>	<b>(1,200.2)</b>	<b>(0.3)</b>	<b>129.6</b>	<b>5,941.5</b>

The number of properties contained within the portfolio increased by 15 parcels during the 2013 - 2014 Fiscal Year. A total of 26 parcels were added the portfolio and 11 parcels were removed. Of the parcels that were eliminated from the list, 3 parcels were sold and 8 parcels were consolidated and re-categorized within the portfolio into larger parcels. Details of the activity in all categories of property are explained below:

**1. Facilities – Owned**

4 - parcels removed through the consolidation of 5 parcels that comprise the property known as the North Florida Fair grounds. This task was undertaken to simplify and clarify ownership of those parcels that make up the leased premises comprising the Leon County Fairgrounds.

**2. Parks & Recreation**

1 - parcel was added to the portfolio in October 2013. Leon County finalized the purchase of 100 acres of land in the northeast portion of the County at the intersection of Thomasville and Procter Road for a future park.

2 - parcels were removed from the portfolio by combining 3 separate parcels that comprise the Fred George Park in NW Leon County into 1 main parcel. This task was undertaken because Leon County purchased the properties that comprise the park through multiple land deals from different property owners and in order to clarify the ownership the parcels were combined into one.

1 – parcel added to Parks & Greenways – Leased – this stemming from the lease of retail space for a temporary site for the Bradfordville Community Center while the permanent main building is moved and to be re-opened after the reconstruction of Bannerman Road is complete.

**3. Surplus**

1 - parcel of property was added to this category. *However*, the same parcel was removed after its subsequent sale. The subject property was initially added to this list because a private citizen discovered that Leon County held title to a small piece of property that was used as a 30' wide access easement for a road construction project by the State of Florida back in the 1950's. At the conclusion of the project the property was donated to Leon County. The owner of an adjacent parcel who discovered that 30' access easement property was owned by Leon County inquired about purchasing the property through a private sale which is allowed under the Leon County Real Estate Policy. The 30' access easement property that was added to the portfolio in October 2013 was sold via private sale to one of the adjacent property owners at appraised value \$400.00 in accordance with Leon County real estate policy.

4. **Tax Deed Properties** – A total of 13-parcels were added to the new category.

Throughout FY 2013 – 2014 real estate realized that a growing number of properties were becoming delinquent on paying the ad-valorem (county real estate) taxes and were having tax liens placed on them by the Leon County Tax Collector. As a result of several of these properties not paying their real estate taxes for several years, Florida Statute dictates that all properties with delinquent ad valorem taxes are required to go through a Tax certificate / Tax Deed process in order to collect the taxes or the property eventually escheats to Leon County who becomes the owner through the tax deed process. Real estate realized that due to the expected number of properties that may potentially escheat to County ownership over the next few years that tracking all properties involved in this process became increasingly necessary and a new category within the GIS land database was added to track all “Tax Deed” properties that are now owned by Leon County.

Throughout the year, 15 parcels were added to the portfolio and 2 were removed through a sale to Habitat for Humanity. Eight (8) parcels were purchased off the List of Lands Available (LOLA) for the Leon County Housing Division for future affordable housing developments. After the 8 parcels were acquired by Leon County, staff was directed by the Board during the January 29, 2013 meeting to offer Habitat for Humanity the right to acquire them before moving forward with any projects. Habitat for Humanity decided to purchase 2 of the 8 properties from Leon County for the amount of back taxes and fees accumulated against them. There was no fiscal impact to Leon County to transfer the two parcels to Habitat for Humanity as the County sold them for what they paid for them. Another 6 parcels were added to this category through escheatment process.

1 more property added to this category was a single family residential property improved with a house that was donated to Leon County by a large national bank. The property was acquired and accepted for the purpose of increasing the inventory of properties available for Leon County’s affordable housing program.

(Figure 10)  
Tax Deeds added and removed from RE Portfolio

Owner	Location	Parcel ID	Type	Description	Area
Leonor Hackby Rd	Leonor Hackby Rd	1125200930000	Tax Deeds	ATordable -housing parcel 2	1.00
Sams L	6035 SAMS LN	1125200450000	Tax Deeds	ATordable -housing parcel 1	0.57
Jure Louv St P0030	DELOUIS ST	212564 P0030	Tax Deeds	ATordable -housing parcel 7	0.14
Volusia S. 00030	VOLUSIA ST	212564 00030	Tax Deeds	ATordable -housing parcel 6	0.13
Calloway St R0140	Calloway St	212535 R0150	Tax Deeds	ATordable -housing parcel 4	0.13
Holton St R0030	HOLTON ST	410127 R0040	Tax Deeds	ATordable -housing parcel 8	1.17
Isidoro S. Idolo St	Isidoro S. Idolo St	21241011000	Tax Deeds	Excluded FP - -residential -residential	1.00
Yale Rd	WADE RD	2234204080000	Tax Deeds	March 2013 - -referred to the County Justice delinquent taxes	0.20
Atkinson + Housing - 221 Galsola St	124 GALSO LA S	410254 10100	Tax Deeds	ATordable -housing	0.14
Blountstown Hwy	ELDON ST/DY/N HWY	4308200700000	Tax Deeds	March 2013 - Excluded to the County Justice delinquent taxes	0.10
Oak Creek Sub Lot 75	OAK CREEK BLVD	4124550000750	Tax Deeds	March 2013 - Excluded to the County Justice delinquent taxes	0.05
Oak Creek Sub Lot 144	OAK CREEK BLVD	4124550000144	Tax Deeds	March 2013 Excluded to the County Justice delinquent taxes	1.114
Oak Creek Sub Lot 75	OAK CREEK BLVD	4124550000750	Tax Deeds	March 2013 - Referred to the County Justice delinquent taxes	0.04
<b>Parcels Sold to Be Bend Habitat for Humanity</b>					
Colorado St EC 350	1432 CO. CRADO ST	212564 EC 350	Tax Deeds	Sold to Habitat for Humanity	0.15
Harlem St 00150	Harlem St	212535 00150	Tax Deeds	Sold to Habitat for Humanity	0.13

5. **Water Management/Drainage** - 2 parcels were added via acquisition to enhance Bright Drive drainage and 1 was re-characterized from Water Management/SWMF.
6. **Water Management/Flood** – 1 parcel was added to this category. A 2.47 acre parcel located at 8782 Flicker Rd in southern Leon County by donation.
7. **Water Management/Flood – Federal** – 2 parcels were purchased with Federal grant funds through the Flooded Property Purchase program and were acquired for flood mediation for homesteaded properties for applicants who qualified under the grant.
8. **Water Management/SWMF** – 2 parcels were added to the Category. A .43 acre parcel known as the Centerville Trace Dam and a related .66 storm water pond, Centerville Trace-A0180 located on Moll Pitcher Ct.

2 parcels were removed from the category. One parcel was re-categorized to Water Management/Drainage and one parcel that served as a storm water pond that was never formally conveyed to Leon County was removed from the portfolio.

Storm water ponds that are part of planned subdivision that were dedicated by plat to the County are not owned by the county, dedication of a parcel for a specific or public use is not a formal conveyance of title. When parcels of this nature are found in the portfolio, the ownership of the parcel, as reflected on the County's Rent Roll, the parcel reverted back to the developer of the subdivision or the last recorded owner.

### **Parcels without formal conveyance**

During the review of the portfolio it has been noted that the County still has 39 parcels, down 1 from the same period in 2012 – 2013, (Figure 11) that do not appear to have a formal conveyance to the County. Real Estate Management Division is continuing to review and research these parcels to determine proper ownership. 25 parcels of the 39 are some sort of dedication via plat ; these are commonly storm water ponds, drainage and easements, etc. of developed subdivisions required by growth management. A dedication via plat is not a formal conveyance of title, ownership rights to the parcel remains with the dedicating entity.





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(Figure 11)

Fiscal Year 2013 - 2014 Competition to Local County Government Services									
Item #	Item Name	Ref ID	Current	SN	SN Category	Year	1st Qtr	2nd Qtr	3rd Qtr
1	Water Utility Fee	1000000000	Water	Utilities	Water	2013			
2	Water Utility Fee	1000000000	Water	Utilities	Water	2013			
3	Water Utility Fee	1000000000	Water	Utilities	Water	2013			
4	Water Utility Fee	1000000000	Water	Utilities	Water	2013			
5	Water Utility Fee	1000000000	Water	Utilities	Water	2013			
6	Water Utility Fee	1000000000	Water	Utilities	Water	2013			
7	Water Utility Fee	1000000000	Water	Utilities	Water	2013			
8	Water Utility Fee	1000000000	Water	Utilities	Water	2013			
9	Water Utility Fee	1000000000	Water	Utilities	Water	2013			
10	Water Utility Fee	1000000000	Water	Utilities	Water	2013			
11	Water Utility Fee	1000000000	Water	Utilities	Water	2013			
12	Water Utility Fee	1000000000	Water	Utilities	Water	2013			
13	Water Utility Fee	1000000000	Water	Utilities	Water	2013			
14	Water Utility Fee	1000000000	Water	Utilities	Water	2013			
15	Water Utility Fee	1000000000	Water	Utilities	Water	2013			
16	Water Utility Fee	1000000000	Water	Utilities	Water	2013			
17	Water Utility Fee	1000000000	Water	Utilities	Water	2013			
18	Water Utility Fee	1000000000	Water	Utilities	Water	2013			
19	Water Utility Fee	1000000000	Water	Utilities	Water	2013			
20	Water Utility Fee	1000000000	Water	Utilities	Water	2013			
21	Water Utility Fee	1000000000	Water	Utilities	Water	2013			
22	Water Utility Fee	1000000000	Water	Utilities	Water	2013			
23	Water Utility Fee	1000000000	Water	Utilities	Water	2013			
24	Water Utility Fee	1000000000	Water	Utilities	Water	2013			
25	Water Utility Fee	1000000000	Water	Utilities	Water	2013			

(Figure 11)

Fiscal Year 2013-2014  
Consequence to Term Security Investment Vehicles

As of September 30, 2014

Portfolio	Vehicle	Acq. Date	Current Val.	YTD	Acct. Type	Rate	Rating	Qual. Assets	Notes
<div style="background-color: #ffff00; padding: 2px;">                     Vehicle(s) shown below are in the process of being liquidated                 </div>									
10	Strom-Nease-10.000	06/18/13	10000	1000	Water Management	0.00%	AAA	0.00%	Fiduciary investment vehicle
11	Strom-Nease-10.000	06/18/13	10000	1000	Water Management	0.00%	AAA	0.00%	Fiduciary investment vehicle
23	Wright-14.000	01/16/14	14000	1400	Water Management	0.00%	AAA	0.00%	Fiduciary investment vehicle
29	Port-Florida-14.000-10.000	11/27/13	14000	1400	Water Management	0.00%	AAA	0.00%	Fiduciary investment vehicle
30	Port-Florida-14.000-10.000	11/27/13	14000	1400	Water Management	0.00%	AAA	0.00%	Fiduciary investment vehicle
40	Wright-14.000	01/16/14	14000	1400	Water Management	0.00%	AAA	0.00%	Fiduciary investment vehicle
44	Wright-14.000	01/16/14	14000	1400	Water Management	0.00%	AAA	0.00%	Fiduciary investment vehicle
				Total Consequence to Term					

### **Parcels with Reversion Clauses in their Deed**

The portfolio also contains 17 parcels that have reversion clauses within their agreements (as shown in Figure 12 below) which reverts the ownership of the parcel back to original owner or their heirs if the County stops using the parcel for the intended purpose that the donor intended it to be used. 10 of the 17 parcels are leases and ownership never passes to the Lessee, upon the contractual expiration of the agreement all ownership rights remain with the Lessor.

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(Figure 12)

Fiscal Year 2013 - 2014

Parcels with Known or Estimated Value for the Entire Portfolio

As of September 30, 2014

Parcel ID	Address	Parcel ID	Use	Sub-Category	Area	Est. FMV	Total Value	Notes
<b>Section 18.03, Leon County Florida Real Estate Portfolio as of September 30, 2014</b>								
<b>Section 18.03(1)</b>								
<b>Section 18.03(1)(a)</b>								
<b>Section 18.03(1)(b)</b>								
<b>Section 18.03(1)(c)</b>								
<b>Section 18.03(1)(d)</b>								
<b>Section 18.03(1)(e)</b>								
<b>Section 18.03(1)(f)</b>								
<b>Section 18.03(1)(g)</b>								
<b>Section 18.03(1)(h)</b>								
<b>Section 18.03(1)(i)</b>								
<b>Section 18.03(1)(j)</b>								
<b>Section 18.03(1)(k)</b>								
<b>Section 18.03(1)(l)</b>								
<b>Section 18.03(1)(m)</b>								
<b>Section 18.03(1)(n)</b>								
<b>Section 18.03(1)(o)</b>								
<b>Section 18.03(1)(p)</b>								
<b>Section 18.03(1)(q)</b>								
<b>Section 18.03(1)(r)</b>								
<b>Section 18.03(1)(s)</b>								
<b>Section 18.03(1)(t)</b>								
<b>Section 18.03(1)(u)</b>								
<b>Section 18.03(1)(v)</b>								
<b>Section 18.03(1)(w)</b>								
<b>Section 18.03(1)(x)</b>								
<b>Section 18.03(1)(y)</b>								
<b>Section 18.03(1)(z)</b>								

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(Figure 12)

Fiscal Year 2013-2014  
Parcels with Deviation Classified Final Character of Parcel

As of September 30, 2014

Parcel ID	Parcel	Parcel ID	LA 101	MR	Sub-Use/Prop. Category	Value	Current Value	Total Value	Code
Unimproved									
Total Unimproved Parcels (Development)									
Total									
1	100-10000-0000-0000-0000	100-10000-0000-0000-0000	100-10000-0000-0000-0000	100-10000-0000-0000-0000	100-10000-0000-0000-0000	141	141		100-10000-0000-0000-0000
2	100-10000-0000-0000-0000	100-10000-0000-0000-0000	100-10000-0000-0000-0000	100-10000-0000-0000-0000	100-10000-0000-0000-0000	145	145		100-10000-0000-0000-0000
<b>Subtotal</b>						<b>286</b>	<b>286</b>		
New									
1	100-10000-0000-0000-0000	100-10000-0000-0000-0000	100-10000-0000-0000-0000	100-10000-0000-0000-0000	100-10000-0000-0000-0000	107	107		100-10000-0000-0000-0000
<b>Subtotal</b>						<b>107</b>	<b>107</b>		
Other									
Outstanding in Other Categories									
Total Outstanding in Other Categories									
<b>Subtotal</b>						<b>0</b>	<b>0</b>		
Development									
1	100-10000-0000-0000-0000	100-10000-0000-0000-0000	100-10000-0000-0000-0000	100-10000-0000-0000-0000	100-10000-0000-0000-0000	145	145		100-10000-0000-0000-0000
2	100-10000-0000-0000-0000	100-10000-0000-0000-0000	100-10000-0000-0000-0000	100-10000-0000-0000-0000	100-10000-0000-0000-0000	71	71		100-10000-0000-0000-0000
<b>Subtotal</b>						<b>216</b>	<b>216</b>		
<b>Grand Total</b>						<b>609</b>	<b>609</b>		

## **Summary**

In summary, the portfolio continues to grow and the reorganization of the TLCGIS Mapping Program has created a more productive and informative source of information regarding the Leon County Land Portfolio. The enhancement of the program has given users the ability to locate any particular piece of land owned or controlled by the County; determine its primary use, Tax ID, location, ownership, status, developmental potential, flood status, purchase date, location of the deed in the Official Records, size, the number of buildings included on each parcel, the total building square footage and the type of building on the parcel without having to go to several other sites. A detail listing of the all of the properties in the Leon County Real Estate Portfolio is attached in the appendix to this report.

## **Leasing Activity**

The Real Estate Division continues its efforts to find the highest and best use for any identified underutilized space in the County's real estate portfolio. In an effort to produce more revenue from its assets County's Administration has directed Real Estate market these locations to find tenants for the vacant leasable space existing in County owned buildings.

There are usually two types of leases; **Gross Lease**, is a lease in which all expenses associated with owning and operating the property are paid by the landlord and are passed on to the tenant through the periodic rent the Landlord charges. **Net Lease**, is a lease in which the tenant pays, in addition to rent, all operating expenses such as real estate taxes, insurance premiums, and maintenance costs associated with property. The majority of the leases that Leon County has entered into are Gross Leases, some of our leases are a modification of the Gross Lease, and this is being done with the leases at the Lake Jackson Town Center at Huntington. Certain direct expenses related to the operation of the center, such as parking lot maintenance & lighting, landscaping and common area utilities are passed through to the Tenants by virtue of a Common Area Maintenance Charge (CAM) that can be adjusted on a periodical bases based actual expenses incurred.

There are currently four locations in the portfolio that are leased to the public:

- 1) **Leon County Government Annex Plaza** is a 202,159 square foot office complex located on South Calhoun Street just east of the Leon County Courthouse. The complex is comprised of 2 office buildings, a 3-story 17,155 square foot building and an 8-story 123,883 square foot Class "A" office building with an accompanying 61,284 square foot parking garage.

Current rent roll for the complex is in Figure 13, below. The complex is 83% occupied with both County offices (33% of the usable square feet) and third-party tenants (50% of the usable square feet). The rental income for FY 2013 – 14 was \$1,620,481 this is up from the \$1,604,882 that was collected last fiscal year.

Marketing of the vacant space and tenant Interest in the complex remains strong due to its close proximity to the Leon County Courthouse, the downtown core and the State Capital buildings.

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(Figure 13)

**Bank Of America Tower - Gross Revenue Statement & Rent Roll**

Fiscal Year October 2013 through September 2014

Square Footage	Occupied	Vacant	Total	Occupancy	Vacancy
	115,028	23,967	138,995	82.76%	17.24%

SUITE	TENANT	Occupied by the County	Leased to Third Party Tenants	Vacant	Current Term Expiration Date	Expiration Date if all Renewals are Granted	Annual Rent	
							Previous FY Oct -12 to Sept 13	Current FY Oct -13 to Sept 14
<b>Bank of America Tower</b>								
P-1 100	Supervisor of Elections	1,755	-	-	-	-	\$ -	\$ -
P-2 100	Bank of America	-	6,013	-	3/31/2017	3/31/2037	124,162	126,642
P-2 110	MIS	1,118	-	-	-	-	-	-
1-Suite 100	Bank of America	-	8,845	-	3/31/2017	3/31/2037	220,885	225,301
1-Suite 110	Supervisor of Elections	4,717	-	-	-	-	-	-
2-Suite 200	County Tax Collector	4,775	-	-	-	-	-	-
2-Suite 210	Vacant Space	-	-	1,416	-	-	-	-
2-Suite 210	Vacant Space	-	-	2,231	-	-	-	-
2-Suite 230	Bank of America	-	5,794	-	3/31/2017	3/31/2037	138,398	141,165
3-Suite 300	Property Appraiser	15,418	-	-	-	-	-	-
4-Suite 400	ATF - GSA	-	6,778	-	3/31/2017	3/31/2022	171,744	171,744
4-Suite 410	Vacant Space	-	-	7,535	-	-	-	-
5-Suite 500	Century Link	-	3,677	-	1/31/2016	7/31/2026	94,382	94,218
5-Suite 502	Human Resources	4,889	-	-	-	-	-	-
5-Suite 502-A	MIS	100	-	-	-	-	-	-
5-Suite 510	Vacant Space	-	-	5,292	-	-	-	-
6-Suite 600	Holland & Knight	-	14,582	-	12/31/2015	12/31/2020	365,044	371,516
7-Suite 700	Clerk of the Court	7,613	-	-	-	-	-	-
7-Suite 740	Holland & Knight	-	6,687	-	12/31/2015	12/31/2020	145,104	147,977
8-Suite 800	Vacant Space	-	-	3,191	-	-	-	-
8-Suite 830	Lewis, Longman & Walker	-	8,057	-	7/31/2022	7/31/2032	213,432	216,884
8-Suite 840	MIS	225	-	-	-	-	-	-
8-Suite 848	Florida Consultants	-	-	1,316	6/30/2014	6/30/2021	33,202	19,635
8-Suite 850	Florida Farm Bureau Federation	-	1,610	-	6/30/2015	6/30/2019	49,367	50,237
Penthouse	Cingular Wireless	-	250	-	5/31/2015	7/31/2026	49,162	55,162
<b>Total BOA Tower</b>		<b>40,610</b>	<b>62,293</b>	<b>20,960</b>			<b>\$ 1,604,882</b>	<b>\$ 1,620,481</b>
		<b>32.8%</b>	<b>50.3%</b>	<b>16.9%</b>				
<b>Bank of America Annex</b>								
00B	Clerk of the Court Records	1,671	-	-	-	-	-	-
00H	Vacant Space	-	-	77	-	-	-	-
00L	Vacant Space	-	-	1,020	-	-	-	-
00M	Facilities	2,370	-	-	-	-	-	-
100	Vacant Space	-	-	1,890	-	-	-	-
101	Clerk of the Court Records	3,027	-	-	-	-	-	-
201, 202 & 206	Public Defender	3,212	-	-	-	-	-	-
210	Property Appraiser Field Office	1845	-	-	-	-	-	-
		<b>12,125</b>	<b>-</b>	<b>2,967</b>				
<b>Total BOA Annex</b>		<b>80.2%</b>	<b>0.0%</b>	<b>19.8%</b>			<b>\$ -</b>	<b>\$ -</b>
<b>Total BOA Complex</b>		<b>52,735</b>	<b>62,293</b>	<b>23,967</b>			<b>\$ 1,604,882</b>	<b>\$ 1,620,481</b>
		<b>37.9%</b>	<b>44.8%</b>	<b>17.2%</b>				



- 2) **Lake Jackson Town Center at Huntington (f/n/a Huntington Oaks Plaza)** is a 69,115 square retail shopping center located at 3840 North Monroe Street. The shopping center houses the Lake Jackson Branch Library and Community Center as well as a local Leon County Tax Collector’s office and several private tenants. In July 2013 the Leon County Tax Collector opened a 4,796 square office in the center.

In Figure 14 below, is the current rent roll for the center. The Real Estate Division continues to receive strong interest in local business owners wanting to lease space in the center.

Projected rental income for FY 2013 – 14 is \$265,592.

**(Figure 14)**

**Lake Jackson Town Center at Huntington Oaks - Gross Revenue Statement & Rent Roll**

Fiscal Year October 2013 through September 2014

		<b>Occupied</b>	<b>Vacant</b>	<b>Total</b>	<b>Occupancy</b>	<b>Vacancy</b>		
Square Footage		39,548	13,889	53,437	74.01%	25.99%		

SUITE	TENANT	Occupied by the County	Leased to Third Party Tenants	Vacant	Current Term Expiration Date	Expiration Date if all R renewals are Granted	Annual Rent	
							Previous FY Oct -12 to Sept 13	Current FY Oct -13 to Sept 14
<b>Bank of America Tower</b>								
Unit 100	Vacant			900			\$ -	\$ -
Unit 101	Vacant			840				
Unit 102 & 103	County Tax Collector	4,796	-	-			-	-
Unit 105	The Arsenal, LLC	-	4,314	-	Aug-16	Aug-20	5,410	65,003
Unit 200	Seminole Blueprint	-	3,804	-	Sep-16	Sep-20	-	55,206
Unit 201	Vacant	-	-	1,200			-	-
Unit 202	Vacant	-	-	1,800			-	-
Unit 203	Fashion Nails	-	900	-	Mar-16	Mar-20	16,554	19,727
Unit 204	China King	-	-	-	Apr-17		19,025	19,360
Unit 205	Vacant	-	-	960			-	-
Unit 206	Vacant	-	-	2,362			-	-
Unit 207	Vacant	-	-	2,387			-	-
Unit 300	Lake Jackson Branch Library	10,539	-	-			-	-
Unit 301	Lake Jackson Community Center	3,495	-	-			-	-
Unit 302	Vacant	-	-	3,440			-	-
Unit 303, 304 & All Saints	Anglican Church	-	3,600	-			37,320	42,498
Unit 400	Capital City YMCA	-	8,100	-			62,775	63,808
<b>Total</b>		<b>18,830</b>	<b>20,718</b>	<b>13,889</b>			<b>\$ 141,084</b>	<b>\$ 265,592</b>
		<b>35.2%</b>	<b>38.8%</b>	<b>26.0%</b>				

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- 3) **Amtrak Station Complex**, a 28,655 square foot office and warehouse complex located at 918 Railroad Ave in the Gaines Street Corridor and a Multi-Modal Transportation District, on the western edge of the City of Tallahassee between the FAMU & FSU campuses.

(Figure 15)

**Amtrak Station Complex - Gross Revenue Statement & Rent Roll**  
Fiscal Year October 2013 through September 2014

	Occupied	Vacant	Total	Occupancy	Vacancy
Square Footage	24,496	-	24,496	100.00%	0.00%

SUITE	TENANT	Occupied by the County	Leased to Third Party Tenants	Vacant	Current Term Expiration Date	Expiration Date if all Renewals are Granted	Annual Rent	
							Previous FY Oct -12 to Sept 13	Current FY Oct -13 to Sept 14
<b>Amtrak Station Complex</b>								
Bldg #1 - Old Depot - Unit 1	National Railroad Passenger Corp		2,195	-	Apr-10	Mar-15	\$ -	\$ -
Bldg #1 - Old Depot - Unit 2	County Offices	9,646		-			\$ -	\$ -
Bldg #2 - Unit 1	County Offices	4,975		-			\$ -	\$ -
Bldg #3 - Freight Wh	Domi Educational, Inc		7,680	-	Jun-14	May-20	\$ -	\$ 3,851
<b>Total</b>		<b>14,621</b>	<b>9,875</b>	<b>-</b>			<b>\$ -</b>	<b>\$ 3,851</b>
		<b>59.7%</b>	<b>40.3%</b>	<b>0.0%</b>				

- 4) **Leon County Courthouse** is a 541,810 office building and parking garage in downtown Tallahassee located at 301 S Monroe Street. Leasing activity in the complex is strictly for the benefit of the citizens of Leon County and the occupants of the building. Therefore there is no revenue derived by the activity.

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(Figure 16)

**Leon County Courthouse - Gross Revenue Statement & Rent Roll**  
Fiscal Year October 2013 through September 2014

Square Footage	Occupied	Vacant	Total	Occupancy	Vacancy
	541,810	-	541,810	100.00%	0.00%

SUITE	TENANT	Occupied by the County	Leased to Third Party Tenants	Vacant	Current Term Expiration Date	Expiration Date if all Renewals are Granted	Annual Rent	
							Previous FY Oct -12 to Sept 13	Current FY Oct -13 to Sept 14
<b>Leon County Courthouse</b>								
County Courthouse	County Offices	386,911					\$ -	\$ -
Courtrooms	County Courtrooms	87,099					\$ -	\$ -
Plaza Level	Tallahsee-Leon Federal Credit Union		225		12/17/2014		\$ -	\$ -
Suite - 108	Tallahsee Bar Association		1,971		1/31/2030		\$ -	\$ -
Suite - 292 & 295	Tony's Cafe		1,527		month-to-month		\$ 1.00	\$ 1.00
Parking Garage		64,077						
<b>Total</b>		<b>538,087</b>	<b>3,723</b>	<b>-</b>			<b>\$ 1.00</b>	<b>\$ 1.00</b>
		<b>99.3%</b>	<b>0.7%</b>	<b>0.0%</b>				

In summation the Leasing activity that is taking place within the portfolio is generating annual gross rental revenue of over \$1,889,923 during the 2013-14 fiscal year, this is up over 8.25% over 2012-2013 Fiscal Year. Leon County continues to profit from the utilization of buildings and properties in the portfolio.

(Figure 17)

**Leon County Leasing Activity - Gross Revenue Statement & Rent Roll**  
Fiscal Year October 2013 through September 2014

Square Footage	Occupied	Vacant	Total	Occupancy	Vacancy
	720,882	37,856	758,738	95.01%	4.99%

SUITE	TENANT	Occupied by the County	Leased to Third Party Tenants	Vacant	Previous FY Oct -12 to Sept 13	Current FY Oct -13 to Sept 14
	Amtrak Station Complex	14,621	9,875	-	\$ -	\$ 3,851
	Bank of America - Annex	12,125		2,987	\$ -	\$ -
	Bank of America Tower	40,610	62,293	20,980	\$ 1,604,882	\$ 1,620,481
	Leon County Courthouse	538,087	3,723	-	\$ -	\$ -
	Lake Jackson Town Center	18,830	20,718	13,889	\$ 141,084	\$ 265,592
<b>Total</b>		<b>624,273</b>	<b>96,609</b>	<b>37,856</b>	<b>\$ 1,745,966</b>	<b>\$ 1,889,923</b>
		<b>82.3%</b>	<b>12.7%</b>	<b>5.0%</b>		

## **Tax Certificates, List of Lands available for Taxes (LOLA) and Tax Deeds**

In the Florida Statutes, Chapter 197 (Tax Collections, Sales and Liens) declares that if a parcel owner is delinquent in the payment of the property taxes associated with a parcel of land, the Tax Collector of that County is required to sell Tax Certificates at a public auction for the amount of the taxes due plus interest. If a delinquent parcel goes to auction and there is no bid received, the Tax Collector is required to issue the related certificate for the delinquent taxes owed on the parcel in the name of the County in which the parcel resides at an 18% interest rate.

Any Tax Certificate in the County's name, may be purchased from the County at any time before a Tax Deed is issued for the property.

- i) Person or persons (whether the registered owner or a third party investor) purchasing a certificate held by the County shall pay the Tax Collector the full face amount of the certificate, plus all interest, costs & fees associated with the processing of the Tax Certificate.
- ii) On all County-held certificates, the interest earned shall be calculated at 1.5% per month to the date of purchase.
- iii) The purchaser of a County-held certificate will be issued a certificate with a face value that includes all sums paid to acquire the certificate from the County. Unless it is the register owner of the parcel and they have satisfied all other outstanding certificates, the parcel will no longer reflect any delinquent taxes on the County's Tax Rolls.
- iv) The purchase date of the new certificate is the date used in determining the date that an application for a Tax Deed can be filed (Tax Deed Application can be filed 2-years after the issuance of the certificate)
- v) The purchase date of the new certificate is also the date used in calculating the interest due or the minimum interest due if redeemed

If a certificate remains unsold for 2 year period after the issuance, Florida Statute 197.502 requires the County to apply for a Tax Deed on all County-held certificates on any property valued at \$5,000.00 or more on the current Property Appraiser Assessment Roll. For any property valued at less than \$5,000, the county is not required to apply for a tax deed but it may do so if a need is identified to acquire the property. This requirement is used as a way to get the parcel back on the tax roll and delinquent taxes paid, by either:

- i) Forcing the current owner to pay the taxes and other costs owed or risk the loss of ownership to the parcel, or,
- ii) Allowing a third party purchase the parcel at the Tax Deed sale which subsequently places the parcel back on the tax rolls.

After the Tax Deed Application has been filed, the Tax Collector's office will perform a limited title search to determine the following:

- i) Legal titleholder of record
- ii) Any lienholder of record
- iii) Any mortgagee of record
- iv) Any Vendee of a recorded contract for deed
- v) Any lienholder who has applied to the Tax Collector to receive notice
- vi) Any person to whom the property was assessed on the tax roll for the last year that the property was assessed
- vii) Any lienholder of record who has a recorded lien on a mobile home on the property
- viii) Any legal titleholder of property contiguous to the property in the certificate. If one of the contiguous titleholders is the same as on the certificate, the notice may be mailed to the address that appears on the current assessment roll for the contiguous property.

After the Tax Collector has complete their portion of the Tax Deed Application process they will bundle together all the remaining unpaid Tax Certificates and certify that they have completed their portion and send them over to the Clerk of the Court's office to be prepared for and scheduled for a public auction. The Clerk's office will go through a similar process as the Tax Collector. The Clerk shall notify all interest parties listed in the Tax Collectors statement pursuant to 197.502 (4) at least 20-days prior to the date of the Public Auction.

Upon the completion of the notifications process, the Clerk's Office will advertise the Public Sale once a week for four consecutive weeks in a newspaper selected as provided in FS 197.402 and on the date of the sale as it appears in the advertisement the Clerk's office will administer a Public Sale of all the parcels with applications for Tax Deed. The opening bid on non-homesteaded properties will be the value of all outstanding certificates against the property, omitted taxes that should have been assessed, all delinquent taxes, interest and all other fees and costs. If the property is homesteaded on the latest tax roll, in addition to the amounts listed for non-homesteaded properties an amount equal to 50% of the latest assessed value of the homestead will be required in the opening bid.

The property will be sold to the highest bidder, at the auction the highest bidder must post a nonrefundable deposit of 5% of the bid or \$200.00, whichever is greater and then within 24-hours of the auction full payment, plus doc stamps and recording fees, must be received to complete the transfer of the parcel from the current taxpayer to the highest bidder via Tax Deed under the provisions of FS 197.512/522. If no bid is received at the auction, whether county-held or individually held certificates or the winning bidder fails to pay the amounts due for issuance of a tax deed within 30 days after the sale, the clerk shall enter the land on a list entitled "lands available for taxes" (LOLA);

- i) The Clerk's office will enter the property onto the "List of Lands available for Taxes" (LOLA) and will immediately notify the County Commission and all other persons holding certificates against the property that no bid was received.
- ii) During the first 90-days that the property is on the LOLA, the County may purchase the property for the amount of the opening bid or waive its right to purchase.
- iii) If the County waives its right to purchase;
  - (1) Any person, a County division or any other governmental unit may purchase the property from the Clerk without further notice or advertising for the opening bid amount.
  - (2) Taxes will not be assessed against properties listed on LOLA. However, each year that the taxes that would be due will be treated as omitted and taxes will be included in any bids for the property received after the Property appears on the LOLA.
  - (3) At the Board of County Commissioners' discretion omitted taxes (taxes due but not assessed while the property is on LOLA) may be waived.
  - (4) If any parcel is acquired off of LOLA for providing property for the Leon County Affordable Housing program, the Board of County Commissioners may cancel any county-held certificates and omitted taxes.
  - (5) The Clerk and or the County may not transfer the property back to the taxpayer who failed to pay the delinquent taxes that led to the certificate. (The term "Taxpayer" for this purpose only is defined as the taxpayer's family or an entity that the taxpayer or its family has an interest.)

*Figure 18  
Excerpt from Florida Statutes*

*On county-held or individually held certificates for which there are no bidders at the public sale and for which the certificate holder fails to timely pay costs of resale or fails to pay the amounts due for issuance of a tax deed within 30 days after the sale, the clerk shall enter the land on a list entitled "lands available for taxes" and shall immediately notify the county commission that the property is available. During the first 90 days after the property is placed on the list, the county may purchase the land for the opening bid or may waive its rights to purchase the property. Thereafter, any person, the county, or any other governmental unit may purchase the property from the clerk, without further notice or advertising, for the opening bid, except that if the county or other governmental unit is the purchaser for its own use, the board of county commissioners may cancel omitted years' taxes, as provided under s. 197.447. Interest on the opening bid continues to accrue through the month of sale as prescribed by s. 197.542.*

*Taxes may not be extended against parcels listed as lands available for taxes, but in each year the taxes that would have been due shall be treated as omitted years and added to the required minimum bid. Three years after the day the land was offered for public sale, the land shall escheat to the county in which it is located, free and clear. All tax certificates, accrued taxes, and liens of any nature against the property shall be deemed canceled as a matter of law and of no further legal force and effect, and the clerk shall execute an escheatment tax deed vesting title in the board of county commissioners of the county in which the land is located.*

*When a property escheats to the county under this subsection, the county is not subject to any liability imposed by chapter 376 or chapter 403 for preexisting soil or groundwater contamination due solely to its ownership. However, this subsection does not affect the rights or liabilities of any past or future owners of the escheated property and does not affect the liability of any governmental entity for the results of its actions that create or exacerbate a pollution source.*

**Tax Certificates** -The review of the Tax Certificate process determined that as of the September 30, 2014 there were 965 outstanding Tax Certificates issued in the County's name. The majority of these outstanding certificates are from delinquent taxes as of April 1, 2014 and sold as of June 1, 2014.

After the Public Sale of Tax Certificates that took place on June 1, 2014, there were total of 1,820 Tax Certificates issued to Leon County. As of the writing this report the number of outstanding certificates has declined by 855 certificates to the current level of 965.

As of April 1, 2015, within the 965 outstanding County Tax Certificates, there are a possible 213 Tax Deed Applications. As with the total Certificates the number of possible Tax Deed Applications has declined by 133 from the 380 that were eligible on June 9, 2014 when the Real Estate Division began tracking open Tax Certificates on a monthly basis. The breakdown of the outstanding Tax Certificates follows in Figure 19.

(Figure 19)

Summary of Open Tax Certificates issued by Leon County (Investor 988)  
as of October 02, 2014

	Open Tax Certificates 05/09/2011	Open Tax Certificates 07/01/2011	Open Tax Certificates 08/01/2011	Open Tax Certificates 09/02/2011	Open Tax Certificates 10/02/2011	Change						
						From 05/09/2011	From 07/01/2011	From 08/01/2011	From 09/02/2011	From 10/02/2011		
<b>Number of open Tax Certificates</b>												
2009	2	2	3	3	2	-	-	-	-	02	01	
2010	4	4	4	4	-	-	-	-	-	01	03	
2011	-	-	1	1	-	-	-	-	-	01	01	
2012	7	9	9	9	-	-	-	-	-	01	01	
2013	114	119	140	140	11	07	01	02	00	06	00	
2014	243	417	426	427	246	07	02	00	01	06	00	
	<b>1,820</b>	<b>1,708</b>	<b>1,658</b>	<b>1,626</b>	<b>948</b>	<b>1194</b>	<b>177</b>	<b>177</b>	<b>1658</b>	<b>1658</b>	<b>1658</b>	
<b>Just Value of Open Tax Certificates</b>												
2009	\$ 41,868	\$ 40,368	\$ 40,368	\$ 40,368	\$ 2,230					\$ 4,589.00	\$ 4,589.00	
2010	51,458	51,458	51,458	51,458	15,110					146,458	146,458	
2011	34,604	34,604	34,604	34,604	-					02,774	04,604	
2012	17,997	17,997	17,997	17,997	-					01,871	02,867	
2013	3,176,097	1,337,176	1,650,375	1,741,111	702,119	71,844	(73,842)	(71,814)	11,119	11,295.79	11,295.79	
2014	585,947	8,082,325	7,524,146	7,422,027	2,874,072	11,184,923	(31,502)	(2,213,974)	15,047,954	15,126,574		
2014	42,257,975	25,148,487	24,602,168	24,276,843	9,138,421	16,311,281	1,772,594	1,015,442	24,927,421	25,148,487		
	<b>\$ 53,106,057</b>	<b>\$ 46,079,113</b>	<b>\$ 46,204,003</b>	<b>\$ 43,551,020</b>	<b>\$ 11,677,615</b>	<b>16,544,189</b>	<b>12,134,185</b>	<b>1,826,855</b>	<b>131,186,912</b>	<b>154,131,051</b>		
<b>Open Tax Certificate Face Amount</b>												
2009	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 73.43					\$ 1,000.00	\$ 1,000.00	
2010	22.93	22.93	932.68	932.93	283.35					160.41	36.7	
2011	82.31	82.34	82.6	82.6	-					54.34	183	
2012	1,156.57	1,176.57	1,748.7	174.87	783.88					54.34	183	
2013	43,112.74	39,940.42	37,631.88	27,110.77	221.09	17,276.71	(2,076.78)	(376.77)	174,941	136,262		
2014	166,113.11	150,246.11	143,708.13	143,148.09	57,247.12	17,276.71	15,076.78	14,174	191,327.77	189,204		
2014	42,257.97	534,268.15	513,362.83	503,911.94	258,725.36	131,247.47	130,203.18	104,114	2,011,113	1,987,987		
	<b>\$ 456,119.77</b>	<b>\$ 790,404.07</b>	<b>\$ 707,327.14</b>	<b>\$ 694,289.25</b>	<b>\$ 815,735.15</b>	<b>157,235.09</b>	<b>141,225.19</b>	<b>14,396.26</b>	<b>1,971,158.73</b>	<b>1,950,195</b>		
<b>Possible Home-ownership of All Valuation Tax Payment Tax Certificates</b>												
2009	2	2	1	2	-					02	01	
2010	1	1	-	1	-					01	01	
2011	1	1	-	1	-					01	01	
2012	-	13	-	11	5	07	01	02	00	00	00	
2013	57	57	47	44	3	05	00	02	02	00	00	
2014	197	177	151	119	23	08	01	07	03	08	00	
	<b>288</b>	<b>292</b>	<b>231</b>	<b>219</b>	<b>37</b>	<b>185</b>	<b>123</b>	<b>112</b>	<b>1632</b>	<b>1632</b>		



(Figure 19)

Summary of Open Tax Certificates Issued to Leon County (Investor 988)  
as of October 02, 2014

	Open Tax Certificate 05/02/2014	Open Tax Certificate 05/14/2014	Open Tax Certificate 06/10/2014	Open Tax Certificate 09/02/2014	Open Tax Certificate 10/01/2014	Change				
						From 05/02/2014	From 05/14/2014	From 06/10/2014	From 09/02/2014	From 10/01/2014
<b>Tax Certificates within the City of Tallahassee</b>	2,440	2,440	2,440	2,440	2,440					
2,440	1	1	1	1	-				(1)	(1)
2,441	-	-	-	-	-					
2,442	-	-	-	-	-					
2,442	12	14	14	12	11	11	(2)	(2)	(2)	(1)
2,443	261	257	254	253	272	(2)	(2)	(1)	(1)	(1)
2,444	310	438	475	467	302	152	121	44	(1)	(1)
	305	325	364	350	403	(65)	(22)	(31)	(27)	(24)
<b>Possible Common Area Open Tax Certificates</b>										
2,508										
2,509										
2,510										
2,511										
2,412	11	11	11	11	1		(2)		(2)	(2)
2,413	11	11	11	11	1				(2)	(2)
2,514	25	24	24	22	22			(1)	(1)	(1)
	48	48	41	40	35		(1)	(1)	(5)	(5)
<b>Total Parcels Subject to Tax Certificates</b>										
2,508	2	1	1	1	-	(1)				(1)
2,444	1	1	1	1	-				(2)	(2)
2,411	1	1	1	1	-				(1)	(1)
2,511	2	2	2	2	-				(1)	(1)
2,412	110	115	114	111	115	(2)	(1)	(2)	(2)	(2)
2,413	111	116	112	109	111	(2)	(1)	(1)	(2)	(2)
2,514	378	434	469	465	413	140	117	41	(1)	(1)
	1,307	1,232	1,172	1,151	693	(615)	(82)	(71)	(75)	(61)

(Figure 19)

Summary of Open Tax Certificates issued to Leon County (Investor 988)  
as of October 02, 2014

	Open Tax Certificates 05/05/2014	Open Tax Certificates 07/01/2014	Open Tax Certificates 09/04/2014	Open Tax Certificates 09/07/2014	Open Tax Certificates 10/07/2014	Change				
						From 06/09/2014	From 07/01/2014	From 09/04/2014	From 09/07/2014	From 09/09/2014
<b>Parcels Subject to Tax Deed Application</b>										
2008	1					(1)				(1)
2009	3	3	3	3	1	-	-	-	(3)	(2)
2010	1	1	1	1		-	-	-	(1)	(1)
2011	2	2	2	2	1	-	-	-	(1)	(1)
2012	81	75	71	72	11	(4)	(3)	(2)	(13)	(17)
2013	20	20	24	24	24	(5)	(3)	(4)	(18)	(27)
2014	-	-	-	-	-	-	-	-	-	-
	<b>288</b>	<b>269</b>	<b>265</b>	<b>255</b>	<b>213</b>	<b>(11)</b>	<b>(4)</b>	<b>(6)</b>	<b>(45)</b>	<b>(67)</b>
<b>Homesteaded Parcels Subject to Tax Deed Application 01/01/2015</b>										
2008	-	-	-	-	-	(1)	-	-	-	(1)
2009	-	-	-	-	-	-	-	-	-	-
2010	1	1	1	1		-	-	(1)	(1)	(1)
2011	1	1	1	1		-	-	(1)	(1)	(1)
2012	10	10	8	8		-	(1)	-	(1)	(6)
2013	28	24	24	25		(2)	-	(2)	(1)	(5)
2014					0					
	<b>41</b>	<b>36</b>	<b>37</b>	<b>36</b>	<b>0</b>	<b>(2)</b>	<b>(1)</b>	<b>(3)</b>	<b>(2)</b>	<b>(13)</b>
<b>Trilithesee subject to Tax Deed Application 01/01/2015</b>										
2008										
2009	1	1	-	1		-	-	-	(1)	(1)
2010	-	-	-	-		-	-	-	-	-
2011	-	-	-	-		-	-	-	-	-
2012	76	77	74	72	7	(3)	(1)	(2)	(12)	(19)
2013	138	139	137	136	151	(1)	(1)	(1)	(45)	(46)
2014	-	-	-	-	-	-	-	-	-	-
	<b>215</b>	<b>217</b>	<b>211</b>	<b>216</b>	<b>258</b>	<b>(4)</b>	<b>(2)</b>	<b>(3)</b>	<b>(60)</b>	<b>(75)</b>

**Tax Deed Applications** – The results of the outstanding Tax Certificate review revealed that a number of certificates that were eligible to have Tax Deed Applications filed were still sitting the Tax Certificate portfolio. An immediate study was instituted in the early part of 2014 and it was determined that there were 174 Certificates that the County holds were eligible to have applications to be filed in accordance with FS 197.502. Due to the number applications that needed to be filed and after discussions with the Tax Collectors Staff it was determine that the 2014 Tax Deed application process should be broken down into two phases. On March 14, 2014, Phase 1 was completed and forwarded to the Tax Collector to begin process. In phase 1 there were 64 parcels requiring applications, these were all certificates that had been issued prior to June 1, 2011.

(Figure 20)  
2014 Tax Deed Applications

	Issuance Year	Number of Certificates	Certificates Face Value	Parcel Size Acreage	Just Value	Taxable Value	Possible Homestead	Located within City	Possible Common Area
<b>Phase I Tax Deed Applications</b>	2007	7	\$ 424.43	4.440	\$ 86,544.00	\$ 53,451.00	3	3	-
	2008	7	1,172.17	8.704	60,942	43,698	1	3	1
	2009	9	912.72	3.698	142,467	110,300	1	3	-
	2010	3	248.52	1.500	40,173	40,173	-	-	-
	2011	38	8,058.20	21.898	334,151	267,207	4	10	3
<b>Total Phase I Tax Deed Applications filed 03/14/2014</b>		<b>64</b>	<b>10,816.04</b>	<b>40.240</b>	<b>664,277</b>	<b>514,829</b>	<b>9</b>	<b>19</b>	<b>4</b>
<b>Total Phase II Tax Deed Applications filed 05/13/2014</b>	2012	<b>108</b>	<b>32,927.98</b>	<b>53.533</b>	<b>1,475,617</b>	<b>1,316,476</b>	<b>2</b>	<b>36</b>	<b>-</b>
<b>Total 2014 Tax Deed Applications</b>		<b>172</b>	<b>\$ 43,744.02</b>	<b>93.773</b>	<b>\$ 2,139,894</b>	<b>\$ 1,831,305</b>	<b>11</b>	<b>55</b>	<b>4</b>

On May 13, 2014, Phase II of the 2014 Tax Deed Application Process was completed and an addition 108 applications were filed (See Figure 20 above). These applications all pertained to certificates issued on 06/01/2012.

In cooperation with the Clerk of the Court’s Office it was determined that prior to the 2014 applications there were 66 Tax Deed Applications pending and awaiting to be scheduled for a Public Sale.

(Figure 21)  
Pending Tax Deed Applications Prior to 2014

	Issuance Year	Number of Certificates	Certificates Face Value	Parcel Size Acreage	Just Value	Taxable Value	Possible Homestead	Located within City	Possible Common Area
<b>Pending Tax Deed Applications prior to 2014</b>	2007	2	NA	0.560	\$ 17,730	\$ 17,730	-	1	-
	2008	9	NA	2.884	97,798	97,798	-	7	-
	2009	49	NA	21.637	631,493	631,493	1	29	1
	2010	1	NA	0.270	8,467	8,467	-	-	-
	2011	5	NA	0.390	120,045	120,045	-	5	-
<b>Total Pending Tax Deed Applications Prior to 2014</b>		<b>66</b>	<b>-</b>	<b>25.741</b>	<b>875,533</b>	<b>875,533</b>	<b>1</b>	<b>42</b>	<b>1</b>

At the end of of FY 2013 - 2014 there were 238 applications outstanding and awaiting to be scheduled for a Public Sale. Once scheduled for a Public Sale, the parcels associated with these pending applications to the final step of the process the List of Lands Available for Taxes (LOLA).

(Figure 22)  
**Total Tax Deed Applications Outstanding**

	Issuance Year	Number of Certificates	Certificates Face Value	Parcel Size Acreage	Just Value	Taxable Value	Possible Homestead	Located within City	Possible Common Area
<b>Outstanding Tax Deed Applications</b>	2007	9	\$ 424.43	5.000	\$ 104,274	\$ 71,181	3	4	-
	2008	16	1,172.17	11.588	158,740	141,496	1	10	1
	2009	58	912.72	25.335	773,960	741,793	2	32	1
	2010	4	248.52	1.770	48,640	48,640	-	-	-
	2011	43	8,058.20	22.288	454,196	387,252	4	15	3
	2012	108	32,927.98	53.533	1,475,617	1,316,476	2	36	-
<b>Total Outstanding Tax Deed Applications</b>		<b>238</b>	<b>43,744.02</b>	<b>119.514</b>	<b>3,015,427</b>	<b>2,706,838</b>	<b>12</b>	<b>97</b>	<b>5</b>

**List of Lands Available for Taxes (LOLA)** – If a parcel or parcels with a Tax Deed Application goes to a Public Sale and does not receive a bid, it is the obligation of Clerk of the Clerk’s Office to place these parcels on the “List of lands Available for Taxes” at which time these parcels are available for purchase by any interested party for the amount of the opening bid at its Public Sale, plus any omitted taxes, accrued interest and any fees assessed from the date of the sale. The LOLA is published by the Clerk’s office periodically and made available to all interest parties.

As of September 30, 2014 there are 43 parcels on LOLA. Please see Figure 23 below to see the current List of Lands Available for Taxes.

Parcels will stay on LOLA for a period of 3-years from the date of its public sale. If a parcel is not sold within 3-years of its placement on LOLA, Rule 12D-13.064, of the Florida Administrative Code & Section 197.502(8) for the Florida Statutes state that any properties remaining on the LOLA three years after the date the property was offered for tax deed sale the property shall be escheated to the County that the parcel is within. The Clerk’s office will execute an escheatment tax deed to convey the parcel to the County free and clear of any obligations and all claims against the parcel that are related to Tax Certificates, accrued interest, omitted taxes and liens are canceled. The County assumes ownership and the parcel are added to the Real Estate Portfolio. Figure 23 shows the number of parcels and their possible escheatment dates

During the 2013 – 2014 Fiscal Year 8 parcels were purchased off of LOLA for development into affordable housing project by the Leon County Housing Division and an additional 6 parcels escheated and were added to the portfolio through the Tax Deed process. Leon County sold two of the 8 purchased parcels to Habitat for Humanity for a purchase price that equaled the amount for all back taxes owed.

The Real Estate Division will continue to work with Affordable Housing to review and secure suitable sites with the utilization of the Tax Certificate, Tax Deed Application and List of Lands Available for Taxes process.

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Leon County Florida Real Estate Portfolio  
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(Figure 23)

Leon County Florida Real Estate Portfolio

As of September 30, 2014

Account #	Account Name	Category	Balance	Encumbrance	Encumbrance Type	Encumbrance Description	Encumbrance Date	Encumbrance Amount	Encumbrance Status	Encumbrance Detail	Encumbrance Location	Encumbrance Type	Encumbrance Status
1	...	...	...	...	...	...	...	...	...	...	...	...	...
2	...	...	...	...	...	...	...	...	...	...	...	...	...
3	...	...	...	...	...	...	...	...	...	...	...	...	...
4	...	...	...	...	...	...	...	...	...	...	...	...	...
5	...	...	...	...	...	...	...	...	...	...	...	...	...
6	...	...	...	...	...	...	...	...	...	...	...	...	...
7	...	...	...	...	...	...	...	...	...	...	...	...	...
8	...	...	...	...	...	...	...	...	...	...	...	...	...
9	...	...	...	...	...	...	...	...	...	...	...	...	...
10	...	...	...	...	...	...	...	...	...	...	...	...	...
11	...	...	...	...	...	...	...	...	...	...	...	...	...
12	...	...	...	...	...	...	...	...	...	...	...	...	...
13	...	...	...	...	...	...	...	...	...	...	...	...	...
14	...	...	...	...	...	...	...	...	...	...	...	...	...
15	...	...	...	...	...	...	...	...	...	...	...	...	...
16	...	...	...	...	...	...	...	...	...	...	...	...	...
17	...	...	...	...	...	...	...	...	...	...	...	...	...
18	...	...	...	...	...	...	...	...	...	...	...	...	...
19	...	...	...	...	...	...	...	...	...	...	...	...	...
20	...	...	...	...	...	...	...	...	...	...	...	...	...
21	...	...	...	...	...	...	...	...	...	...	...	...	...
22	...	...	...	...	...	...	...	...	...	...	...	...	...
23	...	...	...	...	...	...	...	...	...	...	...	...	...
24	...	...	...	...	...	...	...	...	...	...	...	...	...
25	...	...	...	...	...	...	...	...	...	...	...	...	...
26	...	...	...	...	...	...	...	...	...	...	...	...	...
27	...	...	...	...	...	...	...	...	...	...	...	...	...
28	...	...	...	...	...	...	...	...	...	...	...	...	...
29	...	...	...	...	...	...	...	...	...	...	...	...	...
30	...	...	...	...	...	...	...	...	...	...	...	...	...
31	...	...	...	...	...	...	...	...	...	...	...	...	...
32	...	...	...	...	...	...	...	...	...	...	...	...	...
33	...	...	...	...	...	...	...	...	...	...	...	...	...
34	...	...	...	...	...	...	...	...	...	...	...	...	...
35	...	...	...	...	...	...	...	...	...	...	...	...	...
36	...	...	...	...	...	...	...	...	...	...	...	...	...
37	...	...	...	...	...	...	...	...	...	...	...	...	...
38	...	...	...	...	...	...	...	...	...	...	...	...	...
39	...	...	...	...	...	...	...	...	...	...	...	...	...
40	...	...	...	...	...	...	...	...	...	...	...	...	...
41	...	...	...	...	...	...	...	...	...	...	...	...	...
42	...	...	...	...	...	...	...	...	...	...	...	...	...
43	...	...	...	...	...	...	...	...	...	...	...	...	...
44	...	...	...	...	...	...	...	...	...	...	...	...	...

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(Figure 23, Con't)

List of Lands Available for Taxes

As of: September 10, 2014

Parcel	Name	Location	Parcel ID	Auction Date	Escrowmen 1 Date	Co-Trustee	Current Owner	Current Owners Address	Column 1 Acres	Legal:	Auction Price Through 9/31, 2014	Parcel located in City	Possible Homestead
<b>List of lands available for taxes as of September 10, 2014</b>													
33	Old Shell Pt Rd 6760-4611206230000	5760 OLD SHELL POINT RD	4611206230000	07/30/14	Jul-17	7441 of 2008	BAFFIOS AMADA ABALD	916 OLD SPANISH TRL # 26	WAVELAND NE 39 976	3760 OLDSHELL POINT RD 11 25 1W 12 9 A IN 31 1/4 1330 OF SW 1/4 OF 918 914 746 622 746/83 1 296/1824 OF 947/112 9 107 92248 2397/196	1,300.94		
36	Tiny Leaf Pk-2372-4609130000100	257 2 TINY LEAF RD	4609130000100	07/30/14	Jul-17	7832 of 2008	FRAZIER MARTY F	2372 TINY LEAF RD	TALLAHASSEE FL 32305	2572 TINY LEAF RD SOUTHERN PINE UNREC 9 25 1W 622 A OF 939/2269 13 94/19 9 27 1/1260	1,608.05		
37	Abraham St- 21263 9 00100	Abraham St	21263 9 00100	07/30/14	Jul-17	3048 of 2008	WILLSON GEORGE JR WILLSON MARY LEE ESTATE	1128 ABRAHAM ST	TALLAHASSEE FL 32307	6 FIFTH COLLEGE HEIGHTS 2ND ADD LOT 30 BLOCK VOF 222/1383	1,072.90	XX	
38	Sandy Creek Pk-7115-161217 00010	7115 Sandy Creek Ct	161217 00010	07/30/14	Jul-17	1202 of 2008	HATCHER BILLY D WASDIN EDWA FDL	1297 SHADY OAKS DR	TALLAHASSEE FL 32308	7115 SANDY CREEK CTS PORTSMAN PARADISE EAST UNREC LOT 1 P 017 A1 BLOCK E OF 122/238	1,340.67		
39	T & T Rd - 33172 1 A0004	T & T Rd	33172 1 A0004	07/30/14	Jul-17	9760 of 2008	VAUSE GEORGE T	2300 MERCHANTS ROW BLVD APT 307	TALLAHASSEE FL 32311	TAND TRD WIGGINS ADDITION EASTE 200 FT OF S 1/2 OF LOTA OF 164/22	801.62		
40	Shoreline Rd-407-331220 H0120	407 Shoreline Dr	311220 H0120	07/30/14	Jul-17	3875 of 2008	BURFJOHN	2301 9TH RD APT 538	ARLINGTON VA 22204	407 SHORELINE DR LAKEWOOD UNIT 5 LOT 12 BLOCK R OF 932/1261 2001/1294 23 30/308	1,192.21	XX	
41	Thompson Cir Lot 19-2424CE0000190	Thompson Cir	2424030000190	02/27/14	Aug-17	4034 of 2008	THOMPSON GENEVA	2441 ROBERTS AVE # 704	TALLAHASSEE FL 32310	THOMPSON UNREC 24 2N 1W 23 A LOT 19 OF 393/462 2315/73	222.23		
42	Thompson Cir Lot 20-2424CE0000200	Thompson Cir	2424030000200	02/27/14	Aug-17	4035 of 2008	THOMPSON GENEVA	2441 ROBERTS AVE # 704	TALLAHASSEE FL 32310	THOMPSON UNREC 24 2N 1W 23 A LOT 20 OF 393/462 2315/73	222.23		
43	Heron St-9740-4615140000140	9740 Heron St	4615140000140	02/27/14	Aug-17	7472 of 2008	MORSA B FITZNERYS	12 ROBINNA CIR	OWATCHEE AL 36271	SPRING DRIVE ESTATES UNRECORDED LOT 14 OF 1394/916 932/1299 2206/264 OF 222/1662	4,301.66		
<b>43 Parcels on List of Lands Available for Taxes as of September 10, 2014</b>									<b>43</b>	<b>19.448</b>	<b>\$ 281,290.80</b>	<b>2</b>	<b>4</b>

(Figure 24)

Possible Reassignments to Leon County from List of Items Available for Transfer  
As of 9/30/2014

	Number	Area	Net Available Value	Value - ETHICS
<b>Possible Reassignments to Leon County in 2014</b>				
Possible Reassignment Items in October 2014	4	1,114	-	-
Possible Reassignment Items in November 2014	2	1,071	-	-
Possible Reassignment Items in December 2014	3	1,051	-	-
<b>Total Possible Reassignments to Leon County in 2014</b>	<b>11</b>	<b>3,236</b>	<b>0</b>	<b>0</b>
<b>Possible Reassignments to Leon County in 2015</b>				
Possible Reassignment Items in January 2015	1	1,000	-	-
Possible Reassignment Items in February 2015	1	6,100	-	-
Possible Reassignment Items in March 2015	2	9,000	-	-
Possible Reassignment Items in April 2015	2	9,000	-	-
<b>Total Possible Reassignments to Leon County in 2015</b>	<b>6</b>	<b>25,100</b>	<b>0</b>	<b>0</b>
<b>Possible Reassignments to Leon County in 2016</b>				
Possible Reassignment Items in March 2016	2	2,000	-	-
Possible Reassignment Items in April 2016	1	2,000	-	-
Possible Reassignment Items in May 2016	5	20,000	-	-
Possible Reassignment Items in June 2016	2	20,000	-	-
<b>Total Possible Reassignments to Leon County in 2016</b>	<b>10</b>	<b>44,000</b>	<b>0</b>	<b>0</b>
<b>Possible Reassignments to Leon County in 2017</b>				
Possible Reassignment Items in January 2017	2	10,000	-	-
Possible Reassignment Items in February 2017	1	5,000	-	-
Possible Reassignment Items in August 2017	2	1,200	-	-
<b>Total Possible Reassignments to Leon County in 2017</b>	<b>5</b>	<b>16,200</b>	<b>0</b>	<b>0</b>
<b>Total Possible Reassignments to Leon County from List of Items Available for Transfer</b>	<b>39</b>	<b>104,400</b>	<b>0</b>	<b>0</b>

## **In Conclusion**

The Division of Real Estate Management will continue to update and evaluate the portfolio to search for opportunities to maximize the value of the properties under County ownership. However, there continues to be very few opportunities within the Portfolio that could generate substantial amounts of revenue.

Additional information pertaining to activity within the County land portfolio can be obtained in the attached appendixes.

Mike Battle  
Real Estate Specialist  
Division of Real Estate Management - Leon County, Florida



**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #10**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #10

April 14, 2015

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

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

**Title:** Acceptance of a Status Report on the Comparison of Leon County's and the City of Tallahassee's Open Burn Ordinances

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<b>County Attorney Review and Approval:</b>	Herbert W. A. Thiele, County Attorney
<b>Department/ Division Review:</b>	N/A
<b>Lead Staff/ Project Team:</b>	Herbert W. A. Thiele, County Attorney

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

- Option #1: Accept the status report on the comparison of Leon County's and the City of Tallahassee's open burn ordinances (Attachments #1 and #2).
- Option #2: Amend Section 18-142, Leon County Code of Laws, deferring the issue of burning yard waste to the State Statute.

## Report and Discussion

### **Background:**

At its regularly scheduled meeting on January 27, 2015, the Board directed staff to prepare a status report comparing the open burn ordinances of Leon County and the City of Tallahassee.

### **Analysis:**

The Open Burning Regulation was originally adopted in 1976 as part of Ordinance No. 76-34, which was subsequently codified in the 1980 Code as Chapter 9, Garbage and Wastes. In the 1992 reorganization of the Code, Chapter 9 was moved to Chapter 18 and became part of Article V, Solid Waste, with the Open Burning Regulation being codified as Section 18-142 of Division 1. It has remained unchanged since its adoption, providing as follows:

Sec. 18-142. Burning. It shall be unlawful for any person to dispose of waste by open burning when an organized waste collection system is available for service, or where such burning is a nuisance to the neighborhood or is a hazard to passing motorists on nearby roads.

### **Meaning of the Term Waste:**

Over the years, there has been confusion involving the meaning and scope of the term *waste* as used in the regulation, specifically whether the term *waste* would include both yard and household wastes. The term is undefined in Article V, with the closest definition being the term *solid waste* applicable only to the regulations contained in Division 3 of Article V. The term *waste* is also absent from any of the general definition sections contained throughout the Code.

In the absence of a specific definition for a term, the rules of construction and definitions provided at Section 1-2 of the Code (the "Rules of Construction") require that terms, "... shall have the meanings prescribed by the statutes of the state for such terms." Among the applicable state statutes referenced in Article V of the Code are Sections 403.702 through 403.7721, Resource Recovery and Management, found in Part IV of Chapter 403 of the Florida Statutes (2008). Although Section 403.703, Definitions, fails to provide a definition of the term *waste*, it does define the term *solid waste* to include the following:

**403.703 Definitions.** -- (32) "Solid waste" means... garbage, rubbish, refuse, *special waste*, or other discarded material... resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations... (emphasis added)

Among the various types of defined solid waste is *special waste*. The term *special waste* is defined to include *yard trash*, which is further defined to include, "... vegetative matter resulting from landscaping maintenance and land clearing operations. ..." The term *solid waste* is, therefore, defined in the applicable state statutes to include both household garbage and yard trash. Based on our interpretation of the Rules of Construction, the County Attorney's Office has construed the term *waste* in the Open Burning Regulation to include household garbage and yard trash. Construing the term *waste* to mean *solid waste*, as defined in Section 403.703, Florida Statutes (2008), is consistent with the Board's true intent and meaning in placing the regulation within the Solid Waste component of Chapter 18 in the 1992 reorganization of the Code.

In addition, construing *waste* to include both household garbage and yard trash is consistent with Code Section 18-138, Exemptions, which exempts from the provisions of Article V, "... persons disposing of household or agricultural waste, *by methods other than open burning*, when such waste is disposed of by the owner of the waste, on the premises where such waste was generated." (emphasis added). Conversely, Section 18-138 can be read to *not* exempt those persons who use open burning to dispose of either their household or agricultural waste (i.e. yard trash).

**City of Tallahassee Code:**

By comparison, the City of Tallahassee addresses the regulation of open burning by requiring a written permit from the fire department and treats a violation of the regulation as a civil infraction with varying degrees of fines. Chapter 21, Article XI of the City of Tallahassee Code, Solid Waste Collection and Disposal, provides a process for securing a burning permit, as follows:

**Sec. 21-492. Burning Permits.**

- (a) No open burning of wooden materials or vegetation shall be allowed unless a written permit for such burning is first secured from the chief of the fire department of the city or a duly authorized agent. Such a permit shall be issued upon a showing that public health and public safety will not be endangered. Such permits shall contain the conditions allowed for the burning; such conditions to include place, time and other conditions imposed upon the burn. Failure to comply fully with the conditions contained in the burning permit shall be a violation of this Code. In the event a person securing permits has been determined by the chief of the fire department to have violated the conditions of a permit two times during any four-month period, no additional permits will be issued to the person for a period of six months from the date of last violation.
- (b) Any person convicted of violating any of the terms of this section shall upon conviction be punished by a fine of \$100.00 for the first conviction, \$250.00 for the second conviction, and \$500.00 for the third or subsequent conviction.

On December 19, 2014, a meeting was held at the Public Safety Complex with attendees from Leon County Administration, the Leon County Attorney's Office, Leon County Sheriff's Office, Florida Forest Service, the Tallahassee Fire Department, and the Department of Agriculture. From that meeting, it is the understanding of the County Attorney's Office that Leon County's current burning Ordinance is drafted in such a manner that most burning would be completely prohibited throughout the County. The Leon County Sheriff's Office is charged with enforcing the Ordinance. The remedy available to the Sheriff's Office is to arrest the complainant or other property owner that is illegally burning. In practice, the Sheriff's Office has worked with the complainant or other property owner to resolve the situation without an arrest.

The Division of Forestry has been enforcing its regulations, but has been called on to enforce the County's Ordinance, which has been construed as a complete prohibition. The Division of Forestry cannot enforce a County Ordinance, but continue to receive requests to do so. The Tallahassee Fire Department, at that time, indicated that they have responded to numerous calls in the County, but was unclear how to handle burning in light of the existing code language.

The City has, in practice, deferred to the State's regulations on burning yard waste, which is administered through the Division of Forestry. The State will issue a permit for those fires that are larger than eight feet by eight feet and which meet the statutes and rules. If the Tallahassee Fire Department is called to investigate a complaint about open burning, they will allow the burning to continue as long as it has a permit. If the fire area is less than eight feet by eight feet, they will determine whether it meets the setback requirement and allow it to continue if it does. Many in-town properties would be prohibited from burning, as the lots are too small to allow a fire to meet the setback from the property line.

The consensus from the parties at the meeting was that the City's approach has worked well in the two years since it was implemented. If the Board were interested in handling this issue in the same manner as the City, that would be a fairly straightforward Ordinance amendment. Since they are already the designated fire safety official, the Tallahassee Fire Department could investigate complaints of illegal burning in the County, and handle as they do in the City. The County could also defer to the State's permitting process for larger fires, as the City currently does. If this is the direction that the Board wishes to take, the County would need to amend or repeal the current section dealing with burning and make sure that the delegation of authority is clear. Lastly, the City's practice is apparently administratively implemented and does not reflect their adopted ordinance.

**Options:**

1. Accept the status report on the on the comparison of Leon County's and the City of Tallahassee's open burn ordinances (Attachments #1 and #2).
2. Amend Section 18-142, Leon County Code of Laws, deferring the issue of burning yard waste to the State Statute.
3. Board direction.

**Recommendation:**

Options #1 and #2.

**Attachments:**

1. Section 18-142 of the Code of Laws of Leon County, Florida
2. Section 21-492 of the Code of Laws of the City of Tallahassee

HWAT/kam

Leon County, FL Code of Ordinances

Sec. 18-142. - Burning.

It shall be unlawful for any person to dispose of waste by open burning when an organized waste collection system is available for service, or where such burning is a nuisance to the neighborhood or is a hazard to passing motorists on nearby roads.

(Code 1980, § 9-9)

Tallahassee, FL Code of Ordinances

Sec. 21-492. - Burning permits.

- (a) No open burning of wooden materials or vegetation shall be allowed unless a written permit for such burning is first secured from the chief of the fire department of the city or a duly authorized agent. Such a permit shall be issued upon a showing that public health and public safety will not be endangered. Such permits shall contain the conditions allowed for the burning; such conditions to include place, time and other conditions imposed upon the burn. Failure to comply fully with the conditions contained in the burning permit shall be a violation of this Code. In the event a person securing permits has been determined by the chief of the fire department to have violated the conditions of a permit two times during any four-month period, no additional permits will be issued to the person for a period of six months from the date of last violation.
- (b) Any person convicted of violating any of the terms of this section shall upon conviction be punished by a fine of \$100.00 for the first conviction, \$250.00 for the second conviction, and \$500.00 for the third or subsequent conviction.

(Code 1984, § 11-25; Ord. No. 91-O-0045AAA, § 1, 9-25-1991; Ord. No. 08-O-70, § 12, 1-28-2009)

**Cross reference** – Fire protection and prevention, ch. 10

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #11**

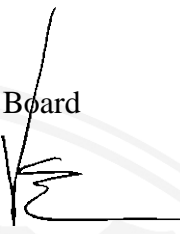


# Leon County Board of County Commissioners

## Cover Sheet for Agenda #11

April 14, 2015

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

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

**Title:** Acknowledge Receipt of Report on the Consolidated Dispatch Intergovernmental Agency

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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
<b>Lead Staff/ Project Team:</b>	Kim Dressel, Senior Assistant to the County Administrator

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #1: Acknowledge receipt of report on the Consolidated Dispatch Intergovernmental Agency.

## Report and Discussion

### **Background:**

During its meeting of March 10, 2015, the Leon County Board of County Commissioners requested that staff prepare an agenda item on the Consolidated Dispatch Intergovernmental Agency (CDA), subsequent to the CDA Board's receipt of the Audit of the Tallahassee-Leon County CDA and Related Motorola Contracts (Audit). This agenda item has been prepared in response to the Board's request. Both T. Bert Fletcher, City Auditor, and Tim Lee, CDA Director, will attend the April 14, 2015 meeting of the Board of County Commissioners and will be available to make a presentation with respect to the Audit and status of the CDA's response.

The Audit was conducted by T. Bert Fletcher, City Auditor, to address concerns regarding the performance of the CDA in receiving and processing emergency calls for fire, law enforcement, and emergency medical services. Some of those concerns related to the performance of the technology recently implemented to assist the CDA in providing services, and to the contract executed for implementation of that technology. Other concerns related to the performance of CDA staff. An ancillary purpose of the audit was to determine the impact technology issues experienced at the CDA had on the City's project to implement a new Records System at the Tallahassee Police Department (TPD).

The CDA was created pursuant to an Interlocal Agreement entered into on May 31, 2012 by the City of Tallahassee, Leon County, and the Leon County Sheriff (the Parties). In part, the Interlocal Agreement established:

1. The CDA Board, which serves as the governing body of the CDA. The CDA Board is comprised the Leon County Administrator, City of Tallahassee City Manager, and the Leon County Sheriff.
2. The CDA Management Committee, which was established primarily as an advisory body to make recommendations on policy to the CDA Board, and to carry out the CDA Board's direction on policy. The CDA Management Committee is comprised of the Sheriff's appointee; the Police Chief, the Fire Chief and the EMS Chief, or their respective designees.
3. The position of the CDA Director, with responsibilities that include overall management control of public safety consolidated dispatch services county-wide, as well as managing the daily operations of the CDA, and supervising and evaluating its employees. The CDA Director reports to the CDA Board. The CDA Director, Tim Lee, was hired effective February 3, 2014.

The CDA operates under the Interlocal Agreement, as amended. The responsibilities of each of the three Parties were established, as follows:

1. Leon County will provide support for the CDA's telephone system.
2. The Leon County Sheriff's Office will provide support for the emergency 911 system.
3. The City of Tallahassee will provide support for the CDA's computer hardware and software for the Computer Aided Dispatch (CAD) system and related systems, to include installation, maintenance, training, and management.
4. The City and the County will provide support for the Geographical Information System (GIS) used by the CDA.

**Analysis:**

The Audit was completed and released on March 13, 2015, during a meeting of the CDA Board. A copy of the transmittal letter and the full report, which contains the audit issues, audit concerns, recommended actions, and response from the CDA and the City, is provided as Attachment #1.

In general, the scope of the Audit included activity of the CDA since it cutover to the new Motorola CAD system in September 2013 through October 2014. Certain activities occurring after that period through the end of the auditor's fieldwork in early December 2014 were also addressed as part of the Audit. The scope included activity relating to the contracts with Motorola, Inc. (Motorola), executed in December 2010, for the implementation of the new CAD system and the new TPD Records System.

The Audit concluded that the CDA provides area citizens with significantly enhanced dispatch operations compared to the previous separate dispatch operations that were performed independently by TPD and the Leon County Sheriff's Office. Under the CDA, the primary benefit to the public is that an emergency call for assistance is now received, processed, and dispatched to all appropriate responding agencies in a single coordinated process, as opposed to past practices in which emergency calls were often transferred between the separate dispatch agencies, with each dispatch agency sometimes dispatching responding units to the same incident in separate processes.

The Audit found that the CDA, a relatively new agency, has experienced several operational issues; that actions have been taken to address such issues; and that the CDA, under the guidance of Director Lee, continues to advance in regard to technology, processes, policies, and procedures. Audit recommendations for improvements and enhancements pertain to: (1) CDA technology; (2) implementation of the new TPD Records System; (3) contract execution and management; (4) maintenance payments; (5) CDA policies, processes, and staffing; (5) premises hazards; and (6) response time measurement.

The CDA Board welcomed the opportunity to engage with the Office of the City Auditor to improve the CDA as a whole. It carefully reviewed and assessed the Audit report and prepared a response to each of report's recommendations. The full response may be found beginning on page 153 of the Audit report (Attachment #1, beginning on page 160 of 178). As reflected in the following summary of the recommendations and responses, the CDA Board concurred with the report's recommendations in general and has taken, and continues to take, actions in response thereto.

**Summary of CDA's Responses to Audit Recommendations**

1. "Recommendation [CAD System]: The owners should continue working with Motorola to resolve remaining system issues. If those issues are not resolved in the near future, the owners should take appropriate actions...

CDA's Response: The CDA concurs with this recommendation. The CDA as part of protecting its interest has employed a network administrator to monitor system stability and create an onsite resource that is utilized to specialize in the Motorola Premier One solution. It is intended to establish a period of acceptable stability of the Motorola CAD product to validate what options may be needed to remedy any ongoing issues with the CAD product. It is the intent of the CDA to continue to work with Motorola on the implementation of new platforms and the stabilization of the existing system until which time the CDA deems that there is no resolution to the ongoing issues. At which time the CDA will make the appropriate recommendation to the stakeholders that will be in the best interest of the CDA.

2. Recommendation [TPD Records System]: The City should monitor Motorola's efforts to complete the implementation of the new TPD Records System and consider actions if those efforts are not successful...

CDA's Response: As this is not a CDA issue the City of Tallahassee is providing a separate response.

City of Tallahassee['s] Response: City ISS staff has been consistently working with Motorola staff to complete tasks and resolve issues. The first iteration of data conversion was completed by Motorola on Nov. 26, 2014 and has been reviewed by the City's project team. The Project Team has identified a punch list of tasks that need to be completed for the cutover in August 2015. The training schedule for TPD's staff has been completed. Acceptance testing will begin in April 2015 and the team has agreed to a cutover date of August 2015. The team continues to meet weekly to ensure a successful project implementation this year. The City's Chief Information Systems Officer along with City Legal will seek compensation from Motorola for the adverse financial impacts incurred by TPD due to the delays.

3. Recommendation [Contracts]: Enhanced terms providing for stronger financial incentives and/or penalties should be included in future contracts...

CDA['s] Response: The CDA concurs and will consider appropriate penalties for future contracts.

4. Recommendation [CAD System - Continued]: Consideration should be given to using qualified third-party consultants and conducting enhanced risk analyses for future system acquisitions and implementations...

CDA's Response: The CDA concurs and will consider this approach when appropriate in future acquisitions.

City of Tallahassee's Response: A third-party consultant was engaged for the acquisition of the City's Motorola PremierCAD system that was used by TPD and TFD prior to consolidation. The owners purchased the Motorola PremierOne CAD/Mobile system for the CDA as a system upgrade to the existing Motorola PremierCAD, not a new system; therefore a third-party consultant was not engaged. The recommended approach will be considered when appropriate for future acquisitions.

5. Recommendation [Maintenance and Support Agreements]: Efforts should be enhanced to ensure proper payments for maintenance and support...

CDA's Response: The CDA concurs that corrective measures be put into place to protect the interest of the owners and the CDA. The City of Tallahassee is providing a separate response.

City of Tallahassee['s] Response: Prior procedures entailed the project manager reviewing all invoices and maintenance agreements/renewals and approving for payment. Staff has been counseled on this item and the process modified to include multiple levels of review and approval. In addition to the project manager's approval, the ISS Manager for Public Safety will also review and cross-reference all invoices and maintenance agreements/renewals with signed contracts and/or change orders as appropriate. The ISS Manager will also ensure all owners approve the documents with a signature prior to any payment being made.

6. Recommendation [Policies and Procedures]: Efforts should be made to complete formal policies and procedures...

CDA's Response: We concur with this recommendation and the CDA is in the process of establishing formal policies that would meet industry standards. Currently the CDA has currently vetted 45 personnel and operational policies through the Management Committee and have received final approval from the CDA Board. The CDA's focus is to obtain accreditation as part of the design of policies and procedures. The CDA has established an Accreditation Managers position that is working with representatives of the Leon County Sheriff's Office, Leon County

EMS and the Tallahassee Police Department to assist in the design and implementation of the policies to meet CALEA (Commission for Accreditation for Law Enforcement), FSA (Florida Sheriff's Association) and the ACE accreditation through the National Academy of Emergency Dispatch, staying in compliance with (CAAS) Commission on Accreditation of Ambulance Services.

7. Recommendation [Quality Assurance]: Efforts should be made to expand the quality assurance function to appropriate areas...

CDA's Response: We concur with this recommendation and have already begun to implement it. The CDA does have a formal Quality and Assurance program in place. This task has been added to the CDA's Continuous Improvement Work Plan for tracking and implementation. The CDA is currently looking at a second quarter of 2015 implementation of Police Protocols for call taking and dispatching purposes. As part of the implementation it will mirror the existing practices for quality and assurance utilized to critique fire and EMS calls. The additional focus will be in the reviewing of radio traffic that is populated as part of each of the dispatch calls. As it relates to accountability of dispatch times, the CDA runs a monthly, quarterly and annual report to evaluate response and dispatch times. As part of this practice corrective measures are put into place as needed to create the most proficient response mechanism as possible.

As it relates to the dispatcher performance and response times, the CDA has a process that monthly and quarterly Arthur Kraus and Associates provide internal staff reports that provide metrics for evaluating dispatcher performance and overall expectations.

8. Recommendation [Training and Staff Certifications]: Better records are needed to ensure call takers and dispatchers maintain each required certification...

CDA's Response: We concur with this recommendation and have already begun to implement it. This task has been added to the CDA's Continuous Improvement Work Plan for tracking and implementation. The CDA is looking into a solution that each of the employee's certifications are maintained in a digital format that is kept current through either a records management system or Outlook accountability system. Each of the employees that were identified as part of the audit were removed from their daily duties and corrective measures were utilized to get each of their certifications current. Each of employees that were identified within the audit has taken the prescribed steps to bring their status current with the State of Florida and the CDA required certifications. To date all employees are current in their certifications as required to be CDA employee.

9. Recommendation [Staffing]: Exit interviews should be conducted and recruitment efforts continued to reduce vacancies and reduce overtime and staff turnover...

CDA's Response: We concur with this recommendation and have already taken steps to implement it. The CDA, since its inception, has had a high volume of turnover rate. We are currently evaluating the root cause(s) for the high turnover rate in the attempt to identify and implement potential solutions, and will implement exit interviews to help identify the causes of turnover on an ongoing basis. The CDA has currently created a form to supply to all out going employees that provides them the ability to explain the reason for their departure. The intent is for the CDA to evaluate each of the forms and create a data base to assist in a change management process to reduce the turnover rate.

As to ongoing recruitment: (1) a recruitment commercial was created and is continually aired on WCOT; (2) representatives attend Career Fairs (eleven have been attended since February 2014); (3) recruitment sessions at Work Force have been completed; (4) digital recruitment signs have been utilized at various locations; and (5) representatives have participated in multiple public speaking engagements for employee recruitment purposes.

10. Recommendation [Premises Hazards]: Planned actions to ensure critical premises hazards are opened and information provided to responding units should be completed...

CDA's Response: We concur with this recommendation, and have begun implementing a solution. This task is already part of the CDA's Continuous Improvement Work Plan. The CDA is working with the CAD vendor, Motorola, to create a mechanism by which the premise hazard would have to be acknowledged and viewed for the call to be processed. The projected release date for this solution is April 2015, with an implementation time frame of July 2015.

11. Recommendation [Response Times]: More comprehensive response times should be calculated on a periodic basis and used by management to evaluate performance...

CDA's Response: The CDA partially concurs with this recommendation. The CDA has created standardized reports that are generated as part of the CAD system that allows for CDA administration to view current and past statistical data. Currently the CDA reviews each of the reports on a monthly, quarterly and annual basis to evaluate the performance of its call processing capabilities. The CDA will continue to use industry standards. The CDA utilizes industry standards established by NFPA (National Fire Protection Association) and CAAS (Commission on Accreditation of Ambulance Services) as the metric for measurement. Consistent with such industry standards, each agency nationwide measuring call to dispatch, dispatch to pre-alert and pre-alert to on scene time. The CDA will continue to monitor dispatch times and make corrective actions as needed."

It is the mission of the CDA to enrich public service through active listening, accurate interpretation, and swift dissemination of emergency and non-emergency calls to appropriate resources. The CDA received 194,143 emergency 9-1-1 calls and 328,682 non-emergency calls for service in FY14, which equates to 522,825 total calls for the year and more than 1,400 total calls per day on average.

It is important to emphasize the levels of ongoing commitment, focus and importance the CDA Board, CDA Management Committee, and Director Tim Lee place upon the CDA's performance and its critical mission. Upon his arrival, Director Lee instituted a Continuous Improvement Work Plan, whereby CDA operations are continuously assessed and improved upon (Attachment #2). The CDA Management Committee meets monthly to carry out the CDA Board's direction on policy and to review CDA activities, operations, policies and procedures with the CDA Director. The CDA Board will continue to dedicate all resources necessary from the respective public safety partner agencies to support the CDA and Director Lee in the ongoing commitment to make the CDA a model for public safety dispatch agencies.

**Options:**

1. Acknowledge receipt of report on the Consolidated Dispatch Intergovernmental Agency.
2. Do not acknowledge receipt of report on the Consolidated Dispatch Intergovernmental Agency.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Transmittal Letter and Audit of the Tallahassee-Leon County CDA and Related Motorola Contracts
2. CDA Continuous Improvement Work Plan



*Most Livable City in America*

**TO:** Tallahassee-Leon County Consolidated Dispatch Agency Board of Directors  
 Mayor and Members of the City Commission  
 Chairman and Members of the Leon County Commission

**FROM:** T. Bert Fletcher, City Auditor

**DATE:** March 16, 2015

**SUBJECT:** Audit of the Tallahassee-Leon County Consolidated Dispatch Agency (CDA)  
 and Related Motorola Contracts (#1505)

We have completed the Audit of the Tallahassee-Leon County Consolidated Dispatch Agency (CDA) and Related Motorola Contracts. We submit this report which contains our audit issues, concerns, and recommended actions and response from the CDA and City.

We thank applicable staff of the CDA and owner agencies (City, County, and Sheriff's Office) for their cooperation and assistance during this audit. If you have any questions or need further information, please contact me.

Respectfully submitted,

T. Bert Fletcher  
 City Auditor

TBF/md

Attachment

cc: Members of the Audit Committee  
 Tim Lee, Director, CDA  
 Dee Crumpler, Assistant City Manager, Safety & Neighborhood Svcs.  
 Alan Rosenzweig, Deputy County Administrator  
 Raoul Lavin, Director DMA, City of Tallahassee  
 Chief Michael DeLeo, Tallahassee Police Department  
 Chief Jerome Gaines, Tallahassee Fire Department  
 Chief Tom Quillin, Leon County EMS  
 Undersheriff Robert Swearingen, Leon County Sheriff's Office  
 Sabrina Holloman, Chief Information Systems Officer, City of Tallahassee  
 City Appointed Officials  
 City Executive Team  
 Matt Lutz, Treasurer-Clerk Records  
 External Auditor





T. Bert Fletcher, CPA, CGMA  
City Auditor

## HIGHLIGHTS

Highlights of Auditor Report #1505

### WHY THIS AUDIT WAS CONDUCTED

This audit was conducted to address concerns regarding the performance of the Tallahassee-Leon County Consolidated Dispatch Agency (CDA) in receiving and processing emergency calls for fire, law enforcement, and medical services. Some of those concerns related to the performance of technology recently implemented to assist the CDA in providing services, and to the contract executed for implementation of that technology. Other concerns related to the performance of CDA staff. An ancillary purpose of the audit was to determine the impact technology issues experienced at the CDA had on the City's project to implement a new Records System at the Tallahassee Police Department (TPD).

To address those concerns we established seven specific audit objectives:

1. Identify and evaluate the technology issues that have adversely impacted the CDA and identify actions taken to resolve those issues.
2. Determine the impact technology issues pertaining to the new Computer-Aided Dispatch (CAD) system at the CDA had on the implementation of the new Records System at TPD.
3. Identify and evaluate the contracts with Motorola Inc. to implement the new CAD system at the CDA and the new Records System at TPD.
4. Determine if payments for maintenance and support for the various Motorola systems were proper, reasonable, and in accordance with governing contractual provisions.
5. Identify and evaluate the policies and procedures, quality assurance and training processes, and staffing of the CDA.
6. Identify and evaluate the CDA process for informing responding (service) units of pertinent information regarding the locations (premises) to which the responding units have been dispatched.
7. Determine the CDA "response times" relating to emergency calls processed by the CDA and compare those times to that of other jurisdictions.

The scope of this audit included activity of the CDA since it cutover to the new Motorola CAD system in September 2013 through October 2014. Certain activities occurring after that period through the end of our audit fieldwork in early December 2014 were also addressed. The scope also included activity relating to the two contracts with Motorola Inc. for the implementation of the new CAD system and the new TPD Records System.

### WHAT WE CONCLUDED

The Tallahassee-Leon County CDA provides area citizens with significantly enhanced dispatch operations compared to the previous separate dispatch operations that were performed independently by TPD and the Leon County Sheriff's Office. Under the CDA, the primary benefit to the public is that an emergency call for assistance is now received, processed, and dispatched to all appropriate responding agencies in a single coordinated process, as opposed to past practices in which

March 16, 2015

### AUDIT OF THE TALLAHASSEE-LEON COUNTY CDA AND RELATED MOTOROLA CONTRACTS

*The establishment of the CDA has improved the dispatching of emergency services; however, as a relatively new agency the CDA has experienced several issues that have, at times, adversely impacted the public and responding agencies' confidence in the new coordinated dispatch process.*

emergency calls were often transferred between the separate dispatch agencies, with each dispatch agency sometimes dispatching responding units to the same incident in separate processes. Notwithstanding the CDA's success, as a relatively new agency, it has experienced several operational issues that have, at times, adversely impacted the public and responding agencies' confidence in the new coordinated dispatch process. Those issues were magnified due to the problems that occurred with some of the new technology implemented at the CDA. We found that actions have been taken to address those issues and that the CDA, under the guidance of a Director hired in February 2014, continues to advance in regard to technology, processes, policies, and procedures. Several areas were identified by this audit for which improvements and enhancements have been recommended. Those areas pertain to CDA technology; implementation of the new TPD Records System; contract execution and management; maintenance payments; CDA policies, processes, and staffing; premises hazards; and response time measurement.

The primary issues addressed in this audit, some of which had been identified and were being addressed prior to the start of the audit, included:

- There have been significant technology issues regarding the new CAD system implemented at the CDA, which impacted the efficiency and effectiveness of CDA operations. Those issues included system instability (slow processing of commands and temporary outages) as well as functional issues. Both the owners (City, County, and Sheriff's Office) and Motorola have devoted resources and efforts to resolve those issues and, to date, it appears that many of those issues have been addressed and corrected. Yet, the system must consistently perform for an extended period without reoccurrence of those issues before the owners can be confident of the system's reliability.
- Because of various reasons, the City and Motorola have not completed implementation of TPD's new Records System. The initial contracted completion date has been extended several times for reasons attributable primarily to Motorola, but also in part to the City. Those delays have resulted in adverse financial impacts to the City, calculated at approximately \$148,500 as of September 30, 2014. The current planned completion date is the end of summer 2015.
- Overall, the owners' contract with Motorola for the new CAD system was adequate and contained appropriate terms and conditions, and contract deliverables were provided and payments made in accordance with those terms and conditions. However, certain contract provisions should have been enhanced to better protect the owners and the CDA. Specifically, the amount withheld from payment, pending the owners' final acceptance of the system, was too low. Similarly, the maximum amount allowed for liquidated damages was too low. Furthermore, some change orders were executed without documented approval or co-execution by all owners. Lastly, an appropriate approval authority within the City for retention of change orders was not established.

- Overall, the City's contract with Motorola for TPD's new Records System was adequate and contained appropriate terms and conditions. Contract deliverables were provided and payments made in accordance with those terms and conditions. However, the contract did not allow for liquidated damages in the event the system was not timely implemented and did not require Motorola to execute and provide a performance or surety bond guaranteeing Motorola's successful implementation of the new system. Lastly, justification for one change order that extended the contract date for system implementation was not adequately documented and some change orders were not approved and executed by the appropriate City authority.
  - Approximately \$50,000 in overpayments to Motorola occurred due to undetected over billings by Motorola for system maintenance services. After we brought this to the owners' attention, the overpayments were successfully recovered from Motorola.
  - While establishment of all formal written policies and procedures had not been completed, CDA management was in the process of drafting and completing the necessary remaining policies and procedures at the time of our audit, with plans to obtain CDA Board approval for those remaining policies and procedures in the near future.
  - The CDA's formal quality assurance (QA) function currently did not address all categories of calls or the dispatch function. The QA process identified areas where performance improvements were needed and actions were being taken to address those areas.
  - While CDA call takers/dispatchers received comprehensive training, a few did not have required certifications. Better records are needed to track whether call takers and dispatchers maintain the required certifications.
  - Current CDA staff is reasonably experienced but is working significant overtime to ensure the CDA is adequately staffed because of vacancies that are attributable, in part, to relatively high staff turnover. Exit interviews with departing staff were not being conducted to obtain information that might assist the CDA in reducing the relatively high turnover.
  - The CDA did not have an adequate process or maintain adequate records to monitor whether established protocol was followed with respect to reporting critical premises hazard information to responding units.
  - While certain response times were periodically calculated and reviewed, additional response times should be periodically calculated and used by CDA management for oversight purposes.
3. The TPD Records System should be completed and consideration should be given by the City to pursuing reimbursement from Motorola for the adverse financial impacts resulting from delays in completion of that system.
  4. Future contracts for major system acquisitions should contain enhanced terms and conditions that provide stronger financial incentives and/or penalties (e.g., retainage and liquidated damages) in the event the contractor does not timely complete installation of an acceptable system. Also, consideration should be given to applying existing provisions in the CAD system contract that provide for liquidated damages.
  5. Change orders should be reviewed and approved by each applicable party and executed by an appropriate City representative and authority, and justification for each change order should be documented.
  6. To preclude future overpayments, project managers should ensure amounts billed by and paid to contractors are in accordance with governing contractual provisions.
  7. The CDA should continue efforts to ensure comprehensive formal policies and procedures are established and implemented by the end of the summer of 2015 as planned.
  8. The CDA should complete plans to review all categories of law enforcement calls as part of the formal quality assurance process; efforts to address areas of underperformance identified by the quality assurance process should be continued; and the formal quality assurance process should be expanded to address the dispatch function and processing times.
  9. A centralized system should be established to track the certification status of all CDA staff. CDA management should ensure call takers and dispatchers maintain required certifications. Additionally, the CDA should continue efforts to require all trainers are certified in the training function.
  10. The CDA should conduct exit interviews with terminating employees and take appropriate actions based on useful information obtained through those interviews. Also, to help alleviate potential stress and fatigue and to lessen overtime worked by current staff, ongoing recruitment efforts to reduce the number of vacancies should be continued.
  11. Corrective measures planned and being taken to ensure critical premises hazards are opened and communicated by dispatchers in accordance with CDA protocol should be completed. Also, the CDA should establish a method/process to monitor, on an ongoing basis, whether established protocol has been followed regarding reporting critical premises information (hazards) to responding units. Furthermore, owner efforts to obtain historical information from Motorola to allow for an analysis as to whether premises hazards have been opened and reviewed as required by CDA protocol should be continued.
  12. To provide additional information that would be useful for management oversight purposes, the CDA should consider enhancing its process for determining response times.

#### WHAT WE RECOMMENDED

For the issues addressed within the audit, our major recommendations included:

1. The owners should continue to work with Motorola to resolve remaining technical and performance issues relating to the CAD system and seek appropriate restitution from Motorola for the adverse financial impacts resulting from those system issues.
2. Enhancements should be made to the implementation (testing) and risk analysis processes regarding acquisition of future systems that impact the public's health, safety, and welfare.

We would like to thank staff at the CDA, the City Information System Services Department, TPD, the Tallahassee Fire Department, Leon County Emergency Medical Services, and the Leon County Sheriff's Office for their assistance and cooperation during this audit.

# Audit of the Tallahassee-Leon County Consolidated Dispatch Agency and Related Motorola Contracts



Report #1505  
March 16, 2015



Copies of this audit report #1505 may be obtained from the City Auditor's web site (<http://www.talgov.com/auditing/auditing-auditreports.aspx>), by telephone (850 / 891-8397), by FAX (850 / 891-0912), by mail or in person (City Auditor, 300 S. Adams Street, Mail Box A-22, Tallahassee, FL 32301-1731), or by e-mail ([auditors@talgov.com](mailto:auditors@talgov.com)).

Audit made by:

T. Bert Fletcher, CPA, CGMA, City Auditor  
Patrick Cowen, CPA, Senior IT Auditor  
Dennis Sutton, CPA, Audit Manager  
Cameisha Smith, Senior Auditor

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# *Audit of the Tallahassee-Leon County Consolidated Dispatch Agency and Related Motorola Contracts*



T. Bert Fletcher, CPA, CGMA  
City Auditor

Report #1505

March 16, 2015

## *Executive Summary*

*While several issues and concerns are addressed in our audit, the CDA represents an enhancement to area dispatch operations.*

*The overall purpose of this audit was to address concerns regarding CDA performance in receiving and processing emergency calls.*

*The Tallahassee–Leon County Consolidated Dispatch Agency (CDA) provides area citizens with significantly enhanced dispatch operations compared to the previous separate dispatch operations that were performed independently by the Tallahassee Police Department (TPD) and Leon County Sheriff’s Office. Under the CDA, the primary benefit to the public is that an emergency call for assistance is now received, processed, and dispatched to all appropriate responding agencies in a single coordinated process, as opposed to past practices in which emergency calls were often transferred between the separate dispatch agencies, with each dispatch agency sometimes dispatching responding units to the same incident in separate processes. Notwithstanding the CDA’s success, as a relatively new agency, it has experienced several operational issues that have, at times, adversely impacted the public and responding agencies’ confidence in the new coordinated dispatch process. Those issues were magnified due to the problems that occurred with some of the new technology implemented at the CDA. We found that actions have been taken to address those issues and that the CDA, under the guidance of a Director hired in February 2014, continues to advance in the right direction in regard to technology, processes, policies, and procedures. Several areas were identified by this audit for which improvements and enhancements have been recommended. Those areas pertain to CDA technology issues; implementation of the new TPD Records System; contract execution and management; maintenance payments; CDA policies, processes, and staffing; premises hazards; and response time measurement.*

**Audit Purpose and Objectives.** The purpose of this audit was to address concerns regarding the performance of the Tallahassee–Leon County Consolidated Dispatch Agency (CDA) in receiving and processing emergency calls, including the dispatching of appropriate service units

(fire, law enforcement, and medical) to address incidents associated with those calls. Some of those concerns related to the performance of technology recently implemented to assist the CDA in providing services, and to the contracts executed for implementation of that technology. Other concerns related to the performance of CDA staff. An ancillary purpose of the audit was to determine the impact technology issues experienced at the CDA had on the City's project to implement a new Records System at the Tallahassee Police Department.

To address those concerns we established seven specific audit objectives:

1. Identify and evaluate the technology issues that have adversely impacted the CDA's ability to efficiently and effectively receive and process emergency calls and dispatch service units based on those calls and to identify actions taken to resolve those issues.
2. Determine the impact technology issues pertaining to the new Computer Aided Dispatch and Mobile System (CAD system) implemented at the CDA have on the implementation of the new Records System at the Tallahassee Police Department (TPD).
3. Identify and evaluate the contracts with a third-party vendor (Motorola, Inc.) to implement the new CAD system at the CDA and implement the new Records System at TPD. Included as part of this objective was a determination of contract compliance with terms regarding deliverables and payments for services, as well as a determination of the adequacy of contractual terms and conditions.
4. Determine if payments for maintenance and support for the various Motorola systems used by the City and the CDA were proper, reasonable, and in accordance with governing contractual provisions.
5. Identify and evaluate the policies and procedures, quality assurance and training processes, and staffing of the CDA.
6. Identify and evaluate the CDA process for informing responding (service) units of pertinent information regarding the locations (premises) to which they have been dispatched.

*We established seven specific audit objectives to address the concerns.*



7. Determine the CDA “response times” relating to emergency calls processed by the CDA and to compare those times to that of other jurisdictions.

*The scope of the audit included activity of the CDA since it cutover to a new CAD system in September 2013 and activity relating to two Motorola contracts executed in 2010 for the CAD system and a new TPD Records System.*

*There have been significant technical issues that impacted the efficiency of CDA operations.*

*Completion of the new TPD Records System has been delayed due to several factors.*

*Certain contractual terms should have been enhanced to better protect the interest of the owners, and the CDA.*

*Overpayments to Motorola totaling \$50,000 were identified by the audit.*

**Audit Scope.** The scope of this audit included activity of the CDA since it cutover to the new Motorola CAD system in September 2013 through October 2014 (fourteen months). Certain activities occurring after that period through the end of our audit fieldwork in early December 2014 were also addressed by this audit. The scope also included activity relating to the two contracts with Motorola, Inc. (Motorola) for the implementation of the new CAD system and the new TPD Records System. Those contracts were executed in December 2010.

**Overview of Audit Results.** Our audit did not identify significant concerns or issues that indicate the consolidation of the dispatch function within the Tallahassee-Leon County area was not appropriate, or that the expected benefits from that consolidation will not be realized. Our audit did identify issues and concerns which have been proactively addressed by the CDA Board, CDA Director, and owner agencies (City, County, and Sheriff’s Office). Many of those issues and concerns had been identified and were being addressed prior to the start of this audit.

In regard to the issues and concerns addressed in our audit, we found there have been significant technology issues regarding the new CAD system which impacted the efficiency and effectiveness of CDA operations. Some of those issues, as well as other factors, have significantly delayed completion of the new Records System at TPD. We identified areas where contractual provisions for both the new CAD system at the CDA and the new Records System at TPD should have been enhanced to better protect the interests of the applicable owners (City, County, and/or Sheriff’s Office) and the CDA. Our audit also identified overpayments to Motorola of approximately \$50,000, which have subsequently been recovered.

Additionally, our audit showed the CDA is in the process of establishing formal policies and procedures with plans to obtain appropriate industry accreditation after completion and full implementation of those policies and procedures.

*Enhancements were recommended regarding CDA policies, quality assurance, training and employee certifications, and staffing.*

We found the CDA has a formal quality assurance function to review call taker performance in processing emergency calls for fire and medical services, as well as emergency calls involving missing children dispatched to TPD and the Sheriff's Office, although it has not yet applied that function to calls for other law enforcement services. Actions are being taken by the CDA to address concerns identified by that quality assurance function. The CDA should consider expanding the quality assurance process to other areas, including dispatcher performance and response times, and should complete current plans to apply that process to all categories of law enforcement calls.

*Records were not adequate to show critical information was generally provided to responding units for applicable incidents.*

The CDA has a formal training program and requires CDA call takers and dispatchers to be certified in accordance with applicable State statutes and to also obtain and maintain other pertinent certifications. Instances were identified where a few CDA employees were not certified as required. We determined a need for the CDA to improve records and methods used to track employee certifications.

We determined CDA staff worked significant overtime due, in part, to a relatively high turnover rate and resulting vacancies in call taking and dispatcher positions.

*Response times were calculated and compared to other jurisdictions; however, conclusions cannot be drawn from those comparisons.*

We determined there was not an adequate method/process in place or records available that would facilitate management monitoring or demonstration of staff compliance with protocol for premises hazards. The lack of such records also precluded us from determining the extent to which critical information (e.g., officer safety) was being relayed to responding units for applicable incidents.

We calculated CDA response times and gathered information on response times of public dispatch agencies in other jurisdictions. However, because of variations in methods and systems used by dispatch agencies to calculate response times, it was not possible to draw conclusions based on comparisons of the CDA's response times to the times reported by other jurisdictions.

The most significant determinations from our audit are presented in the following paragraphs under each specific audit objective.

**Audit Objective No. 1 - Identify and evaluate the technology issues that have adversely impacted the CDA's ability to efficiently and effectively receive and process emergency calls and dispatch service units based on those calls, and identify actions taken to resolve those issues:**

*The new CAD system installed at the CDA was a new product that had not been proven by Motorola through multiple implementations.*

*Many of the significant system stability and functional issues may have been successfully addressed and resolved; however, the CAD system must consistently perform adequately for an extended period before the owners can be confident all issues are resolved.*

*The owners have been proactive in communicating with Motorola the importance of successfully resolving the significant system issues; including submitting a proposed contract amendment that provides several concessions to the owners in the event the issues are not timely addressed and resolved.*

Our audit showed the City of Tallahassee, Leon County, and Leon County Sheriff's Office (owners), on behalf of the CDA, acquired a Computer Aided Dispatch (CAD) system from Motorola, Inc. (Motorola) that was, in essence, a new product that had not been proven through multiple implementations at other public safety dispatch agencies. At the date the owners executed the contract with Motorola, the new system had been installed at only a few agencies. As is typical with new systems, the new CAD system has experienced technical issues. Those issues included system instability (slow response and processing of system commands and temporary outages) as well as functional issues. While some agencies that implemented versions of the same system indicated to us that they did not experience any significant problems with their systems, other agencies that implemented this system indicated they have experienced similar technical issues as the Tallahassee-Leon County CDA. Both the owners and Motorola have devoted resources and effort to resolve the technical issues. To date, it appears many of those issues have been addressed and corrected. Yet, the system must consistently perform adequately for an extended period without reoccurrence of system instability or functionality issues before the owners can be confident the CDA will not experience additional unfavorable events. Actions by the owners and Motorola continue in an effort to resolve remaining issues.

In a June 24, 2014, letter to Motorola the owners (through the City of Tallahassee as the entity designated by the applicable inter-local agreement to administer and manage the implementation of the new CAD system on behalf of the other owners and the CDA) expressed concerns regarding the technical issues and the resulting impacts on CDA operations. Motorola assigned additional experienced staff to address the system issues in response. As noted in the previous paragraph, Motorola's efforts and response have to some extent been successful. However, because of continuing concerns, the owners (through the City) submitted a proposed contract amendment on October 16, 2014, to Motorola that provided for (1) certain financial consideration to the owners due to the adverse impacts of

*Hindsight indicates enhanced system testing likely would have shown there were significant performance issues.*

the technical issues, (2) a deadline for resolving remaining issues and demonstrating consistent adequate system performance, and (3) a remedy in the event Motorola is not successful in efforts to rectify any remaining issues and ensure consistent performance. That remedy includes reimbursement of the full contract price and Motorola's continued support of the implemented CAD system until such time a new replacement system is acquired and installed by the owners.

To date, Motorola has not agreed to the amendment. Motorola contends that based on certain contract provisions, the owners have granted "final acceptance" of the new system. However, no formal "final acceptance" has been granted by the owners as provided in the contract and Motorola has not billed the owners for amounts withheld pending the granting of that final acceptance. As of February 25, 2015, negotiations between Motorola and the owners were still ongoing.

*Hindsight also shows competitive procurement methods likely were appropriate.*

Hindsight shows while system testing was performed, more enhanced testing in a simulated environment prior to the cutover to the new system may have revealed the potential for the significant performance issues that occurred. Hindsight also shows that if the owners had determined prior to acquisition that the system was a "new system" and not a typical system upgrade, a more enhanced risk analysis could have been done likely resulting in application of competitive procurement methods and consideration of additional systems for implementation, and potentially the decision to engage a qualified consultant to assist in the monitoring of the implementation of a new CAD system.

*At this point we recommend the owners continue working with Motorola to resolve and rectify any remaining issues.*

At this point, we recommend the owners continue working with Motorola to resolve and rectify remaining issues. The owners should continue efforts to execute a contract amendment that provides for appropriate continued support (financial and technical) from Motorola and a deadline by which significant issues must be resolved. If that deadline is not met, the owners should consider a replacement system and options for recourse, including submitting a claim to the applicable surety company for recovery of the contract price. (See pages 47 through 75 of this report for details pertaining to this audit objective.)

*Several factors have contributed to significant delays in the implementation of the new Records System at TPD; with most factors attributable to Motorola.*

*The City should consider seeking restitution from Motorola for the adverse financial impacts resulting from the delays.*

**Audit Objective No. 2 - Determine the impact technology issues pertaining to the new Computer Aided Dispatch and Mobile System (CAD system) have on the implementation of the new Records System at the Tallahassee Police Department (TPD):** To date, because of various reasons, the City and Motorola have not completed implementation of the new Records System for the Tallahassee Police Department (TPD). The contract for that new Records System, executed in December 2010, provided for that new system to be completed and implemented by December 2011. That initial completion date was extended several times because of various factors, attributable in part to the City but primarily attributable to Motorola. Based on our interviews of knowledgeable City and TPD staff, some of the factors resulting in the delay included: (1) Motorola's delay in starting a conversion of data from the existing Records System, (2) time and resources expended by Motorola in creating an interface between the existing Records System and the former CAD system used by TPD that was not necessary as the new CAD system was implemented at the CDA before that interface could be used, (3) problems in creating other interfaces between the new Records System and other TPD applications, (4) functionality issues, and (5) an agreement between the City and Motorola to further delay efforts to complete implementation of the Records System so as to allow for increased efforts to complete implementation of the new CAD system at the CDA. Those delays have resulted in adverse financial impacts to the City. Our calculations of those impacts, based on a reasonable expected completion date of December 2012 (one year after the initial contractual completion date of December 2011 and after adjustment for the amount of Motorola's reduction in the maintenance fees due for the legacy system) is \$148,531. The current planned completion date is the end of summer 2015. We recommend the City continue to work with Motorola to complete implementation of the system. We also recommend the City consider requesting reimbursement from Motorola for the financial consequences suffered by the City due to delays attributable to Motorola. (See pages 75 through 84 of this report for details pertaining to this audit objective.)

**Audit Objective No. 3 - Identify and evaluate the contracts with a vendor (Motorola, Inc.) to implement the new CAD system at the CDA and implement the new Records System at TPD. Included as part of this objective was a determination of contract compliance with terms regarding deliverables and payments for services, as well as a determination of the adequacy of certain contractual terms and conditions:**

*The contracts executed with Motorola for the new CAD system at the CDA and the new Records System at TPD were generally adequate and appropriate; however, certain provisions should have been enhanced.*

The contracts with Motorola for both the implementation of the new CAD system at the CDA and the new Records System at TPD were executed in December 2010. Those two contracts are discussed separately in the following paragraphs.

CAD system: Overall, the contract for the new CAD system contained adequate and appropriate terms and conditions that specified the work to be performed, deliverables to be provided and related milestones to be met on which payments would be based, and provisions to protect the interest of the owners and CDA. We determined that other than the owners' final acceptance of the system upon which the final payment would be made, all contract deliverables were provided and payments were made in accordance with contract terms and conditions. However, we noted certain contract provisions that should have been enhanced to better protect the interest of the owners and CDA. Specifically:

*Contract terms should have provided for a greater withholding of funds due the contractor pending final acceptance of the system by the owners.*

- The amount withheld from payment pending final acceptance of the system by the owners (meaning the system was determined by the owners to be operating and performing appropriately and satisfactory) was only 5% of the contract price. For the CAD system component (there was also a radio equipment component), this has resulted in a withholding of only \$64,651 of the total of \$1,293,025 payable to Motorola for that component. In our opinion, a more appropriate amount to withhold pending demonstration of a satisfactory and appropriately performing system would have been an amount ranging from 20% to 30% of the contract amount, which would have served as a greater incentive for the vendor to ensure a properly performing system was installed.
- In accordance with common and good business practices, the contract provided the owners the right to assess liquidated damages in the event the system was not timely implemented. However, that provision

*Contract terms should have provided for greater liquidated damages.*

provided the maximum amount that could be assessed was 7% of the contract price, or \$90,512. In our opinion, a higher maximum amount would have served as a stronger incentive for Motorola to ensure an adequately performing system was timely installed.

In addition, we determined the owners did not comply with or apply two contract provisions that if followed or applied would have better protected the interests of the owner's and the CDA. Specifically:

- The contract provided that the owners were to request and obtain written permission from Motorola before using the new CAD system for anything other than testing or training purposes. Contrary to that provision, the CDA commenced using the new system in September 2013 without requesting and obtaining written permission from Motorola. As a result, Motorola has indicated in an email to the owners that it now interprets the CDA's use of the system without that written permission as the granting of "final acceptance" of the system by the owners. While we do not concur with that interpretation, as Motorola has not billed the owners for the amount withheld pending final acceptance and the owners have not formally granted final acceptance, written permission should nonetheless have been requested and obtained in September 2013 as provided by the contract.
- As indicated above, the owners have the contractual right to assess liquidated damages for the untimely completion of an adequately performing system, albeit in a lesser amount than we have recommended. To date, the owners have not assessed Motorola for such damages. In the event there are additional system stability and performance issues, the owners should consider applying that provision, especially if the owners and Motorola do not execute a fair and appropriate contract amendment as addressed above under Audit Objective No. 1.

*The owners should have complied with all contract provisions.*

*Consideration should be given to applying liquidated damages provisions.*

*Concerns with contract change orders were identified.*

Lastly, regarding change orders to the contract we determined the following:

- Some change orders were executed solely by the City and Motorola without documented approval or co-execution by the other owners (Leon County and the Sheriff's Office).

- An appropriate approval authority for the City was not determined or designated.

*Recommendations were made to address the contractual issues.*

We recommend, for future contracts of this nature, that provisions be included that provide for a significant amount to be withheld until the owners have accepted the applicable system as completely installed and performing properly and adequately. Similarly, amounts assessable for liquidated damages should be sufficient to provide a significant incentive for the contractor/vendor to complete the new system in a timely manner. We also recommend all applicable contractual terms and conditions be followed by the owners so as to protect the owners' (and public's) best interest. Additionally, at this point the owners should consider invoking the current liquidated damages provisions in the current contract with Motorola in the event subsequent system stability or performance issues occur or reoccur. Lastly, each party to the contract (City, County, and Sheriff's Office) should approve and execute any subsequent change orders; and for those change orders executed to date only by the City, documented approval and concurrence should be obtained from the County and Sheriff's Office as to the additional services authorized. An appropriate City authority for approving and executing subsequent change orders should also be designated by City management.

*The contract for the new TPD Records System did not contain provisions for liquidated damages and did not require a surety or performance bond.*

Records System: The contract for implementation of the new Records System at TPD was executed as an amendment of the maintenance agreement between TPD and Motorola for the existing TPD Records System. We determined that contract contained adequate and appropriate terms and conditions that specified the work to be performed and the deliverables to be provided and related milestones to be met on which payments would be based. We also noted that a contract change order was executed for Motorola to provide certain financial consideration to the City in the event the new system was not timely implemented. That financial consideration has been provided in that Motorola is not billing the City for certain ongoing maintenance of the existing Records System.

Notwithstanding that change order, the contract did not provide the City the right to assess liquidated damages in the event Motorola did not timely complete implementation of the new Records System. As implementation of the new system has not been completed (three years after the initially



planned completion date), such provisions would have provided the City additional financial consideration for the delays addressed above under Audit Objective No. 2.

Furthermore, the contract did not require Motorola to execute and provide the City a performance or surety bond guaranteeing Motorola's successful completion of the new system implementation. The lack of such a provision limits the City's recourse in the event Motorola ultimately does not complete that implementation.

*Issues regarding contractual change orders were also identified for this project.*

Lastly, regarding change orders to the contract we determined:

- Justification for one change order that extended the contract date for completion of system implementation was not adequately documented.
- Certain change orders were not approved and executed by the appropriate authority as provided by City policy.

To address those issues we recommend that contracts for future projects include provisions requiring a surety/performance bond guaranteeing the contractor's performance and the ability of the City to assess liquidated damages in the event the contractor does not complete the project in a timely manner. Also, regarding the current project, justification for any subsequent change order should be adequately documented and such change orders should be executed by appropriate authorities as provided by City policy. *(See pages 84 through 98 of this report for details pertaining to this audit objective.)*

*Recommendations were made to address the identified issues.*

**Audit Objective No. 4 - Determine if payments for maintenance and support for the various Motorola systems used by the City and the CDA were proper, reasonable, and in accordance with governing contractual provisions:**

As part of our audit, we reviewed various payments to Motorola, including payments for maintenance of Motorola systems used by the City and CDA. Our review showed most of those payments were in the correct amounts as provided by applicable maintenance agreements and terms and conditions established by the contracts for implementation of the new CAD system and Records System. However, we identified approximately \$50,000 in overpayments to Motorola due to undetected over billings by Motorola. Those overpayments pertained to maintenance of the new CAD system at the CDA and maintenance of the existing

*We identified two instances where Motorola overbilled the City and CDA a total of approximately \$50,000 for maintenance fees.*

*The overpayments were recovered from Motorola.*

Records System at TPD. After we brought those instances to City staff's attention (the City processes payments on behalf of the CDA), the City successfully recovered the overpayments from Motorola. We recommend project managers assigned to manage and oversee projects of this nature ensure that amounts billed by and paid to contractors are in accordance with contractual provisions governing fees for services. (See pages 98 through 102 of this report for details pertaining to this audit objective.)

**Audit Objective No. 5 - Identify and evaluate the policies and procedures, quality assurance and training processes, and staffing of the CDA:** In regard to CDA policies and procedures, quality assurance and training processes, and staffing, we determined areas of concern as described in the following paragraphs.

*The CDA is in the process of establishing formal policies and procedures.*

Policies and Procedures: CDA management is in the process of developing formal policies and procedures for the operation and administration of the CDA. CDA management's intent is to establish and follow such policies and procedures such that accreditation can be obtained from applicable industry organizations. As of the end of our audit fieldwork, the CDA had established and was following 40 formal policies and procedures and was in the process of drafting and completing an additional 36 policies and procedures. CDA management indicated additional policies and procedures will be drafted and placed into operation as the need is determined. Additional resources have been committed by the City to assist the CDA in completing those policies and procedures. We recommend those efforts be continued. (Subsequent to the end of our fieldwork the CDA requested and obtained CDA Board approval for 45 of the formal policies completed as of that date.)

*The CDA established a formal quality assurance function for medical and fire services calls.*

Quality Assurance: In accordance with industry standards, the CDA established a quality assurance (QA) function to review the performance of CDA call takers in regard to answering and processing emergency calls. Performance goals were established against which QA review results are measured and the results are used to assist call takers improve their performance. Results to date show the CDA's overall goals are being met with some improved performance since the CDA first started operations. However, we determined the following:

*The CDA plans to address all categories of law enforcement calls as part of the quality assurance process.*

*The quality assurance process should be expanded to other areas.*

*The CDA is taking actions based on the results of quality assurance review results.*

*CDA call takers and dispatchers must complete 232 training hours and become State certified.*

- To date, the QA function has only been applied to calls for medical and fire services and to law enforcement calls involving missing children. Calls for law enforcement services not involving missing children have not been reviewed as the application used for the QA process relies on information from a triage software which is currently not used for law enforcement calls (i.e., manual process used for those calls). A new triage application was recently implemented, as planned by the CDA since its inception, to allow for processing (triaging) law enforcement calls as well as calls for medical and fires services. The use of that new application to process (triage) all calls is planned for the first quarter of calendar year 2015. At that point, the CDA intends to expand the QA process to include all categories of law enforcement calls. As calls for law enforcement services represent a significant portion of total emergency calls received by the CDA, we recommend the CDA start reviewing those calls as soon as possible.
- The QA process did not include a formal evaluation of the dispatch function. Given that the CDA is a new agency with new systems and procedures, consideration should be given to expanding the QA process to address the work of dispatchers. Similarly, consideration should be given to expanding that process to review the reasonableness of time taken by call takers and dispatchers to process and dispatch calls.
- As stated above, QA review results for calls for medical and fire services show the CDA is meeting overall performance goals. In regard to individual categories reviewed and graded, the results show the most significant need for better performance was in regard to “case entry” and providing “pre-arrival instructions” for medical calls. Efforts to improve performance in those categories should be continued.

Training and Certification: Before individuals work as a call taker or dispatcher in a public safety dispatch agency, State statute requires the individual to complete 232 hours of training in an approved curriculum and pass a "public safety telecommunicator" examination. Individuals that complete the training and pass the examination are certified by the Florida Department of Health (FDOH) as public safety telecommunicators. The

CDA developed an internal training program that has been approved by the State as meeting the curriculum requirements for the 232-hour program.

In addition to requiring call takers and dispatchers to complete the required training and obtain the FDOH public safety telecommunicator certification, the CDA requires call takers and dispatchers to obtain eight additional certifications applicable to the public safety telecommunicator function. Some of those other certifications are provided through the International Academies for Emergency Dispatchers (IAED) and other industry organizations. Areas addressed by those certifications include dispatching for medical, fire, and law enforcement services; hazardous materials; cardiopulmonary resuscitation or CPR; and missing children.

*In addition to the State certification, the CDA required call takers and dispatchers to obtain and maintain additional certifications.*

Another one of the required certifications allows the call taker or dispatcher to access secured information available through Florida Department of Law Enforcement (FDLE) databases, which can be useful when law enforcement officers responding to an incident request a dispatcher to provide information on a subject or vehicle at the incident. Other non-required specialty certifications are available and may also be obtained, including certification by the Association of Public Safety Communication Officials (APCO) in training of public safety agency telecommunicators. To remain certified, many of the certifying agencies, including the FDOH, require periodic continuing education.

*We identified a few CDA staff that were not currently certified in all required areas.*

We determined current and former CDA call takers and dispatchers, for the most part, completed required training, had all required certifications, and were completing required continuing education. However, we identified areas for which improvements are needed as explained in the following:

- We determined one of the 90 current employees working as a call taker or dispatcher at the CDA was not currently certified as a public safety telecommunicator as required by State statute and the CDA. In response to that determination, CDA management stopped that employee from working as a call taker or dispatcher until the employee became re-certified by the FDOH.

*The CDA did not have an adequate tracking and monitoring system to ensure certain required certifications were maintained by staff.*

- We determined four of the 90 current call takers/dispatchers did not have certifications granting them access to the FDLE databases used to provide information requested and needed by service units (e.g., law enforcement) responding to an incident. As a result, in the event one of those employees was requested to provide such information while working as a dispatcher, he/she would have to request another call taker or dispatcher to access the FDLE database and relay the information, thereby delaying provision of the requested information to the applicable responding unit. In response to this determination, three of the applicable employees renewed their certification. The fourth employee no longer works at the CDA.
- The CDA did not provide records demonstrating five current and six former employees working as call takers or dispatchers had 15 required certifications. Without those records the CDA was unable to demonstrate those employees were trained and qualified in accordance with CDA requirements.

We determined the above instances were attributable, at least in part, to the lack of an adequate tracking and monitoring system to ensure certain required certifications were maintained by CDA call takers and dispatchers. (Some certifications were adequately tracked while others were not.) We recommend CDA management establish appropriate records and processes to track and monitor the status of all required certifications for CDA call takers and dispatchers.

Staffing: Based on a survey of other public dispatch agencies, we found the CDA pays a comparable starting salary to call takers and dispatchers. (Note: It was not practicable for our survey to address potential differences between the workloads and responsibilities of the CDA positions and those of the surveyed agencies.). Our analysis showed current staff is reasonably experienced. However, current staff is working significant overtime to ensure the CDA is adequately staffed because of vacancies that are attributable, in part, to relatively high turnover in the telecommunicator positions. Significant overtime has the potential to increase stress and fatigue, which in turn, increases the risk of mistakes in the call taking and dispatch functions. We recommend the CDA conduct exit interviews with terminating employees and take appropriate actions based on useful

*CDA staff worked significant overtime due, in part, to high turnover rates and resulting vacancies.*

information obtained through those interviews. Ongoing recruitment efforts to reduce the number of vacancies should be continued. (See pages 102 through 132 of this report for details pertaining to this audit objective.)

*Adequate information was not available to allow a determination as to whether critical information was provided to responding units for incidents involving premises with officer safety warnings.*

**Audit Objective No. 6 - Identify and evaluate the CDA process for informing responding (service) units of pertinent information regarding the locations (premises) to which they have been dispatched:** One attribute available in the CDA's CAD system allows critical information applicable to a specific premises (address/location) to be recorded ("flagged") within the system as a premises hazard. Information recorded varies, but includes, for example, (1) details that responding units should be made aware of for safety purposes (e.g., threatening or dangerous individual residing at the premises or hazardous materials located at the premises), (2) access codes for locked entrances, and (3) codes to allow alarms to be turned off. Premises hazards are categorized into type. For example, those potentially impacting the responding units' safety are shown as "Officer Safety" warnings or "Hazardous Materials" warnings.

*Corrective measures are planned and being taken regarding premises hazards.*

The CDA did not have an adequate method/process or maintain adequate records to determine whether established protocol has been followed by call takers and dispatchers with respect to reporting critical information to responding units for incidents where there was an officer safety or other pertinent premises hazard recorded in the CAD system. Management indicated some of the premises hazard information may be outdated and should either be updated or removed from the CAD system. Corrective actions are being taken to ensure premises hazard information is current, the hazards are opened by dispatchers, and the relevant hazard information is provided to responding units. We recommend those actions be completed. In addition, we recommend the CDA establish a method/process to track whether established protocol has been followed regarding reporting critical information to responding units for incidents. (See pages 132 through 136 of this report for details pertaining to this audit objective.)

*Response times were calculated for the 13-month period October 1, 2013, through October 31, 2014.*

**Audit Objective No. 7 - Determine "response times" relating to emergency calls processed by the CDA and compare those times to that of other jurisdictions:** Using CDA system data, we calculated responses times

for the different components that comprise the response process. Our calculations were for the thirteen-month period October 1, 2013, through October 31, 2014. We made adjustments in our calculations for abnormalities that were explained by knowledgeable staff. Our calculated response times are shown in the following table.

<b>Average CDA and Service Unit Response Times</b>				
<b>October 1, 2013 through October 31, 2014</b>				
	<b>Emergency Medical Services</b>	<b>Tallahassee Fire Department</b>	<b>Leon County Sheriff's Office</b>	<b>Tallahassee Police Department</b>
<b>Number of Incidents</b>	<b>13,027</b>	<b>2,156</b>	<b>2,952</b>	<b>6,408</b>
Component #1- Start to Pre-alert (1)	01:10	01:15	01:40	01:36
Component #2 – Pre-alert to Dispatch	00:41	00:34	01:49	01:42
Component #3 – Dispatch to On Scene	08:25	06:40	06:13	05:17
Response Time #1 – Start to Dispatch	01:51	01:49	03:29	03:18
Response Time #2 – Pre-alert to On Scene	09:06	07:14	08:02	06:59
Response Time #3 – Start to On Scene	10:16	08:29	09:42	08:35
Note (1): Pre-alert represents that point at which the call taker notified the dispatcher of the incident such that a service unit can be dispatched to the scene of the incident.				

We also gathered available information concerning response times for public dispatch agencies in other jurisdictions. However, because of the variations in methods and systems used in determining response times, we determined it was not possible to draw any conclusions based on comparisons of the CDA's response times to the times reported by other jurisdictions. (See pages 136 through 145 of this report for details pertaining to this audit objective.)

*Appropriate actions should be taken to ensure a reliable and adequate CAD system and to complete the new TPD Records System.*

**Audit Recommendations:** The owners on behalf of the CDA need to ensure technical issues impacting the efficiency and effectiveness of CDA operations are addressed and resolved. Appropriate actions should be taken, including consideration of discarding the current CAD system and obtaining a replacement system in the event technical issues are not resolved such that system performance is satisfactory. For future system implementations, consideration should be given to hiring a qualified third-

*Appropriate terms and conditions should be included in future contracts.*

party consultant to help ensure proper implementation, including the conduct of adequate system testing based on expected activity levels and data volumes. Additionally, for future system implementations, risk analyses should be enhanced and competitive procurement methods applied when appropriate based on those enhance analyses.

*Efforts should be enhanced to ensure proper and correct payments for maintenance fees.*

Efforts need to be made by the City and Motorola to complete implementation of the new Records System at TPD. As a result of the significant delays in completing implementation of that system, the City should consider seeking reimbursement from Motorola for the financial consequences suffered by TPD due to those delays.

*Improvements need to continue regarding CDA policies, procedures, and processes.*

For future similar system projects, the City and owners should ensure contractual terms and condition are (1) adequate and appropriate to protect the public's best interest, (2) followed, and (3) applied when appropriate. Efforts should be enhanced to ensure payments for maintenance services are correct and in accordance with governing contractual provisions. Change orders should be executed in accordance with applicable policies and good business practices.

*Efforts should be continued to attract and retain trained call takers and dispatchers.*

The CDA needs to continue efforts to complete development and implementation of formal policies and procedures. The CDA should also continue with efforts to apply the quality assurance function to all categories of calls for law enforcement services. The CDA should expand the quality assurance function to address the dispatching function and the time taken by call takers and dispatchers to process and dispatch calls. Efforts should be continued to improve call taker performance when such a need is indicated by the results of the quality assurance reviews. CDA management needs to improve records and methods to ensure all call takers and dispatchers are certified as required by State statute and CDA policy.

*Planned corrective measures should be completed for ensuring critical information contained in premises hazards is communicated to responding units.*

As part of the process to attract and retain trained telecommunicators, we recommend the CDA conduct exit interviews with terminating employees and take appropriate actions based on useful information obtained through those interviews. Ongoing recruitment efforts to reduce the number of vacancies should be continued.

We recommend the CDA complete the corrective measures planned and being taken to ensure critical information is provided to responding units for those incidents involving locations that have been flagged with



premises hazards. Additionally, the CDA should establish a method/process to track whether established protocol has been followed regarding reporting critical information to responding units for incidents.

The CDA should enhance the process for calculating and determining response times to provide additional information that would be useful for management oversight purposes. Information obtained through those enhancements should be used by CDA and responding agency management in determining and evaluating performance and in identifying areas where improvements should be made.

*The CDA should consider enhancing its process for determining response times to provide additional information that would be useful for management oversight purposes.*

We would like to thank staff at the CDA, the City ISS Department, TPD, the Tallahassee Fire Department, the Leon County EMS, and the Leon County Sheriff's Office for their assistance and cooperation during this audit.

**Auditor Comment.** Regarding the CDA, that agency began operations in September 2013, following years of planning by owner staff and officials, the construction of a centralized facility, the installation of what was believed to be an upgrade of a computer system that had been successfully used at TPD for years, and the employment of experienced call takers and dispatchers transferred to the CDA from TPD and the Sheriff's Office. Based on those circumstances, a decision was made that the CDA was ready for operations. In hindsight, one could conclude that a delay in the commencement of CDA operations may have been more appropriate. While it was unclear as to whether a delay would have eliminated some or all of the operational issues described in subsequent pages of this report, a delay would have provided additional time and opportunities for testing the CDA's new technology, the hiring of a permanent director, the establishment of formal CDA policies and procedures, and the training of CDA staff in the application of the policies and procedures. Regardless of whether a delay was or was not more appropriate, the issues and concerns addressed in this audit are correctable and are being addressed, and owner agency and CDA leadership are making appropriate changes to ensure Leon County area citizens will be provided with an enhanced emergency dispatch function.

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# *Audit of the Tallahassee-Leon County Consolidated Dispatch Agency and Related Motorola Contracts*



T. Bert Fletcher, CPA, CGMA  
City Auditor

*Report #1505*

*March 16, 2015*

## *Scope, Objectives, and Methodology*

*The overall purpose of this audit was to address concerns regarding CDA performance in receiving and processing emergency calls.*

*Concerns were expressed regarding technology and contracts executed to implement that technology.*

*An ancillary purpose of the audit was to determine the impact technology issues at the CDA had on the implementation of a new Records System at the TPD.*

The Office of the City Auditor is an independent appraisal activity within the City organization for the review of operations as a service to management. Accordingly, we periodically respond to requests from the City Commission to independently review processes and procedures and performance and financial activity relative to City-funded programs and functions.

This audit of the recently created Tallahassee-Leon County Consolidated Dispatch Agency (CDA) and related Motorola contracts was conducted as requested by a City commissioner with subsequent approval by the CDA Board (comprised of the City Manager, Leon County Administrator, and Leon County Sheriff). Prior to the initiation of this audit, the City Auditor obtained from the Mayor, other City commissioners, the Leon County Administrator, and the Leon County Sheriff their concurrence with the overall scope and objectives of the audit.

The overall purpose of this audit was to address concerns regarding the performance of the CDA in receiving and processing emergency calls, including the dispatching of appropriate service units (fire, law enforcement, and medical) to address incidents associated with those calls. Some of those concerns related to the performance of technology [the Computer Aided Dispatch and Mobile System (CAD system)] recently implemented to assist the CDA in providing services and to the contracts executed for implementation of that technology. Other concerns related to the performance of CDA staff.

An ancillary purpose of the audit was to determine the impact technology issues experienced at the CDA had on the City's project to implement a new Records System at the Tallahassee Police Department. The Records System is to replace an existing TPD system and will be used to support

TPD case reporting and management, research, administration, and reporting.

To address those concerns we established the following audit objectives:

1. Identify and evaluate the technology issues that have adversely impacted the CDA's ability to efficiently and effectively receive and process emergency calls and dispatch service units based on those calls, and identify actions taken to resolve those issues.
2. Determine the impact technology issues pertaining to the new Computer Aided Dispatch and Mobile System (CAD system) have on the implementation of the new Records System at the Tallahassee Police Department (TPD).
3. Identify and evaluate the contracts with a third-party vendor (Motorola, Inc.) to implement the new CAD system at the CDA and implement the new Records System at TPD. Included as part of this objective was a determination of contract compliance with terms regarding deliverables and payments for services, as well as a determination of the adequacy of certain contractual terms and conditions.
4. Determine if payments for maintenance and support for the various Motorola systems used by the City and the CDA were proper, reasonable, and in accordance with governing contractual provisions.
5. Identify and evaluate the policies and procedures, quality assurance and training processes, and staffing of the CDA.
6. Identify and evaluate the CDA process for informing responding (service) units of pertinent information regarding the locations (premises) to which they have been dispatched.
7. Determine "response times" relating to emergency calls processed by the CDA and compare those times to that of other jurisdictions.

*Seven specific audit objectives were established to address the concerns.*

*The scope of the audit included activity of the CDA since it cutover to a new CAD system in September 2013 and activity relating to two Motorola contracts executed in 2010 for the CAD system and a new TPD Records System.*

The scope of this audit included activity of the CDA since it cutover to the new Motorola CAD system in September 2013 through October 2014 (fourteen months). Certain activities occurring after that period through the end of our audit fieldwork in early December 2014 were also addressed by

this audit. The scope also included activity relating to the contracts with Motorola, Inc., (Motorola) for the implementation of the new CAD system and the new TPD Records System. Those contracts were executed in December 2010.

We performed various audit procedures to achieve our objectives, including:

*We performed various audit procedures to achieve our objectives.*

#### General

- Identifying, researching, and reviewing:
  - Industry material on public safety emergency dispatch operations.
  - Inter-local agreements between the City and Leon County that established and/or impact the CDA.
  - Pertinent media articles addressing recent events at the CDA.
- Gaining an understanding of:
  - The call taking and dispatch functions at the CDA.
  - The technology and systems used by the CDA.

#### Technology Issues

- Meeting with staff from the CDA, the City's Information System Services (ISS) Department, and the Leon County Sheriff's Office, as well as Motorola representatives, to:
  - Identify system (CAD and other computer systems) events that have adversely impacted the CDA's ability to efficiently and effectively receive and process emergency calls.
  - Determine the causes, or likely causes, of those events.
  - Determine what actions have been or are being taken to preclude future adverse events.
- Surveying other jurisdictions (public safety dispatch operations) that have implemented the same CAD system as the CDA to determine their experiences for comparison purposes.

*We met with staff from the CDA, City, Sheriff's Office, and Motorola as part of determining technology issues and their impacts and current statuses; we also surveyed other dispatch centers to determine their experiences with similar systems used by the CDA.*

*(NOTE: Our audit did not include technical testing of the hardware and software installed for the new Motorola CAD and Records Systems. Our audit evaluations of those systems were completed with*

*the assistance of knowledgeable owner staff and, for the CAD System, knowledgeable Motorola staff.)*

#### TPD Records System

- Meeting with staff in the City's ISS Department and TPD to determine the status of efforts to implement the new TPD Records System and the underlying reasons for delays in completing that implementation.
- Determining the financial impacts to the City as a result of delays in implementation of the new TPD Records System.

*We determined the reasons for delays in completing the new TPD Records System and the financial impacts of those delays.*

#### Motorola Contracts

- Reviewing the two contracts with Motorola for implementation of the new CAD system at the CDA and the new Records System at TPD. For each of those contracts our procedures included:
  - Identifying contract deliverables and determining if required deliverables were received.
  - Identifying payments made to Motorola based on those contracts and determining whether those payments were proper, correct, and in accordance with governing contractual provisions.
  - Determining if certain contractual terms and conditions were reasonable, appropriate, and in the best interest of the applicable entities (i.e., the CDA, City, Leon County, and the Sheriff's Office).
  - Identifying and reviewing change orders to determine if they were reasonable, justified, and properly approved and executed.

*We reviewed contracts with Motorola regarding contract deliverables and payments, adequacy of terms and conditions, and change orders.*

#### Maintenance Payments

- Identifying and reviewing payments made by the City to Motorola for maintenance and support of various Motorola systems used by the City and the CDA to determine if they were proper, reasonable, and in accordance with governing contractual provisions.

*We reviewed payments to Motorola for maintenance and support of various Motorola systems implemented at the CDA and City.*

#### CDA Policies and Procedures

- Determining what formal policies and procedures had been established and implemented by the CDA and whether those policies and procedures were in accordance with industry standards.

Quality Assurance

- Identifying and evaluating the CDA's process for monitoring on an ongoing basis the actions and decisions of call takers, including the actions taken by the CDA in response to the results of that process.

Training Processes

- Determining what training and certifications were required of CDA call takers and dispatchers.
- Determining if the required training appeared adequate and appropriate.
- Determining if CDA staff received the required training and obtained the required certifications.

Staffing

- Determining the current staffing level of the CDA for call takers and dispatchers.
- Determining the level of experience of CDA call takers and dispatchers.
- Determining staff turnover since the inception of the CDA in the summer of 2013 and comparing that turnover to turnover rates for public safety dispatch agencies in other jurisdictions.
- Determining the starting salary for the CDA call takers and dispatchers and comparing that starting salary to the starting salaries for public safety dispatch agencies in other jurisdictions.
- Determining the hours worked (including overtime) by CDA call takers and dispatchers.

Premises information

- Determining and evaluating the process by which service (responding) units dispatched to incidents are made aware of pertinent information relating to the location to which they are dispatched.
- With the assistance of City and Leon County Sheriff's Office technical staff, determining the extent to which responding units have been made aware of pertinent information relating to the locations (premises) to which they were dispatched.

*We reviewed CDA policies and procedures, quality assurance and training processes, and staffing.*

*We reviewed the processes for notifying responding units of pertinent information relating to the locations to which they are dispatched.*

*We calculated CDA response times and compared those times to other public safety agencies.*

### Response Times

- With the assistance of City and Leon County Sheriff's Office technical staff, obtaining historical data from the CAD and 911 phone systems and calculating times for:
  - Answering 911 calls.
  - Processing of calls by call takers and dispatchers.
  - Responding to the related incidents (i.e., by responding units).
- Comparing the calculated times as described above to times of other public safety dispatch agencies.

We conducted this audit in accordance with the International Standards for the Professional Practice of Internal Auditing and Generally Accepted Government Auditing Standards. Those standards require we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

## **Background**

*The Tallahassee-Leon County CDA was created through inter-local agreements for the purpose of providing citizens a more efficient and effective emergency response process.*

*Each participating owner agency was delegated specific support responsibilities through the inter-local agreements.*

## **General Overview**

Prior to the creation of the Tallahassee-Leon County Consolidated Dispatch Agency in 2013, there were two separate public safety dispatch operations available to the citizens of Tallahassee and Leon County. The Leon County Sheriff's Office operated a dispatch center for law enforcement (Sheriff Deputies) and emergency medical services. The City of Tallahassee Police Department (TPD) operated a dispatch center for law enforcement (police officers) and fire services. In September 2006, for the purpose of providing citizens a more efficient and effective emergency response process, the City of Tallahassee, Leon County, and the Leon County Sheriff's Office entered into a Memorandum of Agreement for the eventual consolidation of public safety communications.

As a result, the Tallahassee-Leon County Consolidated Dispatch Agency (CDA) was created in April 2013 pursuant to a May 2012 inter-local agreement (agreement) between the City, County, and Sheriff's Office. The CDA operates under that initial agreement and subsequent agreements executed by the three entities. Under those agreements, the responsibilities



of each entity were established. Those responsibilities included the following:

- Leon County (County) will provide support for the CDA's telephone system.
- The Leon County Sheriff's Office (Sheriff's Office) will provide support for the emergency 911 system.
- The City of Tallahassee (City) will provide support for the CDA's computer hardware and software for the Computer Aided Dispatch (CAD) system and related systems, to include installation, maintenance, training, and management.
- The City and the County will provide support for the Geographical Information System (GIS) used by the CDA.

*The CDA governing board is comprised of the Sheriff, County Administrator, and City Manager.*

The May 2012 agreement provided for the creation of a governing board and empowered the Board to hire (and terminate) a Director, adopt a budget, and oversee the CDA. The CDA Board is comprised of the Sheriff, County Administrator, and City Manager. The May 2012 agreement also created a Management Committee to make recommendations for the hiring of the CDA Director and to monitor and review overall operations of the CDA. The Management Committee is comprised of the TPD Police Chief, TFD Fire Chief, County EMS Chief, and a Sheriff's appointee.

*A Management Committee was established to monitor and oversee CDA operations and to recommend the hiring of a CDA Director.*

Funds to operate the CDA are appropriated by the City, County, and Sheriff's Office pursuant to the May 2012 agreement and a subsequent May 2013 agreement. Specifically, funding for operating costs other than the radio system are to be allocated between the City and Leon County (including the Sheriff's Office) based on the relative percentages of the County population that live inside and outside the City's corporate limits. Operating costs of the radio system are to be allocated among the respective entities based on the proportionate share of radios used by each of the entities. Funding of the CDA for fiscal year 2014 totaled \$7,401,350. Of that total, the City provided \$4,481,528 (61%) and the County and Sheriff's Office provided \$2,325,341 (31%). The remaining funds in the amount of \$594,481 (8%) were transferred in from the City's Fire Services Fee Operating Fund and the County EMS agency. The primary costs of the CDA are for staffing and technology.

*Funding for the CDA is appropriated and shared by the City and County/Sheriff's Office; FY 2014 funding totaled \$7.4 million which was primarily for staffing and technology.*

The CDA is to be staffed by 100 permanent positions, including 85 telecommunicators (who serve as call takers and dispatchers and provide quality assurance services), 15 supervisors responsible for direct oversight and training of telecommunicators, one quality assurance coordinator, one training coordinator, one administrative staff, and three management staff. Temporary staff are hired as needed to supplement the work performed by the permanent employees.

The CDA operates in the Tallahassee-Leon County Public Safety Complex which was completed and opened in July 2013. In addition to the CDA, the Public Safety Complex houses the County Emergency Medical Services (EMS), City Fire Department Administration, the City Regional Transportation Center, and the County Emergency Operations Center.

The CDA's first Director was hired by the CDA Board and started work in February 2014; several months after the CDA began operations. Prior to the hiring of the Director of the CDA, the CDA was managed by two interim co-Directors appointed by the CDA Board, one from the Leon County Sheriff's Office and one from TPD. The CDA is continuously in operation, seven days a week and 24 hours a day, including holidays.

*The current CDA Director was hired in February 2014; several months after the CDA began operations.*

### **Enhanced Dispatch Process**

The CDA provides area citizens with significantly enhanced dispatch services compared to the previous separate dispatch operations that were performed independently by the Tallahassee Police Department (TPD) and Leon County Sheriff's Office. The primary benefit to the public under the CDA is that an emergency call for assistance is now received, processed, and dispatched to all appropriate responding agencies (TPD, Tallahassee Fire Department, Sheriff's Office, and EMS Agency) in a single coordinated process; as opposed to past practices in which emergency calls were often transferred (sometimes several times) between the separate dispatch agencies, with each dispatch agency sometimes dispatching responding units to the same incident in separate processes. Specific benefits resulting from the establishment of the CDA include:

- The first person answering an emergency call can provide assistance as there is no need to transfer the call to a different dispatch agency.

*The CDA provides area citizens with significantly enhanced dispatch operations when compared to the former processes and operations.*

- There is a single “computer aided dispatch (CAD) system” that all responding agencies utilize instead of separate systems, resulting in a more coordinated and effective response effort through facilitated sharing of information and communications. The single CAD system also allows for more efficient technological support of the infrastructure necessary to operate a dispatch agency such as the emergency 911 system, geographical information systems (GIS), paging system (e.g., fire station alarms), and radio system.
- Locating all call takers and dispatchers for all responding agencies in a single room enhances the ability of staff and supervisors to coordinate the response process and increases the level of situational awareness.
- There is one set of radio channels that are utilized by all responding agencies thereby facilitating communications and helping ensure the “closest” available units respond to an incident.

Ultimately, these benefits facilitate shorter and more appropriate responses to emergency incidents.

## **CDA Operations**

*The call taking and dispatch functions were included in the scope of this audit; those functions are performed by trained telecommunicators.*

**Overview:** For purposes of this audit, we categorized the emergency response process into three categories including call taking, dispatching, and response. The call taking and dispatch functions are performed by trained telecommunicators (an industry term) who are employees of and located at the CDA. The response function is performed by the agencies to which emergency calls are dispatched and include the Sheriff’s Office, the Tallahassee Police Department (TPD), the Tallahassee Fire Department, and Leon County Emergency Medical Services (EMS). While the call taking and dispatch functions were included in the scope of this audit, the process and procedures regarding how the different agencies respond to incidents following dispatch by the CDA were not included, as those agencies (the Fire Department, the Sheriff’s Office, TPD, and EMS) govern that process and not the CDA.

*There are typically six to eight call takers on duty at any point in time.*

**Call Taking Process:** Telecommunicators assigned to the call taking function work at 12 work stations established and designated specifically for that function. On a typical 12-hour shift there are from six to eight telecommunicators working as call takers. The number on duty varies

between day and night shifts and with the number of supervisory staff on duty.

*Emergency calls come in through both the emergency 911 phone system and administrative phone lines.*

Calls come into the CDA through the 911 emergency (911) phone system and through the separate non-emergency (or administrative) phone system. Both 911 and administrative incoming calls go into a system queue and can be answered by any on-duty call taker. The first available call taker (e.g., not on another call) answers each call as it comes in, with priority given to calls coming in through the 911 system. Calls are automatically answered in the order in which they come in. Several tools are used to facilitate the timely answering of calls, including:

- Audible rings, with 911 calls having a more profound and unique ring so as to easily distinguish them from calls coming in through the administrative phone system.
- Incoming calls are displayed by source on one of five monitors located at each workstation.
- Incoming calls are displayed by source on each of several large screen monitors strategically located throughout the room in which the call takers are located.

*Various monitors, screens, and other technology are available to assist in the call taking process.*

Both the workstation monitors and large screen monitors show at any point in time the number of incoming calls by type waiting to be answered and the wait time accrued (in seconds) for the oldest call. Those monitors also show the number of call takers available to take incoming calls and the number of call takers currently processing a call (i.e., and not available to take another call until processing of the applicable call is complete).

Multiple trunked lines are dedicated to both the 911 phone system and the administrative phone system to ensure each caller gets through immediately to the CDA. While priority is given to answering calls coming in through the 911 system, call takers also answer calls through the administrative system as soon as possible, as emergency calls often come in through those lines.

*Most emergency calls requesting assistance come in through the administrative phone lines.*

During the eleven-month period November 2013 through September 2014, CDA call takers answered 412,755 calls, of which 152,543 came in through the 911 system and 260,212 came in through the administrative system. Many calls through the administrative system represent instances where (1)

TPD or the Sheriff's Office call the CDA to request they dispatch a unit to respond to an incident reported directly to them instead of the CDA, (2) other agencies such as the FSU or FAMU police departments call the CDA requesting a unit (from TPD for example) be dispatched for assistance, or (3) an alarm company calls to request a unit be dispatched based on alarm going off at a residence or business or as a result of a medical bracelet/necklace going off. Other calls on the administrative system are administrative in nature (individual requesting information only) and do not result in a responding unit being dispatched.

*During the eleven-month period November 2013 through September 2014, 169,611 incidents were created in the CAD system based on 412,755 phone calls.*

Those 412,755 calls resulted in the creation of 169,611 incidents in the CAD system for which a responding unit was dispatched and responded to the incident. As noted, many calls do not result in creation of an incident, especially calls on the administrative line that do not pertain to an emergency. Conversely, a single phone call may result in multiple incidents within the CAD system, as a separate incident is created within that system for each agency assigned to respond to the situation (e.g., if TPD, the Fire Department, and EMS each respond to a call, there will be three incidents recorded in the CAD system). For the 169,611 incidents, 38,751 resulted from calls through the 911 system and 130,860 resulted from calls through the administrative system.

*Whenever technically possible, the phone number and location of the caller is automatically captured by the 911 system.*

Calls to the CDA through either the 911 or administrative system may be made from traditional landlines, cellular (cell) phones, or VoIP (Voice over Internet Protocol) phones. The 911 system is programmed to automatically capture the phone number and address of incoming calls whenever technically possible. That information should always be captured for traditional landline calls. For those cell phone calls where there is an adequate connection between the caller and the cellular tower processing and relaying the call, the system is capable of capturing the phone number and caller location within 150 feet. However, for cell phone calls where the cellular tower connection is not adequate, the location of the caller cannot be determined (only the tower location is determinable). In regard to calls made through a VoIP phone, the system will capture the number and location to which that phone is registered by the caller and related service company. If the phone is registered correctly, the number and correct location will be captured.

Available to the call taker through the CDA phone system are several applications to facilitate the efficient and effective processing of incoming calls in unique circumstances. Those applications include:

- A “language” application that allows the call taker to immediately access and connect to a remote interpreter thereby allowing the call taker to effectively communicate with a caller that does not speak English.
- A Telecommunication Device for the Deaf (TDD), also known as Text Telephone (TTY), that allows a call taker to communicate with a caller, that is deaf or hearing impaired, through typed messages (caller must also have such a device on his/her phone for this process to work).
- A “members menu” that allows the call taker to immediately connect a caller to another jurisdiction as appropriate (e.g., FSU Police Department or dispatch agencies in surrounding counties).

*Information captured by the 911 system is transferred into the CAD system; information received through administrative calls is entered into the CAD system by the call takers.*

All calls are to be recorded and can be replayed, such as if a caller is hysterical or intoxicated and the call taker needs to repeat the call in an attempt to better understand what the caller said or to listen for background noise for clues as to what happened.

Phone numbers and locations captured by the 911 phone system are transferred automatically into the CDA’s Computer Aided Dispatch (CAD) system. For calls coming in through the administrative system, the phone numbers and locations are typed into the CAD system by the call taker as there is no interface between that phone system and the CAD system.

*Incident information captured by the call takers is submitted to dispatchers through the CAD system.*

Each call taker workstation has a monitor with a CAD system intake screen. For each emergency call, the applicable call taker first asks the caller the address of the incident and the phone number from which the call is being made. For calls made through the administrative phone system the answers are entered into the CAD system. For calls made through the 911 system, the call taker either accepts the information that transferred into the CAD system from the 911 phone system or retypes it if the caller provides more accurate information as to a more appropriate phone number or location description. After obtaining answers to those two initial questions the call taker asks other basic questions (name of caller and/or description of what happened or is happening). Based on answers to those basic

questions, the call taker makes a decision as to the most appropriate incident type and records the corresponding code for that type into the CAD system incident screen. The call taker then submits that information through the CAD system to a dispatcher (i.e., hits “submit”). That initial submission is termed a “pre-alert.”

*Call takers are trained to ask specific questions to classify the incident for dispatch purposes; a special software application is used in that process for certain calls.*

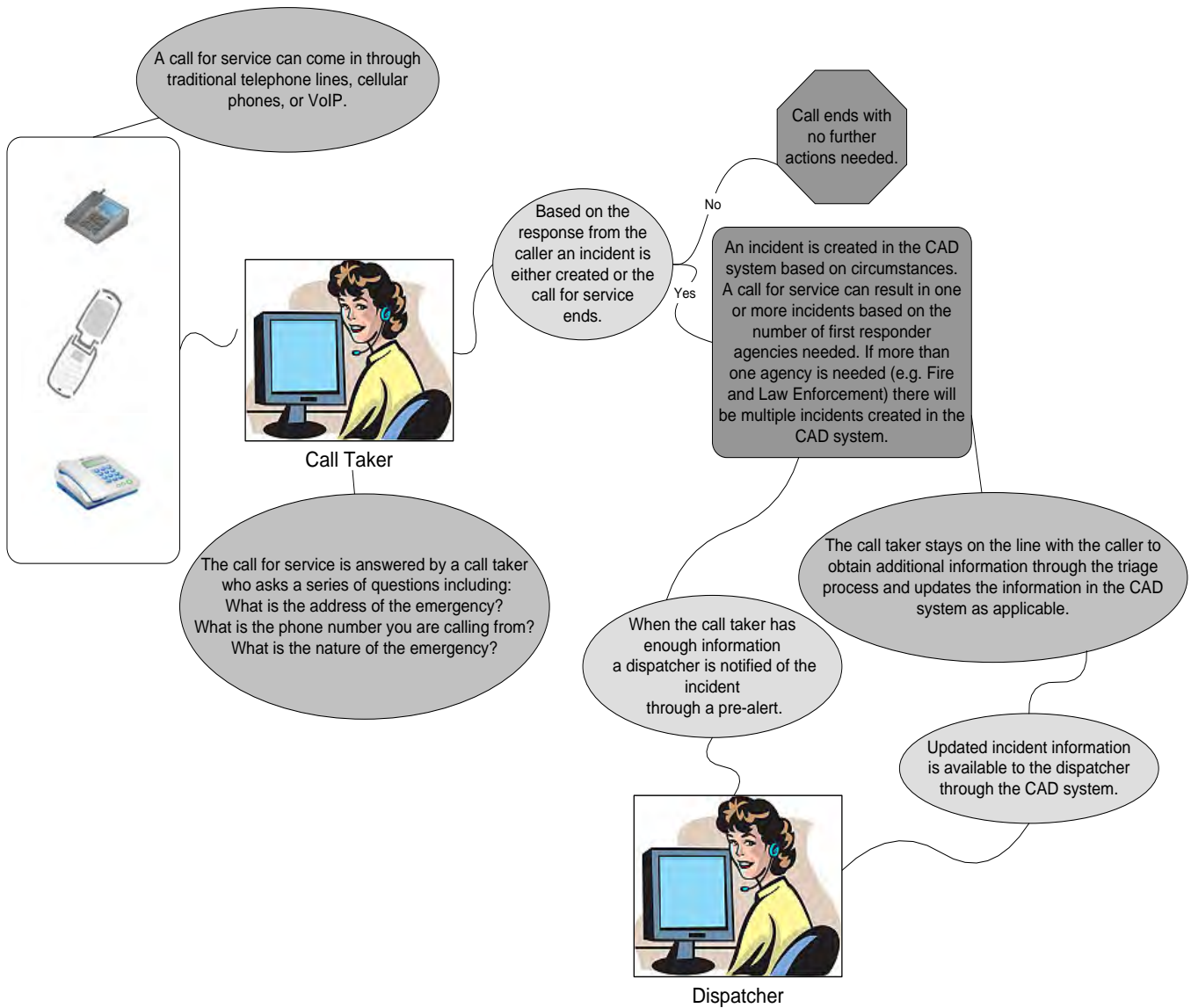
After the pre-alert, the call taker triages the call by asking specific questions of the caller. That process allows the call taker to determine specific facts and circumstances to better prioritize and process the call. Call takers are trained on the questions to ask for each type of call. The questions, and order of questions, are based on industry standards. A software application (ProQA) has been installed to assist the call takers in that process. That application interfaces directly with the CAD system. Based on answers to the triage questions, the incident type will be more specifically defined and updated in the CAD system. That additional information is made available to the dispatchers (and to the responding unit when dispatched) through the CAD system. Currently that software is used only for medical and fire services calls; however, the application has been recently updated for use in law enforcement calls as well.

*Each work station has five computer monitors; with each monitor serving a distinct purpose in facilitating the processing of calls.*

Each call taker workstation has five computer monitors that are easily viewable by the call taker. The first one displays the emergency phone system information as explained previously. The second monitor is the CAD system incident screen used to initiate an incident and record information on the incident. Two more CAD system monitors allow the call taker to identify available responding units and the status of all current incidents. The last monitor is a GIS screen that depicts the current location of responding units. The latter three monitors are primarily for the dispatch function which is addressed in the following section of this report. However, the information on those screen are sometimes beneficial to a call taker. For example, the call taker can use the GIS monitor to better define an incident location, or to inform a caller of the current location of a responding unit dispatched to a call.

The following exhibit provides a description of the call taking process.

### EXHIBIT 1 Call Taking Process





*The dispatch function is segregated into three sections; one each for fire, law enforcement, and EMS.*

**Dispatch Process:** The dispatch function is located in the same large room as the call taking function. The functions are located on different sides of the room but are in close enough proximity such that verbal communications between the staffs can be made when necessary or appropriate. The dispatch function is physically segmented into three sections, one each for fire, law enforcement, and EMS. There are two workstations dedicated to dispatching of Fire Department units; five workstations dedicated to dispatching of Law Enforcement units; and two workstations dedicated to dispatching of EMS units. Under normal operations both Fire workstations and both EMS workstations are staffed with dispatchers, and three of the five law enforcement workstations are staffed with dispatchers. Fire dispatchers only receive dispatch requests (or “pre-alerts” as described above) requiring dispatching of a Fire Department unit; Law Enforcement dispatchers only receive dispatch requests requiring dispatching of law enforcement units (Sheriff’s Office or TPD); and EMS dispatchers only receive dispatch requests for EMS units.

Similar to call takers, each dispatcher works at an assigned workstation designed specifically for the dispatch function. Each workstation has five computer monitors to assist in the dispatch function. An overview of the typical dispatch process is as follows:

*Dispatchers are initially made aware of an incident through “pre-alerts” submitted by call takers; the pre-alerts provide sufficient information to enable the dispatcher to dispatch an appropriate unit.*

Step 1: Pre-alerts are received by the dispatcher from the call takers through the CAD system. As previously described, the pre-alert is basic information regarding an incident obtained by the call taker from the caller. It provides sufficient information such that the dispatcher can identify an appropriate responding unit to dispatch to the scene of the incident. Dispatchers are made aware of a pre-alert two different ways: (1) A unique ping noise on their headsets and (2) one of the five monitors at each workstation shows pre-alerts for which a responding unit has not been dispatched.

Step 2: The first available dispatcher for the type call (Fire, Law Enforcement, or EMS) selects the pending pre-alert (e.g., by double clicking that item on the applicable monitor) and the pre-alert information populates into a CAD system summary incident screen on a different monitor at the workstation. The dispatcher then clicks on a

*For each incident, a responding unit is assigned to respond (“dispatched”) through both the CAD system and the radio system.*

*The status of each responding unit is updated in the CAD system as the unit’s status changes.*

*Multiple monitors and technology are available to each dispatcher to facilitate the dispatching function.*

“dispatch” function key that opens an incident dispatch screen on that same monitor. Based on the basic information recorded in the pre-alert (e.g., incident type and location), the CAD system identifies and recommends the most appropriate available responding unit to respond to that incident. (This is possible as all responding units are included and tracked in the CAD system through interfaces with separate systems, including GIS and the Motorola “mobile system,” which is a component of the overall Motorola CAD system.) The dispatcher can select that unit (or alternatively a different responding unit if appropriate under the circumstances) through a simple keystroke, resulting in the unit automatically being notified through the mobile computers located in vehicles of the assignment to respond.

Step 3: The dispatcher then verbally calls the assigned responding unit through the Motorola radio system to request they respond to the incident and to confirm the responding unit’s receipt of the dispatched assignment through the CAD system. Once the assigned responding units confirms and acknowledges the assignment through radio transmission to the dispatcher, the dispatcher changes the status of the incident in the CAD system to “en route.” Alternatively, the responding units can change the status in the CAD system through the mobile computers installed in their vehicles.

Step 4: After the responding unit notifies the dispatcher it has arrived at the scene of the incident, the dispatcher changes the status of the incident to “Arrived on Scene.” Alternatively, the responding units can change the status in the CAD system through the mobile computers installed in their vehicles.

Step 5: After the incident has been resolved and the responding unit has completed its service, the unit’s status is changed back to “Available” (either by the dispatcher or the responding unit through their mobile computers).

As noted above, there are five monitors at each dispatch workstation. Those five monitors and their purpose/uses are as follows:

- One monitor is used to show pre-alerts pending selection by a dispatcher (described above) and the status of active incidents to which responding units are currently responding (e.g., en route or on scene).

- One monitor is used to track and dispatch a specific incident selected by the dispatcher (described above).
- One monitor is used to show the status of all on duty responding units (e.g., available for response, en route to an incident, arrived on scene, etc.).
- One monitor shows the available radio channels and activity on those channels as to recent transmissions. (Dispatchers can replay those transmissions as necessary.)
- One monitor is a GIS application that allows the dispatcher to view the locations of the incident and responding units.

*Standard processes are modified for unique circumstances.*

The preceding overview is general in nature for purposes of this report. Modifications to the described process are made based on the category of incident (fire, law enforcement, or EMS). Some of the more significant modifications include:

- For fire services calls, the dispatcher selects the most appropriate fire station to respond instead of a specific fire unit (e.g., tanker, ladder truck, etc.). The CAD system interfaces with a separate system that results in the selected fire station being “toned” (i.e., alarm set off) in addition to the information being dispatched through the CAD system to a printer at the Fire station.
- For law enforcement calls, the dispatcher must first determine which agency (Sheriff’s Office or TPD) should respond. The type and location of the incident determines which agency is the most appropriate to dispatch. For example, for a lower priority call (vehicle accident with no injuries) the Sheriff’s Office will generally be selected if the incident location is outside the City’s corporate limits whereas TPD would be selected for such incidents within those limits. For high priority incidents (e.g., ongoing robbery) the closest available law enforcement unit will be dispatched regardless of agency.
- For EMS calls, additional statuses reported for a responding unit in the CAD system include “en route to” or “currently at” a hospital or similar facility.

*For certain incidents more than one agency is dispatched to the scene of the incident.*

Multiagency Dispatches: For certain incident types, more than one agency is dispatched to the incident. The applicable pre-alert created by the call taker for such incidents will go to each of the applicable dispatchers. For example, in a vehicle crash involving injuries, the pre-alert will go to a law enforcement dispatcher, an EMS dispatcher, and a fire services dispatcher. As a result, units from three agencies will be dispatched (law enforcement, EMS, and fire) to that incident.

Incident Priority: Each emergency call is designated a certain priority level based on the type of incident as determined and coded into the CAD system by the call taker. There are five priority levels:

- Priority Level 1 – requires immediate dispatch (violent crime in progress, life threatening situation, etc.).
- Priority Level 2 – requires dispatch within 5 minutes from receipt of call (assaults, hazardous traffic situation, traffic crash without injuries, traffic obstructions, missing persons, etc.).
- Priority Level 3 – non-emergency calls for law enforcement (e.g., vehicle thefts, burglaries not in progress, traffic crashes but no hazards).
- Priority Level 4 – any call that may be referred to a duty officer or on-line reporting service and no responding unit is requested to respond (e.g., called in criminal event but no suspect identified such as a stolen bicycle).
- Priority Level 5 – non-emergency calls handled by the Leon County Sheriff's Bailiff Office.

*Priority levels are established and used to classify incidents; incidents requiring immediate dispatch are classified as a higher priority.*

For lower priority calls (i.e., such as levels 3 or 4), the dispatcher may intentionally delay dispatching the incident to a responding unit, or the dispatched responding unit may intentionally delay their response, to allow for more significant calls to be dispatched and/or worked or to allow for a nearby responding unit to be assigned when they complete their response to another call.

*The CDA has a backup dispatch process in the event the CAD system is temporarily down and not working.*

Backup Dispatch Process: In those events where the CAD system is temporarily shut down for any reason (e.g., system failure), the CDA has a backup process whereby call takers record pertinent information from emergency callers on a white card and deliver the cards to the applicable

dispatcher (as previously stated call takers and dispatchers are located in the same room). The dispatchers use the information recorded on the white cards to dispatch the incident to responding units through the radio system. As the dispatchers do not have information readily available through the CAD system and/or GIS as to the current status or location of applicable responding units in those circumstances, the dispatcher must work from manual tracking aides and memory (i.e., knowledge as to what units are or should be on duty and/or available) and/or broadcast the incident to all units through the radio system and request an appropriate unit to identify itself as responding to the incident.

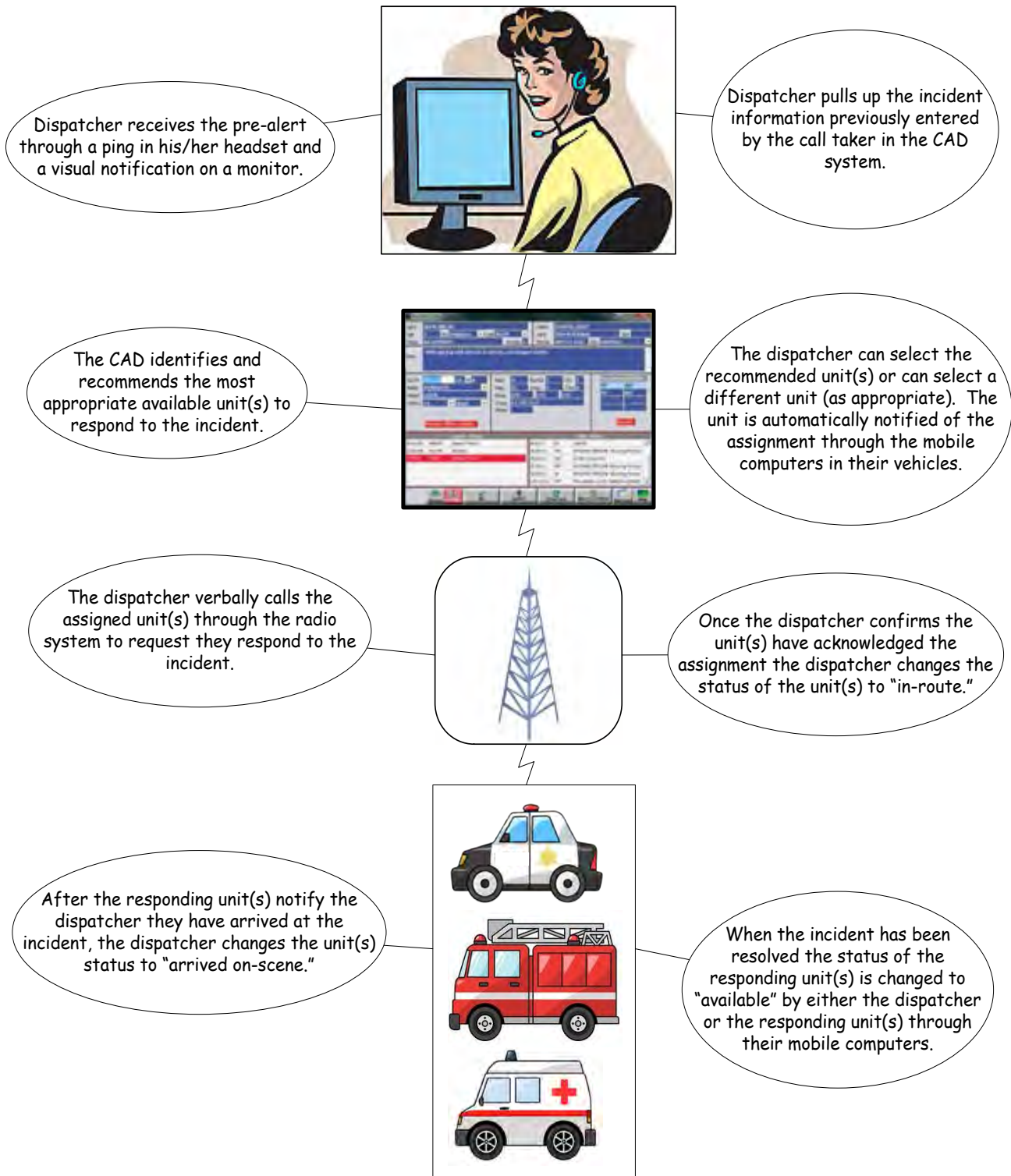
*During a recent eleven-month period, the CDA dispatched 169,611 incidents through the CAD system based on emergency phone calls.*

During the eleven month period November 1, 2013, through September 30, 2014, the CDA dispatched 169,611 incidents in the CAD system for which (1) the incidents were based on calls received by call takers through the emergency or administrative phone systems and (2) the responding agencies were dispatched and responded to the incidents. (NOTE: Incidents can be created in the CAD system and responding units dispatched based on radio transmissions made by field units to CDA dispatchers, such as TPD patrol officers or Sheriff's deputies. As those incidents do not involve CDA call takers, they were not included in the scope of this audit.) For those 169,611 incidents included in the scope of this audit:

- Fire Department units were dispatched 19,114 times.
- Law Enforcement (TPD or Sheriff) units were dispatched 121,629 times.
- EMS units were dispatched 28,868 times.

The following exhibit provides a description of the dispatch process.

### EXHIBIT 2 Dispatch Process



## Technology – Emergency 911 System

*The CDA's emergency 911 system is maintained by the Sheriff's Office.*

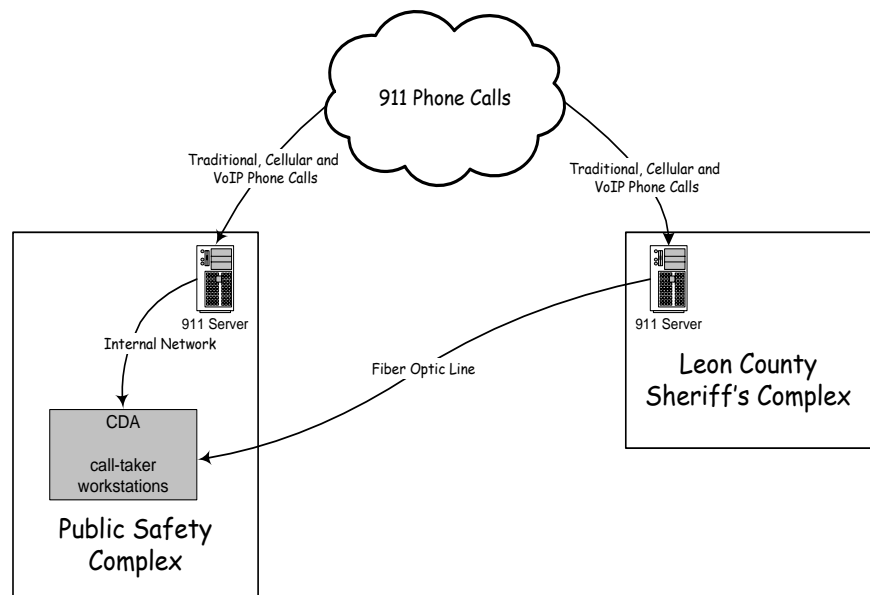
The action that initiates an emergency response is the call from an individual. As is done throughout the country, the CDA uses an emergency 911 system to allow individuals to immediately connect to a call taker at the CDA.

The 911 emergency phone system used by the CDA was acquired by Leon County (on behalf of all owners and the CDA) and installed during the summer of 2013. It was purchased from Cassidian Communications (now Airbus DS Communications) through CenturyLink. It was installed by AK Associates, a contractor of CenturyLink. Leon County has a contract with CenturyLink to maintain that system, and CenturyLink uses AK Associates to provide the maintenance services. Leon County delegated the administration and oversight of that maintenance contract to the Leon County Sheriff's Office, which is responsible pursuant to the governing inter-local agreement for supporting the 911 emergency system.

*System servers located at both the Sheriff's Office Complex and the Public Safety Complex route 911 calls to the CDA.*

Hardware for the 911 emergency system is installed at both the Public Safety Complex where the CDA is located and the Sheriff's Office Complex. Each location has a server to receive emergency calls. Calls received at either of the two servers are routed to the CDA. The server at the Sheriff's Office Complex routes calls to the CDA through connecting network lines. The following exhibit provides a description of how the emergency 911 system works.

### EXHIBIT 3 911 System



## Technology - Implementation of New CAD and Mobile System for the CDA

*Computer Aided Dispatch (CAD) systems are now commonly used in addition to two-way radio systems to facilitate the emergency dispatch function.*

**Overview:** Technology has allowed the public safety dispatch functions throughout the country to advance to the stage whereby computer systems and applications are now used to enhance the emergency dispatch process. Specifically, public safety agencies now use Computer Aided Dispatch (CAD) systems in addition to two-way radio systems to process emergency calls and to dispatch responding units to the related incidents. A critical component of an overall CAD system is an application that allows mobile computers installed in responding unit vehicles (patrol cars, fire trucks, ambulances, etc.) to interact with the CAD system.

Prior to the creation of the CDA, the Leon County Sheriff's Office and City of Tallahassee each used their own separate CAD systems to process calls and dispatch units. For law enforcement dispatch, the Sheriff's Office used the "Mike Lawrence CAD system" (an older CAD system) and the "InterAct MobileCop system" (mobile component). For EMS dispatch, the Sheriff's Office used the "Zoll RescueNet CAD system" (a mobile component was not used for EMS). The City used the Premier CAD system and Premier MDC system (mobile component), which are products of Motorola, Inc. Both the City and Sheriff's Office dispatch centers used a Motorola radio system in conjunction with their CAD systems.

*The owners contracted with Motorola in December 2010 to acquire a new CAD system and necessary radio equipment for the CDA.*

Upon the decision to consolidate the City and Sheriff's Office dispatch functions (see page 26 of this report) and based on a consultant's study and recommendation, the three applicable entities (City, County, and Sheriff's Office) entered into a contract with Motorola to acquire and install a new CAD system for the CDA. The consultant recommended the Motorola CAD system as the only system in place that was capable of meeting the requirements of all responding entities (TPD, Tallahassee Fire Department, Sheriff's Office, and EMS). The consultant also reported that the Motorola CAD system (that was used by TPD) was widely used throughout the nation including nine jurisdictions within Florida. The Motorola product purchased was the "PremierOne CAD and Mobile System." Additionally, the contract with Motorola provided for the acquisition and installation of necessary radio system equipment for the CDA.



Pursuant to the applicable inter-local agreement as noted on page 27 of this report, the City was the entity designated to administer and manage Motorola's installation of the new CAD system, related radio equipment, and the applicable contract. To assist the City as the entity responsible for system implementation, an owner project team was established to oversee and work with Motorola in the implementation of the system. Part of the project teams' role was verifying deliverables were provided and milestones met before contract payments were made to the contractor, working with Motorola to identify and address issues as they occurred, and observing system testing and related test results. The project team was comprised of the following staff:

*The City is the owner entity designated to administer and oversee the installation of the new CAD system and radio equipment; however, to assist in those efforts a project team was created consisting of members from each owner agency and the CDA.*

- Key managerial and technical staff from the City's ISS Department.
- Key technical staff from the Leon County Sheriff's Information Technology (IT) Section.
- Key managerial, supervisory, and operational staff from the CDA.
- Key managerial, operational, and administrative staff from TPD, Tallahassee Fire Department, Sheriff's Office, and EMS.

The contract was executed by the three owner entities and Motorola in December 2010. The total contract price was \$2,438,680. The City's share of that total was \$1,279,340 (52.5%) and the County's share, on behalf of both the Sheriff's Office and EMS, was \$1,159,340 (47.5%). Additionally, the total contract price of \$2,438,680 was allocated between the CAD system (\$1,293,025) and the radio equipment (\$1,145,655). Among other terms and conditions, the contract provided for:

- A "System Acceptance Test Plan" to be reviewed and approved by the owners (City, County, and Sheriff's Office). That test plan was to be designed to demonstrate the ability of the new system and equipment to meet and function in accordance with performance requirements. Testing was to be witnessed by the owners' project staff, with test results reviewed by owner project staff and either rejected or accepted.
- The system to be installed by Motorola staff.
- System training to be provided to owner staff by Motorola.
- Warranty provisions.

*The contract price of \$2.4 million was allocated between the City and County; of that total \$1.3 million was for the CAD system and \$1.1 million was for the radio equipment.*

- Ongoing system maintenance by Motorola at contractually established prices and in accordance with specified terms and conditions.
- Right of the owners to terminate the contract if Motorola fails to provide an operational system in accordance with the contract or fails to install the system in a timely manner, for which such failure is not due to an excusable delay. Also, in the event this provision is invoked, the owners may continue to use the Motorola system until a replacement system is installed.
- Liquidated damages that can be assessed Motorola in the event the system is not timely installed and final acceptance from the owners timely achieved.
- A performance bond insuring the owners for the full contract price in the event of default by Motorola.

In addition, the contract established deliverables and milestones for which partial contract payments would be made to Motorola as specified deliverables were provided.

*The contract provided for the system to be installed and accepted by the owners no later than June 2013; to date (1) the radio system has been installed and accepted and (2) the CAD system has been installed but not accepted by the owners.*

Based on the initial contract and subsequent change orders executed for that contract, Motorola was to initially complete the installation and achieve final acceptance of the new CAD system and radio system equipment from the owners by June 4, 2013. Regarding the CAD system, that completion date was amended several times pursuant to change orders, with the final completion date being established as September 30, 2014. Regarding the new radio equipment, the initial contract completion date was not amended, and the completion date for the radio equipment was met. While the CDA cutover to the new CAD system in September 2013 and continues to use that system, final acceptance of the system by the owners has not been achieved as of the close of audit fieldwork in December 2014. This is addressed in further detail on pages 53 through 75 of this report.

### **Technology - Implementation of New Records System for TPD**

In December 2010, the City of Tallahassee contracted with Motorola to replace the TPD Records System (a Motorola system known as InfoTrack) with Motorola's new "PremierOne Records System." The decision was

*The City also contracted with Motorola in December 2010 to install a new TPD Records System for \$499,855.*

made to implement the new system concurrently with the implementation of the Motorola PremierOne CAD and Mobile System at the CDA. The initial contract price for the new record system was \$499,855.

The Motorola PremierOne Records System provides several capabilities, including:

- Case reporting and management to include, for example, officer reports, witness statement documents, and incident reports.
- Research and investigative support, including information on people, property, vehicles, and other items that is stored in relational databases to allow for efficient record searches and matches.
- Administrative modules (e.g., for managing personnel, training, equipment, etc.).
- Various other modules that can be implemented as needed (e.g., property and evidence, animal control, citations, and impounds).
- System generated managerial and informational reports.

*The new TPD Records System was initially to be installed by December 2011.*

The project team assigned to implement the new records system was comprised of the following City staff:

- Key managerial and technical staff from the City's ISS Department.
- Key managerial staff and records subject matter experts from TPD.
- Key operational staff (Patrol and Criminal Investigations) staff from TPD.

The contract established deliverables and milestones on which partial contract payments would be made to Motorola as specified deliverables are provided.

*To date Motorola has not completed the installation of the new TPD Records System, three years after the initially planned completion date.*

The initial contract provided for the new system to be fully implemented and functional by December 31, 2011. That completion date was amended several times with the final completion date being established as July 13, 2014. As of this audit, final completion for that system has not been achieved. This is addressed in further detail on pages 75 through 84 of this report.

## ***Overview - Audit Issues and Concerns***

*No concerns or issues were identified in our audit to indicate that consolidation of the dispatch function within the Tallahassee-Leon County area was not appropriate.*

*Various issues and concerns are addressed in this audit.*

Our audit did not identify any concerns or issues that indicate the consolidation of the dispatch function within the Tallahassee-Leon County area was not appropriate, or that the expected benefits from that consolidation will not be realized. Our audit did identify issues and concerns which have been proactively addressed by the CDA Board, CDA Director, and owner agencies (City, County, and Sheriff's Office). Many of those issues and concerns had been identified and were being addressed prior to the start of this audit.

In regard to the issues and concerns, we found there have been significant technology issues regarding the new CAD system which impacted the efficiency of CDA operations. We also determined resources assigned to address those impacts by Motorola, as well as other factors, have delayed completion of the new Records System at TPD. We identified areas where contractual provisions for both the new CAD system at the CDA and the new Records System at TPD should have been enhanced to better protect the interests of the applicable owners and the CDA. Our audit also identified overpayments to Motorola of approximately \$50,000.

Additionally, our audit showed the CDA is in the process of establishing formal policies and procedures with plans to obtain appropriate industry accreditation after completion and full implementation of those policies and procedures. We found the CDA has a formal quality assurance function to review emergency calls for fire, medical, and emergency calls involving missing children, and plans to apply that function to calls for all other law enforcement services in the near future. Actions are being taken by the CDA to address concerns identified by that quality assurance function. Areas were identified where the quality assurance process should be expanded. The CDA has a formal training program and requires CDA call takers and dispatchers to be certified in accordance with State statutes and to also obtain and maintain other pertinent certifications. Instances were identified where a few CDA employees were not certified as required. We determined a need for the CDA to improve records and methods used to track employee certifications.

Regarding staffing, we determined CDA staff worked significant overtime, in part, due to a relatively high turnover rate and resulting vacancies in call

taking and dispatcher positions.

We determined there was not an adequate method/process for tracking the opening of critical premises hazards and because of the lack of adequate records, we could not conclude that critical information (e.g., officer safety) is or is not generally being relayed to responding units for applicable incidents. Actions are planned and being taken to ensure critical premises hazards are opened and information relayed to dispatched service units for future incidents.

We calculated CDA response times. Also, response times of public dispatch agencies in other jurisdictions were obtained and reported in an appendix to this report. However, because of variations in methods and systems used by those other dispatch agencies, we did not make any conclusions based on those comparisons of the CDA's response times to those of the other jurisdictions. Recommendations were made to enhance the CDA's determination, analysis, and use of response times.

Each of the above conclusions and related issues and concerns are further discussed in the following sections of the report.

## ***Technology Issues*** (Audit Objective No. 1)

Within a few months of the CDA's cutover to the new Motorola PremierOne CAD and Mobile System in September 2013, there were several publicized instances where the CDA was temporarily unable to receive and/or process emergency calls because of technology issues. Our first audit objective was to identify and evaluate the technology issues that have adversely impacted the CDA's ability to efficiently and effectively receive and process emergency calls and dispatch service units (fire, law enforcement, and EMS) based on those calls and to identify actions taken to resolve those issues.

Our review showed the applicable instances were attributable to issues in two separate systems, with the first being the emergency 911 system and the second being the new Motorola PremierOne CAD and Mobile System. Most of the issues pertained to the Motorola PremierOne CAD and Mobile System. Our identification and evaluation of those issues are described in the following sections of this report.

*Technology issues were attributable to two separate systems; the 911 emergency system and the new CAD system.*

## Emergency 911 Phone System Issues

**Overview:** As described in the background section of this report (see page 41), hardware for the 911 emergency system was installed at both the Public Safety Complex where the CDA is located and the Sheriff's Office Complex. Each location has a server to receive emergency calls. Calls received at either of the two location's servers are routed to the CDA. The server at the Sheriff's Office Complex routes calls to the CDA through connecting fiber optic network (network) lines.

**Issue Descriptions.** Two instances occurred in early calendar year 2014 which resulted in the CDA being unable to receive 911 emergency calls. Those instances and corrective actions taken to resolve the issues are described as follows.

*Two instances occurred in early 2014 that temporarily precluded calls from processing through the emergency 911 phone system.*

Instance No. 1 – January 24, 2014: The primary network line connecting the server at the Sheriff's Office Complex to the Public Safety Complex, which is located across town from the Sheriff's Office Complex, ran through an underground network line (fiber optic) with a path that parallels Interstate 10 in places. Because of concerns that planned construction near the interstate could sever that network line, Leon County Management Information System (MIS) staff determined it would be appropriate to temporarily "administratively" disable the connection through that path and rely on a secondary redundant network connection that runs through the City's traffic and electric utility network lines. When the construction near the interstate was completed, Leon County MIS staff planned to reconnect the primary network path. (Note: An "administrative" disconnection means the line is disabled through a software command rather than physically disabling the connection.)

*The first instance occurred when actions were taken to redirect calls through a secondary network line because of concerns the primary line may be damaged during construction activities.*

However, when the connection through the network line running parallel to the interstate was administratively disconnected on January 24, 2014, the County's network became unstable for an unknown reason. Part of that instability precluded the 911 server at the Sheriff's Office Complex from transmitting emergency calls received by that server to the CDA through the secondary redundant network line (i.e., City's traffic and electric utility network lines). Calls received through the 911 server located at the Public Safety Complex were not affected, so those calls continued to be transmitted to the CDA and answered by call takers.

Upon realizing the County's network had become unstable after the administrative disconnection of the network line paralleling Interstate 10, Leon County MIS staff removed that administrative disconnection (i.e., restored the connection through a software command) and subsequently "physically" disabled the connection. That action allowed emergency calls received on the Sheriff's Office 911 server to successfully transmit through the secondary redundant network line and restored the stability of the County's network.

However, when Leon County MIS staff took those actions a secondary issue occurred in that the 911 emergency system no longer recognized those CDA call takers who were logged into the system at the time the primary connection was administratively disconnected. As a result, when the administrative disconnection was removed (and the County's network stabilized) the affected CDA call takers were not able to answer 911 emergency calls. The CDA quickly determined there was a problem as the affected call takers realized calls were coming in (i.e., they heard the unique ping sound) but were unable to answer them. Call takers that had logged into the system after the incident were not affected and were therefore able to receive and answer emergency calls. To remedy that problem the County's maintenance contractor for the 911 emergency system signed each of the affected call takers back into the system using a temporary password. As a result of that action, the affected call takers were able to resume receiving and answering emergency calls.

The review of the events of this instance by the Sheriff's Office Information Technology (IT) section and the maintenance contractor (AK Associates) determined that the time elapsed from the start of the first issue (administrative disconnection) and resolution of the secondary issue (emergency system not recognizing CDA call takers logged in at the time of the first issue) totaled approximately 35 minutes.

A determination was also made during this review that there were three emergency calls which the 911 server at the Sheriff's Office Complex was unable to transmit to the CDA during the period the primary connection was administratively disabled. For those calls (1) the CDA was able to verify that the callers had called back and their second calls came through the CDA 911 server and were therefore answered and processed by the

*Due to stability issues in the County's network, three emergency calls received through the Sheriff's Office server were not routed to the CDA.*

*Actions were taken immediately to address the issue upon determination of the missed calls.*

CDA or (2) CDA staff called the numbers and obtained the applicable incident information from the callers as appropriate. The Sheriff's Office IT staff indicated there were no adverse impacts in those three instances, such as further harm to a person or property because of an untimely response.

Several actions were taken to preclude those issues from reoccurring. Specifically:

- The maintenance contractor determined that it will temporarily shut down the Sheriff's Office 911 server during future maintenance activities on the Sheriff's Office 911 emergency system infrastructure, such that all emergency calls will be automatically received and processed by the 911 server located at the Public Safety Complex.
- More significantly, a separate dedicated fiber network was installed November 17, 2014, connecting the Sheriff's Office 911 emergency system infrastructure to the 911 system infrastructure at the Public Safety Complex. The Sheriff's Office indicates that by installation of that dedicated network, the 911 emergency system should no longer be subject to issues or problems associated with other County network connections.

The Sheriff's Office IT and Leon County MIS staffs believe the corrective actions should preclude future incidents of the nature described above. As of the close of our audit fieldwork in December 2014, to our knowledge, there have been no further incidents such as that described above.

Instance No. 2 – February 27, 2014: In accordance with good internal control practices, during shift changes CDA telecommunicators working the current shift each sign off (log out of) the system and each CDA telecommunicator working the subsequent shift sign into (log into) the system using unique access codes (user identification and passwords). However, to ensure uninterrupted service to the public making emergency calls, at least one telecommunicator should be signed into the system at all times. Accordingly, the process of departing telecommunicators signing off and arriving telecommunicators signing in during a shift change should be staggered such that at least one telecommunicator is signed in during the transition.

*Permanent corrective actions taken to preclude future instances included installation of a dedicated fiber network between the Sheriff's Office Complex and the Public Safety Complex where the CDA is located.*

*The second instance occurred because at least one telecommunicator did not remain signed into the system during a shift change and a voice mail option had inappropriately been assigned a call taker.*



Additionally, voice mail options within a 911 emergency system should never be selected, as each call should be answered immediately (as soon as possible) due to the nature of the calls (i.e., emergency requests for assistance).

Contrary to the above preferred control practices, during a February 27, 2014, shift change, the following occurred.

- All departing telecommunicators signed off the system before a telecommunicator working the subsequent shift signed into the system.
- Although the Sheriff's Office IT staff is not sure how it happened, the access codes (user account) for the last departing CDA telecommunicator (call taker) logging out of the system had been assigned a voice mail option within the 911 emergency system. Sheriff's Office IT staff stated that option may have inadvertently been activated during periodic system maintenance.

Accordingly, when the affected telecommunicator was the last one to sign out of the system at the end of the applicable February 27, 2014, shift change, and none of the arriving telecommunicators had signed in at that point, the 911 emergency system malfunctioned in that it commenced sending all subsequent calls to a recorded voice mail of the system manufacturer (Cassidian Communications). As a result, emergency calls were not being answered and processed by the CDA (i.e., by the telecommunicators that started working the subsequent shift). The CDA realized there was a problem within 12 minutes when a caller who had been transferred to the Cassidian voice mail called the CDA on an administrative phone line (not part of the 911 emergency system) and reported he received the voice mail when he called 911.

*Thirty-one calls were impacted due to this event.*

Initially, the onsite maintenance contractor (AK Associates) researched the issue as a potential problem external to the 911 emergency system. However, when the issue was not resolved within a reasonable time frame the Sheriff's Office IT staff requested the maintenance contractor to shut down the CDA server for the 911 emergency system. When that server was shut down, the other 911 server located at the Sheriff's Office Complex started allowing emergency calls through to the CDA call takers. The duration of the event was approximately one hour and 45 minutes. A

*Actions were taken to address the issue upon determination of the missed calls.*

determination was subsequently made that 31 calls were impacted by this issue.

To preclude this event from occurring again in the future, the following corrective actions were taken:

*Corrective actions included reprogramming the software to (1) require at least one telecommunicator to be logged into the system at all times and (2) send 911 calls to the administrative lines in the event the voice mail option is inadvertently checked again.*

- The system was programmed such that at least one telecommunicator must be logged into the system at all times, such that all telecommunicators cannot log off at the end of a shift before at least one telecommunicator working the next shift has logged into the system.
- The system was reprogrammed so that in the event a call taker's access code is inadvertently activated for voice mail in the future, the system will automatically route the 911 calls to a CDA administrative line. Administrative calls are also to be answered by CDA call takers in a timely manner (i.e., "as soon as possible")

The noted corrective actions should preclude future incidents of the nature described above. We were informed that as of the close of our audit fieldwork in December 2014, no further incidents had occurred.

*No future incidents have occurred and corrective actions taken were reasonable and appropriate.*

**Audit Conclusions and Recommendations:** Due to technical issues impacting the newly installed 911 emergency phone system, there were two occasions where emergency calls could not be received and answered by call takers at the CDA. Based on available records and/or assertions from CDA and Sheriff's Office IT staff, there were three calls that were not answered in the first occasion and 31 calls that were not answered in the second occasion. Upon resolution of the issues and identification of the affected phone calls, the CDA indicated it was successful in contacting all but one of those callers and/or sending a service unit to the applicable locations to determine the circumstances. (The one call for which the CDA did not contact the caller came in on a deactivated cell phone which does not provide a number or location.) Based on those actions, a determination was made for all but one caller that no individuals or property was further harmed due to untimely responses resulting from the technical problems. Reasonable and appropriate corrective actions were taken to prevent similar technical malfunctions in the future. We were informed no incidents have subsequently occurred. Accordingly, no additional actions are recommended.

## PremierOne CAD and Mobile System Issues

**Overview:** As previously stated in this report on pages 42 through 44, the owners executed a contract with Motorola in December 2010 for the acquisition of a new CAD system for the recently created CDA. That new system was the “PremierOne CAD and Mobile System.” The contract cost for the new system was \$1,293,025. The initial contract provided for Motorola to complete the installation and achieve final acceptance from the owners by June 2013. The new system was installed and placed into operation (cutover) on September 17, 2013. Change orders to the executed contract extended the date for final acceptance to September 30, 2014. However, due to ongoing system performance issues, final acceptance of the system has not been provided by the owners.

*Due to ongoing system performance issues the City has not provided final acceptance of the new Motorola CAD system.*

The initial contract established deliverables and milestones, that when provided and reached would allow Motorola to submit invoices for performance to date and receive corresponding payments by the City on behalf of all owners and the CDA. A description and the current status of those deliverables and milestones are represented in the following table.

Deliverable/Milestone		Payment Due Upon Completion		Deliverable Provided and Payment Made ( <i>Date of Payment</i> )
1	Contract Execution	10%	\$129,302.50	Yes ( <i>May 2011</i> )
2	Acceptance of Functional System Description, Interface Requirements Document, & Cutover Plan	15%	\$193,953.75	Yes ( <i>February 2014</i> )
3	Delivery of Software for Training	15%	\$193,953.75	Yes ( <i>April 2013</i> )
4	Delivery of Hardware	15%	\$193,953.75	Yes ( <i>April 2013</i> )
5	Installation of Hardware	10%	\$129,302.50	Yes ( <i>February 2013</i> )
6	Installation of Software	10%	\$129,302.50	Yes ( <i>February 2013</i> )
7	Completion Live Cut to New System	20%	\$258,605.00	Yes ( <i>February 2014</i> )
8	Owners' Final Acceptance	5%	\$64,651.25	NO ( <i>Note A</i> )
	Total Paid To Date			\$1,228,374.25
	Total Contract Price			\$1,293,025.00
	Remaining Payments			\$64,651.25

*Note A: Owners have not provided final acceptance of the system due to ongoing performance issues.*

*There have been significant system stability and functionality issues regarding the new CAD and mobile system.*

**Issue Descriptions:** Since cutover to the new PremierOne CAD and Mobile System (system) in September 2013, significant system stability (performance) issues have occurred including slow system response and, in several instances, outages (“crashes”) where the system was temporarily not operational. In addition, functionality of the system has not always been adequate. Those functionality issues have at times resulted in inefficiencies in the dispatch process. The most significant and prevalent stability and functionality issues, the resulting impacts, the known or possible underlying causes (if identified by Motorola and Project staff), and actions taken or planned to resolve the issues are described in the following tables. **Table A** addresses the overall system stability issues. **Table B** addresses functional issues primarily impacting the mobile units installed in responding unit vehicles. **Table C** addresses functional issues impacting the CAD system as operated by the call takers and/or dispatchers at the CDA.

**TABLE A**  
**System Stability Issues**

	Description	Impact	Known or Possible Cause	Actions to Address	Current Status
1.	<u>Slow system response</u> : The system does not process activity timely and/or respond timely to system commands. The most recent event occurred October 14, 2014. When these events occur, they have often been followed by a system outage (described in the following item).	CDA cannot process and dispatch calls in a timely manner resulting in potential delays in applicable agencies' responses to incidents.	<p>1. <u>Database server memory capacity was not adequate</u>: The memory within the Motorola installed database servers was likely not adequate to ensure efficient and consistent processing of data. <i>(Also see item #3 below that is related.)</i></p> <p>2. <u>Dissimilar hardware - application servers</u>: Multiple (three) application servers were installed to allow the workload to be distributed among the servers for processing efficiency and to allow the workload to be absorbed by remaining application servers in the event a server becomes overworked and/or distressed (e.g., temporarily down). The system was programmed to automatically transfer the workload to healthy servers when the latter circumstances occur.</p> <p>One of the three application servers is larger than the other two. Motorola agreed the dissimilarity in the server sizes may have contributed to the system distress that resulted in slow system responses and temporary outages.</p> <p>3. <u>System failover issues – database servers</u>: The system is designed such that if the primary database server becomes distressed (e.g., not functioning properly or reaching its workload capacity), the system should “failover” (transfer the work) to a secondary database server. Instances occurred where the primary database server went into a state of distress and the</p>	<p>1. Motorola increased the memory in the database servers on March 27, 2014 (at no cost to the CDA).</p> <p>2. As of October 2014, Motorola was in the process of replacing the two smaller application servers with servers that are the same size as the larger application server (at no cost to the CDA). <i>(The replacements were completed February 4, 2015.)</i></p> <p>3. Motorola increased the memory in the database servers on March 27, 2014 (at no cost to the CDA). Motorola increased system monitoring efforts to help analyze causes.</p>	This has occurred seven times since cutover, most recently October 14, 2014. At this point it is unknown if actions taken and planned to date by Motorola will completely resolve this issue.

**TABLE A**  
**System Stability Issues**

	Description	Impact	Known or Possible Cause	Actions to Address	Current Status
			<p>failover to a secondary database server did not properly occur. The failover problems were attributed by Motorola, in part, to issues with the servers' memory (capacity) and the proper mirroring of data between the database servers (necessary to allow continuity of operations when a failover occurs). <i>(This item is related to item #1 above.)</i></p> <p>4. <u>Inadequate storage area network (SAN) capacity</u>: The hard drive space available to each server may have been too small for the system.</p> <p>5. <u>System Center Operations Manager (SCOM) not properly configured</u>: The system application to monitor system performance did not function properly to identify and automatically report each system problem as intended by Project staff. As a result, distress in database servers was not properly addressed to ensure efficient and appropriate transfer of workload to other servers. This contributed to system failover issues <i>(see item #3 above)</i> that, in turn, resulted in slow system response and a temporary system outage in January 2014. (Note: Motorola and Project staffs believe another temporary outage likely occurred {in August 2014} because the SCOM was not disabled during a system upgrade. Those staffs indicate the system monitoring application should have been disabled during an upgrade and monitored manually until the upgrade was completed.)</p>	<p>4. Motorola installed additional SAN on March 26, 2014, to increase the storage area (at no cost to the CDA).</p> <p>5. City ISS staff and CDA management required Motorola to disable this monitoring software (SCOM) and to have Motorola staff manually monitor system performance on the application servers until the problem with the SCOM is identified and corrected. Motorola indicated plans are for SCOM to be turned off in any future upgrades. <i>(Motorola indicated the SCOM was subsequently properly configured. As a result, that application was re-implemented November 6, 2014. No subsequent issues have occurred.)</i></p>	

**TABLE A**  
**System Stability Issues**

	Description	Impact	Known or Possible Cause	Actions to Address	Current Status
			<p>6. <u>Cloning calls locking up CAD workstations</u>: A functionality provided by the new CAD system allows call takers and dispatchers to “clone” an existing ongoing call to additional dispatchers and/or responding units. For example, if a call taker or dispatcher determines based on additional information gathered during an emergency call that an EMS unit needs to respond in addition to a law enforcement unit already dispatched, that call taker/law enforcement dispatcher can clone the call (CAD incident) to an EMS dispatcher. The EMS dispatcher would then dispatch an EMS unit to the incident. After a system upgrade to the new system in April 2014, workstations of call takers and dispatchers would sometimes temporarily lockup (freeze up and stop working) for periods up to three minutes after a call was cloned to another dispatcher or responding unit. In those instances, the cloned call also would not timely process to the additional dispatcher or responding unit (i.e., it would take up to three minutes before the cloned call would be received by the intended dispatcher or responding unit). This circumstance was attributed to a programming design issue.</p>	<p>6. Motorola corrected this issue in an upgrade in September 2014. <i>(This circumstance has not reoccurred since the correction.)</i></p>	
2.	<p><u>System outages</u>: All or part of the system freezes up and does not respond to commands and/or shuts down and is not operational. When total outages occur, the entire system has to be shut down and restarted (re-booted) to become operational again. Those remedial actions</p>	<p>CDA call takers must rely on a manual process to record information from callers and relay that information to dispatchers; all information must</p>	<p>(Note: The first six items below are also known or possible causes as identified for Issue #1 above - Slow system response).</p> <p>1. <u>Database server memory capacity was not adequate</u>: The memory within the Motorola installed database servers was likely not adequate to ensure efficient and consistent processing of data. <i>(Also see item #3 below that is related.)</i></p>	<p>1. Motorola increased the memory in the database servers on March 27, 2014 (at no cost to the CDA).</p>	<p>This has occurred nine times since cutover, most recently October 17, 2014. At this point it is unknown if actions taken and planned to date by Motorola will</p>

**TABLE A**  
**System Stability Issues**

	Description	Impact	Known or Possible Cause	Actions to Address	Current Status
	<p>take from 30 minutes to 90 minutes to be completed. There have been nine total or partial system outages since system cutover in September 2013, with the most recent occurring October 17, 2014. <i>(Note: Subsequent to our fieldwork another outage occurred on December 26, 2014. That outage was attributed to “human error” on the part of Motorola staff when performing system maintenance.)</i></p>	<p>be dispatched to responding units solely through radio transmissions. In certain instances this manual process may lengthen the time to identify and dispatch the most appropriate unit.</p>	<p>2. <u>Dissimilar hardware - application servers:</u> Multiple (three) application servers were installed to allow the workload to be distributed among the servers for processing efficiency and to allow the workload to be absorbed by remaining application servers in the event a server becomes overworked and/or distressed (e.g., temporarily down). The system was programmed to automatically transfer the workload to healthy servers when the latter circumstances occur.</p> <p>One of the three application servers is larger than the other two. Motorola agreed the dissimilarity in the server sizes may have contributed to the system distress that resulted in slow system responses and temporary outages.</p> <p>3. <u>System failover issues – database servers:</u> The system is designed such that if the primary database server becomes distressed (e.g., not functioning properly or reaching its workload capacity), the system should “failover” (transfer the work) to a secondary database server. Instances occurred where the primary database server went into a state of distress and the failover to a secondary database server did not properly occur. The failover problems were attributed by Motorola, in part, to issues with the servers’ memory (capacity) and the proper mirroring of data between the database servers (necessary to allow continuity of operations when a failover occurs). <i>(This item is related to item #1 above.)</i></p>	<p>2. As of October 2014, Motorola was in the process of replacing the two smaller application servers with servers that are the same size as the larger application server (at no cost to the CDA). <i>(The replacements were completed February 4, 2015.)</i></p> <p>3. Motorola increased the memory in the database servers on March 27, 2014 (at no cost to the CDA). Motorola increased system monitoring efforts to help analyze causes.</p>	<p>completely resolve this issue. <i>(Note: Subsequent to our fieldwork another outage occurred on December 26, 2014. That outage was attributed to “human error” on the part of Motorola staff when performing system maintenance.)</i></p>



**TABLE A**  
**System Stability Issues**

	Description	Impact	Known or Possible Cause	Actions to Address	Current Status
			<p>4. <u>Inadequate storage area network (SAN) capacity</u>: The hard drive space available to each server may have been too small for the system.</p> <p>5. <u>System Center Operations Manager (SCOM) not properly configured</u>: The system application to monitor system performance did not function properly to identify and automatically report each system problem as intended by Project staff. As a result, distress in database servers was not properly addressed to ensure efficient and appropriate transfer of workload to other servers. This contributed to system failover issues (<i>see item #3 above</i>) that, in turn, resulted in slow system response and a temporary system outage in January 2014. (Note: Motorola and Project staffs believe another temporary outage likely occurred {in August 2014} because the SCOM was not disabled during a system upgrade. Those staffs indicate the system monitoring application should have been disabled during an upgrade and monitored manually until the upgrade was completed.)</p> <p>6. <u>Cloning calls locking up CAD workstations</u>: A functionality provided by the new CAD system allows call takers and dispatchers to “clone” an existing ongoing call to additional dispatchers and/or responding units. For example, if a call taker or dispatcher determines based on additional information gathered during an emergency call that an EMS unit needs to respond in addition to a law enforcement unit already dispatched, that call taker/law</p>	<p>4. Motorola installed additional SAN on March 26, 2014, to increase the storage area (at no cost to the CDA).</p> <p>5. City ISS staff and CDA management required Motorola to disable this monitoring software (SCOM) and to have Motorola staff manually monitor system performance on the application servers until the problem with the SCOM is identified and corrected. Motorola indicated plans are for SCOM to be turned off in any future upgrades. (<i>Motorola indicated the SCOM was subsequently properly configured. As a result, that application was re-implemented November 6, 2014. No subsequent issues have occurred.</i>)</p> <p>6. Motorola corrected this issue in an upgrade in September 2014. (<i>This circumstance has not reoccurred since the correction.</i>)</p>	

**TABLE A**  
**System Stability Issues**

	Description	Impact	Known or Possible Cause	Actions to Address	Current Status
			<p>enforcement dispatcher can clone the call (CAD incident) to an EMS dispatcher. The EMS dispatcher would then dispatch an EMS unit to the incident. After a system upgrade to the new system in April 2014, workstations of call takers and dispatchers would sometimes temporarily lockup (freeze up and stop working) for periods up to three minutes after a call was cloned to another dispatcher or responding unit. In those instances, the cloned call also would not timely process to the additional dispatcher or responding unit (i.e., it would take up to three minutes before the cloned call would be received by the intended dispatcher or responding unit). This circumstance was attributed to a programming design issue</p> <p>7. <u>Failed network configuration change</u>: In an attempt to address the slow system response problem in August 2014, Motorola attempted a network configuration change called a “jumbo frame” that would increase the amount of data that is transmitted in an individual frame (data is broken down and transmitted in individual frames). However, when they attempted to install this configuration, the system went down.</p>	<p>7. The system was shut down and restarted without the jumbo frame configuration. Motorola is investigating the reasons why the configuration change did not work.</p>	

**TABLE B**  
**System Functionality Issues – Mobile Units**

	Description	Impact	Known or Possible Cause	Action to Address	Current Status
1.	<p><u>Non-functioning law enforcement query tool:</u> One of several interfaces residing on the system application server allows law enforcement officers in the field to access and query State and Federal databases through their mobile devices. For an intermittent period that interface application did not work properly as the system either did not respond to officer queries or provided error messages in response to those queries.</p>	<p>Inability of an officer to access information such as driver license status, vehicle registrations, outstanding warrants, prior arrests, etc. could adversely impact their ability to properly, safely, and timely assess an incident. In instances where the query tool did not work, the affected units had to use a less efficient process involving radio transmissions to request CDA dispatchers to conduct such queries on the unit's behalf and to then relay the results.</p>	<p>Interface programming was incorrectly overwriting the file that performs the query transformation.</p>	<p>Motorola corrected the interface programming in March 2014.</p>	<p>Corrected. <i>(This issue has not reoccurred since the correction.)</i></p>
2.	<p><u>Multiple messaging adversely impacting mobile devices (Red X issue):</u> The system is designed to allow dispatchers to broadcast a single message to all units through their mobile devices simultaneously. An example is a "BOLO" (be on the lookout for a certain person, vehicle, etc.). After cutover to the new system, such messages were successfully received by units that were currently logged into the system at the time of transmission. However, for units that were logged out (e.g., not on duty) at the time of the message transmission, the mobile devices could not acknowledge receipt of the message. Accordingly, the system repeatedly sent the message to those units in an attempt to get acknowledgement of receipt from those units. Those repeated unsuccessful attempts caused the client applications on those mobile devices to stop working properly. When the affected units logged into the system after such an event, their mobile devices did not function</p>	<p>Affected field units were not able to use their mobile devices to access messages without logging out and then back into the system.</p>	<p>Programming design issue.</p>	<p>Motorola corrected this issue in an upgrade in May 2014.</p>	<p>Corrected. <i>(This issue has not reoccurred since the correction.)</i></p>

**TABLE B**  
**System Functionality Issues – Mobile Units**

	Description	Impact	Known or Possible Cause	Action to Address	Current Status
	properly, often displaying a red “X” on the screen. (NOTE: This issue applied to TPD and not to the Sheriff’s Office or EMS units as those entities did not use this specific messaging function.)				
3.	<u>Automatic screen update feature not working:</u> The system was designed to provide an automatic update to the current status of all field units every 60 seconds; meaning every minute the screen monitor showing the status of field units was updated (refreshed) to show the units’ current status. This functionality within the mobile devices in field units does not always work. (NOTE: This issue applied to TPD and not to the Sheriff’s Office or EMS units as those entities did not employ this function.)	Field unit statuses include, for example, (1) available to respond to a call, (2) en route to a dispatched call, (3) at the scene of an incident to which dispatched, or (4) currently unavailable. That information assists field units and their supervisors in tracking the status of other units in an area (e.g., helpful if backup assistance is needed). Accordingly, when the screens on the mobile devices do not update properly, the affected field units and supervisors must rely on radio transmissions to determine the status of other units.	Programming design issue (relates to same design issue in previous item above).	Motorola corrected this issue in an upgrade in May 2014.	Corrected. <i>(This issue has not reoccurred since the correction.)</i>
4.	<u>Incorrect field unit logoff status:</u> In some instances, when field units logged off the system through their mobile devices, the system incorrectly continued to reflect them as logged in and available to respond to calls. (NOTE: This issue applied to TPD and not to the Sheriff’s Office or EMS units as those entities did not employ this function.)	CDA dispatchers could continue to select and attempt to dispatch those unavailable units (e.g., off duty) to incidents. Dispatchers only became aware the units were not available when the units did not acknowledge radio transmission sent by dispatchers to confirm the attempted dispatch. This could possibly delay the actual response to the incident.	Programming design issue	Motorola corrected this issue in an upgrade in March 2014.	Corrected. <i>(This issue has not reoccurred since the correction.)</i>
5.	<u>Screen customization feature not available for mobile units:</u> Although a feature intended to be part of the new system, field units currently are not able to customize the displays of information on their mobile devices. When an attempt was made to install the customization feature in a test environment, the applications within the applicable mobile device stopped working properly and had to be re-installed.	Field units are not able to customize the mobile device screens to best accommodate their needs.	Programming design issue	Currently using standard screens without customization features. As of November 6, 2014, Motorola was working on a permanent solution to correct this issue.	Not corrected as of October 2014.

**TABLE B**  
**System Functionality Issues – Mobile Units**

	Description	Impact	Known or Possible Cause	Action to Address	Current Status
6.	<u>Field units not displayed in GIS:</u> When the CDA initially cutover to the new system in September 2013, one interface was not configured correctly to ensure all field units were displayed on the GIS/GPS screens for the CDA call takers and dispatchers.	Call takers, dispatchers, and unit supervisors were not able to use the GIS/GPS screen to view the current location of affected field units. Reliance had to be placed on radio transmissions to determine their current location.	Incorrect provisioning configuration (system setup) by Project staff. Project staff indicated Motorola did not provide adequate assistance and instruction in the configuration of the interface.	Motorola provided assistance and instruction to Project staff to correct the configuration in January 2014.	Corrected. <i>(This issue has not reoccurred since the correction.)</i>
7.	<u>Slow system log in times:</u> During the implementation and related testing of the new system prior to the cutover (go live) in September 2013, Project staff determined unexpected delays (up to seven minutes) in successfully logging on to the new system through mobile devices used by the Sheriff's Office. While the underlying problem was identified by Motorola immediately prior to the cutover, a solution was not determined and implemented until three months after the cutover. Accordingly, for the first three months, responding units of the Sheriff's Office experienced delays in gaining access to the new system when logging on after reporting to work.	Delays in gaining access to the system, in turn, delayed affected units ability to use the system.	Incorrect provisioning configuration (system setup) by Project staff. Project staff indicated Motorola did not provide adequate assistance and instruction in the configuration.	Motorola provided assistance and instruction to Project staff to correct the configuration in March 2014.	Corrected. <i>(This issue has not reoccurred since the correction.)</i>

**TABLE C**  
**System Functionality Issues – CAD**

	Description	Impact	Known or Possible Cause	Action to Address	Current Status
1.	<u>Triage information not properly interfacing into CAD</u> : Information captured by call takers in the ProQA triage application did not always transfer over to the CAD screens observed by the dispatchers. In some instances none of the information transferred, in some instances part of the information transferred, and in other instances all the information transferred but was not reflected on the dispatchers' screens.	Inconsistent and/or incomplete transfer of information from call takers to dispatchers may hinder the ability of the dispatcher to dispatch the most appropriate unit (or units) to an incident.  <i>(This was cited in the CDA Director's internal report on the Merkel incident as a factor contributing to the delayed response in that event. Specifically, some of the data and answers to questions entered into ProQA by the call taker after the pre-alert had been sent to the EMS dispatcher did not transfer over into CAD. As those data and answers did not transfer, the dispatcher was not aware of the change in status from "man down" to "gunshot." The call taker eventually saw this in his CAD screen and verbally informed the dispatcher of the change in circumstances {i.e., oral communication made across the room}).</i>	Inadequate interface design.	Motorola developed a system patch to correct the issue in the new triage application (Paramount) implemented in early November 2014 to replace the ProQA triage application.	Corrected with system being monitored to ensure no future incidents.
2.	<u>Cloning calls freezing up CAD workstations</u> : A functionality provided by the new CAD system allows call takers and dispatchers to "clone" an existing ongoing call to additional dispatchers and/or responding units. For example, if a call taker or dispatcher determines based on additional information gathered during an emergency call that an EMS unit needs to respond in addition to a law enforcement unit already dispatched, that call taker/law enforcement dispatcher can clone the call (CAD incident) to an EMS dispatcher. The EMS dispatcher would then dispatch an EMS unit to the incident.	Affected call takers and dispatchers were unable to use the CAD system during the lockup to continue processing emergency calls. New incoming calls had to be handled by unaffected call takers/dispatchers or the affected call takers and dispatchers had to rely on oral communications (between call takers and dispatchers) or radio transmission to conduct business.	Programming design issue.	Motorola corrected this issue in an upgrade in September 2014.	Corrected. <i>(This issue has not reoccurred since the correction.)</i>

**TABLE C**  
**System Functionality Issues – CAD**

	Description	Impact	Known or Possible Cause	Action to Address	Current Status
	<p>After a system upgrade to the new system in April 2014, workstations of call takers and dispatchers would sometimes temporarily lockup (freeze up and stop working) for periods up to three minutes after a call was cloned to another dispatcher or responding unit. In those instances, the cloned call also would not timely process to the additional dispatcher or responding unit (i.e., it would take up to three minutes before the cloned call would be received by the intended dispatcher or responding unit).</p> <p>(Note: This issue is also included in Table A above as a contributing factor to slow system response and temporary system outages.)</p>				
3.	<p><b>Multi-Beat feature not working:</b> A feature included in the purchased PremierOne CAD system is a system generated recommendation of a specific field unit to respond to a call. For example, for an EMS incident, the system should identify the closest available and appropriate EMS unit to respond based on the information recorded by the call taker (type and location of incident) and recommend that unit on the CAD screen to the dispatcher. The process is the same for a law enforcement call/incident, except for those areas served by both the Sheriff's Office and TPD (e.g., within the City corporate limits). For those areas (multi-beats), the system is supposed to first provide a prompt for the dispatcher to select either a Sheriff's Office unit or a TPD unit to respond to the incident. Based on the type and location of the incident, the dispatcher is to select the appropriate agency (Sheriff or TPD). After that selection is made, the system is to recommend a specific unit</p>	<p>Dispatchers must manually review the available units on the CAD and/or GIS screens to locate and determine the most appropriate unit to respond. Alternatively, the dispatchers must make a radio transmission to all units requesting a unit to identify it as available to respond to the incident.</p>	<p>Programming design issue.</p>	<p>Motorola developed a temporary "workaround" which allow the dispatchers to provide the prompt for either a Sheriff's Office or TPD unit through additional steps (keystrokes and screens). A permanent solution was subsequently developed by Motorola and included in the system upgrade installed in early November 2014.</p>	<p>Corrected with system being monitored to ensure no future incidents.</p>

**TABLE C**  
**System Functionality Issues – CAD**

	Description	Impact	Known or Possible Cause	Action to Address	Current Status
	<p>from the selected agency (Sheriff or TPD) to respond.</p> <p>The described features worked from the cutover in September 2013 through May 2014. However, since an update to the PremierOne CAD System was installed in May 2014, the system sometimes no longer provided a prompt for the dispatcher to select either a Sheriff's Office unit or a TPD unit for those areas served by both agencies. As a consequence, absent the dispatcher's designation of an agency, the system would not recommend a specific unit for response.</p>				
4.	<p><u>Ghost/phantom calls</u>: The CAD system inappropriately sometimes reassigns recently dispatched calls (for completed incidents) to a specific field unit as a "new" call for that unit. This appears to happen without any actions by call takers or dispatchers. This has occurred since August 2014.</p>	<p>Because affected field units are incorrectly shown as on a call, neither the dispatchers nor the system identifies those units as currently available to respond to an actual call. Those circumstances could potentially adversely impact response times for incidents if the field units incorrectly shown as not available are the most appropriate unit to respond to an actual call/incident.</p>	Unknown.	Motorola is investigating to determine cause.	Not corrected as of early November 2014.



*The owners have been proactive in working with the contractor to address and resolve CAD system issues.*

*At the owners' request, Motorola supplied additional experienced staff to address system issues.*

*The owners submitted a letter to Motorola in June 2014 addressing concerns with the new system and the resulting adverse impacts.*

**Actions Taken to Address Known Technology Issues:** In addition to the individual actions taken to address the specific issues identified in the preceding tables, we found the owners (through the City as the entity responsible for the implementation of the PremierOne CAD and Mobile System) have been proactive in working with and communicating with the contractor (Motorola) to address and resolve the issues. Specifically:

- In addition to enhancing owner (City, County, and Sheriff's Office) and CDA staff efforts and time on the project, the owners requested and Motorola supplied additional resources to the project. This included experienced program managers, system technicians, and a Motorola executive. That additional staff has been onsite at the CDA to work on the system performance issues.
- The owners increased the frequency of meetings involving owner, CDA, and Motorola project staff to determine and monitor actions to resolve the system performance issues.
- The owners informed Motorola in a June 24, 2014, letter that the new PremierOne CAD and Mobile System had been sold to the owners as an upgrade to the Motorola CAD and mobile system used by TPD prior to the establishment of the CDA, when it actually was a new system and not an upgrade. (Project staff indicated the determination it was a new system and not an upgrade was made in early calendar year 2012 when Motorola started training project staff for configuration and provisioning of the new system.) The letter also stated there had been significant system performance issues, ranging from poor performance to complete system failure (e.g., temporary outages), and provided that there had been other adverse consequences because the City, County, and Sheriff's Office had to devote unplanned resources (staff) to assist in troubleshooting system problems. Further, the letter stated that the PremierOne CAD and Mobile System issues had contributed to the delays in the implementation of the PremierOne Records System at TPD. The letter also requested certain financial considerations from Motorola as a result of the system performance issues and related impacts. Based on discussions with owner staff, Motorola did not submit a written response to the letter but did engage in discussions

with the owners on those matters. No agreement providing reimbursement to the owners was reached.

- Subsequent to the June 24, 2014, letter and resulting discussions with Motorola, the owners (through the City) developed and provided Motorola on October 16, 2014, a proposed contract amendment that would establish terms and conditions for satisfactory resolution of the system performance issues and provide a course of action in the event those issues are not timely resolved. Among other provisions, the proposed amendment provides that the PremierOne CAD and Mobile System must be operating properly without issues no later than June 30, 2015, or the owners may elect to procure a different CAD system from another supplier; and, if that option is elected, that Motorola will (1) continue to support the PremierOne CAD and Mobile System until a new system is installed and accepted by the owners and (2) refund the entire contract price to the owners. The proposed amendment also provides that if the owners retain the PremierOne CAD and Mobile System, Motorola would fund a system administrator to be hired by the owners for that system. (A system administrator position was not anticipated as needed when the system was initially acquired.) Correspondence dated December 2, 2014, from Motorola indicated that Motorola may not be agreeable to the terms of the proposed amendment. Motorola contended that based on certain contract provisions, the owners have granted "final acceptance" of the new system. However, the owners maintain that no formal "final acceptance" has been granted by the owners as provided in the contract and Motorola has not billed the owners for amounts due upon the granting of that final acceptance. (As of February 25, 2015, negotiations between Motorola and the owners were still ongoing.)

*The owners provided Motorola a proposed contract amendment in October 2014 that would establish terms and conditions for satisfactory resolution of system performance issues and provide a course of action if issues are not timely resolved.*

*As of late February 2015, negotiations between the owners and Motorola were still ongoing.*

*We surveyed five other dispatch agencies that implemented the Motorola PremierOne CAD and Mobile System.*

**Survey of Other Dispatch Agencies:** As part of our audit we identified and surveyed (by phone) five other dispatch agencies across the nation that also implemented a version of the Motorola PremierOne CAD and Mobile System. We asked questions to determine their experiences with the implementation and use of that system at their dispatch agencies. When available, we also reviewed information found online regarding the surveyed dispatch centers and their experiences. The experiences and responses varied, as shown in Table 2 below.

**TABLE 2**  
**Survey and Research of Other Dispatch Agencies**

		Kent County Michigan Dispatch Authority (serves two dispatch centers)	Dakota Communications Center (serves 11 municipalities and related county; located in Minnesota)	City of Ventura, California Police Department Command Center	Metro Nashville Emergency Communications Center (Tennessee)	Will County Illinois 911 System (serves six dispatch centers)
1.	Annual Emergency Call or Incidents (most recent available data)	267,628	172, 356	82,000	Greater than one million	700,000
2.	Service Agencies Dispatched	Fire, Police, and Sheriff	Fire, Police, Sheriff, Medical	Police	Police, Fire, and Medical	Police, Sheriff, Fire, Medical, and Forestry
3.	System Implemented	CAD and mobile	CAD and mobile	CAD and mobile	CAD only (retained existing mobile system)	CAD and mobile
4.	Date System Implemented (Cutover Date)	December 2012	December 2011	2009	September 2010	November 2014
5.	Description of Experience with Implementation	“Rough start but all problems eventually resolved.”	Because of major system stability issues, the system was discarded subsequent to implementation; the dispatch center reverted back to the former CAD system.	Overall the implementation went well; only experienced normal and expected issues for a new system.	Good experience with no unexpected circumstances.	“OK” but experienced intermittent system slowness that cannot be explained; also one system interface does not work correctly.
6.	Experience System Stability Issues	YES – Temporary system outages and work stations freezing up; last outage a few months ago but outages are not as frequent as they once were.	YES – Slow system response times and complete system failures (outages).	NO	NO	YES – System intermittently slow (but no outages).
7.	Motorola work to resolve issues	YES – Motorola helped to resolve issues.	Not addressed, but based on dispatch agency meeting minutes, there was significant frustration with the system.	YES - all issues resolved within 4 months.	YES – Motorola worked well to address issues.	YES – But not as responsive as agency would like.
8.	System currently stable and working properly	YES – Not as many stability issues; but still an occasional	Not Applicable.	YES	YES	Not determinable at this point as just cutover to system in

		freezing up of workstations; last temporary outage occurred three months ago.				November 2014.
9.	Satisfied with the system	YES, but frustrated with some of the stability problems and length of time to resolve technical problems.	NO – System discarded.	YES	YES	Not sure at this point as just cutover to system in November 2014; however, so far the system is not as stable as the former system.
10.	Rating of system performance on scale of 1 to 10 (with 1 the lowest level of satisfaction and 10 the highest level of satisfaction)	5	System discarded.	8 to 9	9	6.5 (At this point)

As shown by the table, there were mixed results and reactions by the five surveyed agencies. Two of the agencies indicate their implementation went well and that, overall, they are satisfied with system performance. Two other agencies indicate that, while they are somewhat satisfied, there have been significant system performance issues. The last agency was dissatisfied with the system and discarded it after incurring significant performance issues and reverted back to its former CAD and mobile system. In conclusion, there are other dispatch centers within the country that have incurred significant performance (system stability) issues with their Motorola PremierOne CAD and Mobile System that are similar to the issues experienced by the Tallahassee-Leon County CDA. From the information available to us, we could not determine why some jurisdictions reported problems similar to those experienced by the CDA, while others did not. However, the different operating environments within the surveyed agencies likely impacted whether significant system performance issues occurred or did not occur. For example, different levels of activity (e.g., number of incidents processed) as well as different configurations, and functionality may have impacted whether system performance issues occurred in the surveyed agencies.

*Our survey showed some other public dispatch agencies experienced similar system problems as the Tallahassee-Leon County CDA while other agencies did not.*

*Owner project staff reviewed implementation of the new Motorola CAD system by another customer.*

[NOTE: The Motorola PremierOne CAD and Mobile System is a relatively new product. The first agency in the nation to implement the system was the City of Ventura, California Police Department Command Center in 2009. The second was the Metro Nashville Emergency Communications Center in 2010. Both were included in the surveyed agencies as shown in Table 2 above. As part of its risk assessment for implementation at the CDA, owner project staff traveled to Nashville, Tennessee in December 2012 to review the implementation of the Motorola PremierOne CAD System by the Metro Nashville Emergency Communications Center. As shown in the table, that agency, as well as the City of Ventura, did not experience significant technical or performance issues. Also, as previously noted in this report, the owners (City, County and Sheriff) executed the contract for the PremierOne CAD and Mobile System in December 2010. Implementation by other agencies that experienced significant technical issues as shown in the table occurred after the owners executed the contract with Motorola and commenced implementation of the new system at the CDA. Accordingly, it was not possible for the owners to have benefitted from additional reviews of other agencies' experiences with the new system prior to the acquisition of the new system. Our survey and research of the other agencies was done for informational purposes only.]

*Enhanced testing may have identified the significant performance issues prior to cutover to the new system.*

**System Testing:** As required by the contract, system testing was done throughout the implementation. Included in that testing was a final test on September 11, 2013, (six days prior to cutover) involving emergency calls to multiple responding units to ascertain whether the system would properly function. As asserted by City ISS Project staff and documented in project records, that testing did identify some performance and functionality issues but those issues were corrected prior to cutover. However, those and other tests done throughout implementation of the system did not identify the significant system stability and functional issues subsequently experienced by the CDA. Many of those issues did not surface until the system had been running for an extended period, thereby indicating the performance issues may be attributable to the capability of the new system to efficiently and effectively process the data load (data volume) under which the CDA operates.

We acknowledge that it is not practicable or reasonable to take a significant number of responding units out of service to allow "load testing" for an

extended period of time. Notwithstanding that circumstance, appropriate load testing in a simulated environment prior to cutover to the new system may have disclosed the potential for the significant performance issues that occurred after cutover.

**System Selection:** In the fall 2010 evaluation of what systems should be installed at the new Consolidated Dispatch Center (CDA), owner representatives (i.e., staff from the project team and affected owner departments) determined the former Motorola CAD system used by TPD for law enforcement and fire services had performed adequately and satisfactorily. The owner's representatives understanding at that time was the CAD system as used by TPD was being discontinued and replaced with a newer version of that system (PremierOne CAD System). It was the owner representatives understanding that the new version was an upgrade to the current system and not a new product (system). Accordingly, based on Motorola's proposal to implement the new version at the CDA and a third-party consultant's recommendation in 2008 to implement a Motorola CAD System as used by TPD (see page 42 of this report), the owner representatives recommended and the City Commission approved implementation of the PremierOne CAD System at the CDA.

*Hindsight shows that a different process would have been more appropriate for the identification and selection of the most appropriate CAD system for the CDA.*

Owner representatives determined subsequent to contract execution that the new PremierOne CAD system, in their opinion, should be more accurately described as a new system, and not an upgrade to the former CAD system as used by TPD. That determination was made in early 2012 when Motorola began providing training to owner project staff on how to configure and provision the PremierOne CAD system at the CDA. At that point, the contract had been executed and the system purchased. As indicated in Tables A, B, and C on previous pages of this report, significant stability and functionality issues occurred subsequent to the implementation of the PremierOne CAD system at the CDA.

In hindsight, had the owners been aware that the system was more than a typical upgrade to the former CAD system used by TPD, a different risk analysis and selection process would have been appropriate. Specifically, under those circumstances, we believe it would have been more appropriate for owner representatives to have considered additional systems for implementation at the CDA, and to have issued a formal request for

proposals (RFP) from vendors capable of providing such systems. We acknowledge that, if a RFP process had been followed, it is possible the Motorola PremierOne CAD and Mobile System may still have been selected based on information available at that time. Notwithstanding that circumstance, if a RFP process had been followed the owners could have, in essence, acknowledged and better addressed the risk associated with implementation of a “new” and relatively unproven system. Additionally, the owner’s would have been afforded the opportunity to identify and consider alternative systems for implementation.

*Because of the significant system issues the owners have not provided final acceptance of the system.*

**Audit Conclusions and Recommendations:** In summary, it can be concluded that the owners acquired in December 2010 a new system product for the CDA that had not been fully proven by Motorola through extensive experience acquired through multiple implementations. PremierOne CAD and Mobile System technical issues have adversely impacted the CDA’s ability to efficiently and effectively receive and dispatch emergency calls. In some instances, the system has temporarily “crashed” and the CDA had to use a backup process where call takers record pertinent incident information on white cards and deliver those cards to the dispatchers. As a result of the performance issues, the owners have not granted Motorola final acceptance of the system. The owners and Motorola have committed additional resources to address and rectify those issues. Notwithstanding those actions, resolution and correction of the issues has been difficult and time consuming.

Appropriate load testing in a simulated environment prior to cutover to the new system may have detected at least some of the technical issues adversely impacting system performance. Also, hindsight shows that if the owners had known that the acquired system was new and relatively unproven, an enhanced risk analysis would have been warranted and likely resulted in more systems being identified and considered through a competitive selection process.

*The owners should continue working with Motorola to resolve remaining system issues.*

As of the end of our audit fieldwork in mid-December 2014, there was indication many of the technical issues appear to have been resolved by Motorola as there have been no reoccurrences since corrective actions were taken for those issues. *(Note: On December 26, 2014, subsequent to our audit fieldwork, another system outage occurred. That outage was*

attributed to “human error” on the part of Motorola staff when performing system maintenance.) We recommend the owners continue to work with Motorola to resolve remaining technical and performance issues. In the event the significant issues are not resolved in the near future and/or additional significant system stability or functional issues occur or reoccur, we recommend the owners negotiate a fair and appropriate contract amendment providing for (1) a deadline for resolution of remaining system performance issues; (2) restitution to the owners for any adverse financial impacts resulting from the system performance issues (e.g., cost of a system administrator position to manage the system after Motorola technical staff are no longer onsite); and (3) a remedy in the event the owners determine it is in the CDA’s best interest to discard the PremierOne CAD and Mobile System and acquire and install a replacement system, to include Motorola providing continued support of the PremierOne CAD and Mobile System until such time a replacement system is in place and operational.

*If system issues are not resolved in the near future, the owners should consider seeking contractual remedies.*

Additionally, if the outcome of those efforts are not successful and system instability issues continue, the owners should consider exercising their right to submit a claim to the applicable surety company invoking the provisions of the contractually required performance bond that guarantees Motorola’s performance (i.e., to provide an acceptable system). Provisions of that bond provide for reimbursement to the owners if Motorola defaults on the contract.

*Consideration should be given to using a qualified third-party consultant to assist in future implementations of critical systems.*

In future circumstances where systems critical to the public’s health, safety, and welfare are being acquired and implemented, we also recommend the owners:

- Consider hiring a qualified third-party consultant to assist designated project staff oversee and administer the implementation and configuration of the system, to include assistance in the development and performance of adequate and appropriate testing of the system.
- Conduct enhanced determinations and risk analyses as to the systems (products) available and the proven performance (“track record”) of those available systems; and, use the information obtained in those determinations and analyses as part of the process in identifying and selecting the “best” system.

*A formal competitive selection process should be used for future systems.*



- Use a formal competitive selection process (e.g., RFP process) to identify and select the “best” system.

***TPD Records  
System Delays***  
(Audit Objective No. 2)

*The City’s contract for the new TPD Records System provided for Motorola to complete installation and cutover by December 31, 2011.*

**Overview:** The second objective of our audit was to determine the impact technology issues pertaining to the new CAD system implemented at the CDA, as described in the preceding section of this report, had on the implementation of the new Motorola Records System purchased for TPD. That objective also included a determination of any adverse financial impacts to the City as the result of any delays in implementation of the new Motorola Records System at TPD. The Records System is to be interfaced with the CAD system and used by TPD for various purposes, including research, investigations, and reporting.

As previously stated in this report on pages 44 and 45, the City executed a contract with Motorola in December 2010 for the acquisition of a new Records System for TPD. That new system, the “PremierOne Records System,” was to replace the existing TPD Records System, also a Motorola system known as “Infotrak.” The contract cost for the new system was \$499,855. The initial contract provided for the installation and implementation of the new system to be complete, and cutover from the old system to occur, by December 31, 2011. The initial contract established deliverables and milestones, that when provided and reached would allow Motorola to generate invoices for performance to date and corresponding payments by the City. Those deliverables and milestones are represented in the following table.

TABLE 3 PremierOne Records System Contract Deliverables and Milestones				
Deliverable/Milestone		Payment Due Upon Completion		
			Initial Contract Payments Including Equipment Cost with Payments	Adjusted Payments after Change Order Providing Payments for Equipment Pursuant to a Separate Lease-Purchase Agreement
1	Contract Execution	10%	\$49,985	\$30,000
2	Acceptance of Functional System Description, Interface Requirements Document, & Cutover Plan	15%	\$74,979	\$45,000
3	Delivery of Software for Training	15%	\$74,979	\$45,000
4	Delivery of Hardware	15%	\$74,979	\$45,000
5	Installation of Hardware	10%	\$49,985	\$30,000
6	Installation of Software	10%	\$49,985	\$30,000
7	Completion Live Cut to New System	20%	\$99,970	\$60,000
8	City's Final Acceptance	5%	\$24,993	\$15,000
	Total Contract Price		\$499,855	\$300,000

NOTE: Equipment Costs of \$199,855 to be paid in three annual installments starting in May 2013.

*Change orders were executed that revised the contract completion date.*

Change orders to the initial contract were subsequently executed. The first change order, executed in June 2011, extended the completion date to February 29, 2012, due to delays in the City's ability to schedule the initial kickoff meeting with the contractor and to accommodate changes in the terms for the City's financing of the applicable equipment. Regarding the latter, the City and Motorola executed an additional agreement in May 2011 whereby the City would acquire the equipment for the new system (valued at \$199,855) through a three-year lease-purchase agreement with Motorola. Upon execution of that agreement, the remaining contract balance of \$300,000 was to be paid upon the delivery/completion of the respective deliverables and milestones as shown above in Table 3.

Due to project delays, a second change order was executed in October 2012 that acknowledged a revised completion date of April 30, 2013.

As of October 10, 2014, deliverables represented by milestones one through six had been provided by Motorola and the City had made corresponding payments. Those deliverables and payments are shown in the following table.

Deliverable/Milestone		Payment Date and Amount	
1	Contract Execution	July 2011	\$30,000
2	Acceptance of Functional System Description, Interface Requirements Document, & Cutover Plan	September 2013	\$45,000
3	Delivery Software for Training	December 2011	\$45,000
4	Delivery of Hardware	December 2011	\$45,000
5	Installation of Hardware	December 2011	\$30,000
6	Installation of Software	December 2011	\$30,000
7	Completion Live Cut to New System	Not Paid As Cutover to New System Not Yet Occurred	
8	City's Final Acceptance	Not Paid as New System Not Yet Accepted	
	Total Paid as of October 2014		\$225,000
	Total Not Paid		\$75,000

NOTE: Equipment Costs of \$199,855 to be paid in three annual installments starting in May 2013.

In addition, the first annual payment for the equipment acquired under the lease purchase agreement had been made. That payment, in the amount of \$74,154 (representing principal of \$59,291 and interest of \$14,864) was made in May 2013.

**Implementation Delays:** As of December 2014, the City and contractor (Motorola) were still in the process of implementing the PremierOne Records system for TPD. The hardware, equipment, and software for that new system was delivered and installed by December 2011 (see Table 4 above). However, full implementation and cutover to the new system from the current system (Motorola "Infotrak") had not occurred, over three years after the initial intended completion date. Based on our discussions with City project staff and observations of records as provided by City staff, the delays in completing the implementation of and cutover to the new records system are attributable to several factors, including the following:

- **City Scheduling and Equipment Financing:** The City requested a delay in scheduling the initial kickoff meeting with the contractor, in part due to the need to complete terms for the City's financing of the applicable equipment. Those terms were completed and the equipment financed in May 2011, and resulted in the project completion date being extended by two months (December 2011 to February 2012).

*As of December 2014 installation of the new Records System had not been completed.*

*Implementation delays are attributable to multiple factors.*

- TPD Property and Evidence Interface: City staff requested Motorola to establish an additional interface between the new PremierOne Records System and the TPD Property and Evidence application.
- CAD Interface: Motorola did not timely complete an interface between the new PremierOne Records System and the former CAD system. As contractual terms provided for the new PremierOne Records System to be implemented and in use prior to the PremierOne CAD and Mobile System, that temporary interface was necessary to allow (1) incident information recorded in the former CAD System to be recorded in the Records System and (2) for mobile clients (e.g., police officers with laptops in their vehicles) to access information recorded in the Records System. By the time Motorola completed the design and testing of that temporary interface, the former CAD system was in the process of being replaced by the new PremierOne CAD and Mobile System, and the dispatch function at TPD was being transferred to and incorporated into the consolidated dispatch function at the City-County Public Safety Complex (i.e., Consolidated Dispatch Agency or CDA). Accordingly, Motorola expended time and resources in establishing an interface that will never be used.
- CopLogic Interface: CopLogic is an online application that allows citizens to report crime incident information to TPD. An interface between CopLogic and the PremierOne Records System is necessary to allow the inclusion of citizen information in TPD records. That interface still has not been completed. According to City project staff, the delay in completion of that interface is attributable to Motorola. According to City project staff, Motorola provided documentation to the CopLogic vendor so as to allow the vendor to redesign the CopLogic data files to properly interface with the new PremierOne Records System. However, according to City project staff, the documentation provided by Motorola was not adequate to allow the CopLogic vendor to properly redesign its data files. City project staff detected the problem in connection with the City's testing (quality assurance) process. Motorola is currently working to resolve the underlying issues. City project staff indicated some, but not all, of these issues have now been resolved.

*Interface issues have delayed project completion.*

- Automated Mobile Client Update Feature: Part of the functionality of the purchased PremierOne Records System was an automatic update for mobile clients (e.g., laptops in police vehicles) such that when the system is upgraded, the applications within those mobile clients will be automatically updated in the field (i.e., while in service). Accordingly, this feature would preclude police officers from having to temporarily take their vehicles out of service for an upgrade to be made, and thereby allow more officer time to be spent in serving the community. During the implementation process, testing showed this functionality did not work. While the functionality is now working, approximately a year elapsed before the underlying issues had been corrected.
- Uniform Crime Reporting (UCR) Requirement: TPD is required to periodically report crime statistics and data to the Florida Department of Law Enforcement (FDLE). The crime statistics and data to be reported are to be extracted from the TPD Records System. Accordingly, a functionality of the purchased PremierOne Records System is to generate statistics and data in a proper format for export and submission to the FDLE. When City project staff first reviewed and tested this functionality, they determined the system did not provide the capability for TPD staff to generate and review the statistics and data before submission to FDLE. The system only allowed TPD staff to submit the information without a review. While Motorola indicates this issue has subsequently been corrected to allow TPD to review the statistics and data before submission to FDLE, TPD project staff had not yet tested and validated the correction as of October 2014.
- Sealing and Expunging Data: Court orders are sometimes issued that require certain data in a police department's records to be sealed or expunged. Data that is "sealed" may be retained in the applicable records system but the data must be protected so that it is not disclosed to the public or other unauthorized persons. Data ordered "expunged" is to be deleted from the records. Testing of the PremierOne Records System identified issues with system functionality applicable to the sealing and expunging of data. Specifically:

*Functionality issues have delayed project completion.*

- Initially, the system allowed data to be “sealed” but did not provide the ability to seal a person’s identify within a record or to exclude sealed data from reports generated by the system. Those issues were subsequently addressed and corrected by Motorola through a system “workaround.”
- The system currently provides for expunged data to be removed from the primary database and placed on a separate database within the system. Because the data is still stored within the system it is not considered legally expunged. Motorola was still working to correct that issue.
- Data Conversion: A major ongoing issue impacting the timely implementation and cutover to the new PremierOne Records System is the conversion of data from the existing records system to the new PremierOne Records System. According to project staff, Motorola did not start the data conversion process in a timely manner. Specifically, the conversion efforts did not start until winter 2014, over three years after the contract for implementation was executed. Additionally, as explained by City project staff, the conversion process as initially started by Motorola was inefficient (e.g., slow and inadequate due to a lack of committed resources). Based on concerns expressed by City management and project staff, Motorola subsequently committed additional resources to the data conversion process. The conversion was still ongoing and had not been completed as of the end of our audit fieldwork in December 2014. (NOTE: One issue was identified through the City’s quality assurance process that remains to be resolved in regard to data conversion. Specifically, when information on a person is requested through the new PremierOne Records System, that system currently pulls up the “oldest” information on the person instead of the most recent information. To be effective and efficient for officers in the field, the system should provide the most recent information on a person.)
- Geofile Validation: This is a functionality being provided by the PremierOne Records System that allows system users, such as police officers or investigators recording or researching incident information, to enter, select, and verify the address of the applicable person or

*Motorola’s delay in converting data from the existing TPD Records System to the new PremierOne Records System also is delaying completion of the project.*

location. This functionality provides for a more efficient determination and recording of addresses and helps ensure accurate addresses are recorded and/or located when researching a case or incident. While this functionality worked in earlier versions (releases) of the product being tested at TPD, it was not working in the current version.

- Inability to Login after Product Upgrades: Currently, when the PremierOne Records System is upgraded (e.g., for a new version installed to correct identified problems and/or to improve functionality), system users are not able to log back into the system without intervention by Motorola. This issue must be addressed and corrected prior to the system going live so as to preclude the inefficiency of requiring, each time an upgrade is implemented, a third-party (Motorola) to make system adjustments before system users can re-access the system. The most efficient (and normal) process is for users to be able to log back into the system immediately after an upgrade is made, without any required third-party intervention.
- Subscription Email Function: This function allows a PremierOne Records System user (e.g., officer or investigator) to be informed by email each time another system user accesses specific information recorded in the system. For example, if a user is investigating a specific person and a second user subsequently records new information in the system about that person, an email can be automatically sent to the first user informing them of the new information. This functionality therefore facilitates increased awareness of new case/incident information among officers and investigators. This functionality still had not been established in the current version of the new PremierOne Records System.

*Circumstances indicate Motorola did not dedicate adequate resources to the project.*

City staff indicated that the project delays were primarily attributable to Motorola, although there had been a lack of City resources at specific times during the earlier phases of implementation. Most of the above-described instances indicate that Motorola likely did not dedicate adequate resources and efforts to the PremierOne Records System Project.

*The project was further delayed due to the implementation of the new CAD and mobile system at the CDA.*

*The current planned completion date for the new Records System is the summer of 2015.*

*We determined the adverse financial impacts to the City as the result of the delays in completing installation of the new Records System.*

Because the previously noted issues resulted in Motorola's inability to complete implementation prior to the implementation of the new dispatch system (PremierOne CAD and Mobile System), the City executed a third change order in May 2013 that again delayed the planned implementation of the new records system until July 2014. That delay was enacted so as to preclude an overlap in the completion and cutover to the new dispatch system (i.e., the City and Motorola determined implementing both systems concurrently in the fall of 2013 to be too risky due a finite amount of resources to address any resulting cutover issues).

Subsequent to the implementation and cutover to the new dispatch system, efforts to complete the implementation of the new TPD Records System resumed. Yet, as noted, the described issues continue to preclude completion and cutover to the new records system. City staff and Motorola now indicate that implementation and cutover are anticipated by the end of summer of 2015.

**Financial Impact Attributable to the Delayed Implementation:** As part of this audit we determined the financial impact to the City of the delays in the implementation of the Motorola PremierOne Records System. Those impacts are based on the assumption that Motorola should have been able to complete the implementation, with a successful cutover and final acceptance from the City, by December 31, 2012; which is two years after the initial contract for implementation was signed and one year beyond the initial contracted completion date of December 31, 2011. Accordingly, the estimated impact is based on the fees and costs applicable to the period January 1, 2013, through September 30, 2014. Those impacts are as follows:

- Continued fees (valued at \$265,800) paid by the City to a vendor for an application that allows officers to use their vehicle mobile units to interact (obtain and transfer information from and between) with the existing TPD Records System (Motorola Infotrak System). That separate application will no longer be necessary under the new PremierOne Records System as that system will be configured to interact directly with the mobile units.



- Lost investment earnings on funds paid to Motorola during the initial stages of the project that could have been deferred to later dates had the City known there would be significant delays. (Valued at \$3,100.)

In addition to those incremental costs totaling \$268,900, we determined based on information provided by TPD and the ISS department, that staff time devoted to the project that could have been spent on other projects or activities was valued at \$20,200.

Those direct (incremental) and indirect (staff time that could have been spent on other projects) costs incurred by the City as a result of the delays total \$289,100. That amount is offset by the following additional fees that were waived or costs that were avoided due the delayed implementation:

*Adverse financial impacts  
were calculated as  
\$148,531.*

- Maintenance fees in the amount of \$100,569 on the current “Infotrak” system that were waived by Motorola subsequent to May 31, 2012, pursuant to a change order executed for the contract with Motorola for implementation of the Motorola PremierOne Records System. (The \$100,569 covers the period January 1, 2013, through September 30, 2014.)
- A net increase in annual maintenance fees of approximately \$40,000 that would have been paid had the new system been implemented by December 31, 2012 (i.e., maintenance fees under the new Motorola PremierOne Records System will be more than the annual maintenance costs for the current “Infotrak” system).

Those fees waived and costs avoided totaled \$140,569. Accordingly, based on the assumption the new system should have been completed by December 31, 2012, the City incurred, as of September 30 2014, a net adverse financial impact in the amount of \$148,531 (\$289,100 less \$140,569) because of the implementation delays.

**Audit Conclusions and Recommendations:** Implementation of the new TPD Records System has been significantly delayed. Based on information obtained from knowledgeable City staff, that delay is attributable to several factors. The delay in implementation precludes the City from achieving the efficiencies that should be available from the new Records System. In addition, the delay has resulted in adverse financial impacts in the amount of \$148,531 as of September 30, 2014. We recommend that City

*The City should monitor Motorola's efforts to complete the implementation and consider actions if those efforts are not successful.*

management and project staff continue to monitor Motorola's efforts to resolve those issues delaying implementation and continue to work with Motorola to help facilitate installation and cutover to the new system. Also, the City should consider seeking financial restitution from Motorola for the adverse financial impacts incurred by TPD as a result of the delays. As a last resort, the City should consider legal actions for breach of contract in the event Motorola does not complete installation and achieve the City's final acceptance within a reasonable period.

***Contract Payments,  
Compliance, and  
Adequacy  
(Audit Objective No. 3)***

Our third audit objective was to evaluate the contracts executed with Motorola for (1) the CDA's PremierOne CAD and Mobile System and Radio Equipment and (2) TPD's PremierOne Records System. Included as part of this objective was a determination of contract compliance regarding deliverables and payments for services, as well as the adequacy of contractual terms and conditions. Change orders that revised the initial terms and conditions of the contract were also reviewed.

**Contract - Implementation of New CAD and Mobile System and Related Radio Equipment**

**Overview:** As previously noted within this report, the owners executed a contract with Motorola in December 2010 for the acquisition of a new CAD system and radio equipment for the recently created CDA. The new CAD system was the "PremierOne CAD and Mobile System." The contract cost for the CAD and mobile system component was \$1,293,025. The contract cost for the radio equipment was \$1,145,655. The initial contract provided for Motorola to complete the installation and achieve final acceptance from the owners by June 2013. The new system was installed and placed into operation (cutover) on September 17, 2013. Final acceptance for the radio equipment was provided by the owners during the summer of 2013. Change orders to the executed contract extended the date for final acceptance of the CAD and mobile system component to September 2014. However, due to ongoing system performance issues described earlier in this report, final acceptance of the CAD and mobile system component has not been provided by the owners.

*We evaluated the contract for the new CAD system for compliance and adequacy of terms and conditions.*

We evaluated contract activity to determine whether required deliverables were provided and payments were made in accordance with contractual terms and conditions. We also reviewed the adequacy of the contracts terms and conditions as they pertain to the system performance issues described earlier in this report. Additionally, we identified and reviewed change orders that revised the initial contract terms and conditions to determine if the change orders were reasonable, justified, and properly approved and executed.

*Contractual payments were made only after verification that related deliverables were provided.*

**Contract Deliverables and Payments:** We found the City, on behalf of all owners and the CDA, paid for contract deliverables only after evidence was obtained that the respective deliverables had been provided and the related milestones met. The status of contract deliverables, milestones, and related payments are shown in the following tables.

<b>TABLE 5</b>				
<b>PremierOne CAD and Mobile System Contract Deliverables and Milestones</b>				
Deliverable/Milestone		Payment Due Upon Completion		Deliverable Provided and Payment Made ( <i>Payment Date</i> )
1	Contract Execution	10%	\$129,302.50	Yes ( <i>May 2011</i> )
2	Acceptance of Functional System Description, Interface Requirements Document, & Cutover Plan	15%	\$193,953.75	Yes ( <i>February 2014</i> )
3	Delivery of Software for Training	15%	\$193,953.75	Yes ( <i>April 2013</i> )
4	Delivery of Hardware	15%	\$193,953.75	Yes ( <i>April 2013</i> )
5	Installation of Hardware	10%	\$129,302.50	Yes ( <i>February 2013</i> )
6	Installation of Software	10%	\$129,302.50	Yes ( <i>February 2013</i> )
7	Completion Live Cut to New System	20%	\$258,605.00	Yes ( <i>February 2014</i> )
8	Owners' Final Acceptance	5%	\$64,651.25	NO ( <i>Note A</i> )
	Total Paid To Date			\$1,228,374.25
	Total Contract Price			\$1,293,025.00
	Remaining Payments			\$64,651.25

*Note A: Owners have not provided final acceptance of the system due to ongoing performance issues.*

<b>TABLE 6</b>				
<b>Radio System Contract Deliverables and Milestones</b>				
Deliverable/Milestone		Payment Due Upon Completion		Deliverable Provided and Payment Made ( <i>Payment Date</i> )
1	Contract Execution	10%	\$114,565.57	Yes ( <i>May 2011</i> )
2	Completion of Design Review	15%	\$171,848.36	Yes ( <i>February 2013</i> )
3	Shipment of Console and Network Equipment	25%	\$286,413.93	Yes ( <i>August 2013</i> )
4	Shipment of Portable Radios	5%	\$57,282.78	Yes ( <i>August 2013</i> )
5	Completion of Installation of New Hardware	10%	\$114,565.57	Yes ( <i>December 2013</i> )
6	Cutover to New Hardware	10%	\$114,565.57	Yes ( <i>December 2013</i> )
7	Completion of Relocation and Installation of existing Equipment	10%	\$114,565.57	Yes ( <i>December 2013</i> )
8	Cutover of Relocated Equipment	10%	\$114,565.57	Yes ( <i>December 2013</i> )
9	Owners' Final Acceptance	5%	\$57,282.78	Yes ( <i>December 2013</i> )
	Total Paid To Date			\$1,145,655.70
	Total Contract Price			\$1,145,655.70
	Remaining Payments			None
All radio system deliverables were provided and/or installed and verified (tested) as operational and acceptable.				

*We identified concerns regarding certain contractual language.*

**Adequacy of Contractual Terms and Conditions:** We evaluated contractual terms and conditions of the contract as they relate to system performance and completion. We found the terms and conditions, for the most part, to be appropriate. However, we identified the following areas where more appropriate terms and conditions and/or owner actions may have been appropriate, especially in view of the system performance issues described on pages 53 through 75 of this report.

- **Owners' Final Acceptance and Use of the System:** Upon the owners' determination that the new systems are operating as warranted and performance required of the contractor (Motorola) pursuant to the contract is complete, the contract provides the owners are to notify Motorola of their "Final Acceptance" of the systems through written notice. Pursuant to the contract, the owners may withhold five percent of the contract price as retainage until that Final Acceptance is granted. For the new PremierOne CAD and Mobile System, the owners still

have not granted Final Acceptance of the system due to the system performance issues described in previous sections of this report. Accordingly, those terms have resulted in the owners withholding \$64,651 from Motorola to date (see Table 5 above).

A separate section of the contract provides the following:

*“The Owners agree that they will not use the SYSTEMS prior to the DATE of Final Acceptance for any purpose other than training or testing as is authorized in this AGREEMENT without the written consent of MOTOROLA, which consent will not be unreasonably withheld.”*

The CDA began using the system immediately upon the cutover to the system on September 17, 2013. Notwithstanding the system performance issues described in previous sections of this report, use of the system continues as of the end of our audit. Project management indicated that because of an oversight of that contractual provision, the owners did not request or obtain written consent from Motorola to use the system for CDA operations prior to Final Acceptance, which has not been granted by the owners.

*The owners should have established contractual provisions withholding a greater amount of the contract price until final acceptance was provided.*

The above provisions and circumstances resulted in the following two concerns:

Concern No.1: The inadequate performance of a CAD system represents a significant risk to the safety, health, and welfare of the public. Withholding of funds prior to a determination that a new CAD system functions adequately and properly serves as an incentive for a contractor to ensure the system is installed timely and that the system performs as intended. We acknowledge that Motorola appears to be working diligently to resolve the system performance issues. However, we concluded it would have been more appropriate to withhold as “retainage” (pending Final Acceptance) significantly more than five percent of the contract price. A more appropriate percentage, in our opinion, would be in the range of 20 to 30 percent of the contract price.

Concern No. 2: The CDA commenced using the new PremierOne CAD and Mobile System on the date of cutover in September 2013. However, contrary to contractual provisions neither the owners nor the

*The owners and/or CDA should have followed contractual provisions to obtain written consent from Motorola prior to use of the new CAD system for CDA operations.*

CDA requested or obtained written consent from Motorola to use the system for operations although Final Acceptance had not been provided. It could be argued that such consent likely was constructively granted by Motorola, as it did not invoice the owners for payment of the remaining five percent of the contract price (see item 8 in Table 5) or object to the CDA's use of the system. However, requesting and obtaining written consent from Motorola would have eliminated any question as to the appropriateness of invoking other contractual provisions related to liquidated damages and work performance.

- Liquidated Damages: In accordance with good and common business practices, the owners included contractual provisions allowing for liquidated damages to be assessed Motorola in the event the system was not installed and operating adequately by a specified date due to delays attributable to Motorola. Those provisions are:

*“Motorola agrees to provide to the OWNERS completed SYSTEMS, which meet all requirements of this AGREEMENT, on or before the final completion date set forth in the approved Project Schedules. Motorola and the OWNERS agree that timely completion of the SYSTEMS is of critical importance to the OWNERS, that the OWNERS will suffer damages if the SYSTEMS are not completed by such date, and further acknowledge that such damages will be difficult, if not possible, to calculate. In the event Motorola fails to complete the SYSTEMS on or before such completion date, Motorola shall pay to the OWNERS, as liquidated damages and not as a penalty, the amount of \$2,500 per day for every day the SYSTEMS remain incomplete beyond each scheduled final completion date.... Motorola’s liability for liquidated damages ... shall not exceed seven percent (7%) of the Contract Price, as awarded.”*

Based on that provision and the contract price of \$1,293,025 for the PremierOne CAD and Mobile System, the maximum amount the owners could assess as liquidated damages is only \$90,512.

*The amount provided for liquidated damages is not adequate.*

Concern No. 3: The maximum amount accessible as liquidated damages is not significant as it represents only seven percent of the contract price. A higher maximum may have been more appropriate (1) to allow for a more appropriate recovery for damages in the event the owners determine it appropriate to assess liquidated damages and (2) to serve as a greater incentive for the contractor to ensure an adequate system is timely installed and placed into operation.

*Liquidated damages which can be assessed have not been assessed.*

Concern No. 4: As noted previously within this report (see page 84), the final completion date for the PremierOne CAD and Mobile System was extended to September 30, 2014. As also noted on pages 67 and 68 of this report, the owners are currently discussing and negotiating a possible resolution of the matter with Motorola (e.g., through a change order or contract amendment) that potentially could provide financial payment from Motorola to the owners as a result of the significant system performance issues experienced by the CDA and described in this report. Notwithstanding those circumstances, the owners may still invoke the liquidated damages provisions and assess Motorola an amount up to \$90,512 as an adequately performing system was not installed by September 30, 2014. To date that action has not been taken.

Change Orders: As of September 23, 2014, a total of nine change orders to the initial contract for the PremierOne CAD and Mobile System and related radio system equipment had been executed. Of those nine change orders, six resulted in additional services and related costs that totaled \$158,508; the other three change orders resulted in modifications to services or equipment but did not result in changes in costs.

*All owners did not participate in the execution of contractual change orders.*

Concern No. 5: Our review of those nine change orders showed six were executed by both a City and County/Sheriff's Office representative (i.e., designated City and County/Sheriff's Office project managers or their respective supervisor) and Motorola. However, the three remaining change orders were approved and executed only by the City and Motorola, with no documented approval or execution by a representative from the County and/or Sheriff's Office. Those three change orders included additional services for installation and

configuration of the new servers into a new rack at the Public Safety Complex and for additional functionality and interfaces for the Fire Department. Each of these change orders increased the project costs (total increases of \$92,287). As the initial contract was approved and executed by the City, County, and Sheriff's Office, there was no apparent authority for the City to approve and execute the three contract change orders without the documented involvement and approval of the County and the Sheriff's Office. In response to our inquiry on this matter, project representatives of the County and Sheriff's Office indicated they had discussed the applicable change orders with the City representatives prior to the execution of the orders and acknowledged their concurrence with the resulting changes. Notwithstanding that acknowledgement, good business practices provide that, without a formal documented process authorizing one party to execute on behalf of all parties, each change order and/or contract amendment should be executed by each party to the initial contract.

Concern No. 6: As noted above in the previous concern, nine change orders have been executed to the initial contract for the PremierOne CAD and Mobile System and related radio system equipment. Four of those nine change orders authorized additional costs in amounts ranging from \$28,674 to \$39,919. Two more change orders increased costs by \$8,646 and \$21,000, respectively. The remaining three change orders did not increase costs. Each of the nine change orders was executed by a City representative (and County or Sheriff's Office representative in most cases). Those City representatives were designated project managers or their supervisors. The City supervisor executing two of the change orders was the director for the City's ISS Department (i.e., City Chief Information Systems Officer, or CIO). We did not question the reasonableness of any of the executed change orders; however, we did determine there was no clear authority established as to the level of the City employee required to approve and execute those change orders. Under established City procedures for execution of change orders to City capital projects, change orders in excess of \$25,000 must be approved by the City's Procurement Services Division within the City's Department of Management and

*An appropriate approval authority for executing change orders should have been established by the City for this project.*



Administration (DMA), while change orders less than \$25,000 can be authorized by the applicable department director. We recognize the PremierOne CAD/Mobile and Radio System is not solely a City project; instead, it is a project for the benefit of both the City and County. Notwithstanding that circumstance, the City representative responsible for change order approval should have been formally established for this project.

**Audit Conclusions and Recommendations:** The City, on behalf of all owners and the CDA, paid for contract deliverables only after evidence was obtained that the respective deliverables had been provided and the related milestones met. Further, the owners, for the most part, executed a contract with terms and conditions that were in the best interests of the owners and CDA. Change orders that revised the initial contract terms and conditions were generally reasonable, justified, and properly approved and executed. However, concerns in areas relating to certain contract terms and conditions and to execution of change orders were identified. Those concerns are addressed above. To address those concerns we recommend:

**Contract Terms and Conditions:**

- In future contracts for installation and implementation of critical systems impacting the public's safety, terms should be included that provide for a significant percentage (e.g., 20% to 30%) of the contract price to be withheld until the owners have accepted the system as completely installed and working properly and adequately (e.g., operating without significant performance issues).
- In future contracts for installation and implementation of critical systems impacting the public's safety, all applicable contractual terms and conditions should be followed by the owners so as to protect the owners' (and public's) best interest (e.g., obtain or provide written consent or notice for specified actions as provided by contractual terms and conditions).
- In future contracts for installation and implementation of critical systems impacting the public's safety, contractual terms should be established that provide the owners the ability to assess liquidated damages in amounts that provide a greater (i.e., in relation to the current Motorola contract) incentive for the contractor to ensure a

*We made recommendations to address our concerns.*

properly performing system is timely installed and placed into operation.

- The owners should consider invoking the current liquidated damages provisions for Motorola's delays in completing an adequately performing system.

Change Orders:

- Appropriately authorized representatives from each entity (City, County, and Sheriff's Office) should approve and execute each subsequent change order (if any) to the existing contract.
- For those change orders executed to date only by the City and Motorola, documented concurrence and approval should be obtained from the County and the Sheriff's Office as to the additional services and costs.
- In future projects with a nature and characteristics similar to the contract with Motorola (e.g., other entities partnering with the City), we recommend the appropriate authority for approving change orders within the City be established. At a minimum, that approval authority should be the applicable department director, if not the City Manager or other appropriate member of the City's Executive Team.

These recommendations, if enacted, should help ensure the interests of the CDA and owners are properly and adequately considered and protected.

### **Contract - Implementation of New TPD Records System**

**Overview:** As previously noted within this report, the City executed a contract with Motorola in December 2010 for the acquisition of a new Records System for TPD. That new system was the "PremierOne Records System." The contract requires payments totaling \$499,855. The new system was to be installed and placed into operation, with final acceptance provided by the City, by December 31, 2011. That date was amended through change orders to July 2014. As of early December 2014, due to delays explained on pages 77 through 82 of this report, installation of that system had not been completed and cutover had not occurred. The initial contract established deliverables and milestones, that when provided and

*We evaluated the contract for the new TPD Records System for compliance and adequacy of terms and conditions.*

reached would trigger the generation of Motorola invoices and partial payments by the City.

We evaluated contract activity to determine whether required deliverables were provided and payments were made in accordance with contractual terms and conditions. We also reviewed the adequacy of the contract terms and conditions as they pertain to contract performance and timely completion of the system. Additionally, we identified and reviewed change orders that revised the initial contract terms and conditions to determine if the change orders were reasonable, justified, and properly approved and executed.

*Contractual payments were made only after verification that related deliverables were provided.*

**Contract Deliverables and Payments:** We found the City paid for contract deliverables only after evidence was obtained that the respective deliverables had been provided and the related milestones met. The status of contract deliverables, milestones, and related payments are shown in the following table.

<b>TABLE 7</b>			
<b>PremierOne Records System Contract Deliverables and Milestones Received/Paid as of October 2014</b>			
Deliverable/Milestone		Payment Date and Amount	
1	Contract Execution	July 2011	\$30,000
2	Acceptance of Functional System Description, Interface Requirements Document, & Cutover Plan	September 2013	\$45,000
3	Delivery of Software for Training	December 2011	\$45,000
4	Delivery of Hardware	December 2011	\$45,000
5	Installation of Hardware	December 2011	\$30,000
6	Installation of Software	December 2011	\$30,000
7	Completion Live Cut to New System	Not Paid As Cutover to New System Not Yet Occurred	
8	City's Final Acceptance	Not Paid as New System Not Yet Accepted	
	Total Paid as of October 2014		\$225,000
	Total Not Paid		\$75,000
	Total Equipment Costs (See NOTE)		\$199,855
	Total Contract Price		\$499,855

NOTE: Equipment Costs of \$199,855 to be paid in three annual installments. The first installment has been paid.

*Concerns were identified as to the adequacy of contractual terms.*

**Adequacy of Contractual Terms and Conditions:** We evaluated contractual terms and conditions of the contract as they relate to contract performance and timely completion of the system. We found that the contract with Motorola for the PremierOne Records System was executed as an addendum to an existing contract between the City and Motorola for maintenance and support of Motorola systems previously installed and operating at the City (i.e., former CAD system used at TPD and current Infotrak Records System being used at TPD). That existing contract (for maintenance and support) contained terms providing the City could purchase from Motorola new Motorola product releases (e.g., the PremierOne Records System).

We found the terms and conditions, for the most part, to be appropriate in regard to an implementation plan, scope of work to be done, and equipment specifications. However, neither the contract addendum nor the “parent” maintenance and support contract provided certain terms and conditions critical to the protection of the interests of the City.

Concern No. 1: The contract addendum and parent contract did not require Motorola to provide a surety or performance bond insuring the City for the value of the contract in the event of a lack of performance by Motorola. Requiring surety or performance bonds for new projects of this nature is a good and common business practice. For example, had such a surety or performance bond been required, and Motorola was not able to successfully meet its contractual obligation, the City would have been insured and could have filed a claim for damages.

*The contract did not provide for a surety or performance bond and did not provide for liquidated damages.*

Concern No. 2: The contract addendum and parent contract did not provide for the ability of the City to assess Motorola liquidated damages in the event Motorola does not complete the installation and obtain the City’s final acceptance in a timely manner. Such provisions are a good and common business practice (1) to provide an incentive for the contractor to timely complete the project and (2) to protect the interest of the City in the event a contractor does not complete the project in a timely manner. As there are no liquidated damages provisions, the City must seek an alternative recourse to recover additional costs resulting from Motorola’s delays in project completion.

(NOTE: We acknowledge that the contract, as amended by a change order, contained certain financial considerations to the City in the event Motorola did not timely complete installation and cutover of the new system. Specifically, in the event the PremierOne Records System is not timely installed, the contract was amended to provide free maintenance of the current TPD Infotrak Records System. That provision has been enacted as Motorola has not completed installation of the new Records System in a timely manner. Notwithstanding that contractual provision, the incorporation of provisions for liquidated damages is a good business practice that would have provided the City another option for recovery.)

**Change Orders:** As of October 2014, three change orders to the initial contract for the new PremierOne Records System (system) had been executed. The following describes those change orders:

- The first change order was executed in January 2012 and revised the initial contract to provide for the financing of certain system equipment rather than purchasing the equipment outright from Motorola. The change order also extended the required project completion date from December 31, 2011, to February 29, 2012 (two months). The change order justified and explained that extension as attributable to the City's delays in scheduling the project kickoff event with Motorola and in completing the financing terms of the applicable equipment. The change order was authorized and executed by the City Manager and Motorola. It was also approved by the City Attorney's Office as to form.
- The second change order was executed in November 2012 and revised the contractual provisions addressing Motorola's requirement to provide maintenance services on the existing TPD records system (Infotrak) free of charge in the event the new system was not completed on time as specified in the contract. Specifically, pursuant to the initial contract as revised by the first change order addressed above, Motorola agreed to provide ongoing maintenance services to the Infotrak system free of charge if the project was not completed by February 29, 2012. Those services were to be continued free of charge until the date the new system was operational, at which time Motorola would commence the provision of ongoing maintenance services for the new system at

*Three change orders were executed.*

contractually established fees. The second change order revised that contractual provision to provide that, although the new system was not operational and was then planned to be completed by April 30, 2013, the City would continue to pay for the Infotrak maintenance through May 31, 2012 (i.e., provided the City would pay for the maintenance on the existing system for an additional three months). Explanation justifying the City's payment for those services for an additional three months was not provided in the change order. In response to our inquiry on this matter, ISS project staff indicated that Motorola, TPD, and ISS project staff mutually agreed to the change based on the different causes for the project's delay. Unlike the initial change order, this change order was not authorized and executed by the City Manager or her designee but authorized and executed by the ISS manager who supervised the ISS project manager assigned to this project. There was no evidence it had been reviewed by the City Attorney's Office as to form.

- The third change order was executed in October 2013 to further extend the contractual completion date to July 13, 2014. This extension was granted because (1) delays in Motorola's conversion of data in the existing records system (Infotrak) to the new system had, in turn, significantly delayed project implementation, and (2) because of those delays, continued efforts to implement would (at that time) conflict with ongoing efforts by the City and Motorola to complete implementation of the new PremierOne CAD and Mobile System for the CDA. Accordingly, to avoid anticipated complexities and resource concerns if the City and Motorola simultaneously completed implementation of both the new Records System and the new CAD system, a determination was made to further extend the required implementation of the new Records System. Similar to the second change order, this change order was also authorized and executed by the ISS manager who supervised the ISS project manager assigned to this project and not by the City Manager or her designee. There was no evidence it had been reviewed by the City Attorney's Office as to form.

*Adequate justification for certain changes was not documented.*

Concern No. 3: Both the second and third change orders represented significant changes to the basic provisions of the initial contract, in regard to extending the required completion date and in the City's agreement to

pay maintenance fees beyond specified dates. Based on applicable contractual provisions, the second change order resulted in the City paying Motorola an additional \$12,850 that it otherwise would not have been paid. Adequate justification of the revised contract provisions in that second change order was not documented. In response to our request for justification for the second change order, the ISS manager stated that the City was partially responsible for certain project delays at that time due to a required additional interface needed to the TPD Property and Evidence application. The development of that interface delayed the project. Accordingly, the ISS manager indicated he agreed to extend the City's payment for the applicable maintenance services for an additional three months as described above.

*Appropriate authorities did not approve two of the change orders.*

Established City policies and procedures for executing change orders to capital projects require that change orders be authorized by the applicable department director or higher authority. Because of that requirement we question the authority of the ISS manager (opposed to the ISS Director) to approve the second and third changes orders. Additionally, because of the significant impact of those two change orders on contractually-required project completion dates, we question why the applicable ISS manager authorized and executed those change orders without documented concurring approval from the City Manager or her designee (e.g., Director of the Department of Management and Administration). Because of their significance, we also question why approval was not sought and obtained from the City Attorney's Office as to the form and content of these change orders.

*Recommendations were made for future contracts and change orders.*

**Audit Conclusions and Recommendations:** The City paid for contract deliverables only after evidence was obtained that the respective deliverables had been provided and the related milestones met. Further, for the most part, a contract was executed with terms and conditions that were in the City's best interest. Change orders were executed when appropriate to initial contract terms and conditions. However, concerns in areas relating to certain contract terms and conditions and to the execution of change orders were identified. Those concerns are addressed above. To address those concerns we recommend:

- Applicable City management ensure that contracts for future projects contain provisions (1) requiring a surety/performance bond guaranteeing the contractor's performance and (2) the ability of the City to assess liquidated damages in the event the contractor does not complete the project in a timely manner.
- For future change orders, applicable City management ensure (1) the purpose and justification for each change order is properly and adequately documented within the change order, (2) appropriate approvals are obtained from the City Attorney's Office, and (3) the appropriate authority (e.g., City Manager or her designee and department head) approves and executes the change orders.

***Maintenance and  
Support  
Agreements  
(Audit Objective No. 4)***

**Overview:** Our fourth audit objective was to determine if payments for maintenance and support of the various Motorola systems used by the City and the CDA were proper, reasonable, and in accordance with governing contractual provisions.

For the three-year period November 1, 2011, through October 31, 2014, the City paid annual maintenance costs to Motorola for the CAD and Records Systems used at TPD and/or the CDA. (Payments for the CAD system were made by the City on behalf of all owners.) One annual payment was generally made to cover all systems. The three annual payments totaled \$1,026,114.

**Overpayments:** Each of the annual payments was properly supported by maintenance and support agreements that provided detail as to what services were covered and the associated costs. While the three annual payments were for the most part substantiated and proper, we identified the following two instances where a portion of the costs charged and paid were not appropriate based on controlling contractual provisions. Specifically:

**Instance No. 1:** The City's contract with Motorola for the implementation of the new PremierOne Records System provides that if Motorola does not by December 31, 2011, (1) deliver and achieve full and final acceptance regarding the capture and reporting of crime statistics in accordance with State requirements (Florida Uniform Crime Reporting or UCR) and (2) deliver and achieve full functionality of the property and evidence module,

*For the most recent three-year period, payments of \$1,026,114 were paid by the City for maintenance of Motorola systems.*



then Motorola will provide maintenance of TPDs existing Records System (Infotrak) at no cost to the City until the date acceptance and functionality is achieved. Based on an executed change order to the contract, the deadline for delivering and achieving that acceptance and functionality was extended to February 29, 2012. A subsequently executed change order further extended the completion date to April 30, 2013, and provided that Motorola would commence providing maintenance of the City's existing system (Infotrak) at no cost to the City effective June 1, 2012.

At the time of this audit (fall 2014), Motorola had not completed the implementation of the PremierOne Records System, thus the acceptance and functionality regarding uniform crime reporting and property and evidence module functionality had not been achieved and delivered. The delay was attributable to various factors, including Motorola not being able to timely convert the records maintained in the existing system to the new PremierOne Records System. Because of that delay, planned completion of and conversion to the new system was extended further, in part, to preclude the conversion to both that system and the PremierOne CAD and Mobile System concurrently. Specifically, project management decided bringing both systems up at the same time would be difficult to manage and may result in additional risks. Accordingly, the new PremierOne Records System is presently not planned to "go live" (i.e., become operational) until January 2015. (See pages 75 through 84 of this report for additional discussion on the delays.)

*Two instances occurred where the City was invoiced incorrect amounts by Motorola, resulting in overpayments totaling approximately \$50,000.*

Because of these circumstances, and in accordance with the previously described contractual provisions, Motorola stopped charging the City for maintenance and support of the existing Records System (Infotrak). Specifically, maintenance fees of \$55,996 and \$58,796 were waived by Motorola for the two recent annual periods (November 1, 2012, through October 31, 2013, and November 1, 2013, through October 31, 2014). However, we noted that those fees were not waived for the appropriate portion of the prior annual maintenance agreement covering the period November 1, 2011, through October 21, 2012. Specifically, as provided by the executed change order described above, the fees applicable to the period after June 1, 2012, should not have been charged the City. As the fees of \$51,402 for that annual period had been paid by the City in December 2011, the City was, therefore, due a credit of \$21,417,

representing the fees applicable to the period June 1, 2012, through October 31, 2012 (five months of the billing year). No such credit was provided the City.

In response to our inquiry on this matter, Motorola acknowledged the error and refunded the City the \$21,417.

Instance No. 2: The owners' contract with Motorola for the implementation of the new PremierOne CAD and Mobile System provided that Motorola maintenance and support for CAD and mobile services would continue under the existing maintenance agreement until the date of the cutover (go live) to the new system. After the cutover, the maintenance and support services for the new system would go into effect pursuant to a new maintenance and support agreement. The contract provided that costs for the annual maintenance and support services are to be prorated based on the two agreements (one for the former system and one for the new system) covering the year in which the cutover occurs. The traditional annual maintenance period runs from November 1 through October 31 of the subsequent year. Based on the cutover date of September 17, 2013, this means that the maintenance costs for the annual period November 1, 2012, through October 31, 2013, should have been prorated at 11 months under the former agreement and one month under the new agreement (i.e., Motorola prorates costs based on "whole" months).

*The City has been refunded  
the overpayments.*

As was done in former years, the City prepaid in February 2012 the maintenance costs covering the former system for the annual period November 1, 2012, through October 31, 2013. The amount prepaid for those annual maintenance services was \$326,040. That equates to a monthly cost of \$27,170.

In regard to the new system, the City (on behalf of all owners) was invoiced and paid \$337,269 in March 2014 for maintenance services covering the 13-month period October 1, 2013, through October 31, 2014. After adjustments for specific contractual provisions in which certain maintenance services were to be provided free of charge for the first 12 months, the monthly costs applicable to the first year under the new system were \$25,617.

Based on the cutover date of September 17, 2013, (from the former CAD system to the new PremierOne CAD and Mobile System) and the

contractual provisions and calculations described in the previous paragraph, the City should have paid a total of \$324,487 for the period November 1, 2012, through October 31, 2013. The calculations for that amount are shown in the following table.

<b>TABLE 8</b>			
<b>Maintenance Costs Due for Year of Cutover</b>			
	<u>Period</u>	<u>Monthly Rate</u>	<u>Total</u>
Former System	11 months	\$27,170	\$298,870
New System	1 month	\$25,617	\$25,617
TOTAL			\$324,487

However, because the City was not credited for an appropriate amount of the annual amount prepaid in February 2012 for the former system, the City overpaid Motorola for the maintenance services in the amount of \$27,170, as shown in Table 9 below.

<b>TABLE 9</b>				
<b>City Overpayment of Maintenance Costs for Year of Cutover</b>				
	<u>Period Paid</u>	<u>Period Covered</u>	<u>Monthly Rate</u>	<u>Total Paid</u>
Former System	12 months	11-1-2012 through 10-31-2013	\$27,170	\$326,040
New System	1 month	10-1-2013 through 10-31-2013	\$25,617	\$25,617 (NOTE A)
Total Paid				\$351,657
Total Due (See Table 8)				\$324,487
OVERPAYMENT				\$27,170
<i>NOTE A: This was included in the payment of \$337,269 for the 13-month period 10-1-2013 through 10-31-2014.</i>				

*Project managers should enhance efforts to ensure amounts billed and paid are in accordance with governing contractual provisions.*

In summary, Motorola did not properly or accurately prorate the maintenance costs for the annual period in which the cutover occurred, resulting in an overcharge to and overpayment by the City in the amount of \$27,170. In response to our inquiry on this matter, Motorola acknowledged the error and refunded the City that amount, plus an additional \$1,202 (for a total of \$28,372) based on Motorola's independent calculation of the overcharge.

(Note: In addition to the two overpayments noted above, we identified an instance where Motorola did not properly credit the City \$2,500 for maintenance services purchased by the City pursuant to a different City contract for radio equipment. In response to our inquiry on that matter, the City Radio Shop within the ISS department obtained the \$2,500 credit due from Motorola.)

**Audit Conclusions and Recommendations:** For the most part, Motorola invoiced and the City (on behalf of the City and all owners) paid proper and correct amounts for maintenance and support of Motorola systems installed at the City and CDA. However, we identified two instances where Motorola overbilled and the City overpaid amounts totaling \$49,789. We recommend project managers assigned to manage and oversee projects of this nature ensure that amounts billed by and paid to contractors are in accordance with contractual provisions governing fees for services.

## *Policies and Procedures, Training, and Staffing*

*(Audit Objective No. 5)*

*The CDA is in the process of developing and implementing formal policies and procedures.*

The fifth objective of the audit was to evaluate the CDA's policies and procedures, quality assurance and training processes, and staffing. Each of those areas is addressed separately in succeeding sections of this report.

### **Policies and Procedures**

**Overview:** Our review showed the CDA is in the process of establishing comprehensive standards (formal policies and procedures) for the call taking and dispatch functions and for CDA administrative functions. The CDA's goal is to implement policies and procedures which meet the requirements of industry standards, primarily the Commission on Accreditation for Law Enforcement Agencies (CALEA) Standards for Public Safety Communications. There are also additional entities that have established standards or best practices relating to the call taking and dispatch functions. Those additional entities include the (1) International Academies of Emergency Dispatchers, or IAED; (2) Association of Public Safety Communication Officials, or APCO; (3) Commission for Florida Law Enforcement Accreditation, or CFA; and (4) Commission on Accreditation of Ambulance Services, or CAAS.

*CDA management intends for policies and procedures to comply with industry standards; and, to ultimately obtain CDA accreditation from applicable industry organizations based on those policies and procedures.*

CDA management indicated that the CDA policies and procedures are being developed primarily to comply with CALEA standards, as those are the most comprehensive standards (e.g., cover administrative functions in addition to call taking and dispatching activities). Additionally, modeling CDA policies and procedures after CALEA will inherently ensure compliance with many of the standards and best practices established by the other entities. Once the CDA completes its policies and procedures, it plans to apply for accreditation from CALEA. CDA management indicates that CALEA certification (accreditation process) will likely take a couple of years. CDA management indicated that after CALEA certification is obtained, the CDA will pursue accreditation from APCO (primarily telecommunicator training standards) and the Accredited Center of Excellence (ACE) through the IAED. The CDA has already achieved a partnership accreditation through the Center for Missing and Exploited Children (i.e., Amber Alert).

*The CDA management committee is approving policies and procedures prior to submittal to the CDA Board for final approval.*

Pursuant to the governing interlocal agreement, the CDA created a management committee to advise the CDA Board in various areas, including the establishment of policies and procedures. As previously noted in this report, the management committee is comprised of the Tallahassee Police Chief, the Tallahassee Fire Chief, an appointee of the Sheriff, and the EMS Director. Proposed policies and procedures drafted by CDA management are to be reviewed and approved by the management committee. After the management committee approves a proposed policy or procedure, the inter-local agreement provides the proposed policy is to be presented to the CDA Board for review and final approval.

*As of mid-November 2014, 40 policies had been approved by the management committee and placed into operation; additional policies are being developed.*

As of mid-November 2014, we determined that CDA management had developed 40 policies and procedures for which approval had been obtained from the management committee. However, those 40 policies and procedures had not been presented to the CDA Board for approval, although the policies and procedures had been placed into operation. As of that time (mid-November 2014), the CDA had identified an additional 36 areas in which policies and procedures were needed and indicated others would likely be developed in the future. CDA management indicated it plans on submitting completed policies and procedures to the CDA Board for its review and approval starting in the first quarter of calendar year 2015, and to have all policies and procedures developed, completed, and

approved by both the management committee and the CDA Board by the end of summer 2015.

For those areas for which a policy or procedure has not yet been developed and placed into operation, CDA management indicates that the CDA is following applicable policies and procedures of the City (Human Resources and TPD) or the Sheriff's Office. Areas for which formal policies and procedures have not been completed as of the date of our review included, for example, premises hazards, training, and fire dispatching. Regarding call taking and dispatch operations prior to the establishment of the CDA, both TPD and the Sheriff's Office followed Commission for Florida Law Enforcement Accreditation (CFA) standards; in addition, TPD followed CALEA standards.

Table 10 below shows the status of policies and procedures established and under development by the CDA as of mid-November 2014.

*CDA management intends to complete all policies and procedures and obtain CDA Board approval by the end of summer 2015.*

<b>TABLE 10</b>				
<b>Status of Formal CDA Policies and Procedures</b>				
	<b><u>NO.</u></b>	<b><u>POLICY TITLE</u></b> <b><u>(1)</u></b>	<b><u>STATUS</u></b>	<b><u>EFFECTIVE DATE</u></b>
1	101	Organizational Purpose	Issued (2)	4-28-2014
2	102	Member Roles	Draft (3)	NA
3	103	Chain of Command	Issued (2)	4-28-2014
4	120	Accreditation Management	Issued (2)	10-31-2014
5	133	Special Assignments	Draft (3)	NA
6	140	Director Notification	Issued (2)	8-14-2014
7	141	Complaint Investigation Process	Draft (3)	NA
8	215	Written Directives	Issued (2)	4-28-2014
9	232	Jurisdictional Policy	Draft (3)	NA
10	270	Confidential Information	Issued (2)	10-31-2014
11	322	Leave	Issued (2)	8-31-2014
12	328	CISD (Critical Incident Stress Debriefing)	Issued (2)	10-31-2014
13	329	Fitness for Duty	Issued (2)	10-31-2014
14	341	Performance Evaluations	Draft (3)	NA
15	351	Grievance Procedures	Draft (4)	NA
16	362	Appearance	Issued (2)	3-1-2014
17	365	Discipline	Issued (2)	7-30-2014
18	372	Attendance	Issued (2)	10-31-2014
19	380	Rules of Conduct	Issued (2)	4-23-2014
20	381	Reporting for Duty/Shift Change	Issued (2)	4-28-2014
21	382	Personal Conduct	Issued (2)	3-27-2014
22	385	Computer Usage	Issued (2)	10-31-2014
23	410	Employment	Issued (2)	8-31-2014
24	450	Temporary Employment	Issued (2)	10-30-2014
25	460	Home Addresses and Phone Numbers (CDA)	Issued (2)	10-31-2014
26	521	Telecommunicator Certification	Issued (2)	4-28-2014
27	614	Disposal of Sensitive Information	Issued (2)	10-31-2014
28	615	Quality Assurance	Issued (2)	10-31-2014
29	620	Call Taking	Issued (2)	3-1-2014
30	622	Referrals	Issued (2)	3-1-2014
31	623	External Resources	Issued (2)	8-14-2014
32	627	Difficult Callers	Draft (3)	NA
33	628	Missing Persons	Issued (2)	3-1-2014
34	629	Call Taking – Emergency Rule	Issued (2)	4-28-2014
35	634	Towed Vehicles	Draft (3)	NA
36	635	Alarm Response	Issued (2)	3-1-2014
37	636	Vehicle Pursuits Law Enforcement	Issued (2)	4-28-2014
38	641	CDA Access	Issued (2)	4-28-2014
39	642	Evacuation	Draft (3)	NA
40	652	Telecommunications for the Deaf	Issued (2)	4-28-2014
41	654	Audio Recording	Issued (2)	3-1-2014
42	660	Radio Dispatching Law Enforcement	Issued (2)	3-1-2014
43	670	Fire Dispatching	Draft (3)	NA
44	671	Fire Notifications	Issued (2)	10-31-2014
45	672	Fire Airport Instructions	Issued (2)	10-31-2014
46	690	Social Media Usage	Issued (2)	4-28-2014
47	692	Telecommunication Device for the Deaf Testing	Issued (2)	9-30-2014

48	TBD	Fire Volunteers	Draft (3)	NA
49	TBD	Fire Response to Medical Calls	Draft (3)	NA
50	TBD	Motobridge Florida Interoperability Network (6)	Development (5)	NA
51	TBD	Tactical Dispatch Plan	Development (5)	NA
52	TBD	Premises Information	Development (5)	NA
53	TBD	Electronic Tracking Devices	Development (5)	NA
54	TBD	Teletype FCIC/NCIC/JIS (7)	Development (5)	NA
55	TBD	Driver and Vehicle Information Database	Development (5)	NA
56	TBD	Callout Procedures	Development (5)	NA
57	TBD	Cellular Phone Tracing	Development (5)	NA
58	TBD	Emergency Operations	Development (5)	NA
59	TBD	Homeland Security	Development (5)	NA
60	TBD	B.O.L.O.S. (8)	Development (5)	NA
61	TBD	Fiscal Management	Development (5)	NA
62	TBD	Performance Measures	Development (5)	NA
63	TBD	Agency Liability	Development (5)	NA
64	TBD	Records Retention	Development (5)	NA
65	TBD	Supervisor's Daily Log/Shift Summary	Development (5)	NA
66	TBD	Shift Bids	Development (5)	NA
67	TBD	Working Conditions	Draft (3)	NA
68	TBD	Human Resources Policy	Draft (3)	NA
69	TBD	Compensation	Draft (3)	NA
70	TBD	Mandatory Overtime	Development (5)	NA
71	TBD	Recognition and Awards	Development (5)	NA
72	TBD	Pre-Employment	Development (5)	NA
73	TBD	Recruitment	Development (5)	NA
74	TBD	Alcohol and Drugs	Draft (3)	NA
75	TBD	Training	Development (5)	NA
76	TBD	Personnel Early Intervention Program	Draft (3)	NA
NA - Not Applicable as policy and procedure not completed.				
TBD - Policy and procedure number to be determined by the CDA.				
Note (1): To date 76 policies and procedures have been identified for development; additional ones are forthcoming.				
Note (2): Although in place, "issued" policies and procedures have not yet been presented to and approved by CDA Board.				
Note (3): Policy and procedure drafted and being reviewed by CDA staff.				
Note (4): Policy and procedure drafted but not issued or placed into operation until approval obtained from CDA Board.				
Note (5): Policy and procedure being developed or in planning stages.				
Note (6): This relates to a dispatch application.				
Note (7): This relates to querying governmental crime information centers for pertinent information.				
Note (8): This relates to dispatching "be on the lookout for" designated persons or items messages.				

*The delay in completing formal policies and procedures is, in part, attributable to the distraction resulting from system performance issues.*

Concern No. 1: The CDA has not completed development and implementation of all necessary formal policies and procedures and has not obtained CDA Board approval of the policies and procedures which have to date been developed and implemented. This is attributable, at least in part, to the CDA being a relatively new agency and to the technical issues described previously in this report that have consumed resources (e.g., CDA management and staff time) that likely would have been devoted to completion of formal policies and procedures. Notwithstanding these circumstances, the development, review, approval, and effective implementation of formal policies and procedures is an important tool in



ensuring the efficient and effective operation of the CDA's call taking, dispatch, and other operational (as well as administrative) functions.

**Audit Conclusions and Recommendations:** In summary, the CDA is in the process of developing and implementing formal policies and procedures for the operation and administration of the CDA. As of mid-November 2014, 76 planned policies and procedures had been identified with 40 of those placed into operation (although formal CDA Board approval had not yet been obtained). CDA management indicated additional policies and procedures (i.e., in addition to the 76) are forthcoming to provide complete and thorough coverage for all CDA activities and functions. CDA management plans to complete and place into operation all appropriate policies and procedures by the end of summer 2015. CDA management stated that approval of all policies and procedures will be requested from the CDA Board. CDA management also expressed the intent to obtain accreditation from appropriate agencies following the implementation of all necessary policies and procedures. We recommend those efforts be continued. *(NOTE: On January 7, 2015, after the end of our audit fieldwork in December 2014, the CDA requested and obtained the CDA Board's approval for 45 of the policies developed as of that date.)*

*Additional resources were recently committed to help CDA management in the completion of remaining policies and procedures.*

(NOTE: Subsequent to the tragic November 2014 incident in which a Leon County Sheriff's Deputy was killed while responding to a call dispatched by the CDA, the City Manager, through the TPD and Tallahassee Fire Department, assigned 10 additional staff from those departments to assist CDA management in review of policies developed for CDA operations. That additional support should benefit the CDA in completing the development of remaining policies and procedures. Positions from the Sheriff's office and EMS have also been dedicated as liaisons to the CDA and to assist in policy development and review within the purview of their assigned roles.)

## Quality Assurance

**Overview:** As provided by industry standards and good business practices, the CDA has established a quality assurance process for the call taking function. That process, as currently implemented, provides for the following:

*Qualified staff is assigned to perform the QA function.*

- Four qualified CDA staff designated to perform the quality assurance (QA) function. CDA management requires that staff performing the QA function must have at least 18 months experience as a telecommunicator (call taking and dispatching) and must have experience supervising 911 telecommunicators. In addition, QA staff must be certified in the QA function through the International Academies of Emergency Dispatch (IAED). To obtain the IAED QA certification, staff must be certified in fire, law enforcement, and EMS dispatch through the IAED; attend a quality assurance certification course for fire, law enforcement, and EMS; have attended a CPR course within the last two years; and successfully pass the IAED Quality Assurance Exam for each of the three disciplines (fire, law enforcement, and medical services). The CDA requires QA staff to be certified in all three disciplines. Plans are for every supervisor to be QA certified, and qualified staff will rotate every two years, with staff serving in the QA function for two years returning to the telecommunicator supervisory function and new staff being assigned to the QA function.

*A special software application is used in the QA process.*

- Use of a software application (“Aqua”) to extract calls from the system for review by QA staff. Specifically, the Aqua application extracts calls from the triage application (ProQA/Paramount) that interfaces with the PremierOne CAD System. As previously described within this report (see page 33), that triage application provides guidance to call takers with respect to the questions to ask callers in emergency circumstances. The guidance (questions and decision trees) was established by the IAED.
- Selection of a sample of calls that are to be reviewed and graded within 72 hours of the call. The results (graded calls) are to be provided to the applicable shift supervisors for their review. Appropriate actions (e.g., consultations with callers) are to be taken as appropriate. Calls are selected in a judgmental and systematic manner by the QA supervisor such that the work of all call takers are represented as appropriate (as explained below the dispatch process is not subject to QA reviews). Additionally, because the provision of pre-arrival instructions to callers is rare (instructions for CPR, childbirth, etc.), all fire and medical calls with pre-arrival instructions are reviewed.

*Calls are sampled and graded using specific criteria.*

- Grading of sampled calls. Sampled calls are graded to determine whether the call taker (1) asked the correct questions in the correct order based on the circumstances; (2) obtained necessary information and properly recorded that information in the CAD system; (3) made appropriate and correct determinations based on the obtained information and circumstances (e.g., assigned correct code as to specific type of emergency); and (4) delivered an appropriate level of customer service (e.g., calm, pleasant, and reassuring when appropriate).

*The formal QA process addresses call taking but not dispatching.*

Industry standards require the quality assurance function to address both the call taking and dispatch functions. The CDA's formal QA process currently involves review of the call taking process and not the dispatch process. CDA management indicated that the call taking process is the area most prone to error due to the judgments required of call takers when processing emergency calls. According to the QA coordinator, QA staff do review individual dispatches (through the CAD system and/or through radio transmission) as appropriate (e.g., when requested by supervisors or management if there are concerns or questions regarding a specific incident). However, given that the CDA is a new agency with new systems and procedures, we believe that the QA process should be expanded to include the work of dispatchers on an ongoing and systematic basis. CDA management agreed with our assessment and indicated their plans are to expand the QA coverage to address the dispatch function. The lack of QA coverage of the dispatch process is addressed further below as a concern.

*Currently, only medical and fire services calls and missing children calls are reviewed; most categories of law enforcement calls are currently not reviewed.*

Additionally, the QA process currently only addresses emergency calls, coming in through either the emergency 911 phone system or through administrative phone lines, that (1) were dispatched to the Tallahassee Fire Department or Leon County EMS or (2) involved missing children incidents that were dispatched to TPD or the Sheriff's Office. To date, calls dispatched to law enforcement (TPD and Sheriff's Office) for other than missing children incidents have not been reviewed as part of the CDA's formal QA process. This is also addressed and explained below as a "Concern."

**Quality Assurance Goals and Results:** The CDA established goals for the call taking function that are measured by the QA process. Separate goals were established for emergency medical and emergency fire services calls (see “Concern” below regarding law enforcement calls). The established goals are by category and represent the minimum percentage of calls that must meet the applicable standards for the CDA to be accredited through the IAED in this area. There are seven categories. IAED accreditation will be based on evaluations of those categories. The applicable categories and related descriptions are as follows.

*Goals were established for the call taking function which are measured by the QA process.*

- 1) Case Entry – Measures the gathering of basic information to include location of the incident, caller’s name, and caller’s phone number.
- 2) Chief Complaint Code – Measures the accuracy of the code assigned to specify the incident type. Each type of medical or fire call has a distinct complaint code.
- 3) Key Questions – Measures whether the call taker asked the most appropriate (key) questions and in the order they should be asked. Answers to the key questions help in the determination of the incident type and related chief complaint code. Key questions asked by the call taker also help gather additional information to assist dispatchers and service units in responding properly and efficiently to the incident.
- 4) Pre-Arrival Instructions – Measures the appropriateness of the instructions (i.e., in regard to specific techniques) provided to a caller in a situation in which assistance, such as CPR, child birth techniques, Heimlich maneuver, etc., is needed prior to the arrival of the dispatched responding unit. CDA staff indicated that pre-arrival instructions are not frequently required for emergency medical calls and are even less frequent for fire services calls. Examples of fire services calls requiring pre-arrival instructions include water rescue, suicide by hazardous materials, and a tunnel fire.
- 5) Post-Dispatch Instructions – Measures the appropriateness of the instructions given to a caller that should be provided by the call taker before the 911 call is disconnected. For example, in many emergency medical incidents a caller will be instructed to ensure the patient does not eat or drink anything before the responding unit arrives.
- 6) Final Dispatch Code – Measures the correctness of the final coding of the incident. This coding is more specific than the chief complaint

*Goals were established for seven areas.*

code in that it further specifies through a sequence of letters and numbers the nature and severity of the incident. For example, a structure fire may be selected as the chief complaint code, but additional coding will designate the incident as located in a hotel with multiple persons endangered.

- 7) Customer Service – This measures the quality of the customer service provided and includes evaluations of voice volume and tone, speech, and sensitivity.

The goals for each category are represented in the table below.

CATEGORY		EMS GOAL (Medical Calls)	EFD GOAL (Fire Calls)
1.	Case Entry	95%	95%
2.	Chief Complaint Code	95%	95%
3.	Key Questions	90%	90%
4.	Pre-Arrival Instructions	95%	95%
5.	Post-Dispatch Instructions	90%	90%
6.	Final Dispatch Code	90%	90%
7.	Customer Service <i>(Note)</i>	100%	100%
<b>OVERALL AVERAGE</b>		<b>90%</b>	<b>90%</b>
<i>Note: The IAED has not established a “minimum percentage” goal for the customer service category; however, the CDA established a goal of 100%.</i>			

For the eleven-month period November 1, 2013, through September 30, 2014, a total of 169,611 incidents were created in the CAD by CDA call takers based on emergency calls received at the CDA. Of those incidents, 28,868 (17%) were for medical services and 19,114 (11%) were for fire services. Of those incidents, QA staff reviewed the calls for 1,393 (4.8%) medical incidents and 699 (3.7%) fire incidents. The quantity of calls reviewed exceeded the quantities suggested by applicable industry guidance (i.e., IEAD). The QA results for the eleven-month period are shown in the following tables.

Regarding calls for medical services:

*Goals were established for both medical and fire services calls.*

<b>TABLE 12</b>				
<b>QA Results for Medical Calls (11/1/2013 through 9/30/2014)</b>				
<b>CATEGORY</b>		<b>GOAL</b> (Medical Calls)	<b>RESULTS (1)</b> (Medical Calls)	<b>Goal Met?</b>
1.	Case Entry	95%	87.81%	No
2.	Chief Complaint Code	95%	91.86%	No
3.	Key Questions	90%	96.08%	Yes
4.	Pre-Arrival Instructions	95%	54.48%	No
5.	Post-Dispatch Instructions	90%	92.25%	Yes
6.	Final Dispatch Code	90%	91.93%	Yes
7.	Customer Service	100%	99.14%	No
<b>OVERALL AVERAGE (2)</b>		<b>90%</b>	<b>91.08%</b>	<b>Yes</b>
NOTE (1): Based on QA staff's review of 1,393 calls.				
(2): This is a weighted average.				

As shown by Table 12, during the eleven-month period ended September 30, 2014, the CDA met its goals for medical calls in the Key Questions, Post-Dispatch Instructions, and Final Dispatch Code categories, and the overall average score. The CDA did not reach goals in the Case Entry, Chief Complaint Code, Pre-Arrival Instructions, and Customer Service categories. However, for two of those four categories the CDA was very close to achieving its goals (i.e., results all within five percentage points of the respective goal).

*For the period reviewed, the overall goal for medical calls was met.*

The one category where the CDA missed its goal significantly was Pre-Arrival Instructions. For that category, the QA score was 54.48%, whereas the goal was 95%. As noted previously, pre-arrival instructions (e.g., lifesaving techniques) are generally not applicable to most calls. For the eleven-month period, that category was applicable in only 160 of the 1,393 calls reviewed (i.e., 11%). Regarding the reasons for the significant underachievement of the goal for that category, we determined the infrequency of those calls likely resulted in the low scores (e.g., call takers have less experience in those calls). An example of noncompliance provided by the CDA was an instance where the call taker ends a call when an incident no longer appears to be an emergency, but before the dispatched responding unit arrives on scene, when protocol required the call taker to stay on the line with the caller until the responding units arrives [e.g., a call is received indicating that a person is choking but the person stops choking (blockage is cleared) before the EMS unit arrives on scene, but the call taker ends the call prior to the arrival of the EMS unit].

Additionally, the CDA missed the goal for the Case Entry category by more than five percentage points (i.e., approximate difference of seven percentage points). CDA management indicated reasons for that performance included instances where (1) the call takers asked “leading questions” in an attempt to assess the circumstances instead of allowing the caller to describe the circumstances and (2) call takers asked two questions simultaneously instead of one question at a time. Additionally, CDA management indicated there have been some revisions to the process whereby information is gathered by call takers, and call takers made more mistakes during the transition to those revised processes (e.g., change in the line of questions or manner in which information is verified).

In regard to calls for fire services:

<b>TABLE 13</b>				
<b>QA Results for Fire Services Calls (11/1/2013 through 9/30/2014)</b>				
CATEGORY		GOAL (Fire Calls)	RESULTS (1) (Fire Calls)	Goal Met?
1.	Case Entry	95%	85.54%	No
2.	Chief Complaint Code	95%	93.33%	No
3.	Key Questions	90%	94.12%	Yes
4.	Pre-Arrival Instructions	95%	N/A (2)	N/A (2)
5.	Post-Dispatch Instructions	90%	93.20%	Yes
6.	Final Dispatch Code	90%	89.93%	No
7.	Customer Service	100%	98.81%	No
	<b>OVERALL AVERAGE (3)</b>	<b>90%</b>	<b>91.22%</b>	<b>Yes</b>
NOTE (1): Based on QA staff's review of 699 calls.				
(2): Pre-Arrival instructions for fire services calls are infrequent; none of the calls reviewed during this period required pre-arrival instructions.				
(3): This is a weighted average.				

*For the period reviewed, the overall goal for fire services calls was met.*

As shown by Table 13, the CDA met its goal for fire services calls in the Key Questions and Post-Dispatch Instructions categories and overall average score. The CDA did not reach goals in the Case Entry, Chief Complaint Code, Final Dispatch Code, and Customer Service categories. However, for three of those four categories the CDA was within two percentage points of the respective goals. For the fourth category (Case Entry) the CDA was within 10 percentage points of the goal. In regard to that category, CDA management provided the same explanation as described above for medical calls.

*Actions are being taken in those areas where individual goals were not met.*

Actions being taken by the CDA for the areas where performance goals are not being met include (1) providing one-on-one training to applicable call takers, (2) continuing education in applicable areas of underperformance (e.g., through training sessions and providing staff pertinent articles and videos), (3) and addressing underperformance in periodic employee evaluations.

In addition to the overall results shown and discussed in the previous paragraphs and tables, we analyzed the results of the QA process by month for the same eleven-month period, November 1, 2013, through September 30, 2014. This analysis was completed to determine if the process showed improvements since the CDA initially opened. That analysis is included in Tables 14 and 15 that follow.

**TABLE 14**  
**QA Results for Medical Services Calls by Month (11/1/2013 through 9/30/2014)**

	Case Entry	Chief Complaint Code	Key Questions	Pre-Arrival Instructions	Post-Dispatch Instructions	Final Coding	Customer Service	Total
Goal	95%	95%	90%	95%	90%	90%	100%	90%
<b>November 2013</b>	86.89%	87.89%	95.00%	50.00%	95.44%	98.42%	99.47%	<b>91.77%</b>
<b>December 2013</b>	79.20%	89.94%	84.34%	25.00%	95.83%	94.86%	98.57%	<b>87.17%</b>
<b>January 2014</b>	84.82%	92.03%	91.81%	45.00%	86.43%	87.78%	98.36%	<b>88.34%</b>
<b>February 2014</b>	80.94%	88.07%	94.87%	32.14%	88.17%	91.87%	99.31%	<b>87.72%</b>
<b>March 2014</b>	85.14%	94.68%	95.85%	54.21%	91.26%	92.00%	98.81%	<b>90.63%</b>
<b>April 2014</b>	91.05%	96.33%	98.15%	57.67%	93.99%	91.38%	99.67%	<b>93.18%</b>
<b>May 2014</b>	94.02%	93.50%	96.93%	56.00%	90.16%	92.68%	99.76%	<b>92.05%</b>
<b>June 2014</b>	90.58%	89.09%	96.17%	43.75%	90.41%	90.13%	99.21%	<b>90.28%</b>
<b>July 2014</b>	93.66%	91.39%	97.90%	50.00%	93.69%	94.40%	98.89%	<b>93.28%</b>
<b>August 2014</b>	87.34%	94.11%	96.34%	86.25%	92.52%	92.40%	98.77%	<b>92.41%</b>
<b>September 2014</b>	85.46%	90.03%	96.16%	68.75%	96.48%	88.53%	98.98%	<b>90.73%</b>

NOTE: Highlighted percentages indicate the goal was met or exceeded during the month for the respective category.



**TABLE 15**  
**QA Results for Fire Services Calls by Month (11/1/2013 through 9/30/2014)**

	Case Entry	Chief Complaint Code	Key Questions	Pre-Arrival Instructions	Post-Dispatch Instructions	Final Coding	Customer Service	Total
Goal	95%	95%	90%	95%	90%	90%	100%	90%
<b>November 2013</b>	80%	96.21%	96.21%	None	73.57%	97.14%	99.36%	<b>88.63%</b>
<b>December 2013</b>	74.08%	81.39%	87.53%	None	83.82%	92.11%	98.97%	<b>83.78%</b>
<b>January 2014</b>	72.56%	90.38%	87.77%	None	93.85%	81.54%	98.92%	<b>85.22%</b>
<b>February 2014</b>	74.55%	94.40%	90.94%	None	92.73%	87.05%	98.31%	<b>87.93%</b>
<b>March 2014</b>	88.10%	94.81%	93.53%	None	91.93%	90.15%	98.93%	<b>91.70%</b>
<b>April 2014</b>	87.23%	91.47%	95.62%	None	92.77%	94.89%	99.66%	<b>92.40%</b>
<b>May 2014</b>	91.08%	94.08%	94.94%	None	93.78%	89.11%	98.32%	<b>92.60%</b>
<b>June 2014</b>	91.04%	94.15%	97.47%	None	96.39%	89.44%	99.18%	<b>93.70%</b>
<b>July 2014</b>	91.05%	93.19%	95.50%	None	94.19%	90.97%	98.18%	<b>92.98%</b>
<b>August 2014</b>	89.12%	94.78%	97.88%	None	96.10%	93.53%	98.40%	<b>94.28%</b>
<b>September 2014</b>	88.02%	95.28%	96.05%	None	98.36%	88.62%	99.60%	<b>93.27%</b>

NOTE: Highlighted percentages indicate the goal was met or exceeded during the month for the respective category.

*An analysis of activity over an eleven-month period indicated improvements in performance since the CDA Director was hired.*

Table 14 indicates improvements were made in the overall call taking function for medical calls such that for each of the last seven months of the eleven-month period, the overall score for medical calls was over the 90% threshold. Similarly, Table 15 for fire services calls indicates improvements were made in the overall call taking function for the last seven months of the eleven-month period as the overall score for each month during that period exceeded the 90% threshold. CDA managerial staff attributed these improvements in performance to an enhanced emphasis placed on training by the CDA Director upon his hire in February 2014.

Concern No. 1: As described above, the CDA implemented a quality assurance process of the call taking function for medical, fire services, and missing children calls. A process for reviewing law enforcement calls not involving missing children had not been established as of the date of our audit fieldwork in November 2014, with the reason being the QA application (Aqua) used by the CDA was designed to interface with the ProQA software application which was, in turn, only used for medical and fire services calls at the CDA. Accordingly, rather than establish and implement a separate manual process for ongoing review of law enforcement calls not involving missing children, CDA management decided to postpone the implementation of a formal law enforcement QA function until such time that a new updated triage application (Paramount)

*Actions are being taken to start review of all categories of law enforcement calls as part of the QA process.*

was implemented that could be used for law enforcement calls in addition to medical and fire services calls. That new triage application was installed at the CDA in October 2014, and was currently being used for medical and fire calls as of the end of our audit fieldwork in November 2014. After appropriate staff training, the CDA plans to start using that new application to triage law enforcement calls by the first quarter of calendar year 2015. When that occurs, the CDA also plans to start reviewing law enforcement calls as part of the QA process. Incidents created based on law enforcement calls totaled 121,629 over the eleven-month period November 1, 2013, through September 30, 2014, representing 72% of all CAD incidents created from emergency calls (169,611) during that period. Because of the relatively large number of law enforcement calls, it is important that all categories of those calls be reviewed as part of a formal QA process. *[NOTE: According to Sheriff's Office staff, prior to the creation of the CDA, the Leon County Sheriff's Office conducted formal QA reviews of EMS calls in accordance with IAED standards; however, QA reviews of law enforcement calls received at the Sheriff's Office were performed only upon a special request to review a specific call in that category (similar to the CDA). Prior to the creation of the CDA, TPD's QA function reviewed both law enforcement and fire services calls as well as related dispatches; however, that process was less formal than the current CDA process as calls were not systematically selected, IAED standards were not applied, and review results were not measured against performance goals (such goals were not formally established)].*

*The formal QA process should be expanded to address the dispatch function on a systematic and ongoing basis.*

Concern No. 2: The CDA's current QA process did not include a formal evaluation of the dispatch function. Given the CDA is a new agency with new systems and procedures, the QA process should be expanded to include the work of dispatchers. This would allow the CDA to more quickly identify and correct performance issues, as well as to ensure compliance with industry standards that provide for evaluation of the dispatch function.

*Consideration should be given to also expanding the QA process to address call taker and dispatcher response times.*

Concern No. 3: Consideration should be given to also expanding the QA process to review the reasonableness of time taken by call takers and dispatchers to process calls and dispatch service units to related incidents. Such determinations could be used to help ensure response times are

reasonable and appropriate and to help call takers and dispatchers improve their performance when needed.

Concern No. 4: The CDA has, for the most part, met its overall goals regarding the call taking function for emergency medical and emergency fire services calls as measured by the formal QA process. However, those QA results show that improvements in certain areas are needed, most importantly in regard to providing pre-arrival instructions when appropriate for medical services calls, and to a lesser degree, in regard to case entry. Reasons for the underperformance in those areas as well as ongoing actions to improve performance as provided by the CDA are described above.

*Areas were identified by the QA process where improvements are needed.*

*We recommend the CDA continue plans to include all categories of law enforcement calls in the QA process and to address those areas of underperformance identified by that process. The QA process should be expanded to other areas.*

**Audit Conclusions and Recommendations:** Our review showed the CDA has established an appropriate QA process to review the call taking processes for medical and fire services calls and missing children calls dispatched to TPD and the Sheriff's Office, and is in the process of expanding that process to include all categories of law enforcement calls. Results from the QA process reviews are used to provide feedback to applicable supervisory staff and call takers to allow for needed improvements and corrections. The QA process is performed in accordance with IAED guidelines and by staff that are certified in the QA function and experienced in the call taking function. The QA process evaluates and measures several critical aspects of selected calls. Goals are established with QA review results measured against those goals. Activity since the CDA began operations in fall 2013 show improvements in most areas measured by the QA process.

Because of the prevalence of law enforcement calls/incidents (72% of all emergency calls), it is important the CDA complete the expansion of the QA process to all categories of those calls as planned. Also, given the newness of the CDA and its systems and processes, the QA process should be expanded to address the work of dispatchers. Consideration should also be given to expanding the QA process to review response times of call takers and dispatchers. To ensure the CDA achieves the full benefits intended by the QA process, it is also important that areas (categories) of underperformance identified through that process continue to be addressed and improved.

Accordingly, we recommend the CDA continue ongoing efforts to add all categories of law enforcement calls to the QA process (i.e., after the new triage application is applied to law enforcement calls), add the dispatch function and response times to the QA process, and improve in areas where call takers and dispatchers are not meeting established goals and performance expectations. *[NOTE: It is important the CDA apply the new triage software application to the call taking function for law enforcement calls, as call takers must currently rely on memory or a card system (plastic booklet) to triage those calls. Applying the new application to law enforcement calls should make the call taking process more efficient and enhance the CDA's ability to reduce response times.]*

### **Training and Required Certifications**

**Overview:** To work as a call taker or dispatcher at the CDA, an individual is required by Section 401.465, Florida Statutes, to obtain certification from the Florida Department of Health (FDOH) as a “public safety telecommunicator.” Each quality assurance staff (see page 108 in the report) is also required to be a certified public safety telecommunicator. To obtain certification, an individual is required to complete an approved public safety telecommunication training program consisting of at least 232 hours and then pass an examination approved by the FDOH which measures the individual’s competency and proficiency in the subject material of the public safety training program. Persons employed as an emergency public safety telecommunicator or state-certified firefighter before April 1, 2012, may work as a public safety telecommunicator after passing the noted FDOH examination without completing the public safety telecommunication training program. Additionally, a sworn state-certified law enforcement officer may work as a public safety telecommunicator without becoming certified if the officer performs as an emergency public safety telecommunicator on an occasional or limited basis and passes the noted FDOH examination. Pursuant to Section 401.465, Florida Statutes, an individual may work at the CDA as a trainee under the direct supervision of a certified emergency public safety telecommunicator for a period not to exceed 12 months if enrolled in an approved public safety telecommunication training program. The statute also requires certified

*Pursuant to State statute, CDA telecommunicators must complete a 232-hour course in specific subjects and pass a State approved examination.*

individuals to obtain at least 20 hours of training (continuing education) every two years to renew their certification.

As allowed by State statute, the CDA created an internal public safety telecommunication training program approved by the Florida Department of Health. The curriculum of that training program meets the framework established by the Florida Department of Education. The curriculum is comprehensive and addresses numerous aspects and areas including, but not limited to:

- Ethics and professionalism.
- Team concepts.
- Knowledge of criminal acts, personal gain, negligence of duty, duty to act, agency values, and confidentiality.
- How criminal and civil law affects telecommunication agencies.
- Legalities of the Health Insurance Portability and Accountability Act (HIPPA).
- Call classification and prioritization.
- Telephone techniques and call handling.
- Interpersonal skills; friendly and accurate customer service.
- Communication equipment functions and terminology.
- Functions of crime centers (i.e., to be queried for information).
- Operation of the telephone system.
- Providing services for the hearing impaired through “Telecommunication Devices for the Deaf (TDD).”
- Operation of the radio system.
- Referring calls to resources external to the CDA.
- Techniques for using a calm and controlled voice; active listening; giving and following instructions; calming techniques; cultural diversity.
- Multi-functional dexterity.
- Decision-making skills.
- Obtaining and organizing information for dispatch.
- Utilizing available resources properly.
- Understanding geographical jurisdictions and how they impact operations.
- Understanding hazardous materials emergencies and circumstances.

*The CDA created an internal training program that was approved by the Florida Department of Health.*

*The CDA internal training program is comprehensive.*

- Understanding types of calls (fire, medical, and law), emergencies, and responses.
- Understanding primary and secondary responding unit concepts and multi-casualty incidents.
- Proper interview questions for crisis calls.
- Identifying and understanding responding unit safety issues and the telecommunicator role in the responding unit's safety.
- Understanding and managing stress.
- Disaster preparedness and emergency operations plans.
- Role of the telecommunicator in disasters.

In addition to the above curriculum, individuals are trained in the CDA's Computer Aided Dispatch (CAD) system and the associated triage application (formerly ProQA and now Paramount) used at the CDA.

After a trainee completes the formal training program (232 hours classroom training) and obtains the FDOH certification as an emergency public safety telecommunicator, he/she must complete additional time doing on-the-job training under the direct supervision of a certified telecommunicator. The amount of on-the-job training varies based on the trainee's ability and past experience but generally lasts several months.

Training is conducted by CDA staff, most of whom are certified trainers, meaning they have been certified to conduct telecommunication training by the Association of Public Safety Communications Officials (APCO). APCO is an industry organization that establishes training standards for individuals that train telecommunicators. By completing the APCO training program and becoming certified, trainers are better equipped to present information on the telecommunicator process to benefit newly hired individuals. There are currently eight APCO-certified trainers at the CDA. In addition to the CDA's own staff, the CDA uses trainers from other agencies (e.g., International Academies for Emergency Dispatchers or IAED) to assist in the training.

*The CDA should complete its plans for all trainers to be APCO-certified.*

Concern No. 1: The formal statutorily required training (232 hours) is taught by nine CDA staff, of which eight are APCO-certified and one is not certified. The noncertified trainer teaching part of that statutorily required training was formerly certified through APCO but that certification lapsed. Training in other areas (e.g., continuing education) is taught by those nine

staff (eight of which are APCO-certified) and by 13 additional CDA staff, none of whom are APCO-certified. The non APCO-certified trainers are selected to provide training based on their experience and demonstrated knowledge in applicable areas. While we do not dispute the capabilities of those non-certified trainers, it would be to the CDA's benefit to require all trainers to be certified through APCO. In response to our inquiry on this matter, CDA management agreed with this assessment and indicated they had already planned to require all trainers to be APCO-certified in the future.

*The CDA requires telecommunicators to obtain and maintain a total of nine certifications.*

**Additional Required Certifications:** In addition to becoming certified through the FDOH as a public safety communicator, the CDA requires each telecommunicator to be trained and certified through examination in other related areas. Training in those areas is provided as part of the 232 hours of training for the FDOH certification. Those certifications and certifying agency/authority are shown in the following table.

<b>TABLE 16</b>		
<b>Other Required Certifications</b>		
<b><u>Certification</u></b>		<b><u>Agency Providing Certification (Training)</u></b>
1.	Emergency Medical Dispatch (EMD)	IAED (1)
2.	Emergency Fire Dispatch (EFD)	IAED (1)
3.	Emergency Police Dispatch (EPD)	IAED (1)
4.	Incident Command System ( <i>relates to management of critical incidents involving significant events such as hazardous material spills, natural disasters, etc.</i> )	Federal Emergency Management Agency (FEMA)
5.	Community Emergency Response Teams (CERT) ( <i>relates to responses to significant events such as hazardous material spills and natural or man-made disasters</i> )	Federal Emergency Management Agency (FEMA)
6.	Amber Alert ( <i>relates to missing children</i> )	National Center for Missing and Exploited Children
7.	Cardiopulmonary Resuscitation (CPR)	Leon County Emergency Medical Services (EMS) using American Heart Association Standards
8.	Florida Crime Justice Information System Access ( <i>certification allows a telecommunicator to access secured state and national crime information</i> )	Florida Department of Law Enforcement
Note (1): International Academies for Emergency Dispatchers		

New CDA telecommunicators are required to complete the applicable training and obtain these other certifications before their training is considered complete and they are allowed to work as telecommunicators at the CDA. CDA management indicated this requirement for the additional

certifications will be incorporated into one of the formal written policies and procedures currently being developed for CDA Board approval.

*Specialty certifications may also be obtained.*

Other specialty certifications are available and may be obtained by CDA telecommunicators, such as APCO training certifications and certifications to conduct quality assurance (QA) reviews for the medical, fire, and police disciplines through IAED. However, those other certifications are not required for an individual to serve as a CDA telecommunicator. Training for those other specialty certifications is in addition to the 232-hour classroom training requirement for public safety telecommunicators. Another specialty certification not formerly required of telecommunicators is the TERT (Telecommunicator Emergency Response Taskforce) certification, which pertains to emergency responses to natural and manmade disasters. CDA management indicated plans are for all CDA telecommunicators to become TERT-certified.

*Many of the certifications require continuing education.*

**Continuing Education Requirements:** CDA telecommunicators are required to complete continuing education to retain many of the required certifications. The FDOH requires 20 hours of continuing education in appropriate topics every two years for a certified individual to retain certification as a public safety telecommunicator. For other certifications, the CDA telecommunicators are required to complete a set number of continuing education hours, while other certifications only require completion of a specific course for recertification. Some certifications have no continuing education requirements. Much of the continuing education applies to and can be counted for several certifications. The continuing education requirements for required certifications are shown in the following table.



<b>TABLE 17</b>		
<b>Continuing Education for Required Certifications</b>		
	<u>Certification</u>	<u>Continuing Education Requirements</u>
1.	FDOH Public Safety Telecommunicator	20 hours every two years.
2.	Emergency Medical Dispatch (EMD)	48 combined hours covering all disciplines every two years.
3.	Emergency Fire Dispatch (EFD)	
4.	Emergency Police Dispatch (EPD)	
5.	Incident Command System	No continuing education is required and no recertification is necessary.
6.	Community Emergency Response Teams (CERT)	No continuing education is required and no recertification is necessary.
7.	Amber Alert	No continuing education is required and no recertification is necessary.
8.	Cardiopulmonary Resuscitation (CPR)	4 hours training every two years.
9.	Florida Crime Justice Information (CJIS) System Access	No continuing education required; but individuals must recertify by taking an online course on FDLE's website every two years.

Continuing education is also required for specialty certifications as shown in the following table.

<b>TABLE 18</b>		
<b>Continuing Education for Specialty Certifications</b>		
	<u>Certification</u>	<u>Continuing Education Requirements</u>
1.	IAED Certification in Quality Assurance	In addition to the 48 combined hours for all three disciplines shown in Table 17 above, individuals must evaluate at least 50 calls and complete the CPR course every two years to retain certification in QA. (Individuals with only the medical quality assurance certification have to evaluate 30 calls in addition to the 48 hours and CPR course completion every two years.)
2.	APCO Certified Training Officer	12 hours each year.
3.	TERT	No continuing education is required and no recertification is necessary.

**Certification Status of CDA Staff:** As part of our audit, we ascertained the certification status of CDA call takers, dispatchers, and quality assurance staff. Our test population was comprised of 90 current employees and 30 former employees that performed the noted functions. From that population we selected and reviewed the certification status of a sample of 56 current and 18 former employees. Our test included a determination of whether the CDA could demonstrate each of the sampled current and former employees was certified in each of the nine required areas (FDOH certification as a public safety telecommunicator and the eight additional required certifications). Our test showed the majority of

*Our tests show most CDA telecommunicators were certified as required.*

required certifications were documented. In addition, through other testing we verified telecommunicators obtained the required continuing education to maintain their certifications.

Concern No. 2: We identified the following instances where telecommunicators did not maintain the required certifications or the CDA could not demonstrate telecommunicators had each of the required certifications.

- One current telecommunicator who was working as a CDA call taker and dispatcher was not currently certified through the State FDOH as a public safety telecommunicator. That employee's FDOH certification expired in February 2011. The employee worked as a telecommunicator prior to the creation of the CDA. In response to this audit determination, CDA management stopped this individual from working as a telecommunicator until the certification was renewed. That certification was renewed December 29, 2014.
- Four current CDA staff did not have a current CJIS Access certification. Two of those four employees worked in the QA (Quality Assurance) section and two worked as call takers and dispatchers. The two employees in the QA section occasionally fill in as call takers and dispatchers when needed. Because those four employees did not have a current certification, they were unable to access FDLE's website for applicable information, such as an individual's (e.g., suspect's) prior criminal history records, in the event the responding unit requested that information. Should such information be requested (i.e., while working in dispatch role), these employees would have to request another telecommunicator with current access certification to access and provide that information, thereby delaying the provision of the requested information to the responding unit. In response to this audit determination, three of the four employees renewed their certifications. The fourth employee subsequently terminated employment with the CDA.
- The CDA did not provide records demonstrating five current telecommunicators and six former telecommunicators had 15 required certifications. The certifications not documented included Incident Command System (1 instance), Amber Alert (7 instances), CPR (1

*Instances were identified where a few telecommunicators were not properly certified or evidence was not available to show they were properly certified.*

instance), CERT (1 instance), and CJIS Access (5 instances). While these telecommunicators may have been properly certified in the noted areas, without the necessary records (e.g., copies of certifications or information from certifying entities), the CDA cannot demonstrate those telecommunicators were certified in accordance with CDA requirements. *(NOTE: Prior to the release of this report, the CDA located and provided documentation for four of the certifications addressed in this paragraph. CDA staff indicated that the applicable individuals had worked as telecommunicators prior to the creation of the CDA, but the CDA had not obtained copies (or evidence) of their certifications from their former agencies prior to our tests in this area and related audit inquiry.)*

*The CDA did not maintain adequate records to track and ensure telecommunicators maintained all required certifications.*

Furthermore, we determined that the CDA did not have an adequate method or system for documenting and verifying each telecommunicator maintained all required certifications. Specifically, while centralized records were maintained to demonstrate several of the required certifications were obtained and kept current (e.g. IAED and CPR), similar records were not maintained for the FDOH and other required certifications.

**Audit Conclusion and Recommendations:** The CDA established a formal eight to nine month training program that new telecommunicators must complete before serving the CDA (and public) as a call taker or dispatcher (without supervision). The process includes approximately two months of classroom training followed by several months shadowing a trainer at both an emergency call taking workstation and a dispatching workstation from which all fire, law, and medical responding units are dispatched. All training is conducted at CDA facilities. Classroom training includes sessions mandated by Section 401.465, Florida Statutes (232-hour course) and training on the triage application used by the CDA to document, triage, and relay information from emergency callers to dispatchers and responding units. Proper use of the CAD and radio systems is also included in that training.

*The CDA has a formal training program.*

Upon successful completion of the required training and examinations, a telecommunicator will have received nine certifications including emergency dispatch certifications for fire, medical, and police. In addition

*Recommendations were made to ensure the best qualified staff performs training and to ensure all telecommunicators are certified as required by State statute and the CDA.*

to passing examinations for many of the certifications, telecommunicators are required to obtain continuing education specific to certain certifications in order to renew those certifications on a periodic basis (typically every two years).

The training program is comprehensive and approved by the FDOH. Furthermore, we determined the majority of telecommunicators maintain the required certifications, including the completion of required continuing education. However, as noted above, we identified concerns regarding the certification of instructors and the methods and records for ensuring all telecommunicators maintain the required certifications required by State statute and the CDA. To address those concerns, we recommend:

- The CDA complete plans to require all trainers that provide formal training to newly hired telecommunicators, including the 232-hour course required by State statute and other areas, to be certified through APCO in the training function.
- CDA management ensure telecommunicators identified through our testing as not properly certified obtain the required certifications. *(This action was completed subsequent to our audit fieldwork.)*
- Documentation (e.g., copies of certifications and/or assertions from applicable certifying entities) be obtained to demonstrate the certification of all telecommunicators.
- A centralized record keeping system be established, implemented, and maintained to track the certification status of all CDA telecommunicators.

### **CDA Staffing**

*We reviewed staffing levels, experience, turnover, and hours worked.*

**Overview:** As part of the audit, we analyzed CDA staffing for the call taking and dispatching functions. Specific positions included in our analysis included telecommunicators working as call takers and dispatchers and the related direct supervisors (shift supervisors). For those positions we determined:

- Current staffing levels, including regular and temporary positions.
- Levels of experience.
- Turnover rates.
- Hours worked, including overtime.

Additionally, we compared starting salaries of the CDA telecommunicator positions with those of other jurisdictions located in the State of Florida.

**Staffing Levels:** The CDA is authorized to employ 80 telecommunicator positions (regular fulltime positions) and 15 shift supervisors. As of November 1, 2014, there were 74 individuals working as telecommunicators at the CDA. Of those 74 employees, 66 were regular employees and 8 were temporary employees. Also, as of that date, there were 15 shift supervisors, each of whom was a regular employee. Accordingly, as of November 1, 2014, the CDA had 14 unfilled authorized telecommunicator positions, although 8 temporary employees had been hired to help address those vacancies. The vacancies and their impact are addressed further in the following paragraphs regarding staff turnover and overtime.

**Experience Levels:** We calculated the experience levels of CDA telecommunicators and their shift supervisors. For the 74 current telecommunicators the average length of service (experience) was 7.6 years. For purposes of our calculations, experience includes time worked at the CDA and at the Sheriff's Office or TPD dispatch functions prior to the creation of the CDA. The ranges of service for those 74 telecommunicators are shown in the following table.

<b>Experience Level</b>	<b>Number of Telecommunicators</b>
Less than 1 year	11
1 - 3 years	18
3 - 5 years	8
5 - 8 years	12
8 - 10 years	5
10 - 15 years	8
15 - 20 years	3
20+ years	9
AVERAGE 7.6 years	Total 74

For shift supervisors the average length of service (experience) was 15.2 years. For purposes of our calculations, experience includes time worked at the CDA and at the Sheriff's Office or TPD dispatch functions prior to

*The CDA was understaffed because of vacancies in telecommunicator positions.*

*Staff experience levels appear to be reasonable.*

the creation of the CDA. The ranges of service for those 15 shift supervisors are shown in the following table.

<b>TABLE 20</b>	
<b>Experience Levels of Shift Supervisors</b>	
<b>Experience Level</b>	<b>Number of Supervisors</b>
3 - 5 years	1
5 - 8 years	3
8 - 10 years	1
10 - 15 years	4
20+ years	6
AVERAGE 15.2 years	Total 15

There was nothing to indicate these were not reasonable experience levels for a public dispatch agency.

**Staff Turnover:** We identified and evaluated turnover of CDA telecommunicators and shift supervisors during the 13-month period October 1, 2013, through October 31, 2014. For perspective, we calculated turnover rates for those positions and compared those rates to industry turnover rates and to turnover rates for the City of Tallahassee government.

*Staff turnover rates are significantly higher than industry standards.*

For the 13-month period analyzed, 28 telecommunicators and one shift supervisor terminated employment with the CDA. Of those 29 employees, 25 were regular fulltime employees and 4 were temporary employees. Also, of those 29 employees 23 resigned, 4 were dismissed, and 2 retired. The average length of service for those 29 terminated employees was 3.8 years. The levels of experience for those 29 terminated employees at the time of termination are shown in the following table.

<b>TABLE 21</b>	
<b>Experience Levels of Terminated Employees</b>	
<b>Experience Level</b>	<b>Number of Terminated Employees</b>
Less than 1 year	9
1 - 3 years	13
3 - 5 years	1
5 - 8 years	2
8 - 10 years	1
20+ years	3
AVERAGE 3.8 years	Total 29

*Staff turnover contributed to the position vacancies.*

Based on those terminations and an average of 89 filled positions, the turnover rate for the CDA during the 13-month period was approximately 33%. Based on our research of industry material, the national turnover rate for telecommunicators ranges from 17% to 19%. For additional perspective, the City of Tallahassee's turnover rate for regular employees (excluding temporary positions) was 6% for the same period (and 17% if temporary employees are included). The CDA's high turnover rate has contributed to multiple vacancies as addressed above under "Staffing Levels."

In response to our inquiry regarding the relatively high turnover rates, CDA management indicated a number of telecommunicators resigned once they completed the required training program and became State-certified (see pages 118 through 126 of this report for training and certification). Management indicated those individuals may be seeking different employment opportunities after becoming trained and State-certified. That theory appears to be supported to some extent by the information in Table 21 above, which shows 9 telecommunicators terminated employment with less than one year of experience at the CDA. CDA management indicated that exit interviews currently are not conducted for terminating employees. Information collected during such interviews may facilitate a more definitive determination as to the reasons for the high turnover rate.

*CDA staff worked significant overtime.*

**Overtime:** For the 13-month period October 1, 2013, through October 31, 2014, we calculated the amount of overtime worked by CDA telecommunicators. We determined CDA telecommunicators employed during that period (some of whom terminated prior to end of that period) worked 185,357 hours, of which 28,127 hours (15%) represented overtime. The overtime was worked by 90 of the 102 individuals that worked as telecommunicators during the 13-month period. While this resulted in an average overtime of 276 hours per employee, we found that three of the employees each worked more than 1,000 hours of overtime during that period; i.e., 1,144, 1,585, and 1,820 hours respectively. For those three employees, that equates to average weekly overtime of 20 to 31 hours. We also determined 14 of the employees worked between 500 and 1,000 hours overtime during the 13-month period.

Similarly, for the same 13-month period we determined the 16 shift supervisors (one retired prior to the end of that period) worked 38,577 hours, of which 4,789 hours (12%) represented overtime, or an average of 299 hours per employee.

Total payroll for the CDA during the 13-month period was \$3,718,929. Of that amount, \$846,048 was for overtime, representing 23% of total payroll.

We acknowledge that certain employees likely often volunteer to work overtime for purposes of increased compensation, and that the ability to work overtime and earn additional compensation may be an incentive for employees to work as a telecommunicator. Notwithstanding that scenario, given that the CDA must operate 24 hours each day and seven days each week and given the high turnover rate and resulting staff vacancies, the significant overtime can also be attributed, at least in part, to the need for current staff to work extra hours to ensure the CDA is adequately staffed.

*Without consideration for potential differences in workloads and position responsibilities, we found CDA starting salaries are comparable to other jurisdictions.*

**Starting Salaries:** For purposes of this audit, we also compared starting salaries for CDA telecommunicators to starting salaries for telecommunicators of other State of Florida public dispatch centers. That comparison is shown in the following table. While that comparison shows that the CDA's starting salary is comparable to the other entities, we acknowledge that there may be differences in telecommunicator workloads (number and/or types of calls processed and dispatched) and assignments and responsibilities among the listed dispatch centers. For example, in some dispatch centers telecommunicators may work only as a dispatcher or only as a call taker whereas CDA telecommunicators work both functions on a rotating basis. (Note: It was not practicable for our survey to address potential differences between the workloads and responsibilities of the CDA positions and those of the surveyed agencies.)



<b>TABLE 22</b>	
<b>Starting Salary for Telecommunicators</b>	
<b>(Sorted lowest to highest)</b>	
<u>Jurisdiction</u>	<u>Starting Salary</u>
Orange County Sheriff	\$21,126
Pensacola Police	\$24,586
Escambia County Sheriff (1)	\$25,397
Escambia County Fire & EMS	\$25,979
Gainesville Police	\$27,319
Alachua County Fire, EMS & Sheriff	\$27,319
Orlando Police	\$27,976
<b>Tallahassee/Leon County CDA</b>	<b>\$29,058</b>
Polk County Fire, EMS & Sheriff	\$29,322
Lakeland Fire and Police	\$30,763
Orange County Fire & EMS	\$34,123
Note 1: Escambia County Sheriff increases the salary to \$27,934 once the telecommunicators graduate from their training program.	

Concern No.1: Current staff were required to work a significant number of hours of overtime to ensure the CDA is adequately staffed because of a significant number of vacancies that are attributable, at least in part, to relatively high turnover in the telecommunicator positions. Significant overtime has the potential to increase stress and fatigue, which in turn, increases the risk of mistakes in the call taking and dispatch functions. Exit interviews are not conducted to ascertain the reasons for departing employees.

*To reduce overtime and lessen the likelihood of mistakes and fatigue, efforts should be enhanced to fill vacancies.*

**Audit Conclusion and Recommendations:** Without consideration for potential differences in workloads and responsibilities, the CDA pays a comparable starting salary to call takers and dispatchers (telecommunicators). Current staff is reasonably experienced. However, that current staff is working significant overtime to ensure the CDA is adequately staffed because of the significant number of vacancies that are attributable, at least in part, to relatively high turnover in the telecommunicator positions. Significant overtime has the potential to increase stress and fatigue, which in turn, increases the risk of mistakes in the call taking and dispatch functions. We acknowledge that CDA management has enhanced recruitment efforts to hire telecommunicators to fill vacancies and reduce overtime accordingly, including attending career

fairs and using various media outlets in advertising positions. In addition to continuing those ongoing efforts to attract and retain trained telecommunicators, we recommend the CDA conduct exit interviews with terminating employees and take appropriate actions based on useful information obtained through those interviews.

## **Premises Information** (Audit Objective No. 6)

*Premises hazards were established within the CAD system to provide critical information to the responding units.*

A sixth audit objective added during the audit was to evaluate and determine the adequacy of the CDA process for informing dispatched service units of detailed information contained in premises hazards (warnings) maintained within the CAD system.

**Overview:** One functionality available in the CDA's CAD system allows critical information applicable to a specific premises (address/location) to be recorded and "flagged" within the system. Information recorded varies, but includes, for example, (1) details that responding units should be made aware of for first-responder safety purposes (e.g., the existence of a threatening or dangerous individual residing at the premises or hazardous materials located at the premises), (2) access codes for locked entrances, (3) codes to allow alarms to be turned off, or (4) a potentially dangerous animal (dog) at a premises. Within the CAD system, premises hazards are categorized by type. For example, those potentially impacting the responding units' safety are shown as "Officer Safety" warnings or "Hazardous Materials" warnings. Other types that may or may not impact the safety of responding units or the ability of the responding units to efficiently and effectively render first responder services include "Gate Code," "Alarm Code," "Animal," etc. Critical information about a specific premises is typically obtained by responding service units (e.g., law enforcement officers, firefighters, or EMS responders) based on their experiences with individuals and/or at certain locations. That information is provided to the public dispatch agency for recording in the CAD system.

After applicable information is recorded for a premises, the system will show a premises hazard anytime that location or a nearby location is associated with an incident created in the CAD system. For example, if a CDA call taker answers an emergency call for a specific location (premises), the premises hazard for that location or a nearby location (e.g., adjacent house or building) will automatically be reflected as a "flag" on

the CAD incident screen created for that incident. The existence of the premises hazard in those circumstances also is reflected on the premises hazard “tab” shown on the incident screen used by the applicable CDA dispatcher who selects and dispatches a service unit to respond to the applicable incident; and, on the incident screen of the mobile device contained in the vehicle of the service unit dispatched to the applicable incident.

To see the specific details pertaining to the hazard type, the call taker must click on the specific hazard (flag) as shown on the call taker’s incident screen (i.e., a one-step process). For the dispatcher and responding unit, a two-step process must be followed. Specifically, to see the specific details pertaining to the hazard type, the dispatcher and/or responding unit must first click on the hazard “tab” as shown on their incident screen which results in the “flag” being shown, and then click on the “flag.”

**CDA protocol:** For any incident for which there was a premises hazard, we were advised that CDA protocol required the dispatcher to click on the premises hazard “tab” to first determine the premises hazard type as shown on the associated “flag.” If the flag indicates an “Officer Safety” premises hazard, we were advised that CDA protocol required the dispatchers to click on and open the premises hazard “flag” and relay the details to the responding units dispatched to the incident location. However, if the premises hazard type was other than Officer Safety, the dispatchers were required to open the “flag” and report the details to the responding units only when the hazards were relevant to the particular incident. For example, when a law enforcement officer is dispatched to an incident involving a physical altercation in a parking lot and the premises hazard type is an alarm code for a nearby building, the dispatcher is not required to open the Alarm Code premises hazard “flag.”

*CDA protocol provided for dispatchers to open premises hazards for applicable incidents and relay the information to the responding units dispatched to those incidents.*

The CDA’s protocol, when followed, serves to help ensure the safety of responding units and/or to facilitate the responding units ability to efficiently and effectively respond to the incident. We determined that this protocol was not addressed in the CDA’s written policies and procedures. CDA management did provide evidence that this protocol is addressed in formal training provided newly hired call takers and dispatchers (telecommunicators).

Concern No. 1: As part of our audit we attempted to obtain CAD system data that would allow us to determine whether premises hazards were opened as required by the described CDA protocol. For example, one analysis we planned to conduct was to determine if “Officer Safety” premises hazards were opened for incidents to which those hazards were applicable. However, as explained in the following paragraphs, owner staff have not been successful in extracting data from the CAD system to allow for these analyses. Owner staff indicated they have requested Motorola’s assistance in extracting the necessary information but that information has not been provided to date.

Based on available data, we were able to determine that of the 112,831 incidents with attached premises hazards of some type, 2,062 (approximately 2%) were opened by the call taker, dispatcher, or responding service unit such that the specific details of the hazards were viewed. There was no documentation showing the premises hazards (flags) had been opened and the specific details viewed for the remaining 110,769 incidents. Records currently are not available to show the type or types of premises hazards pertaining to the 112,831 incidents.

Because we did not have sufficient data (premise hazard type) to analyze those 112,831 incidents, it was not possible to conclude whether (1) the related premises hazards were pertinent to the incidents and thereby required to be opened based on CDA protocol or (2) how many of the incidents involved “Officer Safety” premises hazards (always required to be opened based on CDA protocol) and whether those incidents had been opened or not opened.

Based on the circumstances as described, we can conclude there was not an adequate method/process or adequate records available to determine whether established protocol has been followed regarding reporting critical information to responding units for incidents where there was an Officer Safety or other pertinent premises hazard. Accordingly, the CDA cannot demonstrate that dispatchers have always communicated critical information to responding units when appropriate.

Concern No. 2: Some of the existing premises hazards may be outdated and/or no longer applicable as there has been no recent review to update and/or purge hazards no longer applicable.

*Our analysis showed records were not available to demonstrate whether premises hazards were being opened and information relayed in accordance with CDA protocol.*

*Some premises hazards may be outdated and/or no longer applicable.*

*The existing functionality with the CAD system to automatically open a premises hazard on the responding units' monitors was intentionally not enabled.*

Concern No. 3: We determined the new PremierOne CAD and Mobile System installed at the CDA had the capability to automatically provide an audible alert on the dispatched responding service unit's mobile devices (i.e., computers) when an incident involving a location with a premises hazard was dispatched. However, that functionality was not configured in the system installed at the CDA. In response to our inquiry on this matter, CDA and owner project staff indicated the decision was made by responding agencies to not enable that functionality, as the responding units preferred to rely on the dispatchers to relay the applicable information through radio transmissions after the dispatchers opened the hazard (flag) and viewed the related information.

Actions Being Taken: CDA management has indicated the following actions are being taken to address the above-described concerns:

- The CAD system functionality providing for an audible alert on the dispatched responding service unit's mobile devices was enabled.
- For incidents at/near premises with an attached critical premises hazard (e.g., officer safety), the CDA plans to implement an updated version of the CAD system that will require the dispatcher to acknowledge the existence of that premises hazard before the incident can be dispatched. That updated version is currently being developed by Motorola and is not yet available.
- Similar to the previous item, the planned update to the CAD system (when available) will color code premises hazards so as to distinguish the level of criticality (e.g., "Officer Safety" will be color-colored to indicate the highest level of criticality).
- An ongoing process is being established to purge or update premises hazards that are no longer applicable or that are outdated.
- Formal written procedures addressing premises hazards will be completed as previously planned and provided to each call taker and dispatcher.
- Training on premises hazards will be enhanced.
- The quality assurance process (see pages 107 through 118 of this report) will be revised to incorporate reviews to ensure premises hazards are properly opened and applicable detail information provided to responding units.

*Corrective measures have been planned and/or taken.*

*We recommend the planned corrective measures be completed.*

In addition, owner staff is continuing to work with Motorola to obtain historical data that will allow for a meaningful analysis and determination as to whether critical premises hazards (e.g., “Officer Safety”) were properly opened by call takers or dispatchers.

**Audit Conclusion and Recommendations:** The CDA did not have an adequate method/process or maintain adequate records to demonstrate that established protocol has been followed regarding reporting critical information to responding units for incidents where there was an officer safety or other pertinent premises hazard recorded in the CAD system. Management indicated some of the premises hazard data may be outdated and should either be updated or removed from the CAD system. Corrective actions, as described above, have and are being taken to ensure premises hazard information is current, the hazards are opened by dispatchers, and the relevant hazard information is provided to responding units. We recommend those actions be completed. In addition, we recommend the CDA establish a method/process to track whether established protocol has been followed for premises hazards.

*We recommend efforts be continued to get applicable data from Motorola for a historical analysis.*

Furthermore, owner staff is currently working with Motorola to extract data from the CAD system which will allow for a meaningful historical analysis and determination as to whether critical premises hazards (e.g., “Officer Safety”) were properly opened by call takers or dispatchers. We recommend those efforts be continued and when the requested data is provided, the noted analysis completed and determination made.

## ***Response Times*** ***(Audit Objective No. 7)***

The seventh objective of our audit was to determine and evaluate “response times” relating to emergency calls processed by the CDA and to compare those times to other jurisdictions. For purposes of this audit, the total response time for an incident is defined as the length of time between the start of an incident (phone rings at the CDA) and the time at which the applicable dispatched responding unit arrives on the scene of the incident. That total response time has been segregated into the components described in subsequent paragraphs within this section of the report.

*There are multiple methods for calculating response times and multiple variables that can be measured in different ways to calculate response times.*

*The multiple methods and variables in calculating response times limit the usefulness of comparisons to other jurisdictions.*

*We determined response times relating to emergency calls processed by the CDA.*

**Overview:** It is important to note that there are multiple methods for calculating and determining response times and multiple variables that impact those calculations and determinations. Which methods are used and how the different variables are measured/used significantly impacts the calculated response times for an entity. Some methods may exclude certain categories of calls that are included by other methods. For example, some methods may only include high priority calls/incidents while other methods also include lesser priority incidents. Similarly, some methods may only include incidents where the source of the incident was a 911 emergency call while other methods also include incidents created by a field service unit (e.g., law enforcement officer) while performing routine patrol duties. In addition, the methods for determining “start” and “completion” times may differ among the entities. For purposes of this audit we used a method and measured variables in a manner that we believe provides the most meaningful information as to performance by the CDA, and to some degree, the responding service units. However, because of the differences in methods, the number of variables, and the lack of knowledge as to how other public dispatch agencies calculated their response times, we determined it was not reasonable to conclude using this information whether the Tallahassee-Leon County CDA and the related service entities performed better or worse than other entities for which response times were reported. This matter is addressed further within this section of the audit report.

While CDA management has a process to periodically calculate response times for CDA activities, we determined it appropriate for this audit to calculate response times independent of that CDA process. Accordingly, to accomplish our final audit objective, we first obtained data from the emergency and administrative phone systems and the CAD system with the assistance of staff from the Sheriff’s Office IT and City ISS departments. We analyzed that data and determined, for purposes of this audit, the most meaningful response times for analytical and managerial purposes would be incidents occurring during the 13-month period October 1, 2013, through October 31, 2014, that met the following criteria:

- The incident resulted from an emergency call received on either the 911 system or the administrative phone system and was processed by a CDA call taker.

*Response times were determined for “Priority 1” calls only.*

- The incident was created in the CAD system and was processed in that system by a call taker and dispatcher such that a responding unit was dispatched.
- The responding unit completed the dispatch and arrived at the scene of the related incident (versus did not complete the dispatch and did not arrive at the scene of the incident because of changes in the initial circumstances while the responding unit was en route to the scene).
- The incident was a “Priority 1” call, meaning that the circumstances required immediate dispatch (violent crime in progress, life threatening situation, etc.). *(See page 38 of this report for a description of the different incident priorities.)*
- The entity responding to the incident was the “primary” responding agency in those incidents where more than one agency was dispatched (i.e., multiagency dispatches).

**CAD System:** After identifying the population of incidents based on the noted criteria, we analyzed the applicable incidents in that population for reasonableness and validity. That analysis showed there were certain incidents for which the response times were abnormal. Specifically, for certain incidents:

- The time elapsing between the point in time a Priority 1 incident was created in the CAD system by the call taker and the point the initial notification (e.g. a “pre-alert”) was submitted by the call taker to a dispatcher should typically not exceed five minutes (averages are less than two minutes). However, we found 3% of the Priority 1 incidents for which that time exceeded five minutes, with times for some incidents exceeding an hour. Our analysis of those incidents with the assistance of Sheriff’s Office IT staff and TPD staff showed the abnormal times were, in most instances, attributable to an incident being started in the CAD system by a call taker before the applicable emergency call was received by that call taker. For example, if the call taker answered one call and immediately created an incident for that call but subsequently determined there was no emergency for which a response was needed, that CAD incident would remain available and be used by that call taker for a subsequent call. Including those incidents in our determinations of response times would inappropriately inflate



*Adjustments were made for abnormalities.*

the response times. Accordingly, we excluded those incidents from our determinations of average response times.

- For Priority 1 incidents, the time elapsed, as reported in the CAD system, between the point in time a responding unit was dispatched to the point the responding unit arrived on scene should typically not exceed 20 minutes (averages are five to eight minutes). However, we found 3% of the incidents for which that time exceeded 20 minutes, with times for some incidents exceeding an hour. Our analysis of those incidents with the assistance of Sheriff's Office IT staff and TPD staff showed the abnormal times were in most instances attributable to either a dispatcher or a responding unit not recording the arrival in the CAD system at the time the responding unit actually arrived on scene. Instead, in most of those instances (based on notes within the CAD system and/or the reported incident completion times), the arrival time was reported as approximately the same time the incident was closed (completed) by the responding officer. In those instances, it appears the dispatcher or responding unit recorded the arrival time at the same time they recorded the completion of the incident in the CAD system. Including those incidents in our determinations of response times would inappropriately inflate the response times. Accordingly, we excluded those incidents from our determinations of average response times.

After adjusting for the above noted abnormalities, we determined the population of Priority 1 incidents within the CAD system for the applicable 13-month period consisted of:

- 13,027 EMS incidents (*EMS is generally the primary agency responding to multiagency incidents*).
- 2,156 Fire services incidents.
- 2,952 Sheriff's Office incidents.
- 6,408 TPD incidents.

For those incidents we calculated response times as follows:

*Responses times were calculated for the different components that comprise the response process.*

Component #1: Time elapsed from the point in time the incident was created in the CAD system by the call taker to the point the call taker submitted the related pre-alert to the dispatcher. (As noted on page 33 of this report the pre-alert represents the submission of incident information by a call taker to a dispatcher thereby enabling the dispatcher to dispatch a responding unit to the incident.)

Component #2: Time elapsed from the point in time the pre-alert was received by the dispatcher to the point the dispatcher dispatched a responding unit.

Component #3: Time elapsed from the point in time of the dispatch to the point the first responding unit arrived on scene (location of incident).

Response Time #1: Time elapsed from the point in time of the incident creation to the point a responding unit was dispatched (sum of components #1 and #2).

Response Time #2: Time elapsed from the point in time of the pre-alert to the point the first responding unit's arrival on scene (sum of components #2 and #3).

Response Time #3 (Total Response Time): Time elapsed from the point of incident creation to the point the first responding unit arrived on scene (sum of components #1, #2, and #3).

*Responses times were calculated for each of the four service agencies.*

We then calculated the averages for each of those components and response times for each of the four applicable agencies. Those calculated average response times for the Tallahassee-Leon County CDA and related service units for the 13-month period October 1, 2013, through October 31, 2014, are shown in the following table.

<b>TABLE 23</b>				
<b>Average CDA and Service Unit Response Times (Minutes and Seconds)</b>				
<b>October 1, 2013, through October 31, 2014</b>				
	<b>Emergency Medical Services</b>	<b>Tallahassee Fire Department</b>	<b>Leon County Sheriff's Office</b>	<b>Tallahassee Police Department</b>
<b>Number of Priority 1 Incidents</b>	<b>13,027</b>	<b>2,156</b>	<b>2,952</b>	<b>6,408</b>
Component #1- Start to Pre-alert	01:10	01:15	01:40	01:36
Component #2 - Pre-alert to Dispatch	00:41	00:34	01:49	01:42
Component #3 - Dispatch to On Scene	08:25	06:40	06:13	05:17
Response Time #1 - Start to Dispatch	01:51	01:49	03:29	03:18
Response Time #2 - Pre-alert to On Scene	09:06	07:14	08:02	06:59
Response Time #3 - Start to On Scene	10:16	08:29	09:42	08:35

*Call answering times were also determined.*

**Call Answering Times:** An additional component of the overall response time for an incident is the time elapsed between the point a phone call is received at the CDA and the point that the call is answered by a CDA call taker. Because the individual calls captured in the phone systems cannot be directly correlated to individual incidents recorded in the CDA's CAD system, we were unable to add this component to Table 23 above. However, for all phone calls (911 system and administrative system) received at the CDA during the 13-month period October 1, 2013, through October 31, 2014, we obtained the data from the applicable system and independently calculated the average times to answer the calls. Those average times are shown in the following table.

<b>TABLE 24</b>		
<b>Average CDA Times to Answer Calls</b>		
<b>October 1, 2013, through October 31, 2014</b>		
<b>Phone System</b>	<b>Number of Calls (Note 1)</b>	<b>Average Ring Time before Answered</b>
Emergency 911 System	182,065	Six seconds
Administrative Phone System	312,659	Eight seconds

*Note 1: This includes all calls regardless of whether or not an emergency incident was created in the CAD system.*

**Comparison to Other Jurisdictions:** For purposes of this audit, we gathered information on response times of other jurisdictions for comparative purposes. Response times of other jurisdictions were obtained from the Florida Benchmark Consortium and through a survey conducted by the Office of the City Auditor. The Florida Benchmark Consortium is an intra-state consortium that reports various performance measures of participating local governments that self-report that data.

*Response times were obtained for other jurisdictions.*

Because response times of other jurisdictions are not always determined and reported in the same manner described above, we adjusted, to the extent practicable, our determinations of CDA response times to allow for a more meaningful comparison to other jurisdictions. Specifically, response times for EMS and fire services incidents of other jurisdictions, as reported by the Florida Benchmark Consortium, were measured by determining the response time that was equal to or less than 90% of the entity's calls (meaning 90% of the entity's responses were equal to or less than that time). Accordingly, for the population of incidents used for our audit determination of response times as explained in the previous section of this report, we determined the applicable 90<sup>th</sup> percentile for comparison purposes. Response times reported by the Florida Benchmark Consortium for law enforcement were not reported at the 90<sup>th</sup> percentile (i.e., reported as averages), so no adjustment was necessary to our calculations for those calls.

Response times of other governmental entities are included in Appendix A to this report. The data for the other entities was not audited or validated by our office. Also, the methods by which the response times were determined for the other entities, as shown for the other entities in Appendix A, are not known. Multiple methods may have been used to calculate and determine response times. For example, certain calls may be excluded or included depending on decisions made by the entity, or the methods for determining "start" and "completion" times may differ among the entities.

*CDA response times were recalculated using different parameters to demonstrate the variations in response time determinations.*

To demonstrate the impact that different methods have on response time calculations, we recalculated the response times shown above using different parameters. Specifically, instead of including only incidents that resulted from emergency phone calls received on the 911 system or

administrative phones at the CDA, we included all incidents regardless of the source, such as incidents initiated by responding agencies. We also included incidents that were initiated as Priority 1 incidents in addition to including incidents that were “final coded” as Priority 1 incidents (initial calculations only included incidents “final coded” as Priority 1 incidents). As shown in the following table, those changes in parameters significantly impacted (reduced) the calculated response times.

	Emergency Medical Services		Tallahassee Fire Department		Leon County Sheriff's Office		Tallahassee Police Department	
	Initial	Recalculated	Initial	Recalculated	Initial	Recalculated	Initial	Recalculated
Component #1- Start to Pre-alert	01:10	01:04	01:15	00:50	01:40	01:23	01:36	01:28
Component #2 - Pre-alert to Dispatch	00:41	00:35	00:34	00:27	01:49	01:30	01:42	01:42
Component #3 - Dispatch to On Scene	08:25	07:19	06:40	06:30	06:13	03:16	05:17	03:11
Response Time #1 - Start to Dispatch	01:51	01:39	01:49	01:17	03:29	02:53	03:18	03:10
Response Time #2 - Pre-alert to On Scene	09:06	07:54	07:14	06:57	08:02	04:46	06:59	04:53
Response Time #3 - Start to On Scene	10:16	08:58	08:29	07:47	09:42	06:09	08:35	06:21

Furthermore, in comparing response times it should be noted that individual local governmental entities vary significantly in regard to (1) the type services provided (e.g., some EMS responders do not provide transport services whereas Leon County EMS does provide those services), (2) the number of agencies dispatched (e.g., while the CDA is a consolidated dispatch agency, other dispatch agencies may dispatch to only a single agency), (3) the amount of resources and number units available to respond, and (4) the size of the geographical areas served, all of which impact response times.

*Because of variations in how response times may be determined, we did not make any conclusions as to whether the CDA performed better or worse than other jurisdictions.*

**Accordingly, it was not possible to conclude whether the Tallahassee-Leon County CDA and the related service entities performed better or worse than the other entities included in Appendix A.** A more meaningful comparison, in our opinion, will be a comparison of response times for the CDA and related responding agencies (TPD, Tallahassee Fire Department, Sheriff's Office, and EMS) over specific periods of time (e.g., annually). As data for the CDA is currently only available for 13 months, such comparisons currently are not feasible.

*(NOTE: No comparisons were made to response times relating to calls received at TPD or the Leon County Sheriff's Office prior to the creation of the Tallahassee-Leon County CDA, as information was captured by those entities and their respective systems in a different manner than the CDA. For example, the "start time" for an incident was a later point in the call taking process compared to the "start time" used by the CDA. Also, incident information was captured differently such that, in some instances, there were multiple incidents and response times recorded for an event under the former systems, whereas there is a single incident and response time under the CDA's system and process. More importantly, the time it took one of the former dispatch agencies [TPD or the Sheriff's Office] to transfer a call to another agency [e.g., TPD transferring a call to the Sheriff's Office or vice versa] was not captured under the former dispatch processes. Accordingly, meaningful and complete comparisons are not possible.)*

**Audit Conclusion and Recommendations:** We independently calculated various components of "response times" for the CDA and applicable responding agencies for the 13-month period October 1, 2013, through October 31, 2014. Various adjustments to data were made in our determinations for known or likely abnormalities. We also compared our audit determinations to "response times" for other jurisdictions. **However, for the reasons described above, it was not reasonable to conclude using this information whether the Tallahassee-Leon County CDA and the related service entities performed better or worse than the other entities.**

*The CDA should enhance the determination and evaluations of response times and use the additional information to improve performance.*

The CDA does have a process to periodically calculate response times for CDA activities for monitoring and oversight purposes. Response times currently measured on a regular basis include the following:

- Average call answering time.
- Stratification of call answering time (classifying answering times into time intervals).

Additional response times are measured on an “as requested basis” such as call answering time by day of week, time of day, shift, etc.

CDA management indicated those calculations/measurements currently done are required by industry standards set forth by the National Fire Protection Association (NFPA) and IAED. We recommend that the CDA consider enhancing that process to provide additional information on a regular ongoing basis (e.g., weekly and/or monthly) that would also be useful for management oversight purposes. Several potential useful enhancements include ongoing measurements of:

- Average call answering times segmented by:
  - Day of week.
  - Time of day.
  - Shift.
- Average response times segmented into components such as those identified in this report, and further segmented by:
  - Day of week.
  - Month of year.
  - Time of day.
  - Shift.
  - Telecommunicator (call taker and dispatcher).
  - Incident type.
  - Responding agency.
- Stratification of response times (e.g., classifying response times into time intervals) and evaluation of specific calls that exceed predetermined benchmarks.

Such enhanced analyses should be used by the CDA and responding agency management in determining and evaluating performance and in identifying areas where improvements should be made.

## Other

*Adequate records had not been maintained for portable radios and related chargers.*

As previously noted on page 43 of this report, the contract for the new Motorola CAD and mobile system provided for the acquisition of necessary communications equipment. As explained in the following paragraph, we determined the CDA had not established adequate records tracking and accounting for the 23 portable radios and related chargers (i.e., 13 individual chargers and 2 multiunit chargers) received in connection with that acquisition.

On October 7, 2014, we visited the CDA to observe the 23 radios and related chargers acquired from Motorola. While some radios and chargers were available and observed during that site visit, CDA staff indicated that other radios and chargers were in the custody of CDA staff (in their vehicles, residences, or other places). CDA staff acknowledged they had no records to demonstrate the individual staff to which custody of the radios and chargers had been assigned.

In response to our inquiry on this matter, CDA staff indicated that one of the two initial interim directors of the CDA did maintain a record of the portable radios and the staff initially assigned custody of those radios. However, that record had not been updated or forwarded to the CDA after the current CDA director was hired in February 2014. Accordingly, adequate accountability of the portable radios had not been maintained.

*Adequate records should be maintained to track all applicable CDA equipment.*

To rectify this issue, CDA staff established records to track the radios and chargers. We subsequently reviewed those records and observed the radios and chargers to verify the completeness and accuracy of those records. We recommend the CDA ensure that adequate records are maintained on an ongoing basis for all applicable CDA equipment.



## Conclusion

*No issues or concerns were identified that indicate consolidation was not appropriate.*

*There have been significant technical issues that impacted the efficiency of CDA operations.*

*Completion of the new TPD Records System has been delayed due to several factors.*

*Certain contractual terms should have been enhanced to better protect the interest of the applicable owners and the CDA.*

*Overpayments to Motorola totaling \$50,000 were identified by the audit.*

This audit was conducted to address several areas and concerns pertaining to the Tallahassee-Leon County CDA. Major contracts for implementation of systems at the CDA and Tallahassee Police Department (TPD) were reviewed as part of this audit. Seven specific audit objectives were established to address those areas, concerns, and contracts.

Our audit did not identify significant concerns or issues that indicate the consolidation of the dispatch function within the Tallahassee-Leon County area was not appropriate, or that the expected benefits from that consolidation will not be realized. Our audit did identify issues and concerns which have been proactively addressed by the CDA Board, CDA Director, and owner agencies (City, County, and Sheriff's Office). Many of those issues and concerns had been identified and were being addressed prior to the start of this audit.

In regard to issues and concerns addressed in our audit, we found there have been significant technology issues regarding the new Computer Aided Dispatch System (CAD system) which impacted the efficiency and effectiveness of CDA operations. Some of those issues, as well as other factors, have significantly delayed completion of the new Records System at TPD. We identified areas where contractual provisions for both the new CAD system at the CDA and the new Records System at TPD should have been enhanced to better protect the interest of the applicable owners and the CDA. Our audit also identified overpayments to Motorola of approximately \$50,000, which have subsequently been recovered.

Additionally, our audit showed the CDA is in the process of establishing formal policies and procedures with plans to obtain appropriate industry accreditation after completion and full implementation of those policies and procedures.

We found the CDA has a formal quality assurance function to review call taker performance in processing emergency calls for fire, medical, and emergency calls involving missing children, and plans to apply that function to all other calls for law enforcement services in the near future. Actions are being taken by the CDA to address concerns identified by that quality assurance function. The CDA should consider expanding the quality assurance process to other areas including dispatcher performance

*Enhancements were needed regarding CDA policies, quality assurance, training and employee certifications, and staffing.*

*Records were not adequate to show critical information was generally provided to responding units for applicable incidents.*

*Response times were calculated and compared to other jurisdictions; however conclusions cannot be drawn from those comparisons.*

*The owners should continue working with Motorola to resolve remaining system issues. If those issues are not resolved in the near future, the owners should take appropriate actions.*

and response times, and should complete current plans to apply that process to all categories of law enforcement calls.

The CDA has a formal training program and requires CDA call takers and dispatchers to be certified in accordance with State statutes and to also obtain and maintain other pertinent certifications. Instances were identified where a few CDA employees were not certified as required. We determined a need for the CDA to improve records and methods used to track employee certifications.

We determined that the CDA has experienced higher than normal turnover and that staff is working significant overtime to ensure the CDA is adequately staffed because of vacancies that are, in part, attributable to that high turnover.

We determined there was not an adequate method/process for tracking the opening of critical premises hazards and because of the lack of adequate records, we could not conclude that critical information (e.g., officer safety) is or is not generally being relayed to responding units for applicable incidents. Actions are planned and being taken to ensure critical premises hazards are opened and information relayed to dispatched service units for future incidents.

We calculated CDA response times and gathered information on response times of public dispatch agencies in other jurisdictions. However, because of variations in methods and systems used by dispatch agencies to calculate response times, it was not possible to draw any conclusions based on comparison of the CDA's response times to the times reported by other jurisdictions.

We made recommendations for the issues and concerns addressed by this audit. Those recommendations included:

- CAD System: The owners (City, County, and Sheriff's Office) should continue to work with Motorola to resolve remaining technical and performance issues. In the event those issues are not resolved in the near future and/or additional significant issues occur or reoccur, the owners should negotiate a fair and appropriate agreement with Motorola providing for (1) a deadline for resolution of remaining system issues, (2) restitution to the owners for any adverse financial

impacts resulting from the system issues; and (3) a remedy in the event the owners determine it is in the CDA's best interest to discard the PremierOne CAD and Mobile System and acquire and install a replacement system, to include Motorola providing continued support of the PremierOne CAD and Mobile System until such time a replacement system is in place and operational. Additionally, if the outcome of those efforts are not successful and system instability issues continue, the owners should consider their right to submit a claim to the applicable surety company invoking the provisions of the contractually required performance bond that guarantees performance (i.e., to provide an acceptable system).

*Consideration should be given to using qualified third-party consultants and conducting enhanced risk analyses for future system acquisitions and implementations.*

For future situations where systems are being implemented that impact the public's health, safety, and welfare, the applicable system owners should consider hiring a qualified third-party consultant to help ensure the system is adequately designed, properly implemented, and properly and adequately tested at the expected activity levels and load volumes prior to use of the system. Additionally, enhanced risk analyses should be conducted for such systems and competitive procurement methods applied as appropriate based on the results of those enhanced analyses.

*The City should monitor Motorola's efforts to complete the implementation of the new TPD Records System and consider actions if those efforts are not successful.*

- TPD Records System: City management and project staff should continue to monitor Motorola's efforts to resolve those issues delaying implementation of the new TPD Records System and continue to work with Motorola to help facilitate installation and cutover to the new system. Also, the City should consider seeking financial restitution (in the amount of \$148,531) from Motorola for the adverse financial impacts incurred by TPD as a result of the delays. As a last resort, the City should consider legal actions for breach of contract in the event Motorola does not complete installation and achieve the City's final acceptance in a reasonable period.
- Contracts: Future contracts for implementation of major new systems should include enhanced terms providing for stronger financial incentives and/or penalties (e.g., withholdings and liquidated damages) in the event the contractor does not timely complete installation of an acceptable system. Performance bonds should be required for each contract. The owners should comply with all terms and conditions to

*Enhanced terms providing for stronger financial incentives and/or penalties should be included in future contracts.*

ensure the owners' and public's interests are protected. Consideration should be given to assessing liquidated damages for the current contract with Motorola for the new CAD system. Change orders should be reviewed and approved by each applicable party and executed by an appropriate City representative and authority. Justification for change orders should be documented.

*Efforts should be enhanced to ensure proper payments for maintenance and support.*

- Maintenance and Support Agreements: To preclude future overpayments, project managers should ensure amounts billed and paid to contractors are in accordance with governing contractual provisions.

*Efforts should be made to complete formal policies and procedures and to expand the quality assurance function to appropriate areas.*

- CDA Policies and Procedures: The CDA should continue efforts to ensure comprehensive formal policies and procedures are established and implemented by the end of the summer of 2015 as planned.

*Better records are needed to ensure call takers and dispatchers maintain each required certification.*

- Quality Assurance: The CDA should complete plans to review all categories of law enforcement calls as part of the formal quality assurance process. Efforts to address areas of underperformance identified by the quality assurance process should be continued. The quality assurance process should be expanded to address the dispatch function and processing times.

- Training and Staff Certifications: A centralized system should be established to track the certification status of all CDA staff. CDA management should ensure call takers and dispatchers maintain each required certification. The CDA should continue efforts to require all trainers to be certified in the training function.

*Exit interviews should be conducted and recruitment efforts continued to reduce vacancies and reduce overtime and staff turnover.*

- Staffing: The CDA should conduct exit interviews with terminating employees and take appropriate actions based on useful information obtained through those interviews. To help alleviate potential stress and fatigue and lessen overtime worked by current staff, ongoing recruitment efforts to reduce the number of vacancies in call taker and dispatcher positions should be continued.

- Premises Hazards: Corrective measures planned and being taken to ensure critical premises hazards are opened by dispatchers and applicable information communicated to responding units in accordance with CDA protocol should be completed. Those actions, some of which have now been completed, include (1) providing an

*Planned actions to ensure critical premises hazards are opened and information provided to responding units should be completed.*

audible alert on the responding unit's mobile devices, (2) system changes that will require the dispatcher to acknowledge a premises hazard before dispatching a unit to an incident involving a location to which a hazard has been attached, (3) color-coding premises hazards as to level of criticality, (4) purging and updating current hazards as appropriate, (5) establishing a formal policy and procedure for premises hazards, (6) enhancing training on premises hazards, and (7) incorporating use of premises hazards as part of the formal quality assurance review process.

In addition, we recommend the CDA establish a method/process to track, on an ongoing basis, whether established protocol has been followed regarding reporting critical information to responding units for incidents. Furthermore, owner efforts to obtain historical information from Motorola to allow for a historical analysis as to whether premises hazards have been opened and reviewed as required by CDA protocol should be continued.

- **Response Times:** The CDA should consider enhancing its process for determining response times to provide additional information that would be useful for management oversight purposes. Results from that enhanced process should be used by CDA management and responding agency management as part of the process for determining and evaluating performance and identifying areas where improvements should be made.

*More comprehensive response times should be calculated on a periodic basis and used by management to evaluate performance.*

We would like to thank staff at the CDA, the City ISS Department, TPD, the Tallahassee Fire Department, the Leon County EMS, and the Leon County Sheriff's Office for their assistance and cooperation during this audit.

**Auditor Comment.** Regarding the CDA, that agency began operations in September 2013, following years of planning by owner staff and officials, the construction of a centralized facility, the installation of what was believed to be an upgrade of a computer system that had been successfully used at TPD for years, and the employment of experienced call takers and dispatchers transferred to the CDA from TPD and the Sheriff's Office. Based on those circumstances, a decision was made that the CDA was ready for operations. In hindsight, one could conclude that a delay in the

commencement of CDA operations may have been more appropriate. While it was unclear as to whether a delay would have eliminated some or all of the operational issues described in the previous pages of this report, a delay would have provided additional time and opportunities for testing the CDA's new technology, the hiring of a permanent director, the establishment of formal CDA policies and procedures, and the training of CDA staff in the application of the policies and procedures. Regardless of whether a delay was or was not more appropriate, the issues and concerns addressed in this audit are correctable and are being addressed, and owner agency and CDA leadership are making appropriate changes to ensure Leon County area citizens will be provided with an enhanced emergency dispatch function.

## CDA and City Response



March , 2015

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Tallahassee, Florida 32301-1731

**Subject: Audit of the Tallahassee-Leon County Consolidated Dispatch Agency and Related Motorola Contracts**

Dear Mr. Fletcher:

The Consolidated Dispatch Agency (CDA) appreciates the thoughtful and thorough review that the City of Tallahassee's Office of the City Auditor conducted with respect to the Tallahassee-Leon County CDA and related Motorola contracts. The CDA welcomes the opportunity to engage with the Office of the City Auditor to improve the CDA as a whole. The CDA believes that the recommendations outlined in the audit report seek to achieve this goal as well as the critical, overall mission of the CDA, which is to "Enrich public service through active listening, accurate interpretation, and swift dissemination of emergency and non-emergency calls to appropriate resources."

Attached, please find the CDA's responses to each of the recommendations contained within the audit report.

Sincerely,  
Timothy A. Lee  
Director CDA

Vincent S. Long  
Leon County Administrator

Anita Favors Thompson  
Manager, City of Tallahassee

Mike Wood  
Leon County Sheriff

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**Consolidated Dispatch Agency (CDA) Response to Audit Recommendations  
Audit of the Tallahassee-Leon CDA and Related Motorola Contracts**

1. **Recommendation:** The owners should continue working with Motorola to resolve remaining system issues. If those issues are not resolved in the near future, the owners should take appropriate actions.

**CAD System:** The owners (City, County, and Sheriff's Office) should continue to work with Motorola to resolve remaining technical and performance issues. In the event those issues are not resolved in the near future and/or additional significant issues occur or reoccur, the owners should negotiate a fair and appropriate agreement with Motorola providing for (1) a deadline for resolution of remaining system issues, (2) restitution to the owners for any adverse financial impacts resulting from the system issues; and (3) a remedy in the event the owners determine it is in the CDA's best interest to discard the PremierOne CAD and Mobile System and acquire and install a replacement system, to include Motorola providing continued support of the PremierOne CAD and Mobile System until such time a replacement system is in place and operational. Additionally, if the outcome of those efforts are not successful and system instability issues continue, the owners should consider their right to submit a claim to the applicable surety company invoking the provisions of the contractually required performance bond that guarantees performance (i.e., to provide an acceptable system).

**CDA's Response:** The CDA concurs with this recommendation. The CDA as part of protecting its interest has employed a network administrator to monitor system stability and create an onsite resource that is utilized to specialize in the Motorola Premier One solution. It is intended to establish a period of acceptable stability of the Motorola CAD product to validate what options may be needed to remedy any ongoing issues with the CAD product. It is the intent of the CDA to continue to work with Motorola on the implementation of new platforms and the stabilization of the existing system until which time the CDA deems that there is no resolution to the ongoing issues. At which time the CDA will make the appropriate recommendation to the stakeholders that will be in the best interest of the CDA.

2. **Recommendation:** The City should monitor Motorola's efforts to complete the implementation of the new TPD Records System and consider actions if those efforts are not successful.

**TPD Records System:** City management and project staff should continue to monitor Motorola's efforts to resolve those issues delaying implementation of the new TPD Records System and continue to work with Motorola to help facilitate installation and cutover to the new system. Also, the City should consider seeking financial restitution (in the amount of \$148,531) from Motorola for the adverse financial impacts incurred by TPD as a result of the delays. As a last resort, the City should consider legal actions for breach of contract in the event Motorola does not complete installation and achieve the City's final acceptance in a reasonable period.

**CDA's Response:** As this is not a CDA issues and the City of Tallahassee is providing a separate response.

**City's of Tallahassee Response:** City ISS staff has been consistently working with Motorola staff to complete tasks and resolve issues. The first iteration of data conversion was completed by Motorola on Nov. 26, 2014 and has been reviewed by the City's project team. The Project Team has identified a punch list of tasks that need to be completed for the cutover in August 2015. The training schedule for TPD's staff has been completed. Acceptance testing will begin in April 2015 and the team has agreed to a cutover date of August 2015. The team continues to meet weekly to ensure a successful project implementation this year. The City's Chief Information Systems Officer



along with City Legal will seek compensation from Motorola for the adverse financial impacts incurred by TPD due to the delays.

3. **Recommendation:** Enhanced terms providing for stronger financial incentives and/or penalties should be included in future contracts.

**Contracts:** Future contracts for implementation of major new systems should include enhanced terms providing for stronger financial incentives and/or penalties (e.g., withholdings and liquidated damages) in the event the contractor does not timely complete installation of an acceptable system. Performance bonds should be required for each contract. The owners should comply with all terms and conditions to ensure the owners' and public's interests are protected. Consideration should be given to assessing liquidated damages for the current contract with Motorola for the new CAD system. Change orders should be reviewed and approved by each applicable party and executed by an appropriate City representative and authority. Justification for change orders should be documented.

**CDA Response:** The CDA concurs and will consider appropriate penalties for future contracts.

4. **Recommendation:** Consideration should be given to using qualified third-party consultants and conducting enhanced risk analyses for future system acquisitions and implementations.

**CAD System (continued):** For future situations where systems are being implemented that impact the public's health, safety, and welfare, the applicable system owners should consider hiring a qualified third-party consultant to help ensure the system is adequately designed, properly implemented, and properly and adequately tested at the expected activity levels and load volumes prior to use of the system. Additionally, enhanced risk analyses should be conducted for such systems and competitive procurement methods applied as appropriate based on the results of those enhanced analyses.

**CDA's Response:** The CDA concurs and will consider this approach when appropriate in future acquisitions.

**City of Tallahassee Response:** A third-party consultant was engaged for the acquisition of the City's Motorola PremierCAD system that was used by TPD and TFD prior to consolidation. The owners purchased the Motorola PremierOne CAD/Mobile system for the CDA as a system upgrade to the existing Motorola PremierCAD, not a new system; therefore a third-party consultant was not engaged. The recommended approach will be considered when appropriate for future acquisitions.

5. **Recommendation:** Efforts should be enhanced to ensure proper payments for maintenance and support.

**Maintenance and Support Agreements:** To preclude future overpayments, project managers should ensure amounts billed and paid to contractors are in accordance with governing contractual provisions.

**CDA's Response:** The CDA concurs that corrective measures be put into place to protect the interest of the owners and the CDA. The City of Tallahassee is providing a separate response.

**City of Tallahassee Response:** Prior procedures entailed the project manager reviewing all invoices and maintenance agreements/renewals and approving for payment. Staff has been counseled on this item and the process modified to include multiple levels of review and approval. In addition to the project manager's approval, the ISS Manager for Public Safety will also review and cross-reference all invoices and maintenance agreements/renewals with signed contracts and/or change orders as appropriate. The ISS Manager will also ensure all owners approve the documents

with a signature prior to any payment being made.

6. **Recommendation:** Efforts should be made to complete formal policies and procedures

**CDA Policies and Procedures:** The CDA should continue efforts to ensure comprehensive formal policies and procedures are established and implemented by the end of the summer of 2015 as planned.

**CDA's Response:**

We concur with this recommendation and the CDA is in the process of establishing formal policies that would meet industry standards. Currently the CDA has currently vetted 45 personnel and operational policies through the Management Committee and have received final approval from the CDA Board. The CDA's focus is to obtain accreditation as part of the design of policies and procedures. The CDA has established an Accreditation Managers position that is working with representatives of the Leon County Sheriff's Office, Leon County EMS and the Tallahassee Police Department to assist in the design and implementation of the policies to meet CALEA (Commission for Accreditation for Law Enforcement), FSA (Florida Sheriff's Association) and the ACE accreditation through the National Academy of Emergency Dispatch, staying in compliance with (CAAS) Commission on Accreditation of Ambulance Services.

7. **Recommendation:** Efforts should be made to expand the quality assurance function to appropriate areas.

**Quality Assurance:** The CDA should complete plans to review all categories of law enforcement calls as part of the formal quality assurance process. Efforts to address areas of underperformance identified by the quality assurance process should be continued. The quality assurance process should be expanded to address the dispatch function and processing times.

**CDA's Response:**

We concur with this recommendation and have already begun to implement it. The CDA does have a formal Quality and Assurance program in place. This task has been added to the CDA's Continuous Improvement Work Plan for tracking and implementation. The CDA is currently looking at a second quarter of 2015 implementation of Police Protocols for call taking and dispatching purposes. As part of the implementation it will mirror the existing practices for quality and assurance utilized to critique fire and EMS calls. The additional focus will be in the reviewing of radio traffic that is populated as part of each of the dispatched calls. As it relates accountability of dispatch times, the CDA runs a monthly, quarterly and annual report to evaluate response and dispatch times. As part of this practice corrective measures are put into place as needed to create the most proficient response mechanism as possible.

As it relates to the dispatcher performance and response times, the CDA has a process that monthly and quarterly Arthur Kraus and Associates provide internal staff reports that provide metrics for evaluating dispatcher performance and overall expectations.

8. **Recommendation:** Better records are needed to ensure call takers and dispatchers maintain each required certification.

**Training and Staff Certifications:** A centralized system should be established to track the certification status of all CDA staff. CDA management should ensure call takers and dispatchers maintain each required certification. The CDA should continue efforts to require all trainers to be certified in the training function.

**CDA's Response:**

We concur with this recommendation and have already begun to implement it. This task has been added to the CDA's Continuous Improvement Work Plan for tracking and implementation. The CDA is looking into a solution that each of the employee's certifications are maintained in a digital format that is kept current through either a records management system or Outlook accountability system. Each of the employees that were identified as part of the audit were removed from their daily duties and corrective measures were utilized to get each of their certifications current. Each of employees that were identified within the audit has taken the prescribed steps to bring their status current with the State of Florida and the CDA required certifications. To date all employees are current in their certification's as required to be CDA employee.

9. **Recommendation:** Exit interviews should be conducted and recruitment efforts continued to reduce vacancies and reduce overtime and staff turnover.

**Staffing:** The CDA should conduct exit interviews with terminating employees and take appropriate actions based on useful information obtained through those interviews. To help alleviate potential stress and fatigue and lessen overtime worked by current staff, ongoing recruitment efforts to reduce the number of vacancies in call taker and dispatcher positions should be continued.

**CDA's Response:**

We concur with this recommendation and have already taken steps to implement it. The CDA, since its inception, has had a high volume of turnover rate. We are currently evaluating the root cause(s) for the high turnover rate in the attempt to identify and implement potential solutions, and will implement exit interviews to help identify the causes of turnover on an ongoing basis. The CDA has currently created a form to supply to all out going employees that provides them the ability to explain the reason for their departure. The intent is for the CDA to evaluate each of the forms and create a data base to assist in a change management process to reduce the turn over rate

As to ongoing recruitment: (1) a recruitment commercial was created and is continually aired on WCOT; (2) representatives attend Career Fairs (eleven have been attended since February 2014); (3) recruitment sessions at Work Force have been completed; (4) digital recruitment signs have been utilized at various locations; and (5) representatives have participated in multiple public speaking engagements for employee recruitment purposes.

10. **Recommendation:** Planned actions to ensure critical premises hazards are opened and information provided to responding units should be completed.

**Premises Hazards:** Corrective measures planned and being taken to ensure critical premises hazards are opened by dispatchers and applicable information communicated to responding units in accordance with CDA protocol should be completed. Those actions, some of which have now been completed, include (1) providing an audible alert on the responding unit's mobile devices, (2) system changes that will require the dispatcher to acknowledge a premises hazard before dispatching a unit to an incident involving a location to which a hazard has been attached, (3) color-coding premises hazards as to level of criticality, (4) purging and updating current hazards as appropriate, (5) establishing a formal policy and procedure for premises hazards, (6) enhancing training on premises hazards, and (7) incorporating use of premises hazards as part of the formal quality assurance review process. In addition, we recommend the CDA establish a method/process to track, on an ongoing basis, whether established protocol has been followed regarding reporting critical information to responding units for incidents. Furthermore, owner efforts to obtain historical information from Motorola to allow for a historical analysis as to whether premises hazards have been opened and reviewed as required by CDA protocol should be continued.

**CDA's Response:**

We concur with this recommendation, and have begun implementing a solution. This task is already part of the CDA's Continuous Improvement Work Plan. The CDA is working with the CAD vendor, Motorola, to create a mechanism by which the premise hazard would have to be acknowledged and viewed for the call to be processed. The projected release date for this solution is April 2015, with an implementation time frame of July 2015.

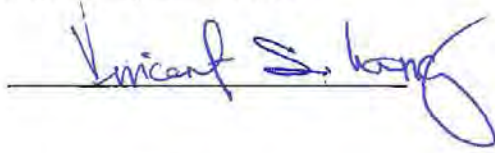
11. **Recommendation:** More comprehensive response times should be calculated on a periodic basis and used by management to evaluate performance.

**Response Times:** The CDA should consider enhancing its process for determining response times to provide additional information that would be useful for management oversight purposes. Results from that enhanced process should be used by CDA management and responding agency management as part of the process for determining and evaluating performance and identifying areas where improvements should be made.

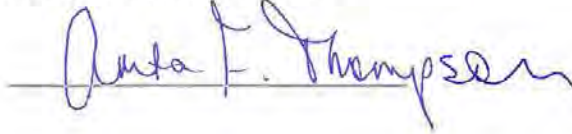
**CDA's Response:**

The CDA partially concurs with this recommendation. The CDA has created standardized reports that are generated as part of the CAD system that allows for CDA administration to view current and past statistical data. Currently the CDA reviews each of the reports on a monthly, quarterly and annual basis to evaluate the performance of its call processing capabilities. The CDA will continue to use industry standards. The CDA utilizes industry standards established by NFPA (National Fire Protection Association) and CAAS (Commission on Accreditation of Ambulance Services) as the metric for measurement. Consistent with such industry standards, each agency nationwide measuring call to dispatch, dispatch to pre-alert and pre-alert to on scene time. The CDA will continue to monitor dispatch times and make corrective actions as needed.

Vincent S. Long  
Leon County Administrator

A handwritten signature in blue ink, appearing to read "Vincent S. Long", written over a horizontal line.

Anita Favors Thompson  
Manager, City of Tallahassee

A handwritten signature in blue ink, appearing to read "Anita F. Thompson", written over a horizontal line.

Mike Wood  
Leon County Sheriff

A handwritten signature in black ink, appearing to read "M Wood", written over a horizontal line.

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## APPENDIX A

### Comparison of Response Times

As described on pages 142 through 144 of this report, we compared the response times as determined for the CDA and applicable service agencies to response times reported by other jurisdictions. As also noted on pages 142 through 144, **the data for the other entities was not audited or validated by our office. Also, the methods by which the response times were determined for the other entities, as shown for the other entities in this Appendix were not described in the Florida Benchmark Consortium's document. Multiple methods may have been used to calculate and determine response times. For example, certain calls may be excluded or included depending on decisions made by the entity, or the methods for determining "start" and "completion" times may differ among the entities. Furthermore, in comparing response times, it should be noted that individual local governmental entities vary significantly in regard to (1) the type services provided (e.g., some EMS responders do not provided transport services whereas Leon EMS does provide those services), (2) the number of agencies dispatched (e.g., while the CDA is a consolidated dispatch agency, other dispatch agencies may dispatch to only a single agency), (3) the amount of resources and number units available to respond, and (4) the size of the geographical areas served (all of which impact response times). Accordingly, it was not possible to conclude using this information whether the Tallahassee-Leon County CDA and the related service entities performed better or worse than the other entities included in this Appendix. A more meaningful comparison, in our opinion, will be a comparison of response times for the CDA and related responding agencies (TPD, Tallahassee Fire Department, Sheriff's Office, and EMS) over specific periods of time (e.g., annually). As data for the CDA is currently only available for 13 months, such comparisons currently are not feasible.**

#### *Law Enforcement Calls*

For Law Enforcement calls, we determined 17 cities and counties provided "response time" information to the Florida Benchmark Consortium. The data reported included (1) average time from incident creation to dispatch (equates to "Response Time #1" in Tables 23 and 25 within this report) and (2) average time from dispatch to arrival on scene of the incident (equates to "Component #3 in Tables 23 and 25 within this report). That data and our audit determinations for the CDA and related service entities are shown in the following two tables.

**APPENDIX A (continued)**  
***Law Enforcement Calls (continued)***

<b>TABLE 26</b>		
<b>Comparison of CDA to Other Entities (1)</b>		
<b>Law Enforcement Calls – Incident Creation to Dispatch</b>		
<b>(Average Response Time)</b>		
	<b><u>Entity</u></b>	<b><u>Time</u></b> <b><u>(2)</u></b>
1	Cape Coral	1:14
2	Coral Springs	1:12
3	Gainesville	0:28
4	Lakeland	1:24
5	New Smyrna Beach	1:25
6	Ocala	3:29
7	Orange City	0:30
8	Oviedo	0:55
9	Pinellas Park	2:00
10	Plant City	1:48
11	Pompano Beach	2:31
12	Port Orange	1:00
13	Port St. Lucie	1:19
14	Tamarac	2:23
15	Vero Beach	1:17
16	West Palm Beach	2:16
17	Miami-Dade	2:09
<b>CDA</b>	<b>Calls dispatched to TPD</b> <i>(May not be comparable for the reasons described)</i>	<b>3:18/3:10</b> <i>(Note 3)</i>
<b>CDA</b>	<b>Calls dispatched to Sheriff's Office</b> <i>(May not be comparable for the reasons described)</i>	<b>3:29/2:53</b> <i>(Note 3)</i>
Note (1): Data for other entities provided by Florida Benchmark Consortium for Fiscal Year 2013.		
Note (2): Time expressed in minutes and seconds.		
Note (3): From Tables 23 and 25.		



**APPENDIX A (continued)**  
***Law Enforcement Calls (continued)***

<b>TABLE 27</b>		
<b>Comparison of Service Unit Response Times to Other Entities (1)</b>		
<b>Law Enforcement Calls – Dispatch to On Scene</b>		
<b>(Average Response Time)</b>		
	<b><u>Entity</u></b>	<b><u>Time</u></b> <b><u>(2)</u></b>
1	Cape Coral	4:33
2	Coral Springs	3:54
3	Gainesville	6:00
4	Lakeland	5:00
5	New Smyrna Beach	5:45
6	Ocala	3:14
7	Orange City	1:35
8	Oviedo	3:23
9	Pinellas Park	4:00
10	Plant City	5:24
11	Pompano Beach	3:33
12	Port Orange	3:00
13	Port St. Lucie	6:35
14	Tamarac	5:50
15	Vero Beach	1:31
16	West Palm Beach	2:28
17	Miami-Dade	5:09
<b>CDA</b>	<b>Calls dispatched to TPD</b> <i>(May not be comparable for the reasons described)</i>	<b>5:17/3:11</b> <i>(Note 3)</i>
<b>CDA</b>	<b>Calls dispatched to Sheriff's Office</b> <i>(May not be comparable for the reasons described)</i>	<b>6:13/3:16</b> <i>(Note 3)</i>
Note (1): Data for other entities provided by Florida Benchmark Consortium for Fiscal Year 2013.		
Note (2): Time expressed in minutes and seconds.		
Note (3): From Tables 23 and 25.		

**APPENDIX A (continued)**  
***Law Enforcement Calls (continued)***

For Law Enforcement calls we also surveyed other similar governmental entities within the State of Florida other than those providing data to the Florida Benchmark Consortium. For those surveyed entities we obtained information on (1) average time from dispatch to arrival on scene of the applicable incident (equates to “Component #3” in Tables 23 and 25 within this report) and (2) average time from start of an incident to arrival on scene (equates to “Response Time #3” in Tables 23 and 25 within this report). That data and our audit determinations for the CDA and related service entities are shown in the following two tables.

<b>TABLE 28</b>		
<b>Comparison of Service Unit Response Times to Other Surveyed Entities (1)</b>		
<b>Law Enforcement Calls – Dispatch to On Scene</b>		
<b>(Average Response Time)</b>		
	<u><b>Entity</b></u>	<u><b>Time</b></u> <u><b>(2)</b></u>
1	Pinellas County Sheriff	4:21
2	Alachua County Sheriff	1:29
3	Ft. Lauderdale Police	3:48
4	Orange County Sheriff	4:59
5	Escambia County Sheriff	6:00
6	Pensacola Police	4:37
<b>CDA</b>	<b>Calls dispatched to TPD</b> <i>(May not be comparable for the reasons described)</i>	<b>5:17/3:11</b> <i>(Note 3)</i>
<b>CDA</b>	<b>Calls dispatched to Sheriff’s Office</b> <i>(May not be comparable for the reasons described)</i>	<b>6:13/3:16</b> <i>(Note 3)</i>
Note (1): Data for other entities as surveyed by the Office of the City Auditor.		
Note (2): Time expressed in minutes and seconds.		
Note (3): From Tables 23 and 25.		

**APPENDIX A (continued)**  
***Law Enforcement Calls (continued)***

<b>TABLE 29</b>		
<b>Comparison of CDA and Service Unit Response Times to Other Surveyed Entities (1)</b>		
<b>Law Enforcement Calls – Start to On Scene</b>		
<b>(Average Response Time)</b>		
	<b><u>Entity</u></b>	<b><u>Time</u></b> <b><u>(2)</u></b>
1	Clearwater Police	8:36
2	Alachua County Sheriff	5:34
3	Ft. Lauderdale Police	5:34
4	Escambia County Sheriff	9:00
5	Pensacola Police	6:25
6	Lakeland Police	6:48
7	Polk County Sheriff	13:52
<b>CDA</b>	<b>Calls dispatched to TPD</b> <i>(May not be comparable for the reasons described)</i>	<b>8:35/6:21</b> <i>(Note 3)</i>
<b>CDA</b>	<b>Calls dispatched to Sheriff's Office</b> <i>(May not be comparable for the reasons described)</i>	<b>9:42/6:09</b> <i>(Note 3)</i>
Note (1): Data for other entities as surveyed by the Office of the City Auditor.		
Note (2): Time expressed in minutes and seconds.		
Note (3): From Tables 23 and 25.		

## APPENDIX A (continued)

### *EMS Calls*

For EMS calls, we determined 12 cities and counties provided “response time” information to the Florida Benchmark Consortium. The data shown for these entities are the response times determined by the entity to be equal to or less than 90% of the entity’s calls (meaning 90% of the entity’s responses were equal to or less than that time). Data are reported for the following categories: (1) From incident creation to dispatch (equates to “Response Time #1” in Tables 23 and 25 within this report) and (2) from dispatch to arrival on scene of the applicable incident (equates to “Component #3” in Tables 23 and 25 within this report). That data and our audit determinations for the CDA and related service entities are shown in the following two tables.

<b>TABLE 30</b> <b>Comparison of CDA to Other Entities (1)</b> <b>EMS Calls – Incident Creation to Dispatch</b> <b>(Times for which 90% of the calls were sent to dispatch after creation)</b>		
	<u>Entity</u>	<u>Time</u> <u>(2)</u>
1	Gainesville	3:09
2	Oakland Park	0:41
3	Orange City	2:19
4	Plant City	2:40
5	Winter Park	0:54
6	Alachua County	3:10
7	Hillsborough County	3:04
8	Miami-Dade	1:02
9	Orange County	0:50
10	Pinellas County	1:31
11	Polk County	2:40
12	Seminole County	2:00
<b>CDA</b>	<b>Calls dispatched to EMS</b> <i>(May not be comparable for the reasons described)</i>	<b>3:05/2:49</b> <i>(Note 3)</i>
Note (1): Data for other entities provided by Florida Benchmark Consortium for Fiscal Year 2013.		
Note (2): Time expressed in minutes and seconds.		
Note (3): Calculated based on the parameters used for Tables 23 and 25.		

**APPENDIX A (continued)**  
**EMS Calls (continued)**

<b>TABLE 31</b>		
<b>Comparison of Service Unit Response Times to Other Entities (1)</b>		
<b>EMS Calls – Dispatch to On Scene</b>		
<b>(Approximate times for which 90% of the responding units arrived on scene after dispatch) (2)</b>		
	<u><b>Entity</b></u>	<u><b>Time</b></u> <u><b>(3)</b></u>
1	Gainesville	8:23
2	Oakland Park	8:03
3	Orange City	5:11
4	Plant City	8:20
5	Winter Park	6:59
6	Alachua County	12:18
7	Hillsborough County	8:09
8	Miami-Dade	12:32
9	Orange County	9:29
10	Pinellas County	7:27
11	Polk County	13:38
12	Seminole County	9:51
<b>CDA</b>	<b>Calls dispatched to EMS</b> <i>(May not be comparable for the reasons described)</i>	<b>13:53/13:05</b> <i>(Note 3)</i>
Note (1): Data for other entities provided by Florida Benchmark Consortium for Fiscal Year 2013.		
Note (2): For agencies other than the CDA, these are approximations based on the sum of two amounts including (1) 90 <sup>th</sup> percentile for time elapsed from the point in time the dispatch was received until the point in time the applicable vehicle is in motion and (2) 90 <sup>th</sup> percentile for time elapsed from the point in time of the applicable vehicle's movement to the time of the unit's arrival on scene.		
Note (3): Time expressed in minutes and seconds.		
Note (4): Calculated based on the parameters used for Tables 23 and 25.		

**APPENDIX A (continued)**  
***EMS Calls (continued)***

For EMS calls we also surveyed other similar governmental entities within the State of Florida other than those providing data to the Florida Benchmark Consortium. For those surveyed entities we obtained information on average time elapsed from dispatch to arrival on the scene of the applicable incident (equates to “Component #3” in Tables 23 and 25 within this report). That data and our audit determinations for the CDA and related service entities are shown in the following table.

<b>TABLE 32</b>		
<b>Comparison of Service Unit Response Times to Other Surveyed Entities (1)</b>		
<b>EMS Calls – Dispatch to On Scene</b>		
<b>(Average Response Time)</b>		
	<b><u>Entity</u></b>	<b><u>Time</u></b> <b><u>(2)</u></b>
1	Pensacola	8:15
2	Lakeland	9:33
3	Gainesville	5:08
<b>CDA</b>	<b>Calls dispatched to EMS</b> <i>(May not be comparable for the reasons described)</i>	<b>8:25/7:19</b> <i>(Note 3)</i>
Note (1): Data for other entities as surveyed by the Office of the City Auditor.		
Note (2): Time expressed in minutes and seconds.		
Note (3): From Tables 23 and 25.		

## APPENDIX A (continued)

### Fire Services Calls

For Fire Services calls, we determined 12 cities and counties provided “response time” information to the Florida Benchmark Consortium. The data shown for these entities are the response times determined by the entity to be equal to or less than 90% of the entity’s calls (meaning 90% of the entity’s responses were equal to or less than that time). Data are reported for the following categories: (1) From incident creation to dispatch (equates to “Response Time #1” in Tables 23 and 25 within this report) and (2) from dispatch to arrival on scene of the applicable incident (equates to “Component #3” in Tables 23 and 25 within this report). That data and our audit determinations for the CDA and related service entities are shown in the following two tables.

<b>TABLE 33</b>		
<b>Comparison of CDA to Other Entities (1)</b>		
<b>Fire Services Calls – Incident Creation to Dispatch (2)</b>		
<b>(Times for which 90% of the calls were sent to dispatch after creation)</b>		
	<u>Entity</u>	<u>Time (3)</u>
1	Gainesville	2:21
2	Oakland Park	0:36
3	Orange City	2:42
4	Plant City	2:20
5	Winter Park	0:54
6	Alachua County	2:48
7	Hillsborough County	3:01
8	Miami-Dade	1:39
9	Orange County	1:09
10	Pinellas County	1:13
11	Polk County	3:26
12	Seminole County	2:17
<b>CDA</b>	<b>Calls dispatched to Fire Department</b> <i>(May not be comparable for the reasons described)</i>	<b>3:21/2:39</b> <i>(Note 4)</i>
Note (1): Data for other entities provided by Florida Benchmark Consortium for Fiscal Year 2013.		
Note (2): Data for other agencies is for “Building Fires” whereas CDA times are for “all fires.”		
Note (3): Time expressed in minutes and seconds.		
Note (4): Calculated based on the parameters used for Tables 23 and 25.		

**APPENDIX A (continued)**  
**Fire Services Calls (continued)**

<b>TABLE 34</b>		
<b>Comparison of Service Unit Response Times to Other Entities (1)</b>		
<b>Fire Services Calls – Dispatch to On Scene (2)</b>		
<b>(Approximate times for which 90% of the responding units arrived on scene after dispatch) (3)</b>		
	<b><u>Entity</u></b>	<b><u>Time</u></b> <b><u>(4)</u></b>
1	Gainesville	7:52
2	Oakland Park	5:56
3	Orange City	4:54
4	Plant City	9:10
5	Winter Park	7:07
6	Alachua County	13:05
7	Hillsborough County	7:40
8	Miami-Dade	9:14
9	Orange County	9:21
10	Pinellas County	8:52
11	Polk County	12:12
12	Seminole County	9:18
<b>CDA</b>	<b>Calls dispatched to Fire Department</b> <i>(May not be comparable for the reasons described)</i>	<b>10:14/10:08</b> <i>(Note 5)</i>
Note (1): Data for other entities provided by Florida Benchmark Consortium for Fiscal Year 2013.		
Note (2): Data for other agencies is for “Building Fires” whereas CDA times are for “all fires.”		
Note (3): For agencies other than the CDA, these are approximations based on the sum of two amounts including (1) 90 <sup>th</sup> percentile for time elapsed from the point in time the dispatch was received until the applicable vehicle was in motion and (2) 90 <sup>th</sup> percentile for the time elapsed from the point in time applicable vehicle was put into motion until the point in time of the unit’s arrival on scene.		
Note (4): Time expressed in minutes and seconds.		
Note (5): Calculated based on the parameters used for Tables 23 and 25.		



**APPENDIX A (continued)**  
***Fire Services Calls (continued)***

For Fire Services calls we also surveyed other similar governmental entities within the State of Florida other than those providing data to the Florida Benchmark Consortium. For those surveyed entities we obtained information on average time elapsed from dispatch to the arrival on scene of the applicable incident (equates to “Component #3” in Tables 23 and 25 within this report). That data and our audit determinations for the CDA and related service entities are shown in the following table.

<b>TABLE 35</b>		
<b>Comparison of Service Unit Response Times to Other Surveyed Entities (1)</b>		
<b>Fire Services Calls – Dispatch to On Scene</b>		
<b>(Average Response Time)</b>		
	<b><u>Entity</u></b>	<b><u>Time</u></b> <b><u>(2)</u></b>
1	Pensacola	7:29
2	Lakeland	7:14
3	Gainesville	5:04
<b>CDA</b>	<b>Calls dispatched to Fire Department</b> <i>(May not be comparable for the reasons described)</i>	<b>6:40/6:30</b> <i>(Note 3)</i>
Note (1): Data for other entities as surveyed by the Office of the City Auditor.		
Note (2): Time expressed in minutes and seconds.		
Note (3): From Tables 23 and 25.		

## **Consolidated Dispatch Agency** **Continuous Improvement Work Plan**

The CDA has a commitment to the citizens of Leon County and the City of Tallahassee as a customer based and performance driven organization. Our focus is on utilization of policies, procedures, and technology driven initiatives that provide the community with an industry leading public safety agency.

This “Continuous Improvement Work Plan” provides a summary of the areas of work the CDA is currently engaged in. The document is maintained by the CDA and is being updated and modified as necessary by the Technical Sub Committee, Operations Committee, and the CAD Committee. Additional issues will be added to the work plan by the CDA Board, the Management Committee, or the CDA Director. The work plan contains regularly updated benchmarking statistics and a stand-alone section on Accomplishments and Enhancements of the CDA.

### **Entities and Workgroups Established:**

Different entities and workgroups have been established in support of the CDA. Other ad-hoc committees are formed as needed to address specific situations. The following provides a summary of the standing entities/workgroups, which may be referenced in the individual elements of the work plan:

**Consolidated Dispatch Agency Board (CDA):** Sheriff, City Manager, County Administrator (Chair); meets bi-monthly.

**Management Committee:** Police Chief, Sheriff’s Designee (Chair), EMS Chief, Fire Chief; meets monthly.

**Technical Sub-Committee:** CDA Director, Leon County MIS Director, City of Tallahassee CIO, Sheriff’s Director of Management and Administration, TPD representative, TFD representative, EMS representative, Director 800 MHz, CAD Systems Manager; meets weekly.

**Operations Committee:** Brett Davidson (Leon County EMS), Lori Roberts (Division Chief Tallahassee Fire Department), Fred Smith (City of Tallahassee MIS), Lt. Drzewiecki (Leon County Sheriff’s Office), Lt. Lawyer (Tallahassee Police Department); Meets weekly

**CAD Workgroup:** A focus group of CDA employees that provides feedback on CAD functionality and operational procedures to the CDA Director. Meets weekly as part of the Operations Meeting

The report is structured as follows:

### **Work Plan Categories:**

1. Work Plan Summary
2. Work Plan Element Definitions
3. Technical and System
4. Training and Protocols
5. Management and Administrative

### **Additional Information:**

6. Benchmarking Statistics
7. Accomplishments and Enhancements

## **1. Work Plan Summary**

- Total of 38 issues:
  - 21 completed to date
  - 15 to be completed by second quarter of 2015
  - 2 to be completed by 3<sup>rd</sup> quarter of 2015
- Technical and System:
  - 16 issues identified-
    - 13 completed to date
    - 7 to be completed first quarter of 2015
- Training and Protocols:
  - 11 issues identified
    - 6 completed to date
    - 5 to be completed by second quarter of 2015
- Management and Administrative:
  - 8 issues identified;
    - 4 completed
    - 4 to be completed by second quarter of 2015
- BENCHMARK Summary data
- Executive Summary

## **2. Work Plan Element Definitions**

The individual elements of the work plan are divided into three discrete categories: Technical and System, Training and Protocols, and Management and Administrative. Within each section are standalone issues, each, which contain the following elements:

- Category: Technical and System or Training and Protocols or Management and Administrative
- Number: TS - Technical and System, TP - Training and Protocols, MA - Management and Administrations
- Issue Title
- Issue Summary: Brief description of the issue
- Issue Resolution/Status: Specific actions to be taken to resolve the issue and current condition
- Issue Date: When was the issue identified
- Timeline for Resolution: Anticipated date of completion
- Responsible Individual/Entity: Individual(s) and/or entities responsible to resolve the issue
- Report Findings Addressed: Based on internal reviews the CDA has identified specific corrective measures and actions identified in the Trescott and Caracus Ct. reviews that are addressed through this issue being resolved
- Future findings that are identified through the processes that have been put in place will be input into the CDA Continuous Improvement Work Plan Document

**3. Technical and System**

<b>Category</b>	Technical and System
<b>Number</b>	#TS-001
<b>Issue Title</b>	Computer Aided Dispatch (CAD) addressing accuracy
<b>Issue Summary</b>	The CAD system has allowed an incorrect address to be entered into the system.
<b>Issue Resolution/Status</b>	CDA Geographic Information Systems (GIS) staff made corrective changes to ensure address validation prior to the CAD accepting an address entry.  CDA staff is documenting address validation with the CAD notes that all 9-1-1 information that the address has been validated through documentation of the closest cross street and the ANI/ALI (Automatic Number Identification and Automatic Location Information) information that is populated when a 9-1-1 call rings into the dispatch center.
<b>Issue Date</b>	July 18, 2014
<b>Timeline for Resolution</b>	Completed July 22, 2014
<b>Responsible Individual/Entity</b>	CDA Staff – Patrick Pence, TLCGIS Staff – Ned Cake
<b>Report Findings Addressed</b>	Trescott Review Corrective Measures #5 and #6

<b>Category</b>	Technical and System
<b>Number</b>	#TS-002
<b>Issue Title</b>	Premise Hazard System Warning System Upgrade
<b>Issue Summary</b>	The Premise Hazards warning in the CAD system does not require the call takers or dispatches to review the information.
<b>Issue Resolution/Status</b>	Develop system enhancement to require call takers and dispatchers to view Premise Hazards in the system. Motorola is reviewing options.
<b>Issue Date</b>	November 22, 2014
<b>Timeline for Resolution</b>	1 <sup>st</sup> quarter of 2015
<b>Responsible Individual/Entity</b>	Motorola; Technical Sub-Committee; CDA Director
<b>Report Findings Addressed</b>	Caracus Ct Review Action #3

<b>Category</b>	Technical and System
<b>Number</b>	#TS-003
<b>Issue Title</b>	Priority Dispatch System data and Motorola CAD notes were not interacting correctly.
<b>Issue Summary</b>	As part of the Trescott Dr. review, a comparison of the data entered into the Priority Dispatch Software, and the data that ultimately populated in the Motorola CAD notes identified that it did not correspond and failed to provide updated information in sequential order for the dispatching of first responders.
<b>Issue Date</b>	July 2014
<b>Issue Resolution/Status</b>	On a daily basis, CDA is taking random samples to validate that the information is being entered in to the Priority Dispatch software is being properly received into the Motorola CAD notes. CDA is working with Motorola to identify issues that are preventing the correct transfer of data.

<b>Timeline for Resolution</b>	Completed August 2014
<b>Responsible Individual/Entity</b>	CDA Director , CDA Quality Assurance Staff and Motorola
<b>Report Findings Addressed</b>	Trescott Drive CM #8 and #9

<b>Category</b>	Technical and System
<b>Number</b>	#TS-003A
<b>Issue Title</b>	Priority Dispatch System data and Motorola CAD notes were not interacting correctly.
<b>Issue Summary</b>	As part of the Trescott Dr. review, a comparison of the data entered into the Priority Dispatch Software and the data that ultimately populated in the Motorola CAD notes identified that it did not correspond and failed to provide updated information in sequential order for the dispatching of first responders.
<b>Issue Date</b>	July 2014
<b>Issue Resolution/Status</b>	Motorola applied an update to the server to address the cloning issue and set up SCOM for system alerts. CDA is taking random samples to validate that the information is being entered in to the Priority Dispatch software is being properly received into the Motorola CAD notes.
<b>Timeline for Resolution</b>	Completed November 2014
<b>Responsible Individual/Entity</b>	Motorola, CDA Technical Staff
<b>Report Findings Addressed</b>	Trescott Drive CM #8 and #9

<b>Category</b>	Technical and System
<b>Number</b>	#TS-004
<b>Issue Title</b>	Ability to retrieve CAD system information locally
<b>Issue Summary</b>	Due to the inability to readily retrieve information without the involvement of Motorola, detailed information cannot be obtained to validate server stability on several of the system servers.
<b>Issue Date</b>	July 2014
<b>Issue Resolution/Status</b>	Motorola is to provide access and training and documentation to appropriate CAD systems staff. The Technical Sub Committee that was recreated as part of the need for to stabilize the day-to-day technical environment has had ongoing interviews through the month of October and November in the attempt to find a Network Administrator for I.T. related issues within the CDA. The committee selected a candidate to begin working out of the City of Tallahassee ISS department to be permanently assigned at the CDA to work day to day with the Leon County I.T., Leon County MIS, the City of Tallahassee ISS, and the CDA staff, with a start date of December 22 <sup>nd</sup> 2014.
<b>Timeline for Resolution</b>	1 <sup>st</sup> quarter of 2015-Completed
<b>Responsible Individual/Entity</b>	TSC; CAD Systems Administrator; Motorola
<b>Report Findings Addressed</b>	Trescott Drive CM #10

<b>Category</b>	Technical and System
<b>Number</b>	#TS-005
<b>Issue Title</b>	Motorola CAD System Stability
<b>Issue Summary</b>	The CDA has previously experienced a number of on-going issues related to the operation of the CAD system. This resulted in a number of instances in which the CAD has not functioned properly, up to including the entire system needing to be “restarted.”
<b>Issue Date</b>	February 2014
<b>Issue Resolution/Status</b>	<ol style="list-style-type: none"> <li>1. The Technical Sub-Committee was reconvened to address the Motorola CAD System Stability issues and any other technical issues for the CDA. Weekly meetings are held with the first meeting held 9/4/14.</li> <li>2. Motorola installed an on-site team consisting of a project manager, a systems administrator, and a business analyst to address issues from 9/17/14 through 11/21/14.</li> <li>3. Weekly operational meetings are held with Motorola, the CDA Director, City and County technical staff, and CDA operational staff.</li> <li>4. Stability defined after all of ProQA installed, then 120 days of stability can start.</li> <li>5. On site Systems Administrator assigned to the CDA to start December 2014</li> </ol>
<b>Timeline for Resolution</b>	120 days of stability by June 2015 Sever instability December 26 <sup>th</sup> 2014 (Crash) Server Upgrade January 13 <sup>th</sup> -15 <sup>th</sup> March 6 <sup>th</sup> 2015 (Crash) Committee identified that the recommended reboot of the servers every 90-days was insufficient. The time line was moved to every 30 days to maintain system stability.
<b>Responsible Individual/Entity</b>	CDA Director, Technical Sub-Committee, City Information Systems
<b>Report Findings Addressed</b>	Trescott Dr CM #12
<b>Report Findings Addressed</b>	N/A

<b>Category</b>	Technical and System
<b>Number</b>	#TS – 005A
<b>Issue Title</b>	Motorola CAD System Stability
<b>Issue Summary</b>	System outage occurred when reboot after the upgrade did not bring system back up.
<b>Issue Date</b>	10/14/2014
<b>Issue Resolution/Status</b>	Motorola believed it to be a server communication card issue between the multiple servers. Upgrading the server environment is recommended. Equipment ordered and received as of 12/2014. Implementation scheduled for January 2015.
<b>Timeline for Resolution</b>	January 2015 Server Upgrade January 13 <sup>th</sup> -15 <sup>th</sup> Completion to be done First Week of February (Storage array updated, staging and training environment updated. Two servers now mirror with one to be completed. Completed Week of February 2 <sup>nd</sup> 2014 Completed
<b>Responsible Individual/Entity</b>	Motorola, CDA Technical Staff

<b>Category</b>	Technical and System
<b>Number</b>	#TS – 005B
<b>Issue Title</b>	CAD System Infrastructure and Performance
<b>Issue Summary</b>	The infrastructure of the CAD system needs to be upgraded to provide appropriate performance for the call-taking load. The infrastructure also needs to be expanded to allow for a test/staging and development environment.
<b>Issue Date</b>	August 2014
<b>Issue Resolution/Status</b>	Motorola has procured new equipment for the production environment as well as testing/staging and is planning for an install in January 2015. Existing equipment will be transitioned for a development environment.
<b>Timeline for Resolution</b>	January 2015 Server Upgrade January 13 <sup>th</sup> -15 <sup>th</sup> Completion to be done First Week of February (Storage array updated, staging and training environment updated. Two servers now mirror with one to be completed. Completed Week of February 2 <sup>nd</sup> 2014 Completed
<b>Responsible Individual/Entity</b>	Motorola, City ISS, CDA Technical Staff
<b>Report Findings Addressed</b>	N/A

<b>Category</b>	Technical and System
<b>Number</b>	#TS-006
<b>Issue Title</b>	Mobile Device Alerts of Officer Safety Premise Hazards
<b>Issue Summary</b>	Premise Hazards are communicated verbally by dispatchers to first responders via radio communication. The Preliminary Administrative Report issued by the Leon County Sheriff's Office recommends that first responders' mobile devices should be configured to provide a visible and audible alert to dispatched units regarding any Officer Safety Premise Hazards that may be present upon arrival at the incident scene.
<b>Issue Date</b>	11/28/2014
<b>Issue Resolution/Status</b>	CDA staff will work with each local emergency response agency to develop a mobile device-based alert system to notify dispatched units of the presence of Premise Hazards at incident scenes.
<b>Timeline for Resolution</b>	1 <sup>st</sup> Quarter of 2015; Completed December of 2014
<b>Responsible Individual/Entity</b>	CDA Director, Technical Sub-Committee, Motorola
<b>Report Findings Addressed</b>	Caracus Ct. Review Action #7

<b>Category</b>	Technical and System
<b>Number</b>	#TS – 007A
<b>Issue Title</b>	Paramount ProQA Installations
<b>Issue Summary</b>	Installation and training for Paramount ProQA to be scheduled for EMS, Fire, and Law Enforcement
<b>Issue Date</b>	August, 2014
<b>Issue Resolution/Status</b>	EMS scheduled for October 2014 - completed
<b>Timeline for Resolution</b>	1 <sup>st</sup> quarter of 2015 Moved to Second Quarter 2015
<b>Responsible Individual/Entity</b>	City ISS, Sheriff's Technical Staff, CDA Technical Staff
<b>Report Findings Addressed</b>	N/A

<b>Category</b>	Technical and System
<b>Number</b>	#TS – 007B
<b>Issue Title</b>	Paramount ProQA Installations
<b>Issue Summary</b>	Installation and training for Paramount ProQA to be scheduled for EMS, Fire, and Law Enforcement
<b>Issue Date</b>	August 2014
<b>Issue Resolution/Status</b>	Fire scheduled for November, 2014 - completed
<b>Timeline for Resolution</b>	1 <sup>st</sup> quarter of 2015 moved to 2 <sup>nd</sup> quarter 2015
<b>Responsible Individual/Entity</b>	City ISS, Sheriff's Technical Staff, CDA Technical Staff

<b>Category</b>	Technical and System
<b>Number</b>	#TS – 007C
<b>Issue Title</b>	Paramount ProQA Installations
<b>Issue Summary</b>	Installation and training for Paramount ProQA to be scheduled for EMS, Fire, and Law Enforcement
<b>Issue Date</b>	August 2014
<b>Issue Resolution/Status</b>	Law Enforcement scheduled for Second quarter 2015
<b>Timeline for Resolution</b>	1 <sup>st</sup> quarter of 2015; moved to 2 <sup>nd</sup> quarter 2015
<b>Responsible Individual/Entity</b>	City ISS, Sheriff's Technical Staff, CDA Technical Staff

<b>Category</b>	Technical and System
<b>Number</b>	#TS - 008
<b>Issue Title</b>	CAD Systems Administrator
<b>Issue Summary</b>	A dedicated CAD Systems Administrator is needed on-site to provide daily oversight of the CAD infrastructure, database, and performance. This position will also work with the CDA Technical Team and CDA users to insure functionality and viability. This position will be a City ISS staff member assigned to the CAD project.
<b>Issue Date</b>	September 2014
<b>Issue Resolution/Status</b>	A contracting firm provided qualified candidates for interviews. Six candidates were interviewed with a final selection made on 12/4/2014.
<b>Timeline for Resolution</b>	New hire begins 12/22/2014; Completed
<b>Responsible Individual/Entity</b>	CDA Director, City CIO, CDA Project Manager, LC MIS Director, LCSO IT Manager
<b>Report Findings Addressed</b>	N/A – internal process improvement



<b>Category</b>	Technical and System
<b>Number</b>	#TS - 009
<b>Issue Title</b>	Phone Infrastructure
<b>Issue Summary</b>	A redundant fiber connection was planned in the original layout, but CenturyLink and appropriate hardware was not available until Fall 2014.
<b>Issue Date</b>	2013
<b>Issue Resolution/Status</b>	In coordination with the CDA and the 9-1-1 Team, the fiber connection was established which provides a redundancy for the phone system.
<b>Timeline for Resolution</b>	Completed 11/17/2014
<b>Responsible Individual/Entity</b>	LC MIS Director, LC Networking Team
<b>Report Findings Addressed</b>	N/A – internal process improvement

<b>Category</b>	Technical and System
<b>Number</b>	#TS - 010
<b>Issue Title</b>	Recorded Lines
<b>Issue Summary</b>	The internal 5800 transferred calls should not be recorded.
<b>Issue Date</b>	9/18/14
<b>Issue Resolution/Status</b>	In coordination with the CDA Director, the Sheriff's Office, and TPD, process protocols were updated and the Exacom recording system was adjusted to drop recordings of the internal transferred calls. Still implementing multiple patches to resolve long running issues.
<b>Timeline for Resolution</b>	Technical issue completed 9/24/2014; process issue completed 11/2014.
<b>Responsible Individual/Entity</b>	LC MIS Director, LC Networking Team
<b>Report Findings Addressed</b>	N/A – internal process improvement

<b>Category</b>	Technical and System
<b>Number</b>	#TS - 011
<b>Issue Title</b>	5800 Line Outage
<b>Issue Summary</b>	Incoming calls into 606-5800 are failing
<b>Issue Date</b>	12/9/14 (approximately Midnight to 1:30 am) and 12/11/14 (approximately 4 am – 5 am)
<b>Issue Resolution/Status</b>	The hour-long outages occurred while CenturyLink was applying upgrades to their switches, which unexpectedly caused the SIP trunk lines to fail. MIS is meeting with CenturyLink management and technical staff on 12/17/14 to develop mitigation strategy to transfer SIP trunks to alternative lines to provide redundancy of service.
<b>Timeline for Resolution</b>	December 2014 for immediate actions; January 2015 for all actions.
<b>Responsible Individual/Entity</b>	CenturyLink, LC MIS Director, LC Networking Team
<b>Report Findings Addressed</b>	N/A

<b>Category</b>	Technical and System
<b>Number</b>	#TS – 012
<b>Issue Title</b>	Reoccurring link failure with FAS (Fire Station Alerting)
<b>Issue Summary</b>	Multiple reports of Fire Station Alerting Link failure
<b>Issue Date</b>	01/14/15
<b>Issue Resolution/Status</b>	City of Tallahassee Radio Shop advised of ongoing link failure issue. Reported as interference to the repeaters based at various Fire Stations
<b>Timeline for Resolution</b>	Radio shop is currently looking into programing changes with an expectation of resolution February 2015; Completed January 2015
<b>Responsible Individual/Entity</b>	Motorola, CDA Technical Staff

<b>Category</b>	Technical and System
<b>Number</b>	#TS – 013
<b>Issue Title</b>	Implementation of Police Protocols Paramount
<b>Issue Summary</b>	Various subcommittees are evaluating each triggers for priorities prior to implementation
<b>Issue Date</b>	10/14/2014
<b>Issue Resolution/Status</b>	Meeting leading up to committee meeting January 14, 2015 to discuss pre-alerts and go live date.
<b>Timeline for Resolution</b>	Latest communication has a tentative go live date for the week of February 16 <sup>th</sup> ; Pushed back for further review. Tentative go live second quarter 2015
<b>Responsible Individual/Entity</b>	Motorola, CDA Technical Staff/Law Enforcement Liaisons

<b>Category</b>	Technical and System
<b>Number</b>	#TS – 014
<b>Issue Title</b>	Alfa Numeric Paging System for Notification
<b>Issue Summary</b>	When current mass notification needs made in relation to events. Multiple phone calls are being made in the heat of event. A system similar to Info rad would give an Immediate notification to pertinent individual's cell phones of an occurring event with update information to follow.
<b>Issue Date</b>	March 2014-Current
<b>Issue Resolution/Status</b>	The implementation of a software-based solution could be universal to all agencies. (Activation of EOC, Animal Control Page outs, Initiation of special teams, Management Committee member notifications) This would not circumvent the need for conformation, however would initiate the process much quicker on initial notifications.
<b>Timeline for Resolution</b>	Met with ReadyOp and IRIS software vendors for all-inclusive solutions awaiting final quotes. Implementation scheduled second quarter 2015
<b>Responsible Individual/Entity</b>	Management Team Discussion

<b>Category</b>	Technical and System
<b>Number</b>	#TS – 015
<b>Issue Title</b>	Evaluation of Existing Quadrants and Call Loads of Quadrants
<b>Issue Summary</b>	With escalated push to talks on each of the quadrants post consolidation
<b>Issue Date</b>	10/14/2014
<b>Issue Resolution/Status</b>	CDA has established a review committee to evaluate the existing parameters set forth for each of the quadrants. Evaluating what changes could potentially relieve the push to talks in each of the quadrants and potential parameters that can change the overall output on each of the channels.
<b>Timeline for Resolution</b>	Presentation to Management Committee scheduled 3 <sup>rd</sup> quarter 2015
<b>Responsible Individual/Entity</b>	Director Lee, Lt. Drzewiecki, Lt Lawyer, Chris Pandolfi

<b>Category</b>	Technical and System
<b>Number</b>	#TS – 016
<b>Issue Title</b>	Public Records Management system
<b>Issue Summary</b>	Due to the large volume of records management request the CDA is looking at multiple options to fulfill and track the request.
<b>Issue Date</b>	11/01/14
<b>Issue Resolution/Status</b>	Multiple agencies as well as the CDA have met with various vendors in the attempt to find a reasonable solution City of Tallahassee is compiling final quotes for purchase.
<b>Timeline for Resolution</b>	Time line for completion 2nd quarter 2015
<b>Responsible Individual/Entity</b>	I.T. Staff from LCSO, ISS and Leon County I.T.

**4. Training and Protocols**

<b>Category</b>	Training and Protocols
<b>Number</b>	#TP-001
<b>Issue Title</b>	Examination of printed logs from the ProQA system.
<b>Issue Summary</b>	Dispatchers enter certain commands into the Priority Dispatch (ProQA) software according to the priority dispatch protocol. A complete printed report is available to identify that each of the priority questions has been answered properly and the proper key board key sequence was utilized to submit the questions for processing. The CDA utilizes a Quality Assurance staff to evaluate that calls handled by the CDA are in strict adherence to the protocols established through Priority Dispatch.
<b>Issue Date</b>	July 2014
<b>Issue Resolution/Status</b>	Quality Assurance staff now includes examination of the printed logs as part of daily standard review protocols.
<b>Timeline for Resolution</b>	July 2014 completed
<b>Responsible Individual/Entity</b>	CDA Director, CDA Quality Assurance staff
<b>Report Findings Addressed</b>	Trescott CM #7

<b>Category</b>	Training and Protocols
<b>Number</b>	#TP-002
<b>Issue Title</b>	Enhanced Training for CDA Employees (emphasis on Trescott Drive issues)
<b>Issue Summary</b>	During the Trescott call, it was determined that proper protocols for prioritizing the incident were not followed and the environment was continuously changing.
<b>Issue Date</b>	July 18-July 22nd
<b>Issue Resolution/Status</b>	November 5, 2014 - Refresher on Police Protocols (Completed)
<b>Timeline for Resolution</b>	Ongoing refresher training
<b>Responsible Individual/Entity</b>	CDA Director, CDA Training Coordinator
<b>Report Findings Addressed</b>	CDA Employees received refresher training classes from Priority Dispatch on Law Protocols November 2015

<b>Category</b>	Training and Protocols
<b>Number</b>	#TP-003
<b>Issue Title</b>	Enhanced Supervisory training to address situational awareness
<b>Issue Summary</b>	During the Trescott call, it was determined that proper protocols for prioritizing the incident were not followed and the environment was continuously changing.
<b>Issue Date</b>	July 2014
<b>Issue Resolution/Status</b>	The CDA has utilized on-going supervisory training on situational awareness of changing circumstances within the communications center. The CDA has utilized the City of Tallahassee EWD to provide supervisor training sessions. (April 2014) The CDA is currently working with a consultant to provide advanced supervisory training. Currently, discussions are taking place with Leon County Emergency Management for tabletop exercises with supervisory staff.
<b>Timeline for Resolution</b>	March 2014 Supervisory training-2015 2 <sup>nd</sup> quarter table top training

<b>Responsible Individual/Entity</b>	Director, Casey McQuaig (Operations Manager) Kevin Peters (Emergency Management)
<b>Report Findings Addressed</b>	Trescott Dr CM #4

<b>Category</b>	Training and Protocols
<b>Number</b>	#TP-004
<b>Issue Title</b>	Annual Evaluation of Premise Hazard Records
<b>Issue Summary</b>	The Computer Aided Dispatch (CAD) database has accumulated excessive and obsolete data, making it difficult for call-takers and dispatchers to quickly determine which information presents a Premise Hazard. Currently, there is no protocol for the review and evaluation of database information to ensure its accuracy and to verify that the information is still pertinent.
<b>Issue Date</b>	December 4, 2014
<b>Issue Resolution/Status</b>	<p>Each agency will annually evaluate Premise Hazard information and purge excessive, duplicate, or obsolete information from the CAD database.</p> <p>Current status: the CDA has forwarded a report to each local emergency response agency listing each agency's current Premise Hazards. Each agency has been requested to evaluate and revise its Premise Hazards accordingly.</p> <p>CDA has met with representation of each of the public safety agencies to classify what should or should not be classified as a premise hazard.</p> <p>As part of the outcome, the categories were reduced from 22 to 13. As part of this process, each agency has been tasked with taking back the information back to their respective agencies and clean up the unwarranted data or data that needs reclassified (December 17, 2014).</p>
<b>Timeline for Resolution</b>	January 31, 2015 (Premise Hazard submission form created, currently evaluating and cleaning up existing premise hazards) Policy and form has been created awaiting acceptance from the CDA Management Committee.
<b>Responsible Individual/Entity</b>	CDA Director; CAD Systems Manager; Leon County Sheriff; Tallahassee Police Chief; Leon County EMS Chief; Tallahassee Fire Chief
<b>Report Findings Addressed</b>	Caracus Ct. Review Action #4

<b>Category</b>	Training and Protocols
<b>Number</b>	#TP-005
<b>Issue Title</b>	Training on CDA Procedural Guidelines
<b>Issue Summary</b>	The CDA currently provides training to Public Safety Communications Officers (PSCOs) on protocols regarding the intake and triage of emergency calls. It is imperative, however, to provide continual and ongoing training to PSCOs in order to achieve consistency and stability in implementing the CDA's procedural guidelines.
<b>Issue Date</b>	December 4, 2014
<b>Issue Resolution/Status</b>	The CDA will implement a program to provide continual and ongoing training to PSCOs in order to keep call-takers' and dispatchers' skills current and up-to-date with procedures, software applications, and situational awareness. Directing Memo sent to staff on 12/17/14 with refresher training to occur February 2015.
<b>Timeline for Resolution</b>	Short term - February 2015; Long term - Annual Training (Committees have been involved and evaluating existing procedures from each of the respective public safety agencies.)
<b>Responsible Individual/Entity</b>	CDA Director; Management Committee
<b>Report Findings Addressed</b>	Caracus Ct. Review Action #5

<b>Category</b>	Training and Protocols
<b>Number</b>	#TP-006
<b>Issue Title</b>	Quality Assurance Verification of the Use of Premise Hazards
<b>Issue Summary</b>	The Computer Aided Dispatch (CAD) system is designed to log the times and dates that Premise Hazards are reviewed. The CAD system logs can be reviewed post-incident to determine whether Premise Hazards were reviewed by call-takers and/or dispatchers.
<b>Issue Date</b>	December 4, 2014
<b>Issue Resolution/Status</b>	The CDA will amend its operating procedures to require verification by Quality Assurance staff that Premise Hazards (if present) were viewed on each call for service. This information will be used for training purposes and to identify when additional staff training is necessary. Motorola has been directed to assist in the implementation of premise hazard enhancements that would assist the call taker/dispatcher in relaying of pertinent information.
<b>Timeline for Resolution</b>	Immediate/December 4, 2014-2 <sup>nd</sup> quarter 2015
<b>Responsible Individual/Entity</b>	CDA Director; CDA Quality Assurance staff; CAD Systems Manager; Management Committee
<b>Report Findings Addressed</b>	Caracus Ct. Review Action #6

<b>Category</b>	Training and Protocols
<b>Number</b>	#TP-007
<b>Issue Title</b>	Protocol for Submittal of New Premise Hazards
<b>Issue Summary</b>	There is no current protocol governing the intake of new Premise Hazard information for inclusion in the Computer Aided Dispatch database.
<b>Issue Date</b>	December 4, 2014
<b>Issue Resolution/Status</b>	CDA staff will develop a procedure for local emergency response agencies' submittal of new Premise Hazard information. This will include, but not be limited to, an intake form, data entry procedure, criteria for inclusion in the database, and assignment of staff to review and approve submittals for database entry. Meetings were conducted to evaluate the current parameters that identify what is to be placed in a premise hazards. This meeting took the original 22 categories and reduced them to 13. As part of this process each agency will be tasked with reevaluating what will remain in the system
<b>Timeline for Resolution</b>	January 31, 2015 - Form and draft procedure has been created and approved by each of the public safety agencies, awaiting Director's Approval. Director has approved the form and policy to change practice. Final form and policy to go before management Committee March 2015.
<b>Responsible Individual/Entity</b>	CDA Director; CAD Systems Manager; Management Committee
<b>Report Findings Addressed</b>	Interim Actions Addressed in CDA Director's 11/26/14 Memo

<b>Category</b>	Training and Protocols
<b>Number</b>	#TP-008
<b>Issue Title</b>	Call Taking Accuracy
<b>Issue Summary</b>	Through the quality assurance process, the need to improve call-taking accuracy was identified.
<b>Issue Date</b>	December 4, 2014
<b>Issue Resolution/Status</b>	The CDA implemented an improvement plan that included additional training and an incentive program. This has resulted in a drastic improvement in the accuracy of call taking.
<b>Timeline for Resolution</b>	February 2015 Completed
<b>Responsible Individual/Entity</b>	CDA Director; CDA Quality Assurance staff
<b>Report Findings Addressed</b>	Quality Assurance Review

<b>Category</b>	Training and Protocols
<b>Number</b>	#TP-009
<b>Issue Title</b>	Call Taking Accuracy
<b>Issue Summary</b>	The CDA should complete plans to review all categories of law enforcement calls as part of the formal quality assurance process. Efforts to address areas of underperformance identified by the quality assurance process should be continued. The quality assurance process should be expanded to address the dispatch function and processing times.
<b>Issue Date</b>	March 16, 2015 City Auditor's Report
<b>Issue Resolution/Status</b>	The CDA is currently looking at a second quarter of 2015 implementation of Police Protocols for call taking and dispatching purposes. As part of the implementation, it will mirror the existing practices for quality and assurance utilized to critique fire and EMS calls. The additional focus will be in the reviewing of radio traffic that is populated as part of each of the dispatched calls. As it relates accountability of dispatch times, the CDA runs a monthly, quarterly and annual report to evaluate response and dispatch times.
<b>Timeline for Resolution</b>	2 <sup>nd</sup> quarter 2015
<b>Responsible Individual/Entity</b>	CDA Director; CDA Quality Assurance staff
<b>Report Findings Addressed</b>	Quality Assurance Review

<b>Category</b>	Training and Protocols
<b>Number</b>	#TP-010
<b>Issue Title</b>	Call Taking Accuracy
<b>Issue Summary</b>	A centralized system should be established to track the certification status of all CDA staff. CDA management should ensure call takers and dispatchers maintain each required certification. The CDA should continue efforts to require all trainers to be certified in the training function.
<b>Issue Date</b>	March 16, 2015 City Auditor's Report
<b>Issue Resolution/Status</b>	The CDA is looking into a solution that each of the employee's certifications are maintained in a digital format that is kept current through either a records management system or Outlook accountability system., quarterly and annual report to evaluate response and dispatch times.
<b>Timeline for Resolution</b>	2 <sup>nd</sup> quarter 2015
<b>Responsible Individual/Entity</b>	CDA Director; CDA Quality Assurance and training staff
<b>Report Findings Addressed</b>	Quality Assurance Review



<b>Category</b>	Training and Protocols
<b>Number</b>	#TP-011
<b>Issue Title</b>	Monitoring of Response Times
<b>Issue Summary</b>	The CDA should consider enhancing its process for determining response times to provide additional information that would be useful for management oversight purposes. Results from that enhanced process should be used by CDA management and responding agency management as part of the process for determining and evaluating performance and identifying areas where improvements should be made.
<b>Issue Date</b>	March 16, 2015 City Auditor's report
<b>Issue Resolution/Status</b>	Ongoing current practice
<b>Timeline for Resolution</b>	July 2014 completed
<b>Responsible Individual/Entity</b>	CDA Director, CDA Quality Assurance staff
<b>Report Findings Addressed</b>	The CDA has created standardized reports that are generated as part of the CAD system that allows for CDA administration to view current and past statistical data. Currently the CDA reviews each of the reports on a monthly, quarterly and annual basis to evaluate the performance of its call processing capabilities.

**5. Management and Administrative**

<b>Category</b>	Management and Administration
<b>Number</b>	#MA-001
<b>Issue Title</b>	Re-establishment of the Technical Sub-Committee
<b>Issue Summary</b>	The CDA is a standalone environment that houses critical technology infrastructure. Each of the primary stakeholders has a vested interest in the success of the CDA. County, Sheriff, and City have technology expertise that can be of assistance in overseeing and providing guidance in the implementation of the Motorola CAD system.
<b>Issue Date</b>	July 2014
<b>Issue Resolution/Status</b>	The Technical Sub-Committee has been established and is providing critical support and guidance for the CDA's CAD system.
<b>Timeline for Resolution</b>	Completed July 2014
<b>Responsible Individual/Entity</b>	City, County, and Sheriff Information System Staff
<b>Report Findings Addressed</b>	Trescott Dr CM #11

<b>Category</b>	Management and Administrative
<b>Number</b>	#MA-002
<b>Issue Title</b>	Creation of Assistant CDA Assistant Director Position
<b>Issue Summary</b>	The CDA is a highly specialized public service entity that focuses on providing the highest standard of work for the citizens of Leon County. The CDA Director is tasked with managing the day-to-day affairs of the agency, overseeing technology and equipment upgrades, and maintaining consistency and stability in the operations of the organization. The creation of an Assistant Director position will allow the CDA Director to focus on the broader objective of overall organizational improvement and continual enhancement of services to Leon County residents and visitors.

<b>Issue Date</b>	12/5/14
<b>Issue Resolution/Status</b>	The CDA Director will develop a proposal to the CDA Board regarding the creation of an Assistant CDA Director position. <ul style="list-style-type: none"> <li>• November 26, 2014 – CDA Director memorandum to CDA Board</li> <li>• December 16, 2014 – CDA Director met with City HR to begin the process of creating the position.</li> </ul>
<b>Timeline for Resolution</b>	March 31, 2015 Position posted January 9, 2015 with recruitment process moving forward. First set of interviews March 12, 2015
<b>Responsible Individual/Entity</b>	CDA Director; CDA Board
<b>Report Findings Addressed</b>	Recommendation in CDA Director’s November 26, 2014 Memo to the CDA Board

<b>Category</b>	Management and Administration
<b>Number</b>	#MA-003
<b>Issue Title</b>	Shift Supervision Structure
<b>Issue Summary</b>	The CDA has three supervisors of equal authority and responsibility assigned to each shift. The CDA Director has identified the need to have a lead supervisor that is ultimately responsible for the operation of each shift.
<b>Issue Date</b>	First quarter 2015 posting will be January 2015 Interviews completed.
<b>Issue Resolution/Status</b>	Completed positions have been filled
<b>Timeline for Resolution</b>	March 31, 2015 Completed
<b>Responsible Individual/Entity</b>	CDA Director; CDA Board
<b>Report Findings Addressed</b>	Recommendation in CDA Director’s November 26, 2014 Memo to the CDA Board.

<b>Category</b>	Management and Administration
<b>Number</b>	#MA-004
<b>Issue Title</b>	Sworn officers In CDA Environment
<b>Issue Summary</b>	The CDA Management Team is tasked with reviewing the potential of having sworn Officers to assist and advise in the CDA environment.
<b>Issue Date</b>	January 2015
<b>Issue Resolution/Status</b>	Discussion
<b>Timeline for Resolution</b>	Scheduled for Discussion with Management Committee January 2015
<b>Responsible Individual/Entity</b>	CDA Director; CDA Management Committee
<b>Report Findings Addressed</b>	Recommendation in CDA Management Committee Meeting 12/18/14 It was recommended by the CDA Management Committee that commissioned officers in the communications center would not be beneficial.

<b>Category</b>	Management and Administration
<b>Number</b>	#MA-005
<b>Issue Title</b>	Efforts should be made to complete formal policies and procedures
<b>Issue Summary</b>	<u>CDA Policies and Procedures</u> : The CDA should continue efforts to ensure comprehensive formal policies and procedures are established and implemented by the end of the summer of 2015 as planned.
<b>Issue Date</b>	March 16, 2015 City Auditor's Report
<b>Issue Resolution/Status</b>	CDA is in the process of establishing formal policies that would meet industry standards. Currently the CDA has currently vetted 45 personnel and operational policies through the Management Committee and have received final approval from the CDA Board. The CDA's focus is to obtain accreditation as part of the design of policies and procedures.
<b>Timeline for Resolution</b>	3 <sup>rd</sup> Quarter 2015
<b>Responsible Individual/Entity</b>	CDA Director and staff
<b>Report Findings Addressed</b>	The CDA is in the process of completing formalized policies that would guide the CDA towards multiple accreditations. The bulk of all policies are to be completed by fall 2015.

<b>Category</b>	Management and Administration
<b>Number</b>	#MA-006
<b>Issue Title</b>	Excessive turnover rate
<b>Issue Summary</b>	The CDA should conduct exit interviews with terminating employees and take appropriate actions based on useful information obtained through those interviews. To help alleviate potential stress and fatigue and lessen overtime worked by current staff, ongoing recruitment efforts to reduce the number of vacancies in call taker and dispatcher positions should be continued.
<b>Issue Date</b>	March 16, 2015 City Auditor's Report
<b>Issue Resolution/Status</b>	The CDA is currently evaluating the root cause(s) for the high turnover rate in the attempt to identify and implement potential solutions, and will implement exit interviews to help identify the causes of turnover on an ongoing basis. The CDA has currently created a form to supply to all out going employees that provides them the ability to explain the reason for their departure.
<b>Timeline for Resolution</b>	2 <sup>nd</sup> Quarter 2015
<b>Responsible Individual/Entity</b>	CDA Director and staff
<b>Report Findings Addressed</b>	As to ongoing recruitment: (1) a recruitment commercial was created and is continually aired on WCOT; (2) representatives attend Career Fairs (eleven have been attended since February 2014)(3) recruitment sessions at Work Force have been completed; (4) digital recruitment signs have been utilized at various locations; and (5) representatives have participated in multiple public speaking engagements for employee recruitment purposes.

<b>Category</b>	Management and Administration
<b>Number</b>	#MA-007
<b>Issue Title</b>	Interoperable communications with local colleges and Capitol Police
<b>Issue Summary</b>	During the FSU Strozier Library shooting, it was identified that various communications issues were identified to include phone transfer issues and radio overlapping communications issues.
<b>Issue Date</b>	Grand Jury Presentment Spring 2015
<b>Issue Resolution/Status</b>	CDA in cooperation with FSU, TCC, TPD, LCSO, and Capitol Police are working on an inter-local agreement that provides direction in events that potentially mirror Strozier library.
<b>Timeline for Resolution</b>	3 <sup>rd</sup> Quarter 2015
<b>Responsible Individual/Entity</b>	FSU, TCC, TPD, LCSO, Capitol Police and the CDA
<b>Report Findings Addressed</b>	Continual Meetings are taking place to evaluate the best possible solution for interoperability.

## 6. Benchmarking Statistics

### National Recommendations on Center 911 Answer Times to Dispatch Times

- a. Fire NFPA (National Fire Protection Association) Standards
  - i. 95% of alarms received on emergency lines shall be answered within 15 seconds, and 99% of alarms shall be answered within 40 seconds.
  - ii. 80% of emergency alarm processing shall be completed within 60 seconds, and 95% of alarm processing shall be completed within 106 seconds.
- b. Commission on Accreditation of Ambulance Services
  - i. CAAS-Accreditation mirrors NFPA
- c. CDA Response Times
  - i. 6-Month and Quarterly answer times are 6-seconds consistently on 911 related calls
  - ii. Time of Call to dispatch:
    1. Leon County S.O. 2.54 Tallahassee P.D. 2.97 Fire .654
    2. Ems .66 (E-Response) .86 (D-Response) .78 (C-Response)

### Average Dispatch Time for

- TPD 22% faster
- TFD 35% faster
- LCSO 34% faster
- LCEMS 8% faster

911 Calls	194,143
606-5800	328,682
CAD Calls for Service	427,748

	<b>YTD - 2014</b>
Number of calls answered by CDA	522,825
Number of 9-1-1 calls answered by CDA	194,143
Average time of 9-1-1 calls - first ring to answer	6 sec
Average time of 9-1-1 calls – pick-up to entered	6 Seconds
Percentage of calls reviewed where address validation was correctly completed by dispatcher	Effective implementation January 2015
Percentage of calls reviewed where Premise Hazards were properly handled	Effective implementation January 2015
Percentage of calls where printed ProQA Logs and CAD information are validated as correct	Effective implementation January 2015

## **7. Accomplishments and Enhancements**

Prior to the creation of the CDA there was separate Public Safety Answering Points (PSAP) and 9-1-1 calls were routed to the PSAPs based on the geographic location of the caller. The City of Tallahassee Police Department received all 9-1-1 calls originating within the city limits and dispatched the Tallahassee Police Department and Tallahassee Fire Department. The Leon County Sheriff’s Office received all 9-1-1 calls originating in the unincorporated areas of the County and dispatched the Sheriff’s Office and Leon County EMS. This resulted in the need to transfer 9-1-1 callers between PSAPs and the operation of three disparate CAD systems that were not interconnected, resulting in an inefficient system that created delays in the response of first responders and the flow of critical information.

The creation of the CDA provides many enhancements to the delivery of emergency services in the community and has resulted in a more efficient and effective system that improves response times and the delivery of services to citizens. This section highlights the progress that has resulted from the creation of the CDA.

- Under the CDA, when a citizen calls 9-1-1, the first person to answer the call can provide assistance, there is no need to transfer callers between PSAPs.
- There is one CAD system that all first responder agencies operate on. This results in effective information sharing and improved aggregate response times as each agency receives the call for service simultaneously.
- The operation of a single CAD system allows for more efficient technological support of the infrastructure necessary to operate a PSAP and associated systems such as the 9-1-1 system, GIS systems, paging systems, and the 800 MHz radio system.

- Dispatchers for all first response agencies are in the same room and able to communicate in a more effective manner, eliminating the need to make phone calls across town to relay critical information resulting in a common operating picture and a coordinated response.
- With the CDA, there is one set of radio channels that are utilized by Law Enforcement, fire and EMS for interoperability facilitating the utilization of the closest unit scenario.
- For the first time all public safety being facilitated in one room creates a higher level of situational awareness and cooperation on dispatch related issues.
- Establishment of specialty teams from each of the public safety agencies to evaluate and understand the parameters by which dispatching occurs and provide positive feedback to the Director.
- December 22<sup>nd</sup> CDA will have a standalone I.T. Staff.
- Advertisement of an Assistant Director will be advertised in December 2014.
- Bi-Weekly operations meetings with the focus of creating one set protocols for dispatching first responders.
- The CDA has implemented an employee's CAT (Communications Advisory Team) to evaluate existing procedures and practices for future improvements.
- 2<sup>nd</sup> Quarter of 2015 create a position for an Assistant Director as well as restructure the internal command structure of the CDA.

### **Executive Summary**

The CDA is committed to excellence, dedicated to professional and technical progress, and motivated by the value of its role as a vital link between the public and public safety organizations. Our focus is to utilize each of the public safety agencies and a vast resource of knowledge to build the infrastructure of the CDA and create an operationally sound environment that is focused on the needs of the community and the first responders that service the community. As part of our mission to identify opportunities to grow and learn from our past experiences we have identified 11 Technical and System opportunities, eight Training and Protocol opportunities, and three Management and Administration opportunities. Our goal is to be proactive as well as reactive. The CDA is a new organization and has a great opportunity to grow and become the model agency that it has been communicated to be. Within the next year our focus is to build upon this document and show the success of this agency as well as the working relationship that have been created with each of the public safety agencies.

**Leon County  
Board of County Commissioners**

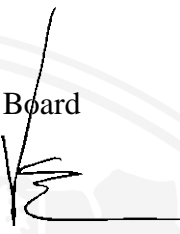
**Notes for Agenda Item #12**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #12

April 14, 2015

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

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

**Title:** Consideration of Options Regarding the Natural Bridge Road Bridge Replacement Project

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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
<b>Lead Staff/ Project Team:</b>	Tony Park, P.E., Director, Public Works Kim Dressel, Senior Assistant to the County Administrator

**Fiscal Impact:**

The current bid design is funded by Florida Department of Transportation (FDOT) at \$985,000. Any alternative approaches will have a future fiscal impact to provide ongoing repairs and maintenance for the existing Natural Bridge Road Bridge, as well as the possible cost for a future replacement.

**Staff Recommendation:**

Board direction.



## **Report and Discussion**

### **Background:**

The Natural Bridge Road Bridge (BN 554001) is a Leon County bridge over a branch of St. Marks River in Leon County and is not on the State Highway System (off system). The bridge is seventy-seven years old.

The bridge has been identified by Florida Department of Transportation (FDOT) for replacement using Federal funding because of a low 2008 Sufficiency Rating. In 2009, H.W. Lochner was selected by FDOT to start the bridge replacement design, which was completed in December 2011. In 2012, the County performed structural reinforcement to maintain the bridge's integrity.

At the February 26, 2013 meeting, the Board approved the proposed agreement with FDOT for the construction of the Natural Bridge Road Bridge replacement (Attachment #1, page 4). A copy of the executed agreement is provided as Attachment #2. Construction was slated to begin March 9, 2015, which would have required the closure of the bridge for five months.

At the February 10, 2015 meeting, citizens raised concerns about the proposed 21-mile detour route and, among other things, limited access to emergency services. The Board voted at the meeting to send a letter to FDOT requesting consideration of the issues (Attachment #1, Page 8). Additionally, FDOT has received a resolution from Jefferson County and a letter from Wakulla County addressing the aforementioned issues (Attachment #1, pages 9-10).

On March 6, 2015, Leon County received correspondence from FDOT addressing the concerns raised by the citizens and reflected in the County's February 11, 2015 letter (Attachment #1, pages 11-12). In part, FDOT's letter notified Leon County that it had suspended all activity on the project, and offered three alternatives for Leon County's consideration. These alternatives are discussed in the analysis section of this agenda item.

A March 10, 2015 agenda item sought the Board's direction as to whether or not to: (1) proceed with the Natural Bridge Road Bridge project as currently designed, and (2) determine if Wakulla and Jefferson Counties would provide funds toward a temporary bridge to eliminate the proposed detour that would otherwise be in place during the construction period (Attachment #2). Consistent with the Board's direction, separate letters were sent to Jefferson and Wakulla counties to determine their interest in providing funding for a temporary bridge (Attachment #3).

### **Analysis:**

As previously discussed in the March 10, 2015 agenda item, FDOT has suspended all activity on the Natural Bridge Road Bridge replacement project, and has identified the following alternatives for Leon County to consider:

1. Construct a temporary bridge;
2. Re-do the plans and use the existing bridge while constructing a new bridge in a different alignment; and,
3. Provide the current plans to Leon County to proceed as the County sees fit. No cost estimates have been finalized for either concept, however, as noted in FDOT's attached letter, this temporary bridge "...would significantly increase the cost of the project..." and "...non-state financial resources need to be identified before this option could proceed."

Preliminary estimates indicate that the alternatives presented by FDOT would cost in excess of an additional \$2 million. This additional funding is not currently contemplated as part of the project and would be in addition to the current cost of \$985,000.

Wakulla County has advised that they will not provide funding for a temporary bridge to eliminate the proposed detour that would be in place during the construction of the replacement bridge on Natural Bridge Road. Jefferson County has not formerly addressed the funding request.

According to FDOT's online records, the Natural Bridge Road Bridge was constructed in 1938, and was last inspected on October 29, 2014 (Attachment #4). The bridge received a Sufficiency Rating of 60.8 (out of a maximum of 100) and a Health Index Rating of 67.74 (also out of a maximum of 100). The bridge was categorized as Functionally Obsolete.

- The term "functionally obsolete" means that a bridge does not meet current road design standards.
- The "health index" is a tool that measures the overall condition of a bridge. The health index typically includes about 10 to 12 different elements that are evaluated by FDOT. A lower health index means that more work would be required to improve the bridge to an ideal condition. A health index below 85 generally indicates that some repairs are needed, although it does not mean the bridge is unsafe. A low health index may also indicate that it would be more economical to replace the bridge than to repair it.
- The "sufficiency rating" is a tool that is used to help determine whether a bridge that is structurally deficient or functionally obsolete should be repaired or just replaced. Sufficiency ratings were developed by the Federal Highway Administration to serve as a prioritization tool to allocate funds. The rating varies from 0 percent (poor) to 100 percent (very good). The formula considers structural adequacy, whether the bridge is functionally obsolete and level of service provided to the public.

Leon County continues to acknowledge and recognize the hardships the proposed detour will place on a limited number of Wakulla and Jefferson County residents. The proposed detour is the same that has been used in the past during temporary bridge closures (Attachment #5). Eastbound traffic on Natural Bridge Road will be detoured north via Old Plank Road, Tram Road, State Road 59 and Fanlew Road back to Natural Bridge Road. Westbound traffic on Natural Bridge Road will be detoured along the same route but in reverse.

If the project proceeds as currently designed, the County Administrator will work with the Wakulla and Jefferson County Administrators to implement an enhanced emergency response plan that would include the posting of emergency vehicles at alternative locations to reduce response times for those properties most greatly affected by the detour.

Leon County also recognizes the necessity of maintaining and providing for a safe road network throughout the region. In response to FDOT's letter and actions, the Board may wish to consider one of the following options:

Option 1: Request FDOT proceed with the current plan as designed. The County Attorney noted that Melanie and Clay Perez have challenged the permits issued by the Northwest Florida Water Management District and FDOT at DOAH (Division of Administrative Hearings). A hearing is now scheduled for June 3-4, 2015. Leon County's environmental permit, while mentioned in the petition, is not part of this DOAH proceeding (Case No. 15-1322) as it is not subject to Ch. 120 challenges.

Option 2: Do not proceed at this time with the bridge replacement. This would entail having FDOT continue to perform the necessary inspections and advise the County as to the condition of the bridge. County staff will work with FDOT to ensure that the bridge remains safe for usage. The County will request FDOT provide a current analysis of the bridge conditions.

There are financial implications to the County of not replacing the bridge at this time. If the bridge is not replaced, the safety of the bridge will again require a decision of replacement in the future. However, the off system bridge program applicable to this current project is being modified in 2020 to require local funding participation for bridge replacements. In addition to the funding considerations, if in the future the bridge needs closing as the result of a major repair or failure, the time for the closure will be considerably longer than the current estimated five months due to the need to re-permit and bid the project again.

Natural Bridge is a one-lane bridge, maintained by Leon County. As such, Leon County responds to FDOT's inspection reports, which include recommendations as to repairs and weight limit restrictions. Based on the last bridge inspection report, due to corrosion of the superstructure of the bridge, FDOT is recommending the maintenance of the 10-ton weight limit, and a 12-month inspection schedule, rather than the normal bi-annual inspection schedule. The replacement bridge will rectify the current weight limit, and add a second lane.

**Options:**

1. Request the Florida Department of Transportation continue with the Natural Bridge Road Bridge project as currently designed.
2. Do not proceed with the current project as designed, request Florida Department of Transportation provide a current updated analysis of the bridge condition, and continue to have the Florida Department of Transportation perform future inspections of Natural Bridge Road Bridge and advise Leon County as to any repairs or weight restrictions that are recommended.
3. Board direction.

**Recommendation:**

Board direction.

**Attachments:**

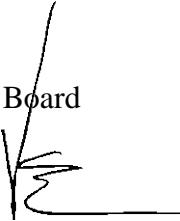
1. March 10, 2015 Agenda Item
2. Off System Project Agreement Between FDOT and Leon County
3. Letters to Jefferson County and Wakulla County
4. FDOT- Florida Bridge Information, Natural Bridge Road, 1<sup>st</sup> Qtr. 2015
5. Proposed Detour Map

# Leon County Board of County Commissioners

## Cover Sheet for Add-On Agenda #29

March 10, 2015

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

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

**Title:** Consideration of Options Regarding the Natural Bridge Road Bridge Replacement Project

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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
<b>Lead Staff/ Project Team:</b>	Tony Park, P.E., Director, Public Works

**Fiscal Impact:**

The current bid design is funded by FDOT at \$985,000. Any alternative approaches will have a future fiscal impact to provide on-going repairs and maintenance for the existing Natural Bridge Road Bridge, as well as, the possible cost for a future replacement.

**Staff Recommendation:**

Board direction.

## **Report and Discussion**

### **Background:**

The Natural Bridge Road Bridge (BN 554001) is a Leon County bridge over a branch of St. Marks River in Leon County and is not on the State Highway System (off system). The bridge is seventy-seven years old.

The Bridge has been identified by Florida Department of Transportation (FDOT) for replacement using Federal funding because of a low 2008 Sufficiency Rating. In 2009, H.W. Lochner was selected by FDOT to start the bridge replacement design, which was completed in December 2011. In 2012, the County performed structural reinforcement to maintain the bridge's integrity.

At the February 26, 2013 meeting, the Board approved a Consent Item regarding the Off System Project Agreement with FDOT for the construction of the replacement bridge (Attachment #1). Construction was slated to begin March 9, 2015, which would have required the closure of the bridge for five months.

At the February 10, 2015 meeting, citizens raised concerns about the proposed 21-mile detour route and, among other things, limited access to emergency services. The Board voted at the meeting to send a letter to FDOT requesting consideration of the issues (Attachment #2). Additionally, FDOT has received a resolution from Jefferson County and a letter from Wakulla County addressing the aforementioned issues (Attachment #3).

### **Analysis:**

On March 6, 2015, Leon County received a correspondence from FDOT addressing the concerns raised by the citizens and reflected in the County's February 11, 2015 letter (Attachment #4). In summary, the FDOT letter states:

- FDOT has suspended all activity on the project.
- FDOT has identified three alternatives for Leon County to consider: 1) Construct a temporary bridge; 2) Re-do the plans and use the existing bridge while constructing a new bridge in a different alignment; and, 3) Provide the current plans to Leon County to proceed as the County sees fit. No cost estimates have been finalized for either concept, however, as noted in FDOT's attached letter this temporary bridge, "would significantly increase the cost of the project."

Preliminary estimates indicate that the alternatives presented by FDOT would cost in excess of an additional \$2 million. This additional funding is not currently contemplated as part of the project and would be in addition to the current cost of \$985,000.

Leon County continues to acknowledge and recognize the hardships the proposed detour will place on a limited number of Wakulla and Jefferson County residents. Leon County also recognizes the necessity of maintaining and providing for a safe road network throughout the region. In response to FDOT's letter and actions, the Board may wish to consider one of the following options:

1. Request FDOT proceed with the current plan as designed.
2. Do not proceed at this time with the bridge replacement. This would entail having FDOT continue to perform the necessary inspections and advise the County as to the condition of the bridge. County staff will work with FDOT to ensure that the bridge remains safe for usage. The County will request FDOT provide a current analysis of the bridge conditions.
3. Leon County could request Wakulla and Jefferson Counties provide funding for a temporary bridge to eliminate the proposed detour. As reflected in the attachments, both Wakulla and Jefferson Counties have expressed significant concerns regarding the detour.

Natural Bridge is a Leon County maintained bridge. As such, Leon County responds to FDOT's inspection report that includes recommendations as to repairs and weight limit restrictions. However, at some future date the safety of the bridge may again require a decision of replacement.

**Options:**

1. Request the Florida Department of Transportation continue with the Natural Bridge Road Bridge project as currently designed.
2. Do not proceed with the current project as designed, request Florida Department of Transportation provide a current updated analysis of the bridge condition, and continue to have the Florida Department of Transportation perform future inspections of Natural Bridge Road Bridge and advise Leon County as to any repairs or weight restrictions that are recommended.
3. Determine if Wakulla and Jefferson Counties would provide funds towards a temporary bridge and direct staff to formally send a correspondence seeking this information.
4. Board direction.

**Recommendation:**

Board direction.

**Attachments:**


1. February 26, 2013 Agenda Item
2. February 10, 2015 Letter to FDOT
3. Wakulla and Jefferson Counties Correspondences to FDOT
4. March 6, 2015 Letter from FDOT

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #7

February 26, 2013

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

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

**Title:** Approval of Off System Project Agreement with Florida Department of Transportation for the Natural Bridge Road Bridge Replacement

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Tony Park, P.E., Director of Public Works and Community Development Katherine Burke, P.E., Director of Engineering Services
<b>Lead Staff/ Project Team:</b>	Charles Wu, P.E., Chief of Engineering Design Chris Muehlemann, P.E., Senior Design Engineer Daniel Rigo, Esq., Assistant County Attorney

**Fiscal Impact:**

This item has no fiscal impact to the County. The replacement of the bridge will be constructed by Florida Department of Transportation (FDOT) using Federal funds.

**Staff Recommendation:**

- Option # 1: Approve the proposed Off System Project Agreement with Florida Department of Transportation for the Natural Bridge Road Bridge Replacement, and authorize the County Administrator to execute the Agreement (Attachment #1).
- Option #2: Ratify and accept the Warranty Deed from St. Joe as Exhibit B to the Agreement

Title: Approval of Off System Project Agreement with Florida Department of Transportation  
for the Natural Bridge Road Bridge Replacement

February 26, 2013

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## Report and Discussion

### **Background:**

The Natural Bridge Road Bridge (BN 554001) is a Leon County bridge over a branch of St. Marks River in Leon County, Florida and is not on the State Highway System (off system) (Attachment #2). This Bridge has been identified by Florida Department of Transportation (FDOT) for replacement using Federal funding because of low Sufficiency Rating. In 2009, H. W. Lochner was selected by FDOT to start the bridge replacement design. The design of this project was completed in December 2011 and the construction is programed for Fiscal Year 2014.

### **Analysis:**

The existing bridge typical section consists of one 14.5' travel lane with guardrails. A stop sign was installed on both ends of the bridge to advise drivers to approach the bridge with caution. After a bridge inspection in 2008, FDOT recommended a weight limit of 10 tons be posted at the bridge, and it was posted, accordingly, by Leon County. The advisory speed limit on the bridge is 15 miles per hour.

Because of the low sufficiency rating, which is an indicator of the overall condition of the bridge structurally and functionally, repairs of the bridge before the entire bridge replacement were approved by the Board through the FY 2006/07 budget approval process. The bridge repairs, including reinforcement of the beam seats, installation of the tension rod for lateral support, and grouting the damaged deck were completed in July 2010.

The new bridge will have two 10-foot travel lanes and two-foot shoulders with traffic railing along both sides of the bridge (Attachment #3). Understanding the importance of merging the new bridge into the natural environment, staff coordinated with FDOT to encourage the bridge designer to adopt the Context Sensitive Solutions approach, meaning it has design elements included to blend into its natural environment. This approach includes aesthetic deck form liner to mimic a wooden deck while the railing system will receive surface treatment with the color blended into the ambient environment (Attachment #4).

The proposed Agreement provides acknowledgement and acceptance of the following key elements:

- FDOT and the County agree that FDOT utilizes federal funds to undertake and to complete all aspects of the bridge replacement work; including, but not limited to, the design, construction, construction inspection, utilities, permits, and other associated tasks.
- Authorizes FDOT to temporarily use the existing Natural Bridge Road right-of-way for bridge construction; all safety and maintenance responsibility of right-of-way during construction is at FDOT's expense and the responsibility of FDOT and its contractor.
- Outlines the County's involvement and procedure prior to final acceptance of the new bridge by Leon County.

FDOT and Leon County acknowledge and agree that any and all real property needed to complete this project has been acquired by the FDOT as of the date of this Agreement. Upon completion of the bridge construction, the right-of-way properties acquired by FDOT for the bridge construction will be transferred from FDOT to the County, and the County shall, thereafter, be responsible for maintaining said right-of-way



Title: Approval of Off System Project Agreement with Florida Department of Transportation  
for the Natural Bridge Road Bridge Replacement

February 26, 2013

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All real property needed to complete this project has been acquired by FDOT. One of the properties acquired by FDOT for the project, prior to the execution of the proposed Agreement, was inadvertently acquired in the County's name as grantee, as reflected in the warranty deed from St. Joe Timberland Company of Delaware, LLC to Leon County recorded at O.R. Book 4402, Page 133, Official Records of Leon County, Florida, a copy of which is attached to the draft Agreement as Exhibit B. The County Attorney's Office reviewed the title work completed by FDOT and concluded such acquisition to be satisfactory. As a result, staff recommends Board's ratification and acceptance of the Warranty Deed from St. Joe as Exhibit B to the Agreement.

The total cost for replacement of this bridge is estimated at \$2.1 million, including design, construction, and all associated costs, which is to be paid by FDOT using Federal aid funds. Leon County is currently responsible for maintenance of the existing bridge. Under this agreement, FDOT is authorized to temporarily use the County's existing Natural Bridge Road right-of-way for construction of the project, and all safety and maintenance responsibility of said right-of-way during construction shall, at the FDOT's expense, be the responsibility of the FDOT and its contractor. After final acceptance, the County will assume the maintenance responsibility of the new bridge. FDOT's replacement of the bridge assists Leon County in enhancing the transportation safety and allows the County to maintain a new structure, which will reduce the maintenance costs and will remove the County's responsibility for the ultimate replacement of the deficient bridge.

During construction of the new bridge, the Natural Bridge Road, on both ends of the bridge, will be closed for seven months and the detour route is approximately 21 miles. The anticipated road closure can reduce environmental impacts, construction time, and construction cost. The bridge construction contractor is required to make a formal road closure request from Leon County two weeks prior to the actual closure. The public will be notified by variable message signs that display the dates and times of the road closure for a period of two weeks prior to the closure. Because the Natural Bridge Road Bridge is near the Natural Bridge Battlefield Historic State Park, staff has been working with FDOT to minimize the construction and road closure impacts to the park, in addition to continuing coordination with the Park Ranger. Special notes have been added to the construction plans requiring no construction operations during special events, including Battle of Natural Bridge Re-enactment in March.

According to the current FDOT's Transportation Improvement Five-Year Program schedule, the funding for bridge construction will be available in Fiscal Year 2014. The Natural Bridge Road Bridge Replacement construction is anticipated to be bid by FDOT in May 2014 while the construction time is estimated to be seven months. Approval of this funding requires agreement by the County to maintain the project once completed.

Due to the massive volume of the Agreement Package, only the Agreement and Exhibit B are included as Attachment #1. The complete Agreement, including all exhibits, may be reviewed at the Leon County Courthouse, 301 South Monroe Street, 5<sup>th</sup> Floor, County Administration or at Leon County Public Works, 2280 Miccosukee Road, 2<sup>nd</sup> Floor, Engineering Services Division. It may also be viewed at [Leoncountyfl.gov/Departments/PublicWorks/Engineering Services](http://Leoncountyfl.gov/Departments/PublicWorks/Engineering%20Services) under Important Documents.

Title: Approval of Off System Project Agreement with Florida Department of Transportation  
for the Natural Bridge Road Bridge Replacement

February 26, 2013

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**Options:**

1. Approve the proposed Off-System Project Agreement with Florida Department of Transportation for the Natural Bridge Road Bridge Replacement, and authorize the County Administrator to execute the Agreement
2. Ratify and accept the Warranty Deed from St. Joe as Exhibit B to the Agreement.
3. Do not approve the proposed Off-System Project Agreement with Florida Department of Transportation for the Natural Bridge Road Bridge Replacement.
4. Board direction.

**Recommendation:**

Options #1 and #2.

**Attachments:**

1. Proposed Agreement
2. Project Location Map
3. Proposed Bridge Typical Section
4. Bridge Typical Section Rendering

VSL/TP/KB/CW/bp



# Leon County

## Board of County Commissioners

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

**Commissioners**

**BILL PROCTOR**  
District 1

**JANE G. SAULS**  
District 2

**JOHN DAILEY**  
District 3

**BRYAN DESLOGE**  
District 4

**KRISTIN DOZIER**  
District 5

**MARY ANN LINDLEY**  
At-Large

**NICK MADDOX**  
At-Large

**VINCENT S. LONG**  
County Administrator

**HERBERT W.A. THIELE**  
County Attorney

February 11, 2015

Tommy Barfield, District 3 Secretary  
Florida Department of Transportation (FDOT)  
Highway 90 East  
Chipley, Florida 32424

Dear Secretary Barfield:

On behalf of the Leon County Board of County Commissioners, I am writing to express the concerns raised by citizens at the February 10, 2015 County Commission meeting regarding the Natural Bridge Road Bridge Replacement Project. It is my understanding that FDOT intends to begin the replacement project on March 9, 2015 which will require the closure of the bridge for seven months.

The concerns shared by the citizens included the proposed 21-mile detour route and the financial burden they would incur as a result of increased fuel and maintenance costs to their vehicles. Additionally, the citizens stressed their concerns of limited access to emergency, mail, and solid waste services that they would experience due to the closure of the bridge. We know that the rural nature of the area severely limits the options for a detour route; however, we are very interested in working with FDOT to ensure that these public safety concerns are adequately addressed during the replacement of the bridge.

We appreciate your continued partnership with this project and understand the constraints that you face regularly with balancing the infrastructure needs of the community and mitigating the impact to nearby residents. FDOT has been deliberative and responsive throughout this process. Your agency's unyielding commitment and support has been tremendous. Therefore, it is our hope that the proposed detour route could be re-examined in a manner to remedy the concerns of the citizens. I look forward to our continued partnership on this and future projects.

If you should have any questions, please do not hesitate to contact me.

Sincerely,

Mary Ann Lindley  
Chairman

*"People Focused. Performance Driven."*

**Resolution Requesting a Temporary Access Bridge  
Be Provided For Through Traffic During The  
Natural Bridge Road Bridge Replacement Project  
Affecting Three Counties in North Florida**

WHEREAS, numerous residents from Leon, Wakulla and Jefferson Counties will be put in extreme hardship situations during construction for the better part of a year; and

WHEREAS, an affected resident has stated that FDOT expressed only two families would be displaced or placed within hardship due to this construction project which is completely false and has been misleading during the decision making phase of this project; and

WHEREAS, many of the families affected by this proposed road closing in multiple counties will be placed in peril related to health care and emergency response by requiring more than twenty eight miles of alternate routing and up to forty five (45) minutes of response time; and

WHEREAS, the nearest medical assistance is in Leon County which will not be accessible without more than tripling the commute time and distance which will cause additional financial hardship upon families not capable of the increased cost of transportation; and

WHEREAS, children attending Woodville Elementary will have additional hardships, an autistic child and a child with severe learning disabilities along with their siblings have been granted permission for alternate school attendance will require almost one hundred miles per day additional commute from the detour; neither of these families having the ability to absorb additional costs for commute; and

WHEREAS, the families affected by this proposed road closing in multiple counties will be closed off from other daily needs such as banks, grocery stores, gas stations, feed and hardware stores, medical facilities, recreation, businesses and day care; and

WHEREAS, commuting from both sides of the proposed bridge closing will impede employees travel to work in Wakulla and Leon Counties from Jefferson and Madison Counties; as well as employees travel to Jefferson County from Leon and Wakulla Counties; and

WHEREAS, this proposed road closing will place Jefferson County with increased liability to provide mutual aid to communities outside their jurisdiction much further than acceptable distances from public safety services from Fire, EMS; Police and others; and

WHEREAS, it is the duty of our Local, State and Federal partners to provide wise stewardship of our resources to protect our citizens, a stewardship that is not being shown in this incidence; and

WHEREAS, it is evident all the facts have not been reviewed in making this decision to displace so many citizens from several communities and counties; without proper access to reasonable locations; and

WHEREAS, the installation of a temporary access bridge is well within the FDOT's ability both structurally and financially; and

WHEREAS, environmental impacts from a temporary bridge have been proven to be acceptable within similar areas in the State of Florida; and

WHEREAS, with all the hardships placed on community citizens', job requirements and attendance, educational attendance, health and quality of life expectations; and general human compassion for our fellow persons' daily lives;

NOW, THEREFORE, BE IT RESOLVED, that on the 17<sup>th</sup> day of February, 2015, the Jefferson County Commission supports a review of decisions made to completely close Natural Bridge Road thereby cutting off citizens from multiple counties; and the Jefferson County Commission request steps be taken to ensure a temporary access be constructed for this bridge project;

PASSED, APPROVED, AND EFFECTIVE on this 17<sup>th</sup> day of February, 2015.

ATTEST:

  
Benjamin Bishop, Chairman

  
Kirk Reams, Clerk of Courts



**BOARD OF  
COUNTY COMMISSIONERS**

**Ralph Thomas**  
Chairman, District 1

**Randy Merritt**  
Vice-Chairman, District 2

**Howard Kessler, M.D.**  
District 3

**Jerry Moore**  
District 4

**Richard Harden**  
District 5

**J. David Edwards**  
County Administrator

**Heather J. Encinosa**  
County Attorney  
(850) 224-4070

Post Office Box 1263  
Crawfordville, FL 32328  
(850) 926-0919  
(850) 926-0940 FAX

February 4, 2015

Mr. Tommy Barfield,  
Secretary, District 3  
Department of Transportation  
Highway 90 East  
Chipley, Florida 32428-0607

RE: FDOT Project No: 413491-1-52-01, Natural Bridge Road Bridge  
Replacement

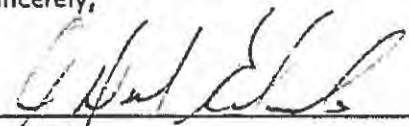
Dear Mr. Barfield:

Citizens living in the area of the above referenced project have voiced concerns to the Board of County Commissioners. It is our understanding that during the construction of the project that no temporary bridge is being provided to the residents in the project area. Residents will have to use an alternative route resulting in traveling as much as 30 miles or more one-way (or an hour or more one-way) to access school, work, and other daily activities.

The lack of a temporary bridge or a shorter alternative route also raises concerns for safety in the event of fire, rescue or emergency medical needs.

On behalf of the Wakulla County Board of County Commissioners, I am respectfully requesting that FDOT consider options to provide a reasonable alternative (i.e., temporary bridge or shorter temporary alternative route) for these residents during the construction of the bridge replacement project.

Sincerely,

  
\_\_\_\_\_  
David Edwards  
County Administrator on behalf of  
Wakulla County Board of Commissioners

**From:** "Vickery, Greg" <[Greg.Vickery@dot.state.fl.us](mailto:Greg.Vickery@dot.state.fl.us)>  
**Date:** March 6, 2015 at 9:03:34 AM EST  
**To:** "Mary Ann Lindley" <[LindleyM@leoncountyfl.gov](mailto:LindleyM@leoncountyfl.gov)>  
**Cc:** "Mike Dew" <[Mike.Dew@dot.state.fl.us](mailto:Mike.Dew@dot.state.fl.us)>, "Tommy Barfield" <[Tommy.Barfield@dot.state.fl.us](mailto:Tommy.Barfield@dot.state.fl.us)>  
**Subject:** **Natural Bridge Road Bridge Replacement (15-01855)**

Florida Department of Transportation  
District Three Administration Building  
Office of the District Secretary  
Post Office Box 607  
Chipley, Florida 32428-0607

March 6, 2015

The Honorable Mary Ann Lindley, Chairwoman  
Leon County Board of County Commissioners  
301 South Monroe Street  
Tallahassee, Florida 32301

**Subject: Natural Bridge Road Bridge Replacement**

Dear Chairwoman Lindley:

Thank you for your letter of February 11, 2015 regarding the Natural Bridge Road bridge replacement project in southern Leon County.

As you know, Natural Bridge Road and the structure which is to be replaced are not part of the state road system and belong to Leon County. The design and construction of the new bridge is being conducted by FDOT under a partnership agreement with Leon County and is funded with federal dollars.

FDOT takes the concerns about access to critical services that have been raised by impacted citizens, as well as by your fellow elected officials in neighboring counties, very seriously. In order to ensure that these public safety concerns are adequately addressed, we are immediately suspending FDOT activity on the project. Natural Bridge Road will remain open while we discuss the following options with Leon County.

The first option is to change the design of the current project to include a temporary bridge that could be used while the permanent structure is being constructed. This would require additional permitting from the Northwest Florida Water Management District, the Army Corps of Engineers, Leon County Growth and Environmental Management and other regulatory agencies. The delays associated with these permitting actions, as well as the need for additional environmental mitigation and right-of-way acquisition for the footprint of the temporary bridge, would significantly increase the cost of the project. There are restrictions and limitations on the types of funding that can be used for these additional costs, and non-state financial resources would need to be identified before this option could proceed.

Secondly, during the development of the original plans the option of leaving the existing bridge in place and building the new structure on an alignment to the south was discussed. This option would have to resolve the same external factors listed above, and additionally could impact Natural Bridge Battlefield

Historic State Park.

Lastly, another option would be for FDOT to purchase the existing construction contract and transfer the completed design plans over to Leon County Engineering Services. FDOT would continue regular inspections of the bridge to ensure its safety while Leon County determined which course of action to take for replacement of the existing structure.

Thank you again for your letter. I look forward to working with you to resolve our mutual concerns on this important project, and to continuing the strong partnership between Leon County and FDOT.

Sincerely,

/s/ James T. Barfield

James T. Barfield, P.E.  
District Secretary

JTB/gv

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**OFF SYSTEM PROJECT AGREEMENT**

This Agreement is between the State of Florida Department of Transportation, "DEPARTMENT," and Leon County, Florida, a charter county and political subdivision of the State of Florida, "COUNTY."

1. Highway Bridge Replacement and Rehabilitation Program funds are available to DEPARTMENT for the costs of the replacement, rehab, or inspection of bridges located off of the Federal-aid system under 23 CFR 650.413(c); and

2. Natural Bridge Road Bridge, Bridge No. 554001, requires replacement; and

3. Natural Bridge Road Bridge is on Natural Bridge Road located in Leon County, Florida, a road not on the State Highway System; and

4. The parties acknowledge and agree that any and all real property needed to complete this project has been acquired by the DEPARTMENT as of the date of this Agreement; and

5. The parties agree that it is in the best interest of each party for the DEPARTMENT to utilize federal funds to undertake and to complete all aspects of the bridge replacement work, including but not limited to the design, construction, construction inspection, utilities, permits, and other associated tasks.

**NOW THEREFORE**, in consideration of the mutual benefits to be derived by the terms of this Agreement, the parties hereby agree as follows:

6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.

7. The parties agree that the DEPARTMENT shall undertake and complete Project No. 413491-1-52-01, generally described as the replacement of Bridge No. 554001 over Branch of St. Marks River (the "PROJECT"), from Beginning MP 6.288 to End MP 6.373 on CR 2192. The PROJECT is further described in the construction plans attached hereto, and incorporated herein, as Exhibit "A." The COUNTY shall cooperate with and shall support the DEPARTMENT's work efforts in these regards. The DEPARTMENT shall have final decision authority with respect to the design of the PROJECT and the design review process.

8. The COUNTY shall, by virtue of the approval of this Agreement by the Leon County Board of County Commissioners (the "Board"), consent to and authorize the DEPARTMENT, if necessary, to do all acts necessary, including securing all environmental and regulatory permits and rights of entry associated with the PROJECT. Said authority and action



shall be deemed to include the DEPARTMENT'S exercise of prudent engineering judgment in the design and construction of the PROJECT. The COUNTY, at COUNTY's expense, shall be responsible to establish, in accordance with DEPARTMENT standards, final right of way survey monumentation.

a) Upon completion of the PROJECT, the right-of-way properties acquired by the DEPARTMENT for the PROJECT shall be transferred from the DEPARTMENT to the COUNTY, and the COUNTY shall thereafter be responsible for maintaining said right-of-way acquired by the DEPARTMENT for the PROJECT.

b) The parties acknowledge and agree that one of the properties acquired by the DEPARTMENT for the PROJECT prior to the execution of this Agreement was inadvertently acquired in the COUNTY's name as grantee, as reflected in the warranty deed from St. Joe Timberland Company of Delaware, LLC to COUNTY recorded at O.R. Book 4402, Page 133, Official Records of Leon County, Florida, a copy of which is attached to this Agreement as Exhibit "B." The COUNTY shall, upon a satisfactory review of the title work completed by the DEPARTMENT for such acquisition, make an agenda request to the Board of County Commissioners recommending that said acquisition be ratified and the warranty deed be accepted.

9. The COUNTY shall provide to the DEPARTMENT all documents in its possession necessary to establish encumbrances and encroachments, if any, within the existing COUNTY right of way necessary for completion of the PROJECT. The DEPARTMENT shall be responsible for assuring that all necessary title work has been completed for the acquisition of any additional right of way that is required for the PROJECT, and that any action necessary has been taken to extinguish any interest in or encumbrance or encroachment on such acquired right of way. In the event there is any action necessary to be taken to acquire ownership or to extinguish any interest in or encumbrance or encroachment on any property within the COUNTY'S existing right of way, the COUNTY shall take all actions reasonably requested by the DEPARTMENT to accomplish the ends required. In the event title ownership issues cannot be resolved so as to allow the PROJECT to move forward, the DEPARTMENT retains the right to terminate this Agreement on that basis. Further, the COUNTY acknowledges that the right of way must be cleared of all ownership interests, encumbrances or encroachments within the limits of construction at least 90 days prior to the DEPARTMENT advertising the PROJECT for construction. The DEPARTMENT shall have the sole discretion to determine the need to clear any ownership, encroachment or encumbrance.

10. The COUNTY acknowledges that the DEPARTMENT will be utilizing federal funds on the PROJECT and as a result thereof the COUNTY agrees to maintain the PROJECT in perpetuity according to DEPARTMENT standards. The COUNTY further recognizes and acknowledges that if the DEPARTMENT will be utilizing federal funds on the PROJECT that the National Environmental Policy Act ("NEPA") process will need to be completed and the DEPARTMENT reserves the right to adjust the plans and or design of the PROJECT to meet the needs of the permits. The COUNTY agrees to fully cooperate in the provision of any and all studies and or data that may be necessary for the NEPA process and for all other permit matters.

11. The COUNTY acknowledges and agrees that the Natural Bridge Road right of way, and the improvements and structures located within said right of way, are and will remain under the ownership of the COUNTY and that the DEPARTMENT will not have any ownership interest in the Natural Bridge Road right of way, improvements or structures located thereon. Notwithstanding the requirements hereof, the DEPARTMENT is authorized to temporarily use the COUNTY's existing Natural Bridge Road right of way for construction of the PROJECT and all safety and maintenance responsibility of said right-of-way during construction shall, at the DEPARTMENT's expense, be the responsibility of the DEPARTMENT and its contractor.

12. The parties understand and agree that the DEPARTMENT and the COUNTY shall cooperate with and keep each other well informed of the work efforts and progress of the PROJECT hereunder. In the event change orders or supplemental agreements become necessary during the prosecution of the work, the COUNTY agrees that it will sign all documents necessary to allow the change order to be finalized and to allow the supplemental agreements to be fully executed.

13. All payment and performance bonds shall be issued in favor of the DEPARTMENT. All warranties shall be made in favor of the COUNTY.

14. Upon completion of the PROJECT, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the COUNTY. The PROJECT improvements to be constructed by the DEPARTMENT and which the COUNTY agrees to maintain shall be known by the parties as the Natural Bridge Road Bridge Replacement ("IMPROVEMENT"). Except as otherwise provided herein, upon issuance of the Notice of Final Acceptance, the COUNTY shall be immediately responsible for the perpetual maintenance of the IMPROVEMENT. The COUNTY agrees to maintain the IMPROVEMENT in a reasonable manner and with due care in accordance with the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Greenbook"). The DEPARTMENT shall also have the right to assign interim maintenance responsibility to the COUNTY for specified portions of the PROJECT before the issuance of the Notice of Final Acceptance. Said assignment of maintenance responsibility shall be sent by the DEPARTMENT to the COUNTY in writing with sufficient description to place the COUNTY on notice of the interim maintenance responsibility. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the contractor. Additionally, the COUNTY understands and agrees that the DEPARTMENT shall transfer all permits to the COUNTY as the operational maintenance entity and the COUNTY agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits. For purposes of this Agreement, the PROJECT shall be deemed to be complete upon satisfaction of the following conditions:

a) A joint final inspection for the IMPROVEMENT shall be conducted by the DEPARTMENT staff and the COUNTY staff.

b) All necessary permits including, but not limited to, the Stormwater Management Facility Operating Permit, shall be secured and the PROJECT shall be closed out with all permitting agencies by the DEPARTMENT.

c) All warranties on the IMPROVEMENT shall be provided by the DEPARTMENT's contractor for materials and craftsmanship according to the DEPARTMENT's specifications.

15. This Agreement shall become effective as of the date both parties hereto have executed the Agreement and shall continue in full force and effect until the PROJECT is completed by the DEPARTMENT and the IMPROVEMENT has been turned over to the COUNTY by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT agrees to complete the PROJECT fully before transferring the IMPROVEMENT to the COUNTY. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder before construction of the PROJECT begins if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to, budgetary and bid cost considerations.

16. Pursuant to Section 287.058, Florida Statutes, the DEPARTMENT may unilaterally cancel this Agreement for refusal by the COUNTY to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the COUNTY in conjunction with this Agreement except for the obligation of the COUNTY to maintain the PROJECT and said Agreement shall be perpetual as to that obligation.

17. In the event that any election, referendum, approval or permit, notice or other proceeding or authorization is required to be undertaken by the COUNTY to enter into this Agreement or to undertake the PROJECT, the COUNTY will expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters with time being of the essence.

18. It is understood that the DEPARTMENT's participation in said PROJECT is subject to Legislative approval of the DEPARTMENT's appropriation request in the work program year that the PROJECT is scheduled;

19. The DEPARTMENT's performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the DEPARTMENT's funding for this PROJECT is in multiple years, funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.

20. In the event this Agreement is in excess of \$25,000.00 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The

FPID #: 413491-1-52-01

COUNTY: Leon

FAP #: 00B3-059-B

department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.”

21. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

22. COUNTY:

a) Shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

b) Shall 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 term.

23. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this agreement. Unless otherwise notified in writing, notices shall be sent to the following:

COUNTY:

Leon County, Director of Public Works  
2280 Miccosukee Road  
Tallahassee, FL 32308

DEPARTMENT:

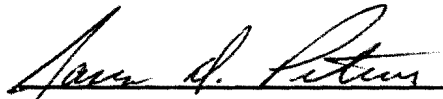
Florida Department of Transportation  
Director of Transportation Development  
1074 US Highway 90 East  
Chipley, FL 32428

FPID #: 413491-1-52-01  
COUNTY: Leon  
FAP #: 00B3-059-B

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates exhibited by the signatures below.

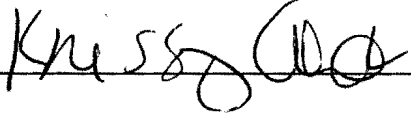
STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION


LEON COUNTY, a charter county and  
political subdivision of the State  
of Florida

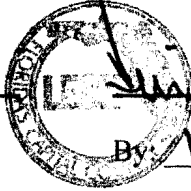
  
By: JASON D. PETERS  
(Print Name)

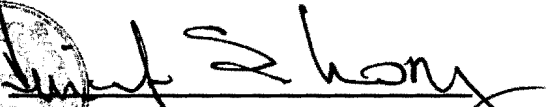
Title: DIR. OF TRANS. DEV.  
(Print Title)

Date: 4/3/13

Attest: 

Legal Review:  
  
Office of the General Counsel

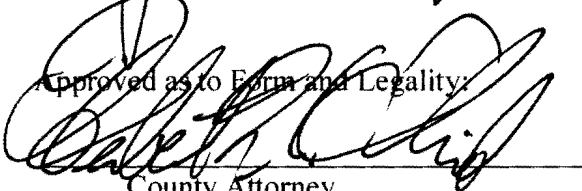


  
By: VINCENT S. LONG  
(Print Name)

Title: County Administrator  
(Print Title)

Date: 3/13/13

Attest: John Stott, Deputy Clerk  
Clerk of Court

Approved as to Form and Legality:  
  
County Attorney

COMPONENTS OF CONTRACT PLANS SET

ROADWAY PLANS  
STRUCTURES PLANS

A DETAILED INDEX APPEARS ON THE  
KEY SHEET OF EACH COMPONENT

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SUMMARY OF PAY ITEMS
3	DRAINAGE MAP
4 - 5	TYPICAL SECTIONS
6 - 9	SUMMARY OF QUANTITIES
10 - 11	PROJECT CONTROL
12 - 13	GENERAL NOTES
14	PLAN/PROFILE
15	DRAINAGE DETAIL
16	ROADWAY SOIL SURVEY
17 - 24	CROSS SECTIONS
25 - 26	STORMWATER POLLUTION PREVENTION PLAN
27	WETLAND IMPACTS
28 - 30	TRAFFIC CONTROL PLAN
31	SELECTIVE CLEARING
32	SIGNING & MARKING DETAILS
TR 1 - TR 22	TREE SURVEY

GOVERNING STANDARDS AND SPECIFICATIONS:  
FLORIDA DEPARTMENT OF TRANSPORTATION,  
DESIGN STANDARDS DATED 2000,  
AND STANDARD SPECIFICATIONS FOR ROAD AND  
BRIDGE CONSTRUCTION DATED 2000,  
AS AMENDED BY CONTRACT DOCUMENTS.

APPLICABLE DESIGN STANDARDS MODIFICATIONS: JUL 01, 2011

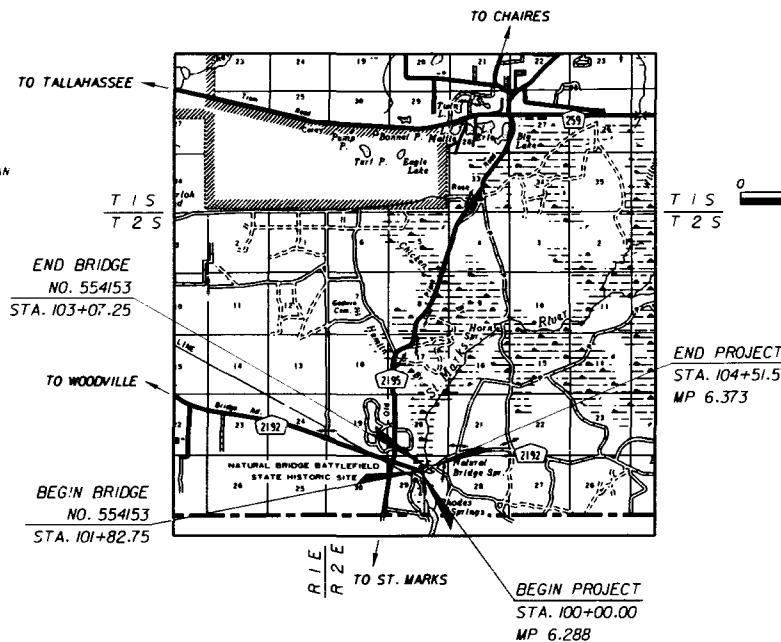
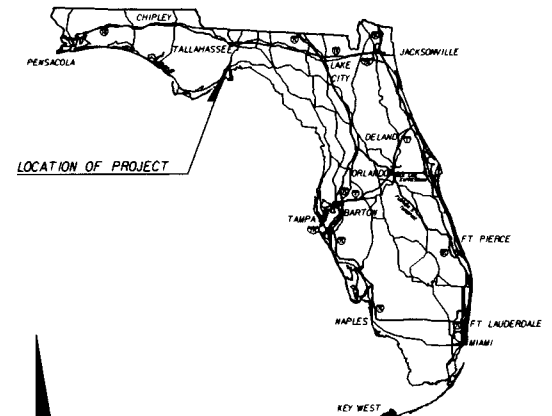
For Design Standards Modifications click on  
"Design Standards" at the following web site:  
<http://www.dot.state.fl.us/rdesign/>

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

FINANCIAL PROJECT ID 413491-1-52-01  
(FEDERAL FUNDS)  
LEON COUNTY (55030)  
COUNTY ROAD NO. 2192

CONSTRUCTION CONTRACT NO. T3408



ROADWAY SHOP DRAWINGS  
TO BE SUBMITTED TO:

MICHAEL J. WOODARD, P.E.  
2940 EAST PARK AVENUE, SUITE 200  
TALLAHASSEE, FL 32301

PLANS PREPARED BY:

**LOCHNER**

H.W. LOCHNER, INC.  
CONSULTING ENGINEERS AND PLANNERS  
2940 EAST PARK AVENUE, SUITE 200  
TALLAHASSEE, FL 32301  
TELEPHONE NO. (850) 656-9027  
CONTRACT NO. C-8816  
VENDOR NO. 36-2338811  
FBPR CERTIFICATE OF AUTH. #894

MICHAEL J. WOODARD, P.E.  
P.E. # 47736

NOTE: THE SCALE OF THESE PLANS MAY  
HAVE CHANGED DUE TO REPRODUCTION.

PHASE IV PLANS  
DECEMBER 2011

ROADWAY PLANS  
ENGINEER OF RECORD: MICHAEL J. WOODARD, P.E.

P.E. NO. 47736

FISCAL YEAR	SHEET NO.
2014	1

PROJECT LENGTH IS BASED ON  $\frac{1}{2}$  OF CONSTRUCTION

LENGTH OF PROJECT		
	LINEAR FEET	MILES
ROADWAY	327.07	0.062
BRIDGES	124.50	0.023
NET LENGTH OF PROJECT	451.57	0.085
EXCEPTIONS	0.00	0.000
GROSS LENGTH OF PROJECT	451.57	0.085

FOOT PROJECT MANAGER: DONALD ROGERS, P.E.

KEY SHEET REVISIONS	
DATE	DESCRIPTION

Project Description: Natural Bridge Road over a Branch of St. Marks River

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6805-23.003, F.A.C.

Page A1 of 85

Exhibit "A"

DATE: 12/19/11 FLORIDA DEPARTMENT OF TRANSPORTATION PROPOSAL SUMMARY OF PAY ITEMS PAGE: 2 A0002

PROPOSAL : 73408 LEAD PROJECT : 41349115201 COUNTY : LEON MANDIST: 03  
PROJECT(S): 41349115201 COUNTY/SECTION: 55030000

0002 SUMMARY OF ROADWAY PAY ITEMS

ALT	ITEM NUMBER	ITEM DESCRIPTION	UNIT	41349115201	QUANTITY TOTAL
	10101-1	MOBILIZATION (41349115201)	LS	1,000	1,000
	10102-1	MAINTENANCE OF TRAFFIC (41349115201)	LS	1,000	1,000
	10102-60	WORK ZONE SIGN	LED	1,293,000	1,293,000
	10102-74-1	1 BARRICADE, TEMPORARY, TYPES 1, 11, O1, VP & DRUM	LED	1,681,000	1,681,000
	10102-74-2	2 BARRICADE, TEMPORARY, TYPE 111, 6	LED	1,558,000	1,558,000
	10102-77	1 HIGH INTENSITY FLASHING LIGHTS, TEMP, TYPE B	LED	974,000	974,000
	10102-99	1 PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	LED	420,000	420,000
	10104-10	3 SEDIMENT BARRIER	LF	788,500	788,500
	10104-11	1 FLOATING TURBIDITY BARRIER	LF	53,600	53,600
	10104-12	1 STAKED TURBIDITY BARRIER- NYLON REINFORCED PVC	LF	280,400	280,400
	10107-1	1 LITTER REMOVAL	LAC	1,600	1,600
	10107-2	1 MOWING	LAC	1,600	1,600
	10110-1	1 CLEARING & GRUBBING (41349115201)	LS	1,000	1,000
	10120-1	1 REGULAR EXCAVATION	IC	236,000	236,000
	10120-6	1 EMBANKMENT	IC	115,000	115,000
	10180-4	1 TYPE B STABILIZATION	IS	1,188,000	1,188,000
	10182-1	1 PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	IS	927,000	927,000
	10285-701	1 OPTIMAL BASE, BASE GROUP O1	IS	118,000	118,000
	10285-706	1 OPTIMAL BASE, BASE GROUP O6	IS	581,000	581,000
	10334-1	22 SUPERPAVE ASPH CONC, TRAF B, PG78-22	ITM	74,700	74,700
	10339-1	1 MISCELLANEOUS ASPHALT PAVEMENT	ITM	13,700	13,700
	10520-2	4 CONCRETE CURB, TYPE D	LF	58,200	58,200
	10524-1	1 CONCRETE DITCH PAVT, NON REINFORCED, 3"	IS	4,000	4,000
	10530-3	4 RIPRAP, RUBBLE, F&I, DITCH LINING	ITM	2,100	2,100
	10536-1	1 GUARDRAIL - ROADWAY	LF	388,000	388,000
	10536-73	1 GUARDRAIL REMOVAL	LF	480,000	480,000
	10536-85	22 GUARDRAIL END ANCHORAGE ASSEMBLY- FLARED	EA	4,000	4,000
	10570-1	1 PERFORMANCE TURF	IS	483,000	483,000
	10570-1	2 PERFORMANCE TURF, SOD	IS	217,000	217,000
	10999-25	1 INITIAL CONTINGENCY AMOUNT, DO NOT BID (41349115201)	LS	1,000	1,000

DATE: 12/19/11 FLORIDA DEPARTMENT OF TRANSPORTATION PROPOSAL SUMMARY OF PAY ITEMS PAGE: 1 A0001

PROPOSAL : 73408 LEAD PROJECT : 41349115201 COUNTY : LEON MANDIST: 03  
PROJECT(S): 41349115201 COUNTY/SECTION: 55030000

0001 SUMMARY OF STRUCTURES PAY ITEMS

ALT	ITEM NUMBER	ITEM DESCRIPTION	UNIT	41349115201	QUANTITY TOTAL
	10110-3	1 REMOVAL OF EXISTING STRUCTURE (41349115201)	LS	1,000	1,000
	10400-2	4 ICDC CLASS 11, SUPERSTRUCTURE	IC	176,900	176,900
	10400-5	5 CONCRETE CLASS 11, SUBSTRUCTURE	IC	45,300	45,300
	10400-2	10 CONCRETE CLASS 11, APPROACH SLABS	IC	66,800	66,800
	10415-1	4 REINFORCING STEEL - SUPERSTRUCTURE	LB	47,383,000	47,383,000
	10415-1	5 REINFORCING STEEL - SUBSTRUCTURE	LB	3856,000	3856,000
	10415-1	9 REINFORCING STEEL - APPROACH SLABS	LB	11832,000	11832,000
	10455-35	22 STEEL PILING, 24" DIA, PIPE	LF	1065,000	1065,000
	10455-144	22 TEST PILES - STEEL, 24" DIA PIPE	LF	430,000	430,000
	10458-1	11 BRIDGE DECK EXPANSION JOINT, NEW CONSTRUCTION	LF	52,000	52,000
	10521-5	6 CONCRETE TRAFFIC PAILING - BRIDGE, CORRAL W/CURB	LF	372,000	372,000
	10530-1	3 RIPRAP, SAND-CEMENT	IC	34,700	34,700
	10530-3	3 RIPRAP - RUBBLE, BANK AND SHORE	ITM	181,500	181,500
	10530-74	1 BEDDING STONE	ITM	62,900	62,900

DATE: 12/19/11 FLORIDA DEPARTMENT OF TRANSPORTATION PROPOSAL SUMMARY OF PAY ITEMS PAGE: 3 A0003

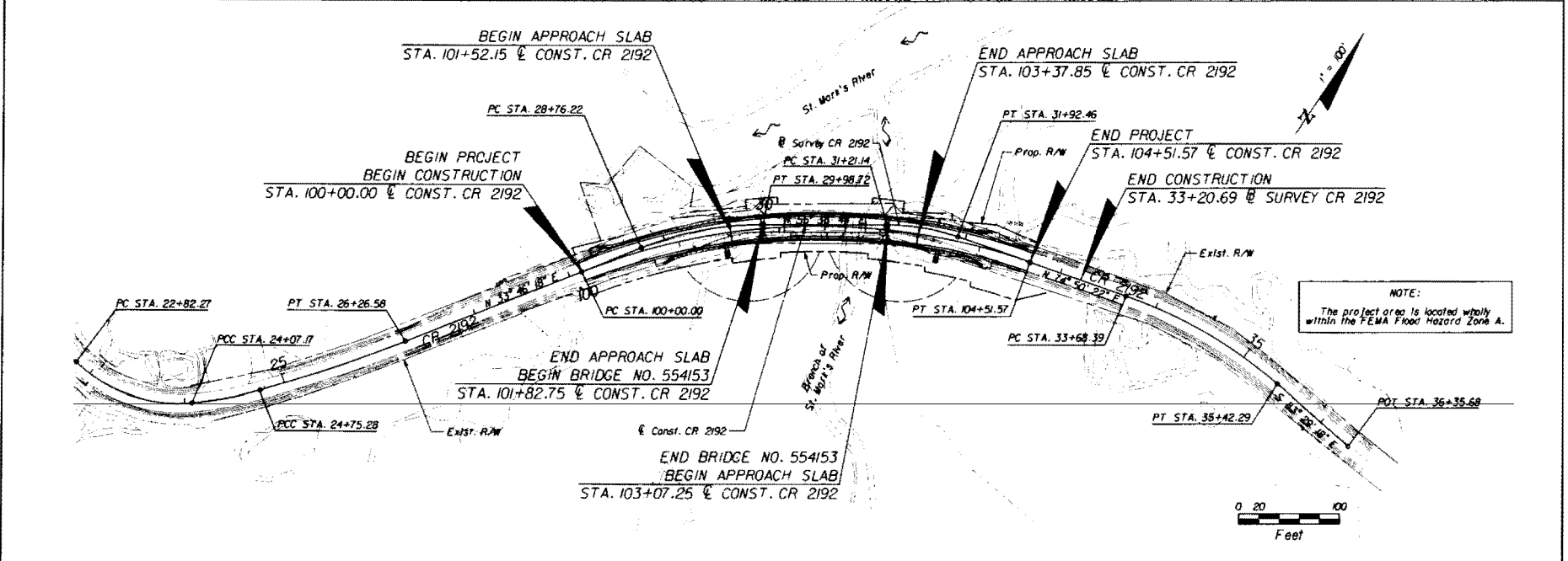
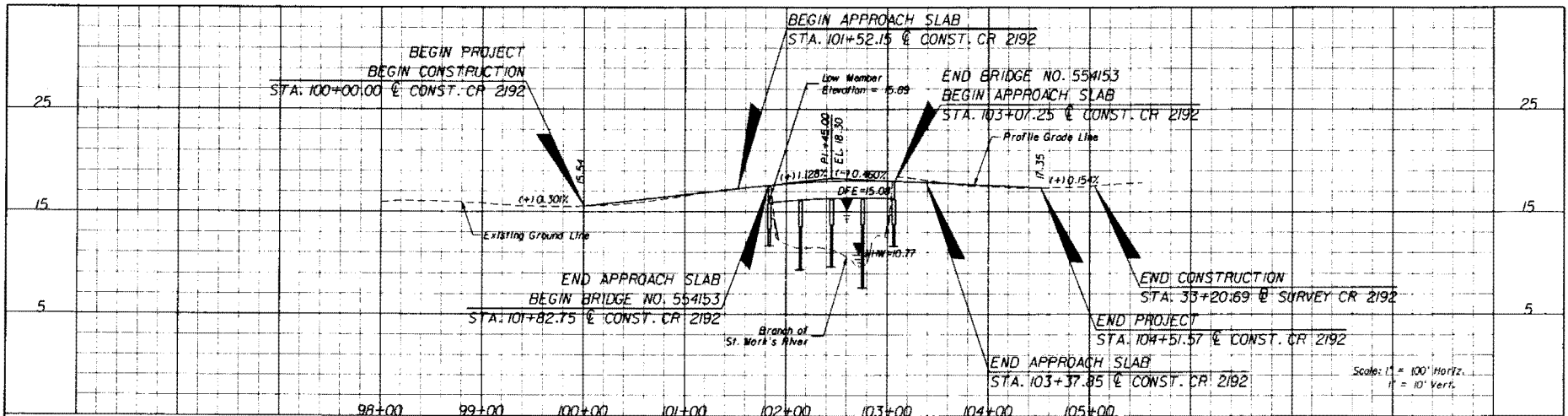
PROPOSAL : 73408 LEAD PROJECT : 41349115201 COUNTY : LEON MANDIST: 03  
PROJECT(S): 41349115201 COUNTY/SECTION: 55030000

0003 SUMMARY OF SIGNING PAY ITEMS

ALT	ITEM NUMBER	ITEM DESCRIPTION	UNIT	41349115201	QUANTITY TOTAL
	10700-30	60 SINGLE POST SIGN, REMOVE	AS	10,000	10,000
	10710-30	1 PAINTED PAVEMENT MARKINGS, FINAL SURFACE (41349115201)	LS	1,000	1,000

REVISIONS				LOCHNER 2908 EAST PARK AVENUE, SUITE 200 TALLAHASSEE, FLORIDA 32301 FBPR CERTIFICATE OF AUTH # 044 MICHAEL J. WOODARD, P.E. # 4751	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SUMMARY OF PAY ITEMS	SHEET NO. 2
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				CR 2192	LEON	413491-1-52-01			

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G5-23.001, F.A.C.

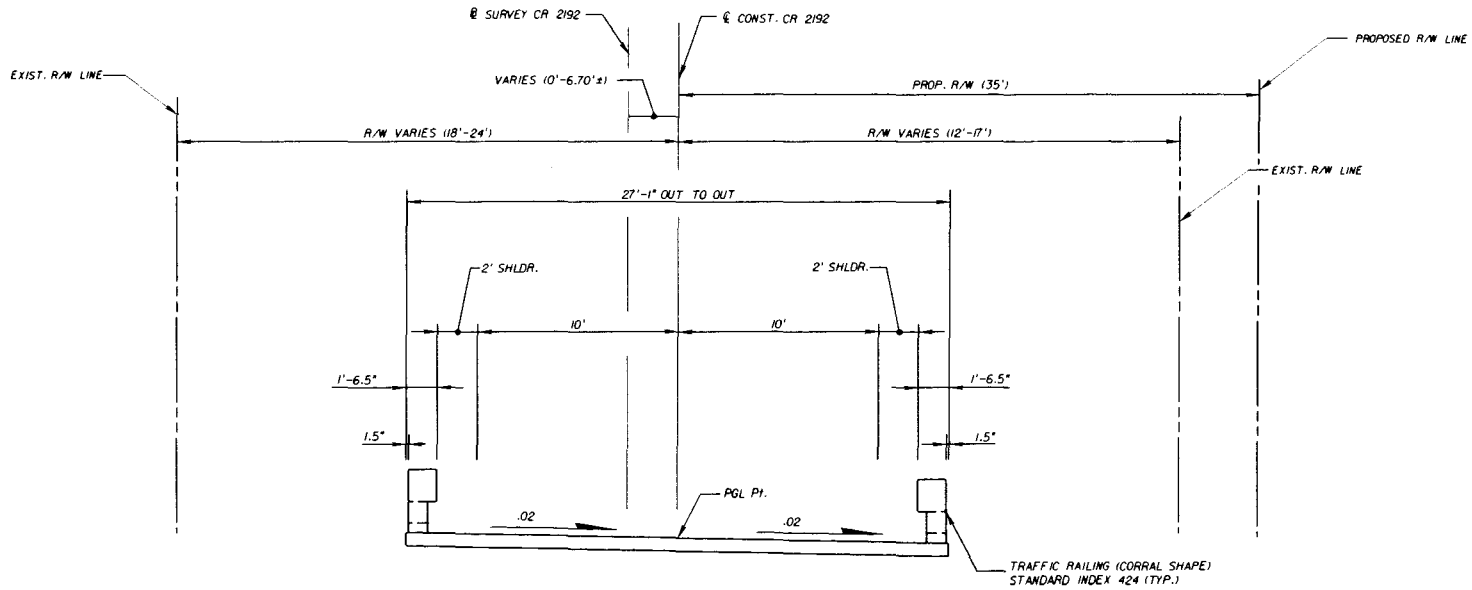


REVISIONS				LOCHNER 3746 EAST PARK AVENUE, SUITE 200 TALLAHASSEE, FLORIDA 32311 FBPR CERTIFICATE OF AUTH # 814 NATALIE BETZ ZIERDEN, P.E. # 54872	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			DRAINAGE MAP	SHEET NO. 3
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 2192	LEON	413491-1-52-01		

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**TRAFFIC DATA**

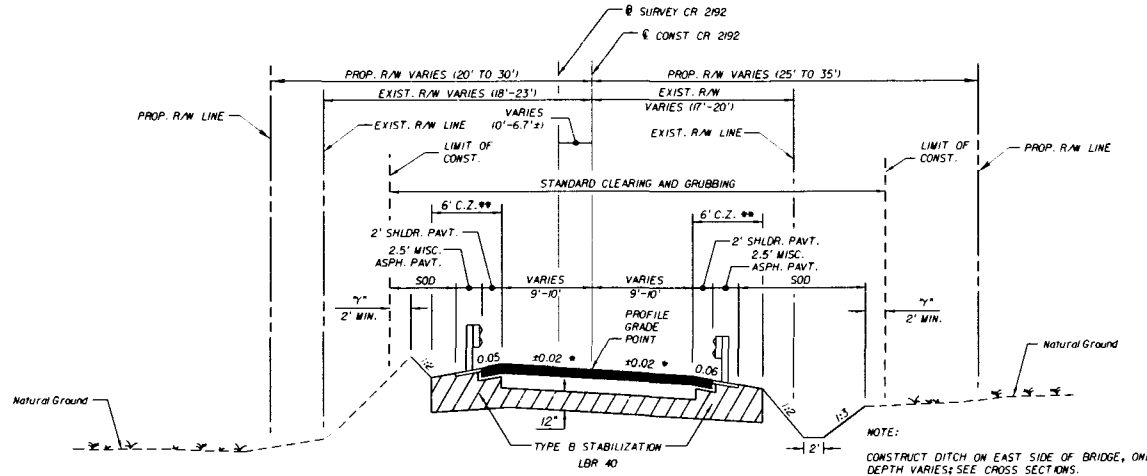
NOT AVAILABLE  
DESIGN SPEED = 25 MPH

**TYPICAL SECTION #1**  
**CR 2192 (NATURAL BRIDGE ROAD)**  
**STA. 101+52.15 TO STA. 103+37.85**

Note:  
See Structure Plans for details.

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 605-23.003, F.A.C.

REVISIONS				<b>LOCHNER</b> 2940 EAST PARK AVENUE, SUITE 300 TALLAHASSEE, FLORIDA 32301 FBPR CERTIFICATE OF AUTH. # 094 MICHAEL J. WOODARD, P.E. # 47716	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			<b>TYPICAL SECTIONS</b>	SHEET NO. 4
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				CR 2192	LEON	413491-1-52-01			



- \* PART OF ROADWAY IS SUPERELEVATED WITHIN PROJECT LIMITS.
- \*\* DESIGN CLEAR ZONE DOES NOT APPLY TO CLEAR ZONE WIDTHS FOR WORK ZONES.

**TYPICAL SECTION #2**  
**CR 2192 (NATURAL BRIDGE ROAD)**  
**STA. 100+00.00 TO STA. 101+52.15**  
**STA. 103+37.85 TO STA. 104+51.57**

NOTE:  
CONSTRUCT DITCH ON EAST SIDE OF BRIDGE, ONLY.  
DEPTH VARIES; SEE CROSS SECTIONS.

**TRAFFIC DATA**

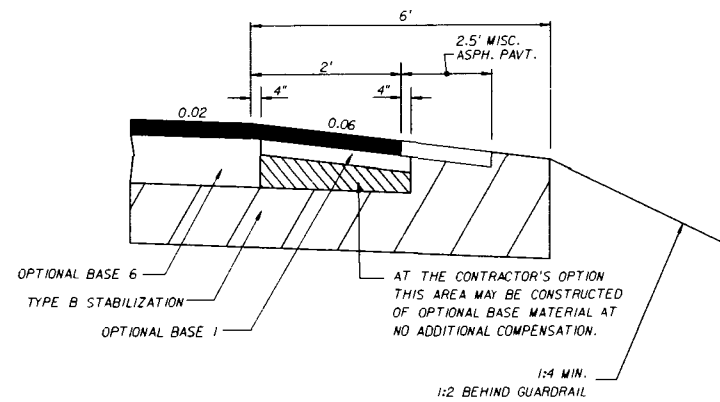
NOT AVAILABLE  
DESIGN SPEED = 25 MPH

**NEW CONSTRUCTION**

OPTIONAL BASE GROUP 6 WITH  
TYPE SP STRUCTURAL COURSE (TRAFFIC B)(12") (PG 76-22)

**SHOULDER PAVEMENT**

OPTIONAL BASE GROUP 1 WITH  
TYPE SP STRUCTURAL COURSE (TRAFFIC B)(12") (PG 76-22)



**SHOULDER PAVEMENT DETAIL**

REVISIONS		LOCHNER		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 5
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
				CR 2192	LEON	413491-1-52-01	

**LOCHNER**  
 3240 EAST PARK AVENUE, SUITE 300  
 TALLAHASSEE, FLORIDA 32301  
 FBPR CERTIFICATE OF AUTH. # 094  
 MICHAEL J. WOODARD, P.E. # 47736

**TYPICAL SECTIONS**

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6105-23.003, F.A.C.

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PAY ITEM NOTES

110- 1- Includes the following items:

- \* 1,200 LF of Hog Wire and 1,200 LF of Orange Mesh for tree protection.
- \* 20' of 12 gauge wire and either (A) 220 2"x4"x8' or (B) 150 2"x6"x8' wooden boards for trunk protection.
- \* Selective clearing, tree trimming, and tree pruning.
- \* Root pruning and related watering.
- \* Weekly inspection and routine grading of 2.3 miles of unpaved sections of Natural Bridge Road and Faniew Road in Jefferson County included within the detour, as directed by the Engineer.

The cost to furnish and install tree & trunk protection items, and to provide routine roadway inspections & re-grading is incidental to the cost of Clearing & Grubbing.

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REVISIONS				<b>LOCHNER</b> 2940 EAST PARK AVENUE, SUITE 200 TALLAHASSEE, FLORIDA 32301 PBPR CERTIFICATE OF AUTH. # 894 MICHAEL J. WOODARD, P.E. # 47716	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			<b>SUMMARY OF QUANTITIES</b>	SHEET NO.  6
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				CR 2192	LEON	413491-1-52-01			



SUMMARY OF PREPARED SOIL LAYER						
LOCATION	6" ORGANIC SOIL LAYER (SY)		6" FINISH SOIL LAYER (SY)		12" FINISH SOIL LAYER (SY)	
	P	F	P	F	P	F
100+00.00 to 104+51.57			927			

SUMMARY OF MISCELLANEOUS ASPHALT																	
LOCATION STA. TO STA.	SIDE	UNDER GUARDRAIL			BICYCLE PATH			MEDIAN PAVEMENT			TEMPORARY SIDEWALK			OTHER			REMARKS
		THICK (IN)	TN		THICK (IN)	TN		THICK (IN)	TN		THICK (IN)	TN		THICK (IN)	TN		
			P	F		P	F		P	F		P	F		P	F	
100+11.94 to 101+52.15	LT	2.00	4.8														
100+74.50 to 101+52.15	RT	2.00	3.1														
103+37.83 to 104+15.51	LT	2.00	3.0														
103+37.84 to 103+57.67	RT	2.00	0.4														
103+61.33 to 104+15.61	RT	2.00	2.5														
TOTAL			13.7														

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 60B-23.001, F.A.C.

REVISIONS DATE DESCRIPTION DATE DESCRIPTION				<b>LOCHNER</b> 770 EAST PARK AVENUE, SUITE 300 TALLAHASSEE, FLORIDA 32301 FBPR CERTIFICATE OF AUTH. # 894 MICHAEL J. WOODARD, P.E. # 47734	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. COUNTY FINANCIAL PROJECT ID			<b>SUMMARY OF QUANTITIES</b> SHEET NO. 8
					CR 2192	LEON	413491-1-52-01	

SUMMARY OF GUARDRAIL

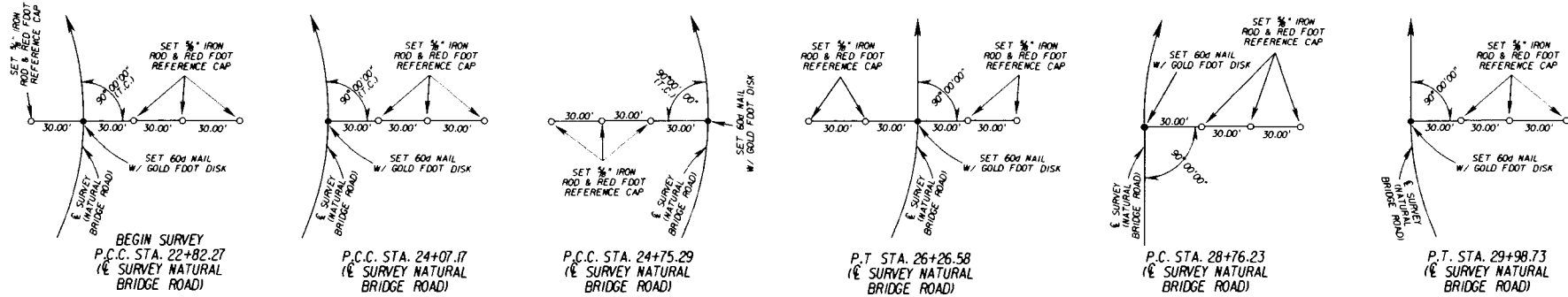
LOCATION		GUARDRAIL (LF)										END ANCHORAGE ASSEMBLIES (EA)								REMARKS	FIELD BOOK REFERENCE
STATION	SIDE	ROADWAY		REMOVAL		MOD. THRE BEAM DOUBLE FACE		PEDESTRIAN SAFETY TREATMENT		RUBRAIL		FLARED		PARALLEL		TYPE II		TYPE CRT			
		P	F	P	F	P	F	P	F	P	F	P	F	P	F	P	F	P	F		
FROM 103+23.96	RT	81.3						FROM		FROM		1									
TO 104+06.77								TO		TO											
FROM 103+24.48	LT	81.3						FROM		FROM		1									
TO 104+04.24								TO		TO											
FROM 100+83.24	RT	81.3						FROM		FROM		1									
TO 101+66.04								TO		TO											
FROM 100+24.38	LT	143.8						FROM		FROM		1									
TO 101+65.52								TO		TO											
FROM 101+21.79	RT			240				FROM		FROM											
TO 103+62.77								TO		TO											
FROM 101+30.76	LT			240				FROM		FROM											
TO 103+64.26								TO		TO											
								FROM		FROM											
								TO		TO											
TOTAL		388		480								4									

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6A05-23.003, F.A.C.

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<table border="1"> <tr> <th colspan="2">REVISIONS</th> </tr> <tr> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> </tr> </table>		REVISIONS		DATE	DESCRIPTION			<p><b>LOCHNER</b> 2940 EAST PARK AVENUE, SUITE 200 TALLAHASSEE, FLORIDA 32301 FBPR CERTIFICATE OF AUTH # 094 MICHAEL J. WOODARD, P.E. # 47736</p>	<p>STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION</p> <table border="1"> <tr> <th>ROAD NO.</th> <th>COUNTY</th> <th>FINANCIAL PROJECT ID</th> </tr> <tr> <td>CR 2192</td> <td>LEON</td> <td>413491-1-52-01</td> </tr> </table>	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	CR 2192	LEON	413491-1-52-01	<p><b>SUMMARY OF QUANTITIES</b></p>	<table border="1"> <tr> <th>SHEET NO.</th> </tr> <tr> <td>9</td> </tr> </table>	SHEET NO.	9
REVISIONS																			
DATE	DESCRIPTION																		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID																	
CR 2192	LEON	413491-1-52-01																	
SHEET NO.																			
9																			

REFERENCE POINTS  
(NOT TO SCALE)



LEGEND

- = SET 5/8" IRON ROD & RED FDOT REFERENCE CAP
- = SET 60d NAIL W/ GOLD FDOT DISK

B/L STATION	NORTHING (Y)	EASTING (X)	SCALE FACTOR
22+82.27	467151.7835	2078684.2221	0.99995050
24+07.17	467183.5304	2078801.0054	0.99995050
24+75.29	467231.8728	2078848.8641	0.99995051
26+26.58	467353.2402	2078939.0844	0.99995052
28+76.23	467560.7644	2079077.8605	0.99995054
29+98.73	467647.361	2079163.4600	0.99995055

HORIZONTAL AND VERTICAL CONTROL

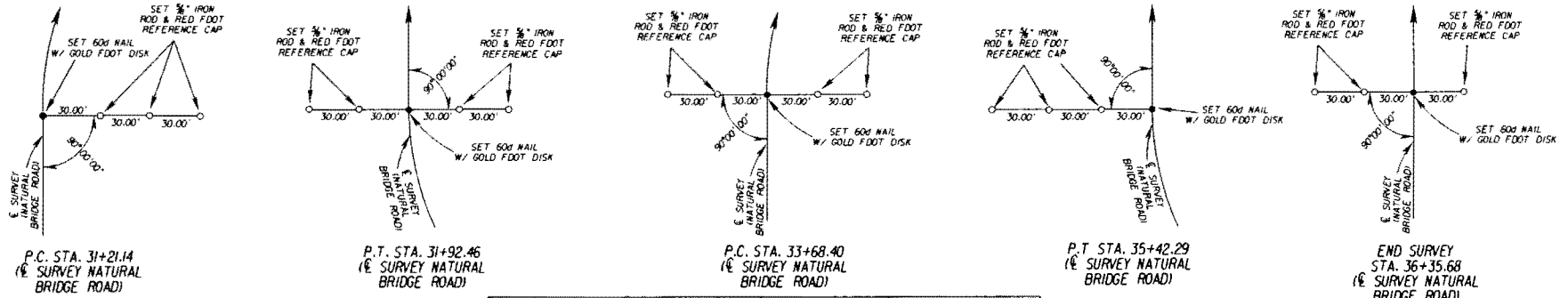
- ANY PROJECT CONTROL MONUMENT WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE PROJECT ADMINISTRATOR SHOULD NOTIFY THE DISTRICT SURVEYOR, WITHOUT DELAY, BY TELEPHONE. (850) 415-9400.
- THIS PROJECT IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM NAD 1983/99 HORIZONTAL DATUM. THE VERTICAL DATUM IS BASED ON NAVD 1988.
- HORIZ. INFORMATION FOR BENCHMARKS IS SHOWN TO THE NEAREST FOOT FOR COORDINATES AND THE TENTH OF A SECOND FOR LAT. & LONG. TO BE USED FOR RECON PURPOSES ONLY AND SHOULD NOT BE USED FOR HORIZ. CONTROL.

DESIGNATION	B/L STATION	OFFSET	ELEVATION	DESCRIPTION	NORTHING (Y)	EASTING (X)	LATITUDE	LONGITUDE	ELLIP. HT.	SCALE FACTOR
A1	N/A	N/A	N/A	FOUND 5/8" IRON ROD W/ ORANGE FDOT CAP	468131.3006	2076167.7482	30°17'12.442036"	84°09'31.948730"	N/A	0.99995060
A2	N/A	N/A	24.10	FOUND 5/8" IRON ROD W/ ORANGE FDOT CAP	467369.7032	2078171.2778	30°17'05.041374"	84°09'09.122521"	N/A	0.99995053
A3	23+26.58	14.53 FT RT	15.29	FOUND 5/8" IRON ROD W/ ORANGE FDOT CAP	467136.7572	2078730.3744	30°17'02.520654"	84°09'02.754511"	N/A	0.99995050
A4	26+26.51	11.88 FT RT	15.35	FOUND 5/8" IRON ROD W/ ORANGE FDOT CAP	467346.6867	2078948.7560	30°17'04.582034"	84°09'00.256401"	N/A	0.99995052
A5	29+62.55	12.44 FT LT	16.89	FOUND 5/8" IRON ROD W/ ORANGE FDOT CAP	467634.6744	2079126.6918	30°17'07.437298"	84°08'58.216836"	N/A	0.99995055
210.WM USGS 195	N/A	N/A	23.85	FOUND Poured CONCRETE MONUMENT	467430	2078235	30°17'05.4"	84°09'08.4"	N/A	
55-09-A01V	24+08.44	20.73 FT RT	18.89	FOUND 4" SQUARE MONUMENT W/ FDOT DISK	467189	2078815	30°17'02.8"	84°09'01.8"	N/A	

REVISIONS				 <small>NORTH CAROLINA GROUP, INC.</small> 2844 PARK AVENUE, FAYETTEVILLE, FLORIDA 32826 (904) 221-0070 FAX (904) 221-1100 SURVEYOR OF RECORD: JAMES E. McLEOD, PLSM 9196	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PROJECT CONTROL	SHEET NO. 10
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 2192	LEON	413491-1-52-01		

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REFERENCE POINTS  
(NOT TO SCALE)



LEGEND

- = SET 5/8" IRON ROD & RED FOOT REFERENCE CAP
- = SET 600 NAIL W/ GOLD FOOT DISK

B/L STATION	NORTHING (Y)	EASTING (X)	SCALE FACTOR
31+21.14	467716.5850	2079264.4167	0.99995056
31+92.46	467746.3576	2079328.8553	0.99995056
33+68.40	467792.3701	2079498.6720	0.99995056
35+42.29	467805.4028	2079671.0353	0.99995057
36+35.68	467794.8120	2079763.8229	0.99995056

HORIZONTAL AND VERTICAL CONTROL

1. ANY PROJECT CONTROL MONUMENT WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE PROJECT ADMINISTRATOR SHOULD NOTIFY THE DISTRICT SURVEYOR, WITHOUT DELAY, BY TELEPHONE. (850) 415-9400.
2. THIS PROJECT IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM NAD 1983/99 HORIZONTAL DATUM. THE VERTICAL DATUM IS BASED ON NAVD 1988.
3. HORIZ. INFORMATION FOR BENCHMARKS IS SHOWN TO THE NEAREST FOOT FOR COORDINATES AND THE TENTH OF A SECOND FOR LAT. & LONG. TO BE USED FOR RECON PURPOSES ONLY AND SHOULD NOT BE USED FOR HORIZ. CONTROL.

DESIGNATION	B/L STATION	OFFSET	ELEVATION	DESCRIPTION	NORTHING (Y)	EASTING (X)	LATITUDE	LONGITUDE	ELLIP. HT.	SCALE FACTOR
A6	33+58.71	9.99 FT LT	17.40	FOUND 5/8" IRON ROD W/ ORANGE FOOT CAP	467799.4745	2079486.7065	30°17'09.057615"	84°08'54.104819"	N/A	0.99995056
A7	N/A	N/A	18.55	FOUND 5/8" IRON ROD W/ ORANGE FOOT CAP	467807.9804	2079916.4825	30°17'09.128666"	84°08'49.202599"	N/A	0.99995057
A8	N/A	N/A	19.70	FOUND 5/8" IRON ROD W/ ORANGE FOOT CAP	468109.9316	2080327.7739	30°17'12.104930"	84°08'44.500807"	N/A	0.99995060
55-09-A02V	N/A	N/A	19.21	FOUND 4" SQUARE MONUMENT W/ FOOT DISK	467845	2079902	30°17'09.5"	84°08'49.4"	N/A	

DATE		DESCRIPTION		REVISIONS		DATE		DESCRIPTION		 <p>STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION</p>	<p>ROAD NO. COUNTY FINANCIAL PROJECT ID</p> <p>CR 2192 LEON 413491-1-52-01</p>	<p>PROJECT CONTROL</p>	SHEET NO.
													11

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**GENERAL NOTES**

1. All Exist. R/W control points shown in the plans are measured from the Survey CR 2192.
2. All Prop. R/W and TCE control points shown in the plans are measured from the Const. CR 2192, except where the Prop. R/W and TCEs intersect the existing maintained R/W. These points of intersection are measured from the Survey CR 2192.
3. Any public land survey system corner or any monument that perpetuates the FDOT R/W within the project limits of construction is to be protected by the contractor. If a monument is in danger of being destroyed and has not been properly referenced, the project administrator should notify the District Surveyor, without delay, by telephone at 888-638-0250.
4. Any project control monument within the limits of construction is to be protected. If a monument is in danger of being destroyed and has not been properly referenced, the Engineer should notify the District Location Surveyor, without delay, by telephone at 850-415-9400.
5. All erosion control items and survey stakes shall be removed by the contractor at the completion of the project.
6. If the limestone base option is constructed for the widening or paved shoulder base, the excess limestone from the clipping of the limestone base shall not be spoiled on the shoulders or slopes outside the limits of the base construction. The limestone will be removed from the project site and no additional compensation will be allowed for this removal.
7. If any known or suspected hazardous material is found on the project by the Contractor, notify the DCIC and comply with Section 8-4.9 of the Standard Specifications.
8. The locations of the utilities shown in the plans (including those designated Vv, Vh and Vvh) are based on limited investigation techniques and should be considered approximate only. The verified locations/elevations apply only at the points shown. Interpolations between these points have not been verified.
9. Existing utilities are to remain in place unless otherwise noted. The Contractor shall notify utility owners through Sunshine One Call of Florida, Inc. (1-800-432-4770), the Nationwide Utility Locate toll free number 811 and telephone numbers listed below, two business days in advance of beginning construction on the job site.

Utility/Agency Owner	Contact Person	Telephone Number
Talquin Electric Co-Op, Inc.	Thomas Tadlock	(850) 562-2119
Century Link (or Outsource Inc.)	Thom Duggar	(850) 599-1543
FDOT Utility Coordinator	Mark Williams	(229) 224-9380
	Traci Adison	(850) 575-1800
		(850) 528-3400

10. Coordinate the disposal of the existing bridge concrete debris with:

Midway Operations Center  
Greg Oats, P.E.  
17 Commerce Blvd.  
Midway, FL 32343  
1850) 922-7900

It is the responsibility of the Contractor to deliver the existing bridge concrete debris to the Shafter Road PII. All other materials removed by the Contractor shall be disposed of in accordance with Section 110-8 of the Standard Specifications.

11. The Contractor is responsible for complying with all of the following permits: Leon County Environmental Management permit, FDEP NPDES permit, NFWMD Environmental Resource permit, and ACOE Federal Dredge and Fill permit.
12. Any damage to Natural Bridge Road outside the limits of construction as a result of construction activities shall be repaired at no cost to the Department. The Contractor shall resurface any sections of Natural Bridge Road which may be damaged as a result of constructing the new bridge. To this end, pre- and post-construction surveys are to be conducted by the governing parties involved (Contractor and FDOT), along with a video tape of Natural Bridge Road which is associated with the pre- and post-construction start & finish dates. Furthermore, the Contractor shall inspect the condition of all unpaved roadway sections of the detour on a monthly basis, and re-grade any sections as determined by the Engineer.
13. If a monitoring well is encountered within or adjacent to the project corridor, and is not shown in the plan, the Contractor shall immediately notify the DCIC or the District Environmental Manager at (850) 638-0250.
14. Eastern Indigo Snake Protection Measures and Educational Plan  
  
Habitat for the federally protected eastern indigo snake occurs along the project. The U.S. Fish and Wildlife Service (FWS) requires that their Standard Protection Measures for the Eastern Indigo Snake be implemented during project construction. The following plan will implement the required protection measures:  
  
The Department or its designee shall:  
  
\* Provide an eastern indigo snake educational packet and make an informational presentation to the Contractor's representative(s) at the project Pre-construction conference. The educational packet and presentation will include:  
o an explanation of the protections afforded the eastern indigo snake under the Endangered Species Act (ESA) of 1973, as amended, including the fines and penalties associated with violations of the ESA for which the contractor could be responsible;  
o a description of the eastern indigo snake and its habits including reproducible photographs and/or posters;  
o a direction that if an eastern indigo snake enters or is found within the project construction area, all construction activities shall cease and the snake shall be allowed to move away on its own before construction activities may resume;  
o instruction not to injure, harm, harass, or kill any eastern indigo snake during construction activities;  
o contact information of all pertinent agencies who shall be immediately notified if a dead eastern indigo snake is encountered, and direction to soak the specimen in water, freeze it, and provide it to the FWS contact person;  
o instruction that no construction personnel may come in contact with a live eastern indigo snake, unless that individual possesses a FWS section 10(a)(1)(A) permit or is authorized for such activities by the State of Florida through the Florida Fish and Wildlife Conservation Commission (FWC).

The Department or its designee shall:

- \* Provide an eastern indigo snake educational packet and make an informational presentation to the Contractor's representative(s) at the project Pre-construction conference. The educational packet and presentation will include:
  - o an explanation of the protections afforded the eastern indigo snake under the Endangered Species Act (ESA) of 1973, as amended, including the fines and penalties associated with violations of the ESA for which the contractor could be responsible;
  - o a description of the eastern indigo snake and its habits including reproducible photographs and/or posters;
  - o a direction that if an eastern indigo snake enters or is found within the project construction area, all construction activities shall cease and the snake shall be allowed to move away on its own before construction activities may resume;
  - o instruction not to injure, harm, harass, or kill any eastern indigo snake during construction activities;
  - o contact information of all pertinent agencies who shall be immediately notified if a dead eastern indigo snake is encountered, and direction to soak the specimen in water, freeze it, and provide it to the FWS contact person;
  - o instruction that no construction personnel may come in contact with a live eastern indigo snake, unless that individual possesses a FWS section 10(a)(1)(A) permit or is authorized for such activities by the State of Florida through the Florida Fish and Wildlife Conservation Commission (FWC).

REVISIONS				LOCHNER 2140 EAST PARK AVENUE, SUITE 200 TALLAHASSEE, FLORIDA 32301 FWR CERTIFICATE OF AUTH # 014 MICHAEL J. WOODARD, P.E. # 4736	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			GENERAL NOTES	SHEET NO.  12
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 2192	LEON	413491-1-52-01		

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- \* Provide the contractor with an example of a sign providing the above information that shall be posted within the construction area.
- \* Provide the contractor with a template to use to prepare an eastern indigo snake monitoring report.
- \* Transmit the eastern indigo snake monitoring report prepared by the contractor or CEI consultant, to the FWS field office in Panama City, Florida within 60 days of conclusion of construction.

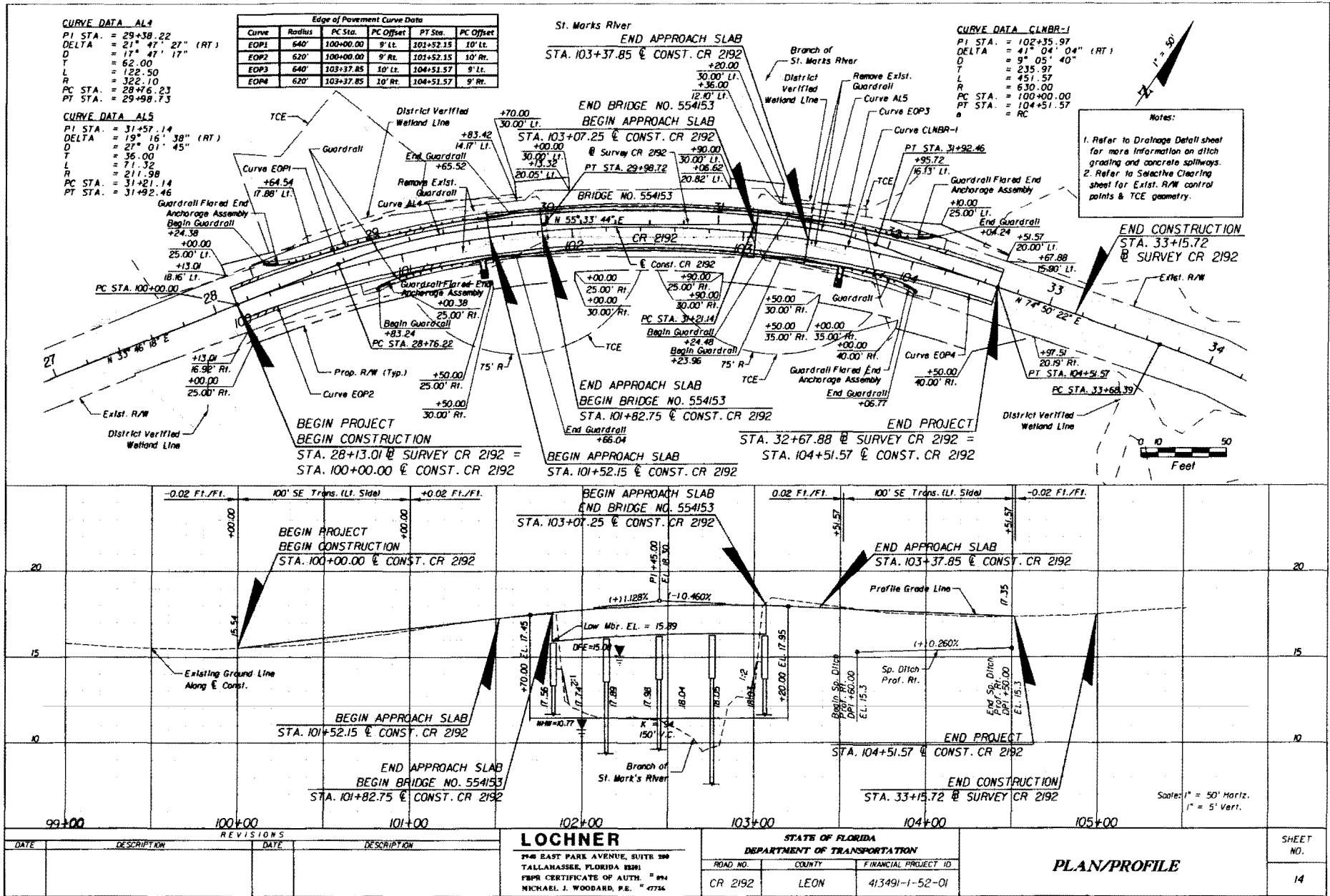
The Contractor and/or Construction Engineering Inspection consultant shall:

- \* Utilize the eastern indigo snake educational packet and information received from the Department or its designee at the Pre-construction conference to educate ALL construction and CEI personnel regarding the eastern indigo snake's protected status and the protection measures that must be implemented during construction, including:
  - o an explanation of the protections afforded the eastern indigo snake under the Endangered Species Act (ESA) of 1973, as amended, including the fines and penalties associated with violations of the ESA for which the contractor could be responsible;
  - o a description of the eastern indigo snake and its habits using reproducible photographs and/or posters;
  - o a direction that if an eastern indigo snake enters or is found within the project construction area, all construction activities shall cease and the snake shall be allowed to move away on its own before construction activities may resume.
  - o instruction not to injure, harm, harass, or kill any eastern indigo snake during construction activities.
  - o contact information of all pertinent agencies who shall be immediately notified if a dead eastern indigo snake is encountered, and direction to soak the specimen in water, freeze it, and provide it to the FWS contact person.
  - o instruction that no construction personnel may come in contact with a live eastern indigo snake, unless that individual possesses a FWS section 10(a)(1)(A) permit or is authorized for such activities by the State of Florida through the Florida Fish and Wildlife Conservation Commission (FWC).
- \* Post signs within the construction area containing the information provided above.
- \* Prepare an eastern indigo snake monitoring report using the template provided by the Department and addressing all items listed in the template report. The monitoring report shall be submitted to the Department's District 3 Environmental Management Office within 45 days of the conclusion of construction activities. The report shall be submitted to the Department whether or not eastern indigo snakes are observed.

15. During the construction re-evaluation, DEMO will perform a pre-construction survey for eagles.
16. During the construction re-evaluation, DEMO will schedule a pre-construction survey for gopher tortoises. In accordance with FWC regulations, tortoises will be relocated prior to construction or if avoidance is possible, appropriate notes and guidance to the contractor will be included in the project design plans. DEMO will coordinate with the Florida Fish and Wildlife Conservation Commission as appropriate.
17. Per FDOT Specification 8-6.4, Suspension of Contractor's Operations Holidays and Special Events. Special Event days for this project include: Battle of Natural Bridge Re-enactment in March.
18. Pre-construction conference is required with the County Environmental Inspector prior to the initiation of construction activities.
19. Leon County will be the maintaining agency. Therefore, a final inspection by the maintaining agency's representative will be required prior to final acceptance of the contract by the Department.
20. The stormwater management control officer will be determined during the pre-construction meeting.

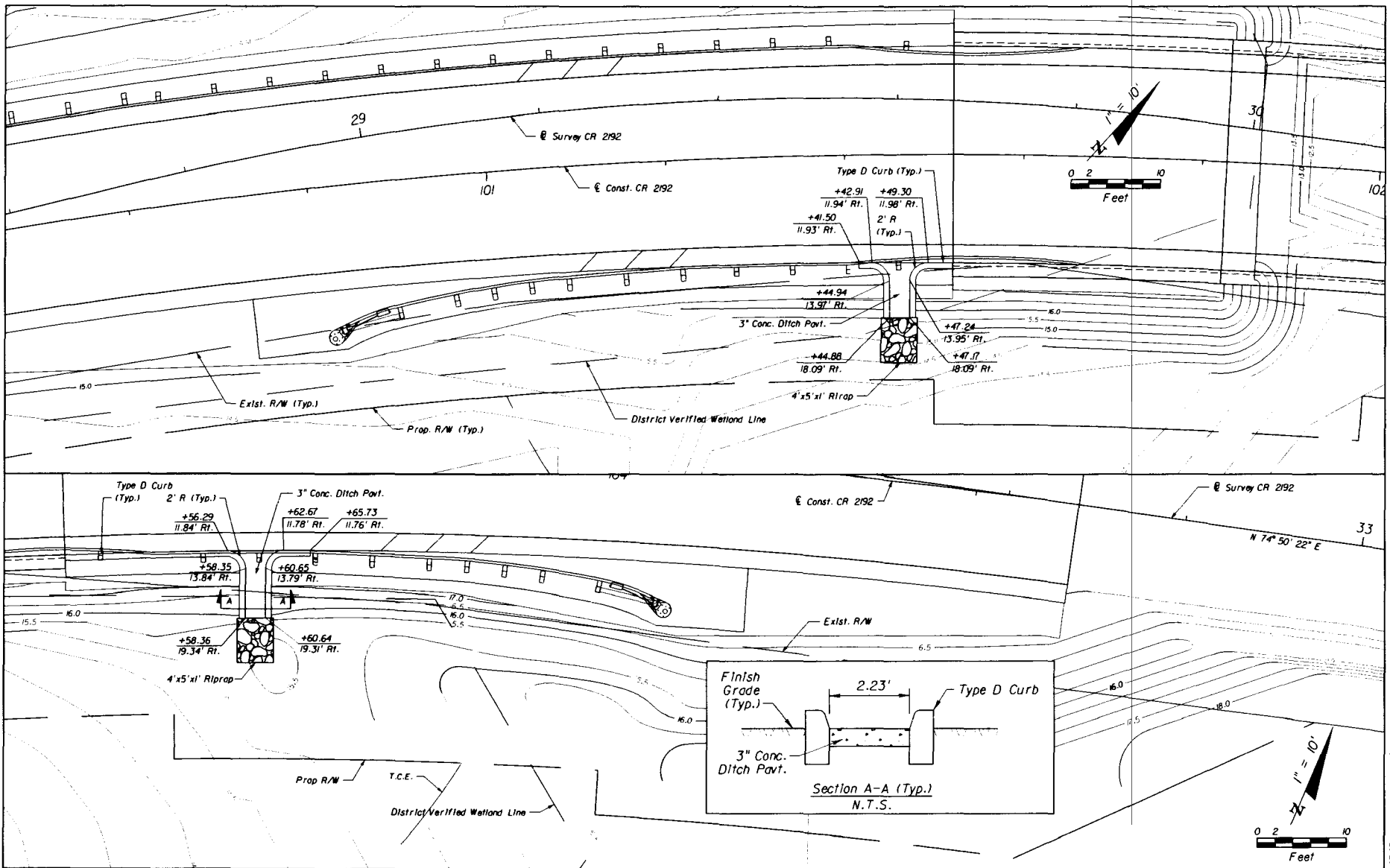
REVISIONS				<b>LOCHNER</b> 2940 EAST PARK AVENUE, SUITE 200 TALLAHASSEE, FLORIDA 32301 FWRP CERTIFICATE OF AUTH. # 094 MICHAEL J. WOODARD, P.E. # 47736	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			<b>GENERAL NOTES</b>	SHEET NO. 13
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				CR 2192	LEON	413491-1-52-01			

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REVISIONS		REVISIONS		<b>LOCHNER</b> 2944 EAST PARK AVENUE, SUITE 200 TALLAHASSEE, FLORIDA 32301 FPR CERTIFICATE OF AUTH. # 094 NATALIE BETZ ZIERDEN, P.E. # 44073	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			<b>DRAINAGE DETAIL</b>	SHEET NO.  15
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 2192	LEON	413491-1-52-01		

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
MATERIALS AND RESEARCH

DATE OF SURVEY: DECEMBER 2011  
SURVEY MADE BY: ENVIRONMENTAL AND GEOTECHNICAL  
SPECIALIST, INC.  
SUBMITTED BY: THOMAS H. HAYDEN, P.E.

BRIDGE REPLACEMENT - NATURAL BRIDGE OVER ST. MARKS BRANCH  
FINANCIAL PROJECT ID : 413491-1-52-01

DISTRICT: 3  
ROAD NO.: NATURAL BRIDGE  
COUNTY: LEON

CROSS SECTION SOIL SURVEY FOR THE DESIGN OF ROADS

SURVEY BEGINS STA.: 100+00.00 SURVEY ENDS STA.: 104+51.57  
REFERENCE: CONSTRUCTION @ SURVEY

STRATUM NO.	ORGANIC CONTENT			LBR VALUE		SIEVE ANALYSIS RESULTS PERCENT PASS					ATTERBERG LIMITS (%)				COLOR	DESCRIPTION	CORROSION TEST RESULTS					
	NO. OF TESTS	MOISTURE CONTENT	% ORGANIC	NO. OF TESTS	MAX LBR	NO. OF TESTS	10 MESH	60 MESH	100 MESH	200 MESH	NO. OF TESTS	LIQUID LIMIT	PLASTIC INDEX	AASHTO GROUP			NO. OF TESTS	RESISTIVITY (ohm-cm)	CHLORIDE (ppm)	SULFATES (ppm)	pH	
1	--	--	--	2	48-60	5	100	74-98	48-95	31-87	6-9	-	-	-	A-3	GRAY	FINE SAND	2	34,000-57,000	25-27	1-6	5.2-5.5
2	--	--	--	2	56-64	2	100	88-97	66-92	42-83	13-16	-	-	-	A-2-4	BROWN AND GRAY	SILTY FINE SAND	2	32,000-36,000	25-30	4	5.9-7.1
3	2	35-72	2.5-4.8	--	--	1	100	97	94	81	9	-	-	-	A-3	DARK GRAY	FINE SAND WITH ORGANICS	1	34,000	25	4	7.0
4	--	--	--	--	--	4	100	90-100	78-98	48-96	25-35	4	21-35	11	A-2-6	GRAY	CLAYEY FINE SAND	2	4,200-4,300	26	14-24	5.3-6.8
5	--	--	--	--	--	1	100	94	92	89	52	1	44	15	A-7-6	GRAY	SANDY CLAY	1	4,000	26	44	6.6
6	3	34-176	10.1-32.9	--	--	1	100	99	97	93	20	-	-	-	A-8	BLACK	ORGANIC SILT	1	5,800	25	18	5.6
7	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	GRAY	WEATHERED LIMESTONE	-	-	-	-	-

STRATUM NOTES

- STRATA 1 AND 2 ARE "SELECT" SOILS.
- STRATUM 3 IS A "SELECT" SOIL; HOWEVER, THE ORGANIC CONTENT IS BETWEEN 2.5 AND 5.0 PERCENT.
- STRATA 4 AND 5 ARE "PLASTIC" SOILS.
- STRATUM 6 IS A "HIGHLY ORGANIC" SOIL AS DEFINED BY THE FDOT STANDARD DESIGN INDEX 505.
- REUSE OF THESE STRATA SHALL BE IN ACCORDANCE WITH DESIGN STANDARD INDEX 505, UNLESS OTHERWISE NOTED IN THE PLANS.
- REMOVAL OF THESE STRATA SHALL BE PERFORMED IN ACCORDANCE WITH DESIGN STANDARD INDEX 500, UNLESS OTHERWISE NOTED IN THE PLANS.

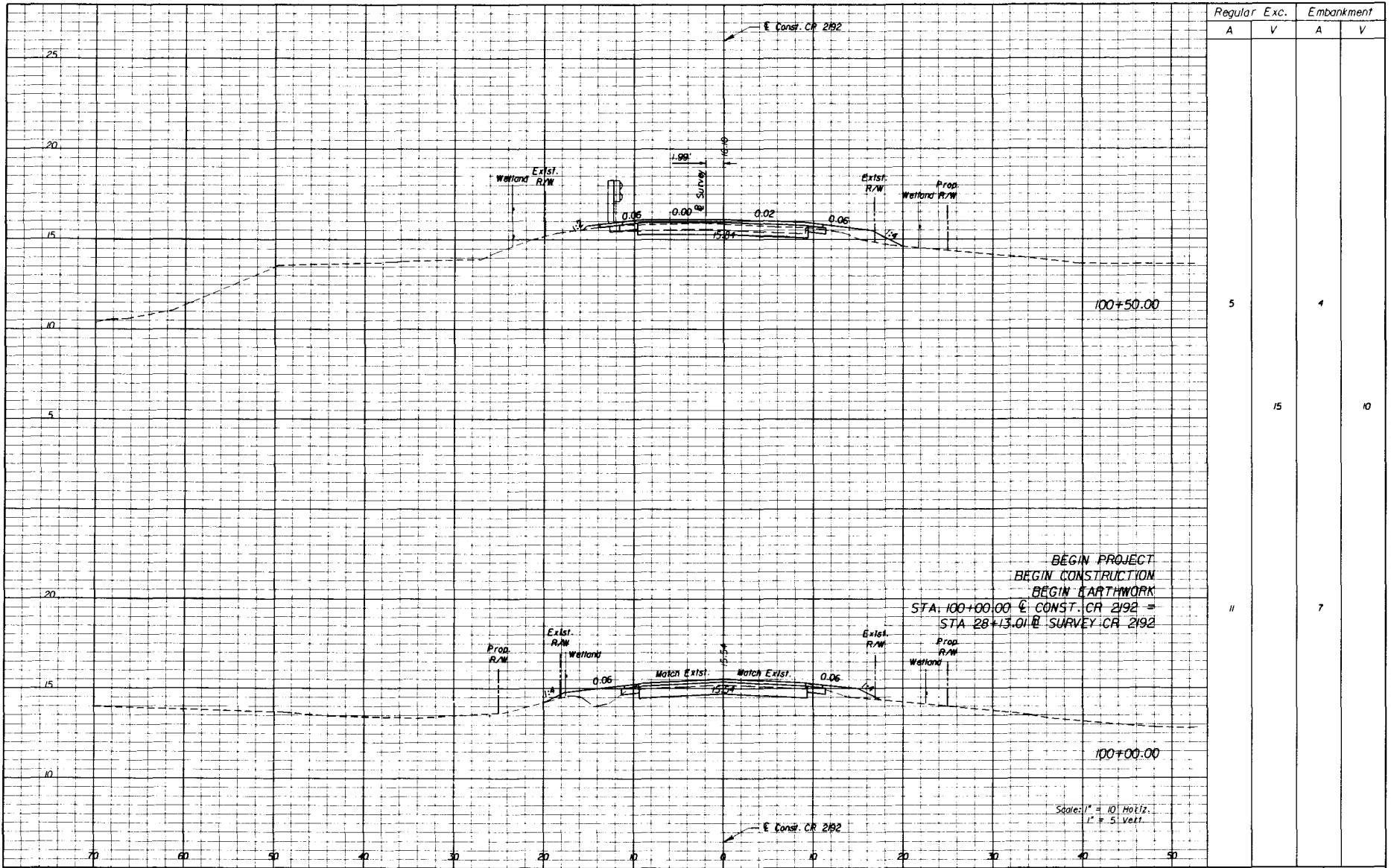
EMBANKMENT AND SUBGRADE MATERIAL  
STRATA BOUNDARIES ARE APPROXIMATE  
∇ - WATER TABLE ENCOUNTERED  
GNE - GROUNDWATER NOT ENCOUNTERED

ADDITIONAL NOTES

- SOIL DESCRIPTIONS AND TEST DATA SHOWN ARE FOR THE SOIL BORING ONLY AND MAY NOT APPLY TO ANY OTHER LOCATION. EXTRAPOLATION IS THE RESPONSIBILITY OF THE PERSON PERFORMING THE EXTRAPOLATION.
- WATER LEVELS SHOWN REPRESENT THE WATER ENCOUNTERED AT THE TIME THE SOIL BORING WAS INSTALLED. FLUCTUATIONS IN THE WATER LEVELS SHOULD BE EXPECTED.

REVISIONS				THOMAS H. HAYDEN, P.E. P.E. NO.: 67492 Environmental & Geotechnical Specialists, Inc. <b>EGS</b> 3154 Eliza Road Tallahassee, Florida 32308 Office: (850) 385-1253 Fax: (850) 385-8050 Certificate of Authorization: 6222	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY SOIL SURVEY	SHEET NO. 16
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				CR 2192	LEON	413491-1-52-01			

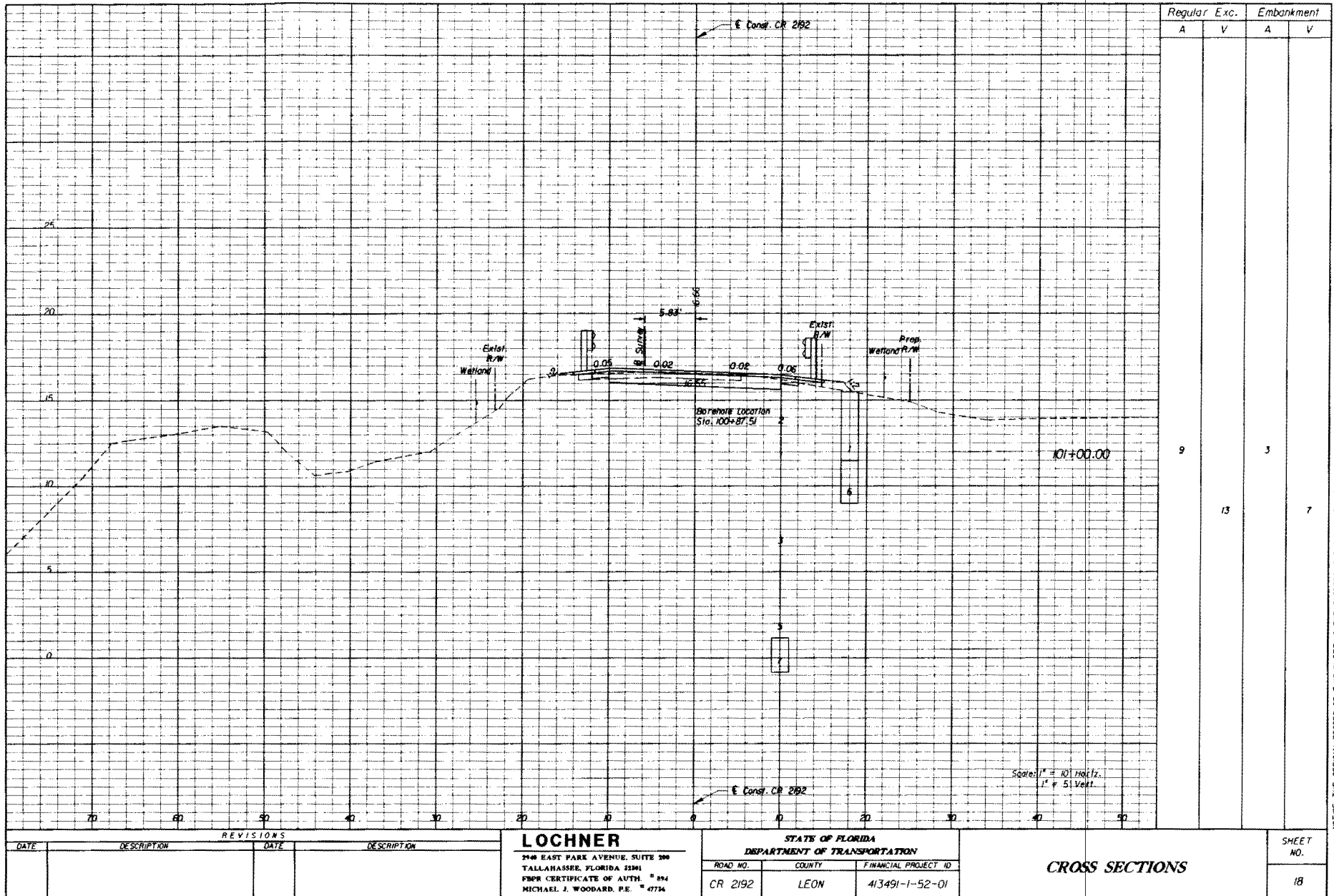
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Regular	Exc.	Embankment	
		A	V
5		4	
	15		8
11		7	

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DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION																				
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CR 2192	LEON	413491-1-52-01																						

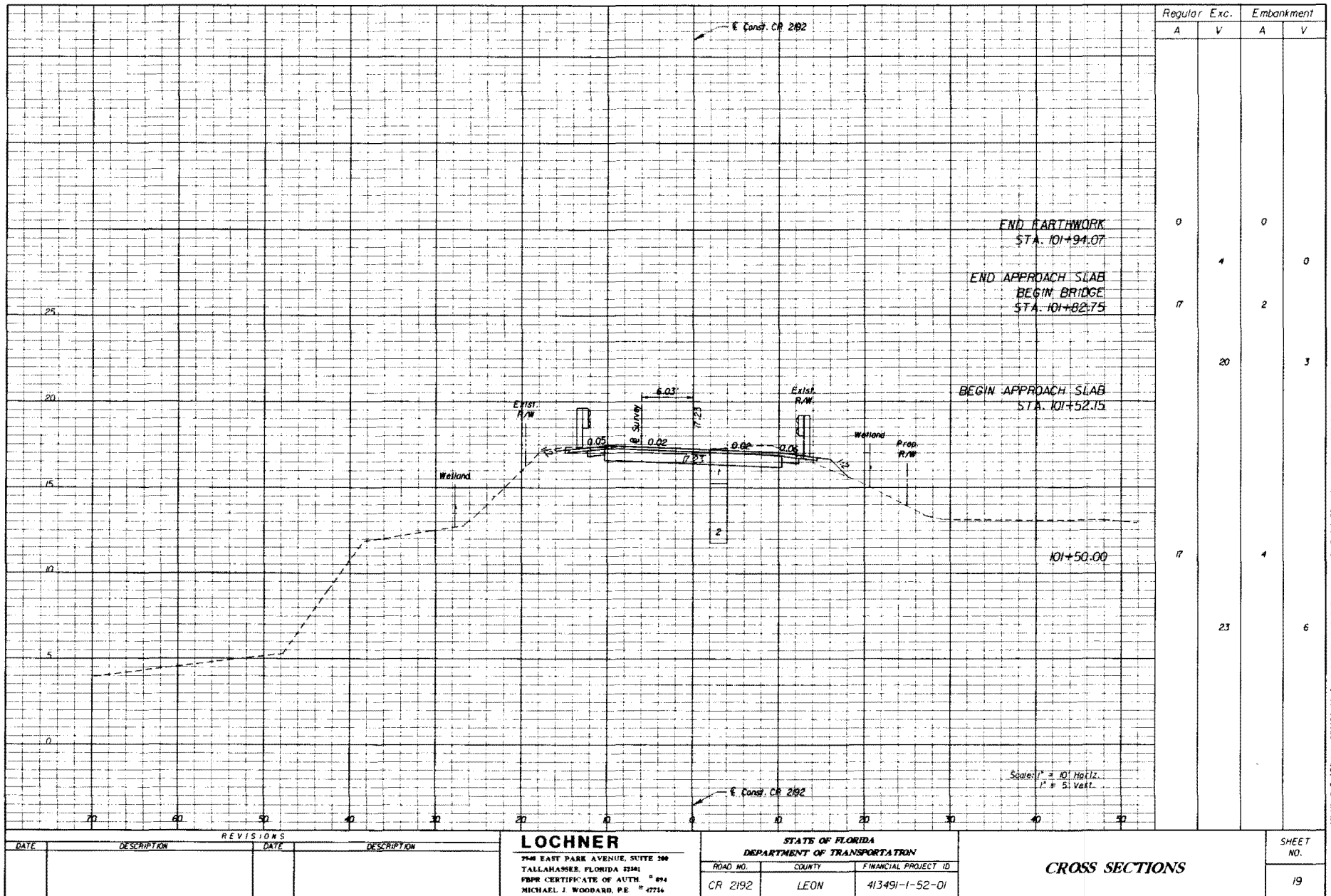
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<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DATE</th> <th>DESCRIPTION</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		DATE	DESCRIPTION	DATE	DESCRIPTION					<p><b>LOCHNER</b> 2540 EAST PARK AVENUE, SUITE 200 TALLAHASSEE, FLORIDA 32301 PBR CERTIFICATE OF AUTH. # 894 MICHAEL J. WOODARD, P.E. # 47734</p>	<p>STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>ROAD NO.</th> <th>COUNTY</th> <th>FINANCIAL PROJECT ID</th> </tr> <tr> <td>CR 2192</td> <td>LEON</td> <td>413491-1-52-01</td> </tr> </table>	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	CR 2192	LEON	413491-1-52-01	<p><b>CROSS SECTIONS</b></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>SHEET NO.</th> </tr> <tr> <td>18</td> </tr> </table>	SHEET NO.	18
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SHEET NO.																					
18																					

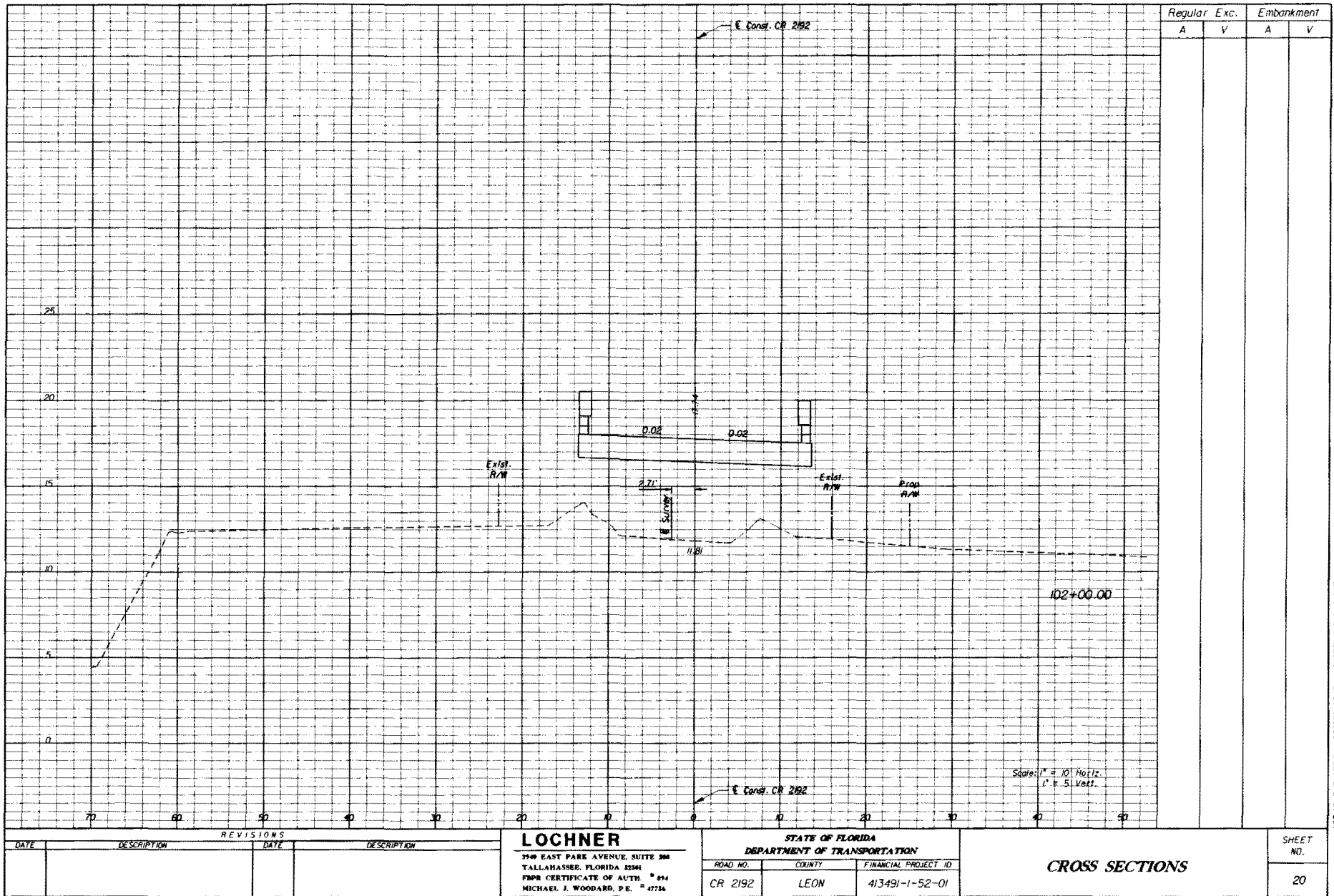


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DATE	DESCRIPTION	REVISIONS	DATE
DATE	DESCRIPTION	DATE	DESCRIPTION
<p><b>LOCHNER</b></p> <p>7540 EAST PARK AVENUE, SUITE 200 TALLAHASSEE, FLORIDA 32301 FPR CERTIFICATE OF AUTH. # 894 MICHAEL J. WOODARD, P.E. # 47716</p>			
<p>STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION</p>			
ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
CR 2192	LEON	413491-1-52-01	
CROSS SECTIONS			SHEET NO.
			19

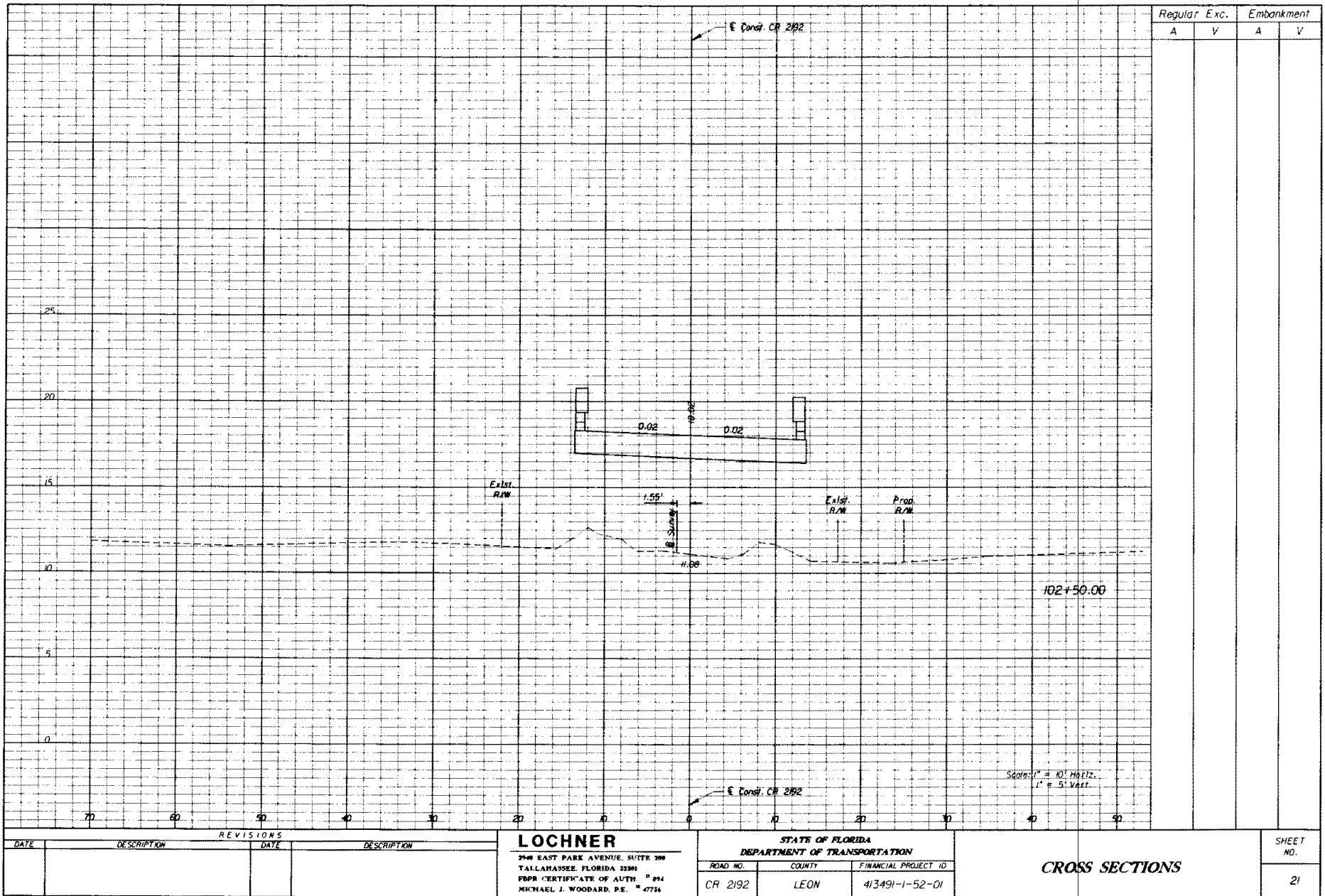




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<b>LOCHNER</b> 7540 EAST PARK AVENUE, SUITE 200 TALLAHASSEE, FLORIDA 32304 FPR CERTIFICATE OF AUTH. # 094 MICHAEL J. WOODARD, P.E. # 47734		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		<b>CROSS SECTIONS</b>	SHEET NO. 20	
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO. CR 2192	COUNTY LEON

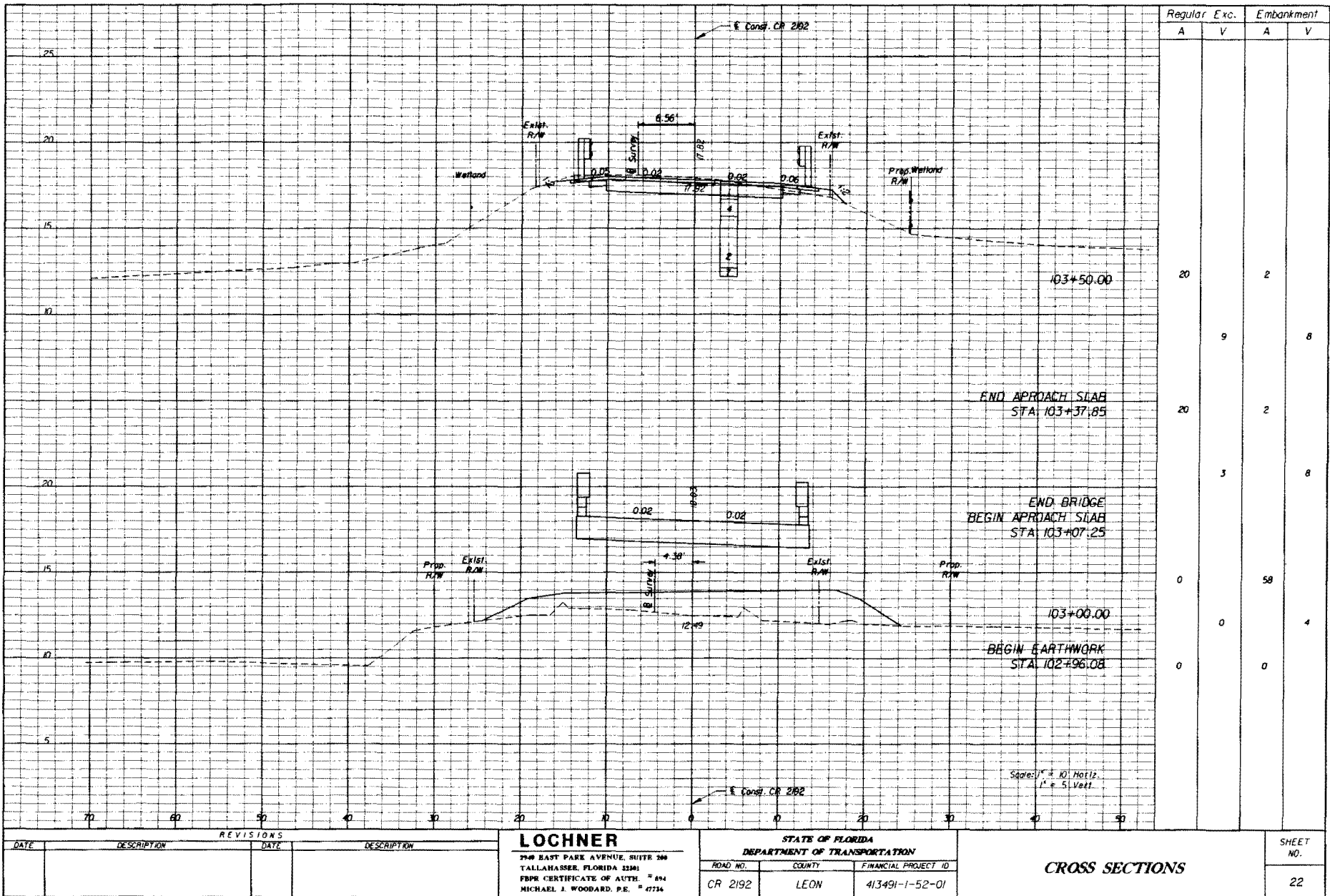


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DATE		DESCRIPTION		REVISIONS		DATE		DESCRIPTION	

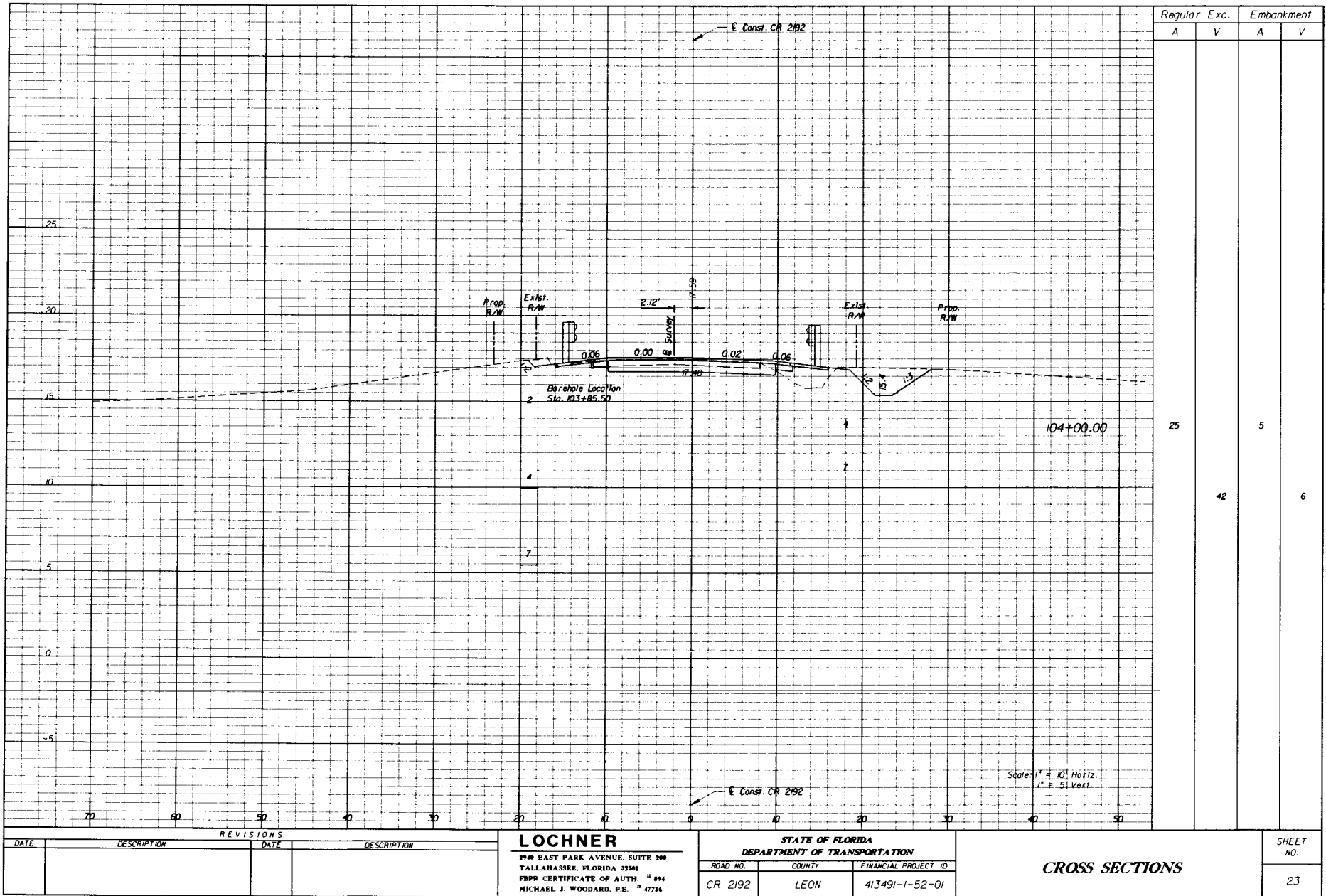
<b>LOCHNER</b>				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION				<b>CROSS SECTIONS</b>		SHEET NO.
2940 EAST PARK AVENUE, SUITE 200 TALLAHASSEE, FLORIDA 32301 PBPR CERTIFICATE OF AUTH. # 094 MICHAEL J. WOODARD, P.E. # 47734				ROAD NO.	COUNTY	FINANCIAL PROJECT ID		CR 2192      LEON      413491-1-52-01		21
				CR 2192	LEON	413491-1-52-01				



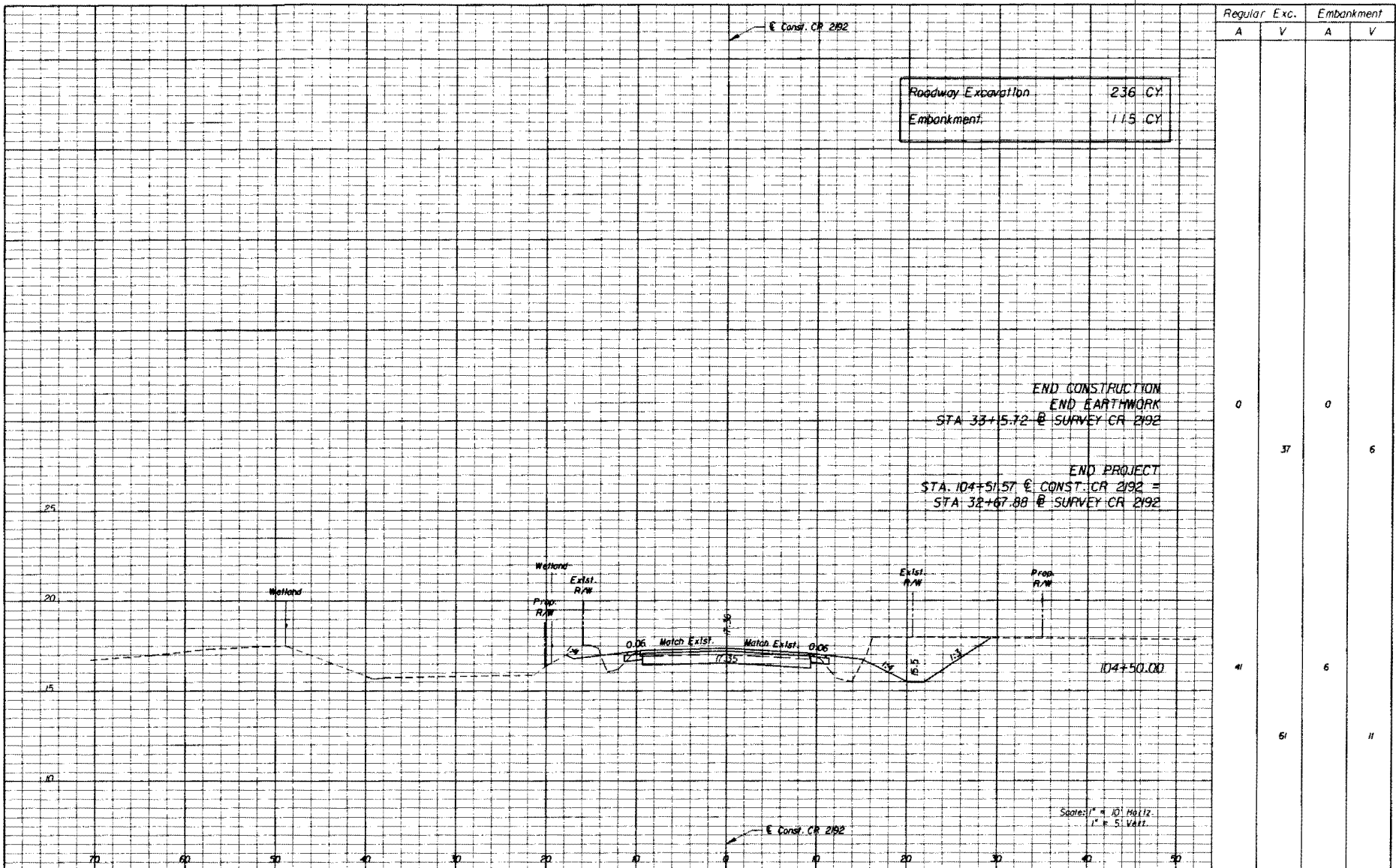
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REVISIONS		DATE		DESCRIPTION	
DATE	DESCRIPTION	DATE	DESCRIPTION		
				<b>LOCHNER</b> 2540 EAST PARK AVENUE, SUITE 200 TALLAHASSEE, FLORIDA 32301 FBPR CERTIFICATE OF AUTH. # 494 MICHAEL J. WOODARD, P.E. # 47236	
STATES OF FLORIDA DEPARTMENT OF TRANSPORTATION		ROAD NO. COUNTY FINANCIAL PROJECT ID		<b>CROSS SECTIONS</b>	
CR 2192		LEON		413491-1-52-01	
				SHEET NO. 22	



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DATE		REVISIONS		<b>LOCHNER</b> 2540 EAST PARK AVENUE, SUITE 200 TALLAHASSEE, FLORIDA 32301 FBPR CERTIFICATE OF AUTH. # 894 MICHAEL J. WOODARD, P.E. # 47736	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			<b>CROSS SECTIONS</b>	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		24
					CR 2192	LEON	413491-1-52-01		

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**1. SITE DESCRIPTION**

**A. CONSTRUCTION ACTIVITY:**

THE PROJECT CONSISTS OF REPLACING THE BRIDGE ON NATURAL BRIDGE ROAD OVER A BRANCH OF ST. MARKS RIVER. THE PROJECT WILL BEGIN APPROXIMATELY 200 FT WEST OF THE EXISTING BRIDGE AND END APPROXIMATELY 200 FT EAST OF THE BRIDGE.

**B. MAJOR SOIL DISTURBING ACTIVITIES:**

CLEARING AND GRUBBING  
REMOVAL OF EXISTING BRIDGE  
CONSTRUCTION OF NEW BRIDGE

**C. AREA ESTIMATES:**

TOTAL PROJECT AREA: 0.76 ACRES  
TOTAL AREA TO BE DISTURBED: 0.76 ACRES

**D. RUNOFF DATA:**

RUNOFF COEFFICIENT (BEFORE CONSTRUCTION): 0.64  
RUNOFF COEFFICIENT (DURING CONSTRUCTION): 0.67  
RUNOFF COEFFICIENT (AFTER CONSTRUCTION): 0.67

OUTFALL LOCATIONS:  
1) LATITUDE 30°17'8" N, LONGITUDE 84°8'56" W

**2. CONTROLS**

SEQUENCE OF SOIL DISTURBING ACTIVITIES AND IMPLEMENTATION OF CONTROLS:

CONTROLS TO BE IMPLEMENTED THROUGHOUT THE DURATION OF THE PROJECT

**A. EROSION AND SEDIMENT CONTROLS**

(1) STABILIZATION PRACTICES:

- TEMPORARY SOODING
- TEMPORARY GRASSING
- PERMANENT SOODING OR SEEDING
- TEMPORARY MULCHING
- ARTIFICIAL COVERING
- PRESERVATION OF NATURAL AREAS

(2) STRUCTURAL PRACTICES BASED ON ESTIMATES BULLETIN 09-02 DATED JULY 9, 2009:

- SEDIMENT BARRIER
- INLET PROTECTION SYSTEM
- BERMS
- DIVERSION, INTERCEPTOR OR PERIMETER DITCHES
- PIPE SLOPE DRAINS
- FLUMES
- ROCK BEDDING AT CONSTRUCTION EXIT
- TIMBER BEDDING AT CONSTRUCTION EXIT
- DITCH LINER
- SEDIMENT TRAPS/BASINS
- STORM INLET SEDIMENT TRAP
- CURBS AND GUTTERS
- STORM SEWERS
- TURBIDITY BARRIER
- RIP RAP

PROTECT EXISTING WETLANDS WITH SEDIMENT BARRIER AND PLACE SEDIMENT BARRIER AT ALL LOCATIONS WHERE RUNOFF CAN LEAVE THE PROJECT SITE.

**B. STORMWATER MANAGEMENT**

STORMWATER TREATMENT WILL NOT BE PROVIDED.  
ATTENUATION IS NOT REQUIRED.

**C. OTHER CONTROLS**

(1) WASTE DISPOSAL:

THE CONTRACTOR IS RESPONSIBLE FOR DOCUMENTING THIS PORTION OF THE SWPPP PER SECTION 104 OF THE FDOT STANDARD SPECIFICATIONS.

(2) OFFSITE VEHICLE TRACKING AND GENERATION OF DUST:

- HAUL ROADS DAMPENED FOR DUST CONTROL
- LOADED HAUL TRUCKS TO BE COVERED WITH TARP
- EXCESS DIRT ON ROADWAY REMOVED DAILY
- STABILIZED CONSTRUCTION ENTRANCE

(3) SANITARY OR SEPTIC WASTE:

ALL SANITARY WASTE WILL BE COLLECTED AS NECESSARY OR AS REQUIRED BY LOCAL REGULATION BY A LICENSED SANITARY WASTE MANAGEMENT CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR DOCUMENTING THIS PORTION OF THE SWPPP PER SECTION 104 OF THE FDOT STANDARD SPECIFICATIONS.

(4) FERTILIZER:

FERTILIZER SHALL BE APPLIED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS BY A LICENSED OR CERTIFIED APPLICATOR AS DIRECTED BY THE PROJECT ENGINEER.

(5) PESTICIDES:

THE CONTRACTOR IS RESPONSIBLE FOR DOCUMENTING THIS PORTION OF THE SWPPP PER SECTION 104 OF THE FDOT STANDARD SPECIFICATIONS.

(6) NON-STORM WATER DISCHARGE INCLUDING SPILL REPORTING:

NO NON-STORM WATER DISCHARGES ARE ANTICIPATED.

(7) IF CONTAMINATED SOIL OR GROUNDWATER IS ENCOUNTERED, THE DISTRICT HAZARDOUS MATERIALS COORDINATOR SHALL BE CONTACTED.

**3. PERMITS**

NWFWD ENVIRONMENTAL RESOURCE PERMIT  
LEON COUNTY ENVIRONMENTAL MANAGEMENT PERMIT  
ACOE DREDGE & FILL PERMIT  
FDEP NPDES

**4. MAINTENANCE**

DISCHARGES INTO OFFSITE OUTFALLS SHALL BE INSPECTED DAILY FOR POSSIBLE SEDIMENT BUILDUP OR TRANSPORT. ALL EROSION AND SEDIMENT CONTROLS SHALL BE INSPECTED FOLLOWING EACH RAINFALL EVENT. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY. SEDIMENT DEPOSITS AT THE CONTROLS SHOULD BE REMOVED AFTER EACH STORM EVENT.

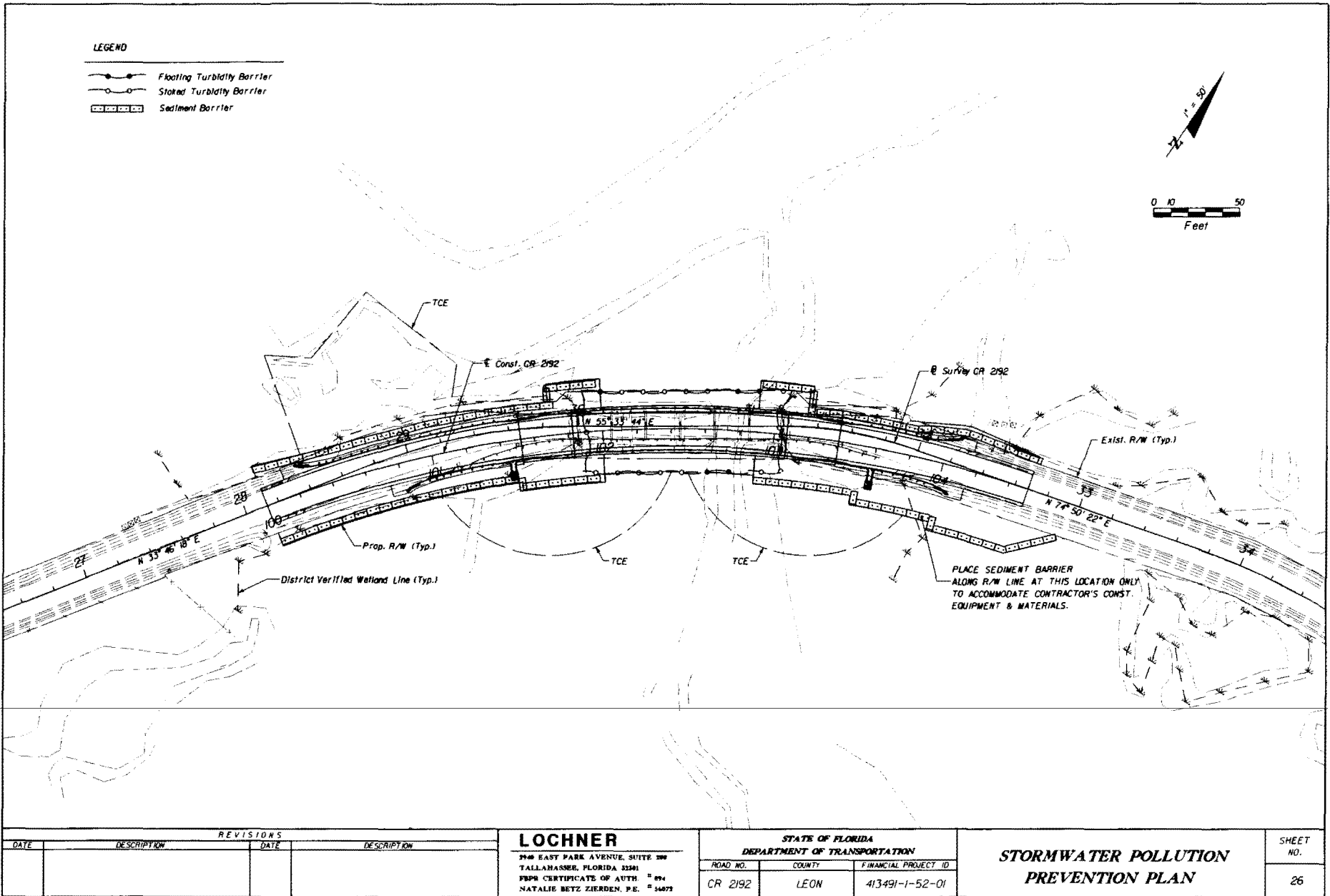
THE CONTRACTOR IS RESPONSIBLE FOR DOCUMENTING THIS PORTION OF THE SWPPP PER SECTION 104 OF THE FDOT STANDARD SPECIFICATIONS.

**5. INSPECTION**

ALL CONTROLS SHALL BE INSPECTED WEEKLY BY THE CONTRACTOR AS WELL AS AFTER A STORM EVENT WITH 0.50" OR MORE OF RAIN. AN INSPECTION AND MAINTENANCE REPORT WILL BE MADE PER EACH INSPECTION BASED UPON INSPECTION RESULTS. THE CONTROLS SHALL BE REVISED PER THE INSPECTION RESULTS.

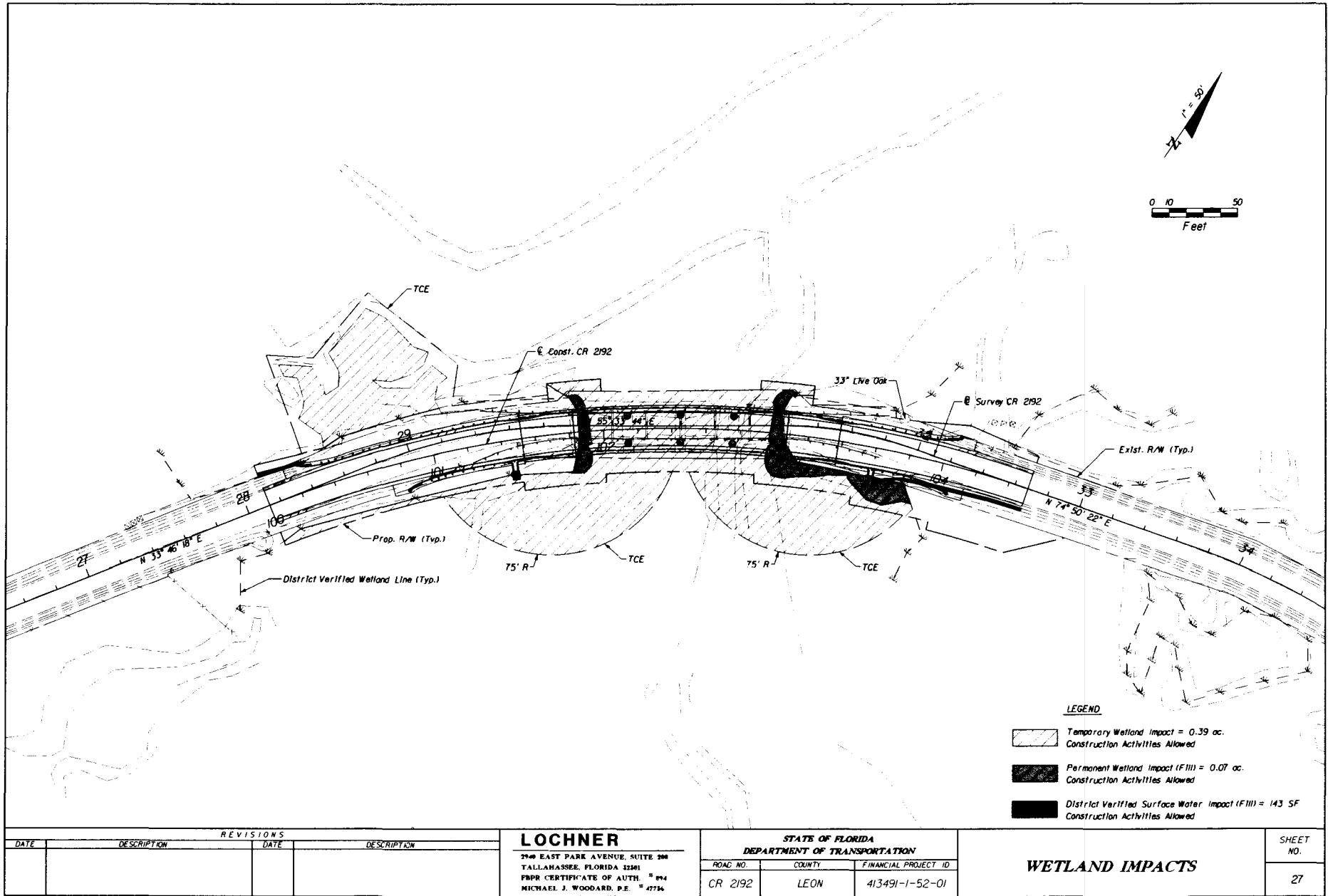
REVISIONS		LOCHNER	STATE OF FLORIDA		STORMWATER POLLUTION PREVENTION PLAN	SHEET NO.
DATE	DESCRIPTION		DEPARTMENT OF TRANSPORTATION	FINANCIAL PROJECT ID		
		2500 EAST PARK AVENUE, SUITE 200 TALLAHASSEE, FLORIDA 32301 FBPR CERTIFICATE OF AUTH. # 814 NATALIE BETZ ZIERDEN, P.E. # 66872	ROAD NO. CR 2192	COUNTY LEON	413491-1-52-01	25

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**GENERAL NOTES**

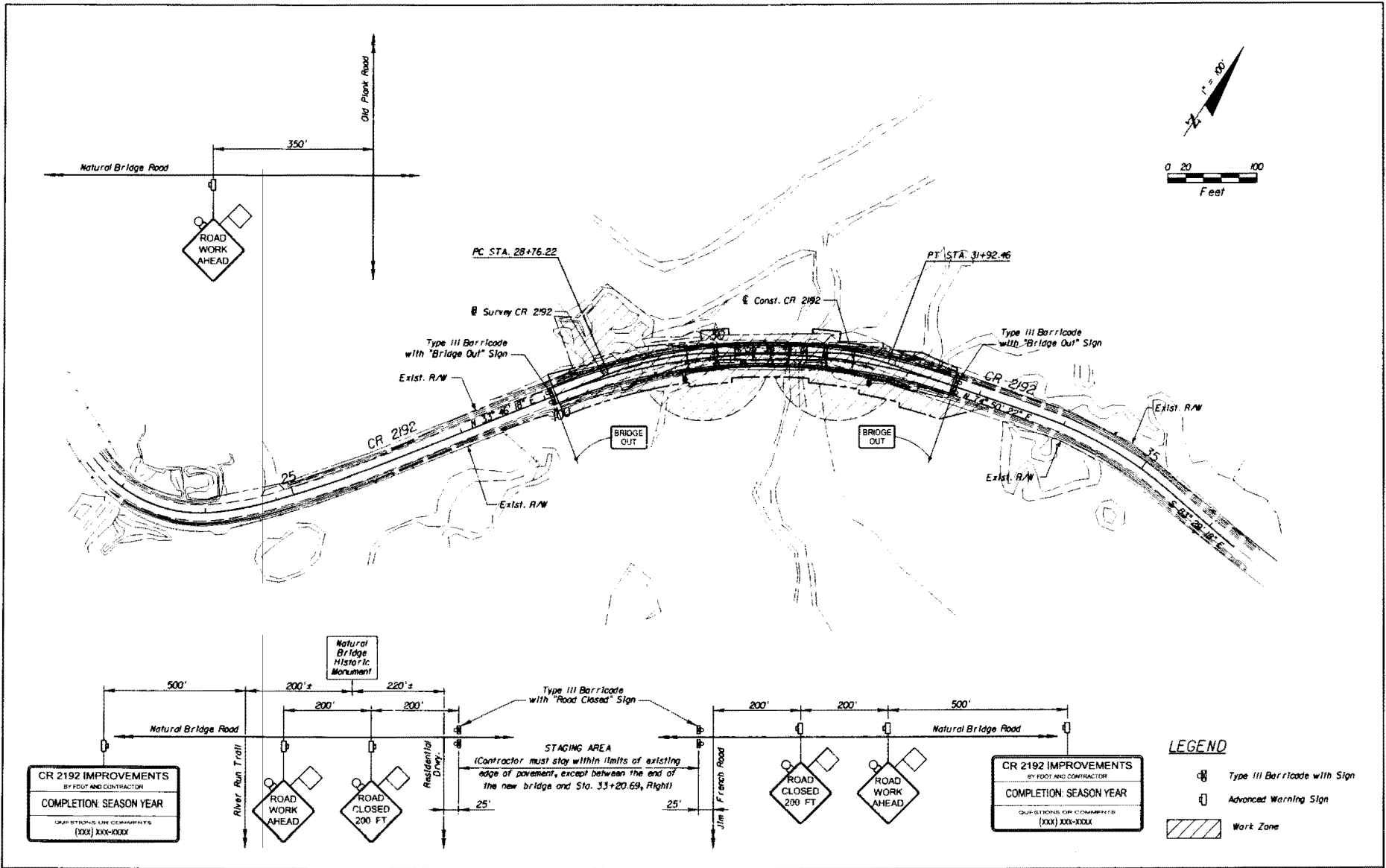
1. The contractor shall adhere to the requirements set forth in the current edition of "The Manual on Uniform Traffic Control Devices (MUTCD)" and applicable "Design Standards".
2. All traffic control devices required during construction shall be installed and approved by the Engineer prior to commencement of work and shall be maintained in accordance with Index No. 600.
3. All existing signs that conflict with the traffic control plan shall be covered or removed as necessary prior to commencement of construction. All existing signs that are removed because of construction shall be replaced upon completion of the project. All costs are to be included under Pay Item No. 102-1.
4. Contractor shall provide access to and from side streets/ driveways during construction unless otherwise noted.
5. Existing Road and Street name signs on the project area, if needed, to be temporarily relocated during construction and kept visible at all times for the facilitation of emergency vehicle traffic.
6. Any roadway, & drainage structures within the project limits, damaged by the contractor's operations shall be restored in kind. All disturbed areas within the limits of construction that are not paved or landscaped shall be restored and sodded to a condition equal to or superior to that existing prior to commencement of work. All costs shall be included in Pay Item No. 102-1.
7. Contractor shall formally request a road closure from Leon County. The request should include certified maintenance of traffic (MOT/Detour) plan and a cover letter which includes (1) purpose of road closure, (2) a brief scope of work, (3) road closure begin date & time, and (4) road closure end date & time. Contractor shall submit MOT plan to Leon County 14 days prior to road closure.
8. Contractor shall report a road closure at least 14 days in advance. The list of organizations to be notified shall include, but is not limited to: local emergency agencies, the media, Leon County, Jefferson County, Wakulla County, Wakulla Correctional Facility, and Natural Bridge State Park. Local residents shall also be notified.
9. The advanced notification PCMS shall be installed and agencies and citizens notified on a Friday, and the road can be closed fourteen days later to complete the proposed work.
10. This project is located in an environmentally-sensitive area. The Contractor shall use only the existing paved road within the limits shown in this TCP as the staging area for his vehicles, equipment and materials. Stockpiling vehicles, equipment and materials may require the Contractor to obtain a permit from Leon County. The only exception to this is between the end of the new bridge and Sta. 33+20.69 Right of Way shown on the Selective Clearing sheet. At this location the Contractor may construct a temporary work pad for material storage and vehicle & equipment access. Refer to Tree Survey sheets at the end of this plan set for information about specific trees which will need to be trimmed before commencing crane operations.
11. The Contractor shall inspect the condition of all unpaved roadway sections of the detour on a weekly basis, and re-grade any sections as directed by the Engineer. See pay item note 110-1 for method of payment.
12. Contractor shall place Barricade Types 1, 11, D1, or VP & DRUM around four corners of PCMS at two locations, on the east and west ends of the project.

**PHASE NOTES**

1. Install advance warning signs and detour signs as per TCP plans.
2. Close Natural Bridge Road between residential driveway located approximately 220' east of historic battle monument and Jim French Road. Detour the traffic along Fanlew Road, SR 59, Tram Road and Old Plank Road.
3. Open Natural Bridge Road to traffic as soon as construction is complete.

REVISIONS				<b>LOCHNER</b> 1110 EAST PARK AVENUE, SUITE 100 TALLAHASSEE, FLORIDA 32301 PMP CERTIFICATE OF AUTH. # 004 MICHAEL J. WOODARD, P.E. # 47714	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			<b>TRAFFIC CONTROL PLAN</b>	SHEET NO.  28
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 2192	LEON	413491-1-52-01		

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REVISIONS		LOCHNER	STATE OF FLORIDA		SHEET NO.
DATE	DESCRIPTION		DEPARTMENT OF TRANSPORTATION	FINANCIAL PROJECT ID	
		2940 EAST PARK AVENUE, SUITE 200 TALLAHASSEE, FLORIDA 32310 FMPR CERTIFICATE OF AUTH. # 894 MICHAEL J. WOODARD, PE # 47316	ROAD NO. CR 2192	COUNTY LEON	
			413491-1-52-01		29

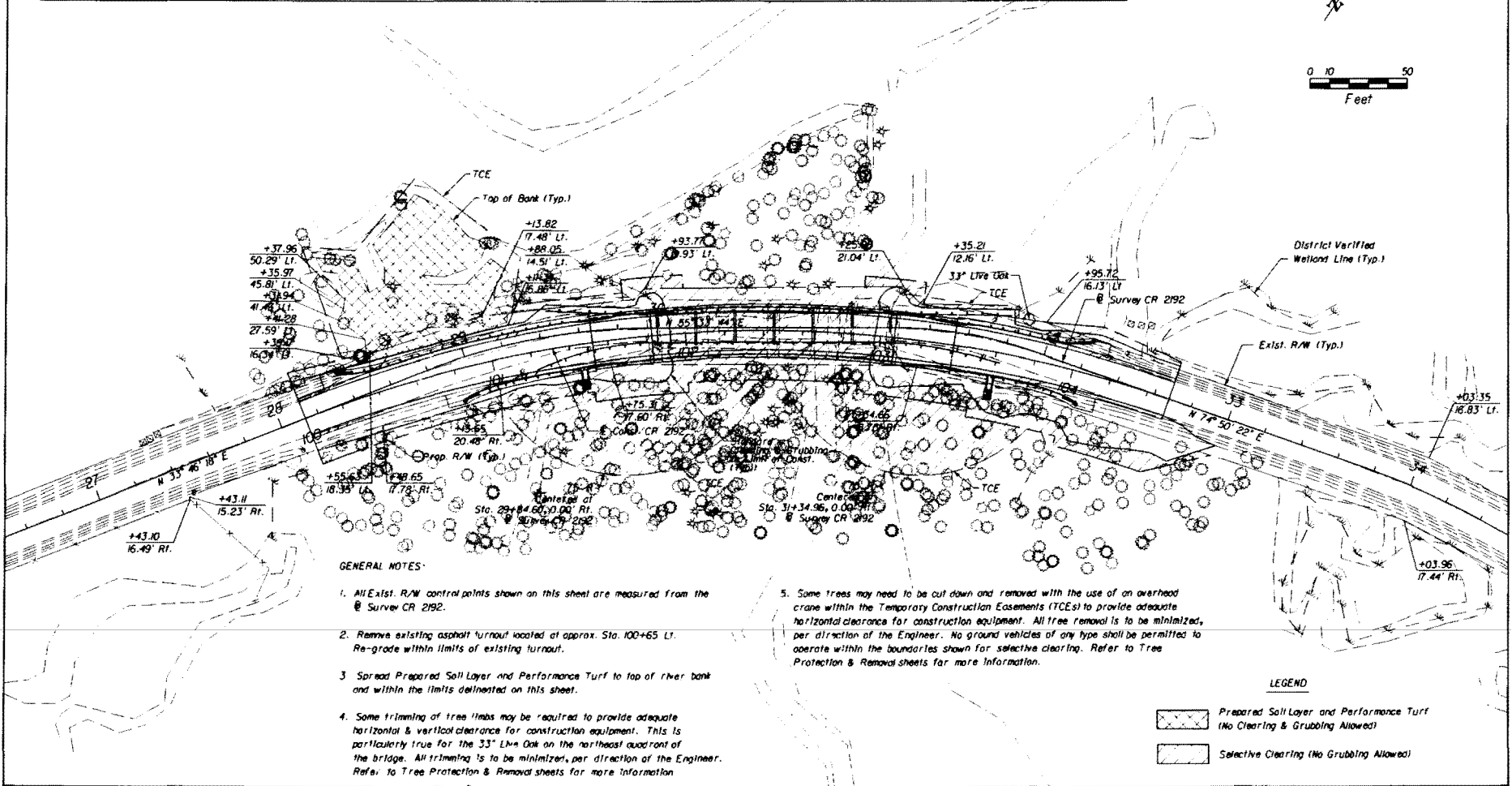
**TRAFFIC CONTROL PLAN**



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Temporary Construction Easement Control Points*																				
Point	Sta.	Offset	Side	Point	Sta.	Offset	Side	Point	Sta.	Offset	Side	Point	Sta.	Offset	Side					
TCE01	100+27.44	21.08	Lt.	TCE04	100+85.37	100.73	Lt.	TCE07	101+00.38	25.00	Rt.	TCE10	103+83.91	35.00	Rt.	TCE13	103+66.70	25.47	Lt.	
TCE02	100+26.87	82.83	Lt.	TCE05	101+23.58	48.94	Lt.	TCE08	102+40.19	25.00	Rt.	TCE11	101+79.00	23.71	Lt.	TCE14	31+82.42	13.71	Lt.	
TCE03	100+48.39	72.57	Lt.	TCE06	101+15.95	25.62	Lt.	TCE09	102+50.34	25.00	Rt.	TCE12	103+20.00	18.83	Lt.					

\* All TCE control points are measured from the Centerline of Const. CR 2192, except where the TCEs intersect the existing maintained R/W. These points of intersection are measured from the Baseline of Survey CR 2192.



**GENERAL NOTES:**

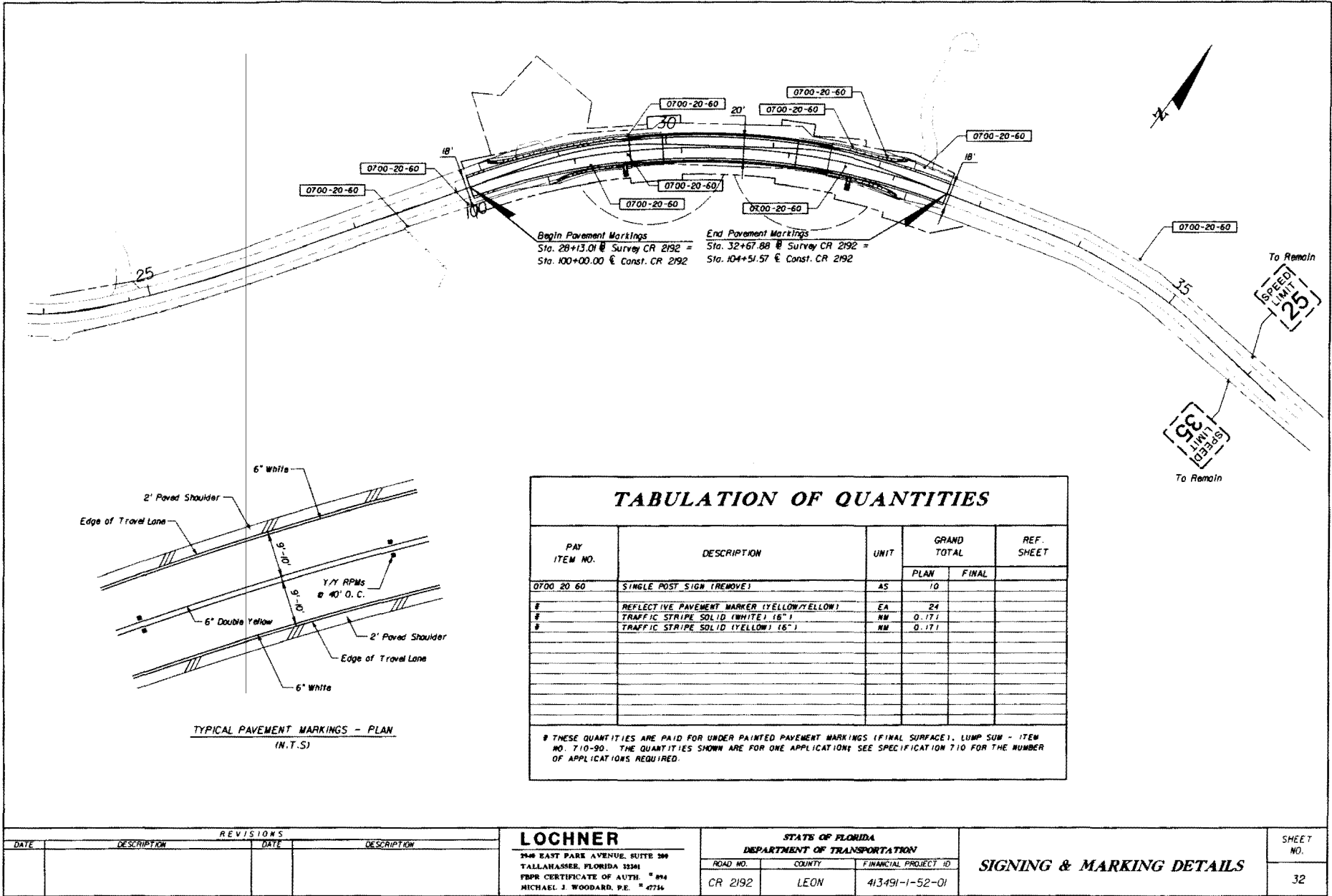
- All Exist. R/W control points shown on this sheet are measured from the Survey CR 2192.
- Remove existing asphalt turnout located at approx. Sta. 100+65 Lt. Re-grade within limits of existing turnout.
- Spread Prepared Soil Layer and Performance Turf to top of river bank and within the limits delineated on this sheet.
- Some trimming of tree limbs may be required to provide adequate horizontal & vertical clearance for construction equipment. This is particularly true for the 33" Live Oak on the northeast quadrant of the bridge. All trimming is to be minimized, per direction of the Engineer. Refer to Tree Protection & Removal sheets for more information.
- Some trees may need to be cut down and removed with the use of an overhead crane within the Temporary Construction Easements (TCEs) to provide adequate horizontal clearance for construction equipment. All tree removal is to be minimized, per direction of the Engineer. No ground vehicles of any type shall be permitted to operate within the boundaries shown for selective clearing. Refer to Tree Protection & Removal sheets for more information.

**LEGEND**

- Prepared Soil Layer and Performance Turf (No Clearing & Grubbing Allowed)
- Selective Clearing (No Grubbing Allowed)

<table border="1"> <thead> <tr> <th colspan="2">REVISIONS</th> </tr> <tr> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>		REVISIONS		DATE	DESCRIPTION			<p><b>LOCHNER</b></p> <p>7140 EAST PARK AVENUE, SUITE 200 TALLAHASSEE, FLORIDA 32301 FBPR CERTIFICATE OF AUTH. # 894 MICHAEL J. WOODARD, P.E. # 47734</p>	<p>STATE OF FLORIDA <b>DEPARTMENT OF TRANSPORTATION</b></p> <table border="1"> <tr> <th>ROAD NO.</th> <th>COUNTY</th> <th>FINANCIAL PROJECT ID</th> </tr> <tr> <td>CR 2192</td> <td>LEON</td> <td>413491-1-52-01</td> </tr> </table>	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	CR 2192	LEON	413491-1-52-01	<p>SHEET NO. 31</p>
REVISIONS																
DATE	DESCRIPTION															
ROAD NO.	COUNTY	FINANCIAL PROJECT ID														
CR 2192	LEON	413491-1-52-01														

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TREE PROTECTION GENERAL NOTES

IT IS IMPORTANT FOR THE EQUIPMENT OPERATORS, CONTRACTOR'S PERSONNEL, AND SUBCONTRACTORS TO UNDERSTAND THAT DAMAGE TO TREES WILL NOT BE TOLERATED. EXTREME CARE MUST BE TAKEN TO PROTECT THE EXPOSED ROOT COLLARS FROM VEHICULAR DAMAGE AND FALLING DEBRIS. CONTRACTOR SHALL CONTACT LEON COUNTY ENVIRONMENTAL DEPARTMENT PRIOR TO THE START OF CONSTRUCTION.

TREES LOCATED WITHIN SWING OF CRANE WITHIN TEMPORARY CONSTRUCTION EASEMENT TO BE CUT OFF A MINIMUM OF TWO FEET ABOVE MUDLINE, LEAVING ROOT SYSTEM INTACT. SOME TREES MAY NEED TO BE CUT DOWN AND REMOVED WITH THE USE OF AN OVERHEAD CRANE WITHIN THE TEMPORARY CONSTRUCTION EASEMENTS (TCEs) TO PROVIDE ADEQUATE HORIZONTAL CLEARANCE FOR CONSTRUCTION EQUIPMENT. ALL TREE REMOVAL IS TO BE MINIMIZED, PER DIRECTION OF THE ENGINEER. NO GROUND VEHICLES OF ANY TYPE SHALL BE PERMITTED TO OPERATE WITHIN THE BOUNDARIES SHOWN FOR SELECTIVE CLEARING.

TREE PROTECTION:

ALL TREES NOT INDICATED FOR REMOVAL IN THE PLANS OR AS DIRECTED BY THE ENGINEER SHALL BE PROTECTED BY A TREE PROTECTION BARRICADE, USING HOGWIRE AND ORANGE MESH INSTALLED ALONG LIMITS OF CONSTRUCTION.

THE BARRICADE SHALL BE CONSTRUCTED TO PROTECT "60% OF THE CRITICAL PROTECTION ZONE" TO THE GREATEST EXTENT POSSIBLE (SEE DETAIL). THE BARRICADE SHALL BE CONSTRUCTED TO PREVENT THE ENCRoACHMENT OF EQUIPMENT OR VEHICLES, THE REMOVAL OF EXISTING GROUND COVER, THE DISTURBANCE OR COMPACTION OF SOIL, OR THE SCARRING OF ROOTS WITHIN "60% OF THE CRITICAL PROTECTION ZONE." THERE SHALL BE NO STORAGE OF MATERIALS OR EQUIPMENT OF ANY KIND WITHIN THIS ZONE.

WHERE TREE REMOVAL IS INDICATED BEYOND LIMITS OF CONSTRUCTION, TEMPORARY REMOVAL OF THE BARRICADE AS DIRECTED BY THE ENGINEER SHALL BE CONDUCTED.

CRITICAL PROTECTION ZONE: (CPZ) MEANS THAT AREA SURROUNDING A TREE WITHIN A CIRCLE DESCRIBED BY A RADIUS OF ONE FOOT FOR EACH INCH OF THE TREE'S DIAMETER AT BREAST HEIGHT (DBH).

TRUNK PROTECTION: A CONTINUOUS BAND OF 2" X 4" WOOD BOARDS SHALL BE ATTACHED TO THE TRUNK AS INDICATED IN THE DETAIL TO GUARD AGAINST ACCIDENTAL DAMAGE BY ANY CONSTRUCTION EQUIPMENT FOR TREE TAG No. 690. THE WOODEN BAND SHALL EXTEND FROM GROUND LEVEL TO A HEIGHT OF 4.5'.

ROOT PRUNING:

CONTRACTOR SHALL CONTACT LEON COUNTY ENVIRONMENTAL DEPARTMENT PRIOR TO ANY ROOT PRUNING. ROOT PRUNING SHALL OCCUR PRIOR TO SITE CLEARING OR EXCAVATION IN ALL AREAS WHERE DEMOLITION OR NEW CONSTRUCTION REQUIRES REMOVAL OF EXISTING ROOTS. ALL ROOT REMOVAL SHALL BE LIMITED TO THE EXTENT POSSIBLE AS DIRECTED ON-SITE BY THE LEON COUNTY ENVIRONMENTAL DEPARTMENT. ROOTS SHALL BE CUT CLEANLY WITH A MECHANICAL TRENCHING DEVICE SIMILAR TO A "ROOT SAW" TO A MINIMUM DEPTH OF 24" FOLLOWED IMMEDIATELY BY A CLEAN-CUT HAND PRUNING OF ALL ROOTS GREATER THAN 5" IN DIAMETER. ALL PRUNED/CUT ROOTS SHALL BE TREATED IMMEDIATELY WITH A FULL-SPECTRUM FUNGICIDE BY SPRAY APPLICATION AT THE MANUFACTURER'S RECOMMENDED RATE. ROOT PRUNING SHALL OCCUR AS FAR IN ADVANCE OF EXCAVATION/ CONSTRUCTION AS POSSIBLE. ALL EXPOSED PRUNED/CUT ROOTS SHALL BE COVERED AS SOON AS POSSIBLE WITH TOPSOIL, MULCH OR OTHER ORGANIC MEDIUM. ANY ROOT PRUNED AREAS WHICH CANNOT BE PROTECTED BY IMMEDIATE BACKFILL REPLACEMENT SHALL BE COVERED TO THE EXTENT POSSIBLE WITH 6 MIL PLASTIC TO RETARD SOIL/ROOT DEHYDRATION.

WATERING:

BEGINNING TWO WEEKS PRIOR TO ROOT PRUNING AND THROUGH SUBSTANTIAL COMPLETION OF THE PROJECT, ALL IMPACTED TREES SHALL BE WATERED BY MECHANICAL IRRIGATION OR MANUALLY AT A RATE EQUIVALENT TO 1" OF WATER PER WEEK. WATERING SHALL BE ADJUSTED AS REQUIRED BY LOCAL WEATHER CONDITIONS. PROVIDE APPROVED RAIN GAUGES ON SITE AS REQUIRED FOR VERIFICATION OF APPLICATION RATES.

PRUNING:

PERFORM A CLASS II MEDIUM PRUNING AS DEFINED BY THE NATIONAL ARBORIST ASSOCIATION FOR IMPACTED TREES AS DIRECTED ONSITE BY THE ENGINEER. PRUNING SHALL BE PERFORMED BY A CERTIFIED ARBORIST IN ACCORDANCE WITH THE NATIONAL ARBORIST ASSOCIATION STANDARDS AND AS DIRECTED ON SITE BY THE ENGINEER OR OWNER.

MEDIUM PRUNING SHALL CONSIST OF THE REMOVAL OF DEAD, DYING, DISEASED, INTERFERING, OR OBJECTIONABLE AND WEAK BRANCHES OF THE MAIN TRUNKS, AS WELL AS THOSE WITHIN THE LEAF AREA. REMOVE SPANISH MOSS AND VINES TO THE EXTENT POSSIBLE.

TRENCHING:

TRENCHING SHALL BE PERFORMED IN ORDER TO PROVIDE A CLEAN CUT OF ROOTS FOR THOSE TREES TO BE PRESERVED WHICH WILL BE IMPACTED BY ADJACENT CONSTRUCTION OR THE REMOVAL OF OTHER TREES. TRENCHING SHALL BE DONE ADJACENT TO ALL TREES (TO BE PRESERVED) WHERE THE CONSTRUCTION ACTIVITY OCCURS AT OR WITHIN THE DRIPLINE OF THE TREE. TRENCHES SHALL BE DUG TO A MINIMUM DEPTH OF 13" WITH A MAXIMUM WIDTH OF 18". CUT ROOTS WHICH HAVE A DIAMETER OF 2" OR GREATER SHALL BE PAINTED WITH AN APPROVED TREE PRUNING PAINT. ROOT TREATING AND THE REFILLING OF TRENCHES SHALL BE ACCOMPLISHED WITHIN 24 HOURS AFTER DIGGING OF THE TRENCH. TRENCHES SHALL BE DUG WITHIN 12" OF THE RIGHT OF WAY LIMITS WHERE SHOWN IN PLANS AND/OR AS DIRECTED BY THE ENGINEER.

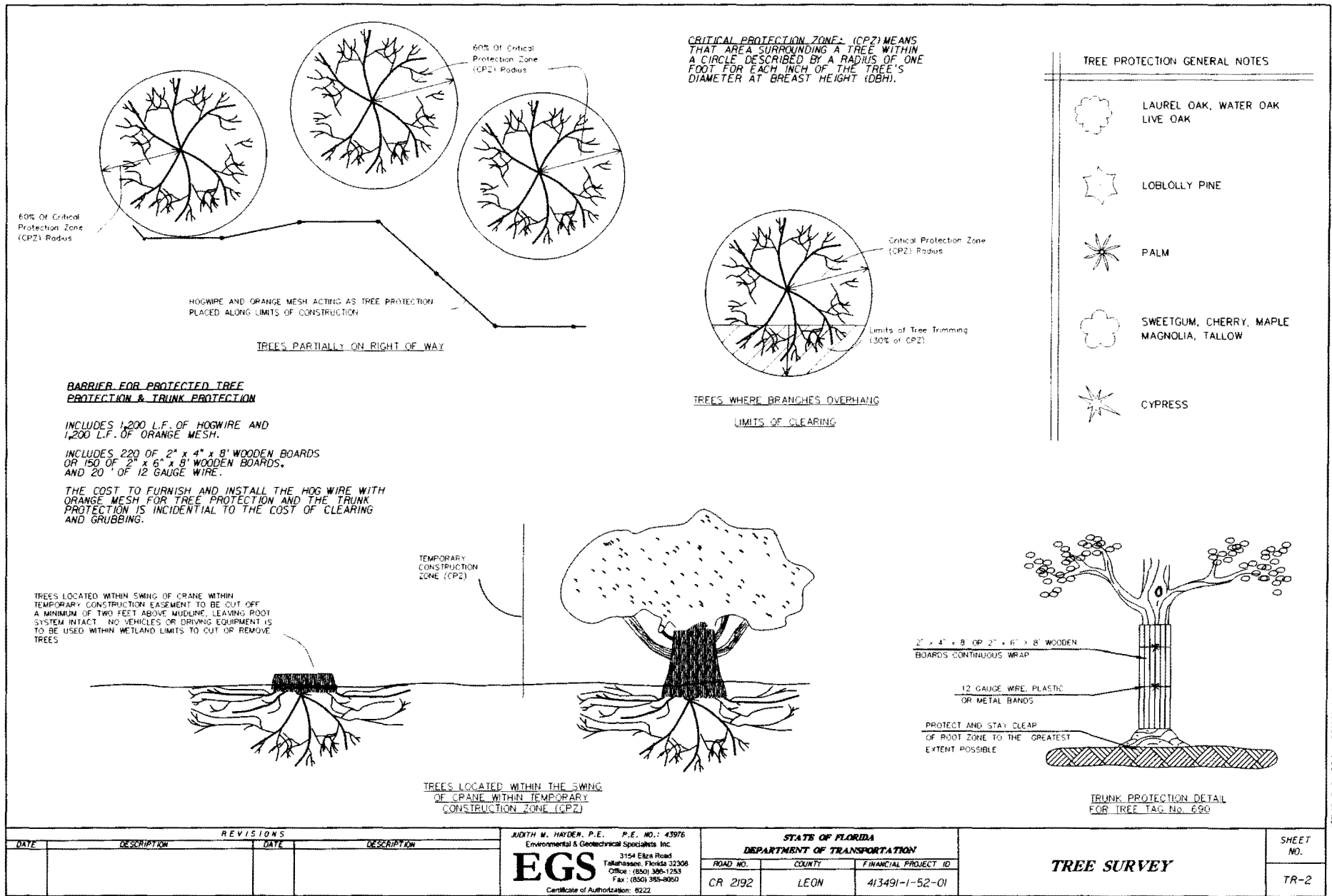
PENALTIES FOR VIOLATION OF REQUIREMENTS:

ALL FINES AND MITIGATION ASSOCIATED WITH ANY VIOLATION NOT ADHERING TO THE TREE PROTECTION AND TREE MITIGATION PLAN AS INDICATED IN THE ENVIRONMENTAL PERMIT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

REVISIONS				JUDITH W. HENDERSON, P.E. P.E. NO.: 43976 Environmental & Geotechnical Specialists, Inc. <b>EGS</b> 3154 Elze Road Tallahassee, Florida 32308 Office: (850) 396-1255 Fax: (850) 396-4050 Certificate of Authorization: 6222	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.  TREE SURVEY  TR-1
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
				CR 2192	LEON	413491-1-52-01		

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**TABLE 1  
TREE INDEX CHART**

TREE TAG NO.	COMMON NAME	BOTANICAL NAME	DBH (INCHES)	CANOPY AREA * (SQ. FT.) (CPZ)	SURVEY BASELINE STATION	OFFSET (FEET)	PROTECTED TREE **	TREE TRIMMING ***	CUT AT BASE	REMOVED	DEBIT	TREES TO BE PROTECTED
1	LAUREL OAK	QUERCUS LAURIFOLIA	3	28	28+00.03	8.8 LT	YES			YES	0	
2	WATER OAK	QUERCUS AGRI	6	20	28+03.98	3.1 LT	YES			YES	4	
3	CHESTNUT OAK	CASTANEA DENTATA	3	28	28+06.4	8.5 LT	YES			YES	0	
4	LAUREL OAK	QUERCUS LAURIFOLIA	8	20	28+00.06	9.0 LT	YES			YES	4	
5	LAUREL OAK	QUERCUS LAURIFOLIA	3	28	28+00.53	8.7 LT	YES			YES	0	
6	WATER OAK	QUERCUS AGRI	5	22	27+08.79	27.7 LT	YES					YES
7	LAUREL OAK	QUERCUS LAURIFOLIA	3	28	27+07.15	30.7 LT	YES					YES
8	HACKBERRY	CELTIS OCCIDENTALIS	2	3	28+05.3	36.9 LT	YES					YES
9	WATER OAK	QUERCUS AGRI	6	3	28+4.24	34.9 LT	YES					YES
0	WATER OAK	QUERCUS AGRI	4	50	28+5.75	36.6 LT	YES					YES
	WATER OAK	QUERCUS AGRI	3	28	28+5.4	38.8 LT	YES					YES
2	HACKBERRY	CELTIS OCCIDENTALIS	3	28	28+3.88	40.7 LT	YES					YES
3	HACKBERRY	CELTIS OCCIDENTALIS	0	3	28+2.59	43.3 LT	YES					YES
4	BLACK GUM	NYSSA SILVATA VAR	5	707	18+00.49	54.1 LT	YES					YES
5	HACKBERRY	CELTIS OCCIDENTALIS	5	79	28+3.04	59.2 LT	YES					YES
6	LAUREL OAK	QUERCUS LAURIFOLIA	7	53	28+4.48	58.1 LT	YES					YES
7	HACKBERRY	CELTIS OCCIDENTALIS	6	3	28+2.49	64.5 LT	YES					YES
8	HACKBERRY	CELTIS OCCIDENTALIS	5	79	28+32.77	59.9 LT	YES					YES
9	HACKBERRY	CELTIS OCCIDENTALIS	5	79	28+44.54	77.8 LT	YES				2	YES
20	LIVE OAK	QUERCUS VIVIPARVA	30	2827	28+45.90	34.2 LT	YES	YES				YES
21	SWEETGUM	LIGUSTRUM SYRIACUM FLUA	0	34	28+45.90	38.2 LT	YES				4	
22	WILLOW	SALIX SPP.	3	28	28+46.4	6.19 LT	YES				0	
23	HACKBERRY	CELTIS OCCIDENTALIS	4	50	28+44.36	7.15 LT	YES			YES	2	
24	WATER OAK	QUERCUS AGRI	2	3	28+57.7	69.9 LT	YES			YES	0	
25	HACKBERRY	CELTIS OCCIDENTALIS	0	3	28+63.76	68.2 LT	YES			YES	0	
26	WATER OAK	QUERCUS AGRI	2	452	28+36.35	4.14 LT	YES					YES
27	WILLOW	SALIX SPP.	4	50	28+36.8	36.3 LT	YES					YES
28	HICKORY	CARYA SPP.	7	50	28+32.45	24.6 LT	YES			YES	2	
29	BLACKGUM	NYSSA SILVATA VAR	5	79	28+5.37	9.6 LT	YES			YES	2	
30	WATER OAK	QUERCUS AGRI	7	54	28+7.35	8.9 LT	YES			YES	4	
31	WATER OAK	QUERCUS AGRI	5	3	28+3.58	25.3 LT	YES			YES	2	
32	LAUREL OAK	QUERCUS LAURIFOLIA	5	79	28+24.88	20.7 LT	YES			YES	2	
33	LAUREL OAK	QUERCUS LAURIFOLIA	8	20	28+34.6	7.7 LT	YES			YES	4	
34	LAUREL OAK	QUERCUS LAURIFOLIA	9	254	28+38.06	7.3 LT	YES			YES	4	
35	CHESTNUT OAK	CASTANEA DENTATA	6	3	28+43.28	26 LT	YES				2	
36	HACKBERRY	CELTIS OCCIDENTALIS	3	28	28+50.56	9.8 LT	YES			YES	0	
37	HACKBERRY	CELTIS OCCIDENTALIS	2	3	28+50.94	9.8 LT	YES			YES	0	
38	HACKBERRY	CELTIS OCCIDENTALIS	4	59	28+5.03	8.9 LT	YES			YES	2	
39	CHERRY	PRUNUS ARGENTANA	9	254	28+5.80	8.6 LT	YES			YES	4	
40	SWEETGUM	LIGUSTRUM SYRIACUM FLUA	7	903	28+65.44	20.4 LT	YES			YES	6	
41	HACKBERRY	CELTIS OCCIDENTALIS	7	54	28+49.3	37.3 LT	YES			YES	4	
42	WATER OAK	QUERCUS AGRI	8	34	28+70.4	38.8 LT	YES			YES	8	
43	CYPRESS	TAXODIUM SPP.	27	2290	28+78.47	16.4 LT	YES			YES	0	
44	HACKBERRY	CELTIS OCCIDENTALIS	9	20	28+94.7	84.7 LT	YES			YES	4	
45	MAPLE	ACER SPP.	36.7	36.7	28+95.6	87.7 LT	YES			YES	4	
46	MAPLE	ACER SPP.	3	28	28+94.96	88.6 LT	YES			YES	0	
47	SWEETGUM	LIGUSTRUM SYRIACUM FLUA	5	785	28+23.74	53.6 LT	YES			YES	8	
48	HACKBERRY	CELTIS OCCIDENTALIS	8	20	28+92.78	53.4 LT	YES			YES	4	
49	HACKBERRY	CELTIS OCCIDENTALIS	6	3	28+26.8	52.3 LT	YES			YES	2	
50	SWEETGUM	LIGUSTRUM SYRIACUM FLUA	5	707	28+90.49	24.0 LT	YES			YES	6	

NOTES:  
 \* 1 INCH OF TREE DIAMETER AT 5 FEET ABOVE GROUND (DBH) IS EQUAL TO 1 FOOT OF CANOPY RADIUS FOR THE CALCULATION OF CANOPY AREA (PI \* RADIUS SQUARED). THIS NUMBER IS NOT PHYSICALLY MEASURED.  
 \*\* PROTECTED TREES INCLUDE ALL TREES WITHIN A WETLAND AND ALL TREES WITH A DBH OF 18 INCHES OR GREATER.  
 \*\*\* TREES WHERE BRANCHES OVERHANG LIMITS OF CLEARING.

NOTE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6005-23.003, F.A.C.

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DATE		DESCRIPTION		REVISIONS		DESCRIPTION		JUDITH N. HARDEH, P.E. P.E. NO.: 43976 Environmental & Geotechnical Specialists, Inc. <b>EGS</b> 3154 Flize Road Tallahassee, Florida 32308 Office: (904) 368-1253 Fax: (904) 368-9050 Certificate of Authorization: 6222		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. COUNTY FINANCIAL PROJECT ID CP 2192 LEON 413491-1-52-01			SHEET NO. TR-3	
								<b>TREE SURVEY</b>						



**TABLE 1  
TREE INDEX CHART**

TREE TAG NO.	COMMON NAME	BOTANICAL NAME	DBH (INCHES)	CANOPY AREA * (SQ. FT.) (CPZ)	SURVEY BASELINE STATION	OFFSET (FEET)	PROTECTED TREE **	TREE TRIMMING ***	CUT AT BASE	REMOVED	DEBIT	TREES TO BE PROTECTED
5	BLACKGUM	NYSSA SYLVATA CA VARI	8	0.8	28+99.42	20.6 LT	YES			YES	6	
52	SWEETGUM (DEAD)	L QU DAMBAR STYRAC FLUA	7	908	29+01.9	24.0 LT	DEAD				DEAD	DEAD
53	WATER OAK (DEAD)	QUERCUS N GRA	20	257	29+1.76	6.9 LT	DEAD				DEAD	DEAD
54	HACKBERRY	CELT S OCC DENAL S	2	3	29+29.35	2.8 LT	YES	YES			0	
55	WATER OAK	QUERCUS N GRA	5	254	29+32.82	23.5 LT	YES	YES			4	
56	H CORY	CAMP A SPP.	5	707	29+29.07	29.5 LT	YES	YES			6	
57	SHORT LEAF PINE	P MUS SPP.	22	52	29+34.8	30.0 LT	YES	YES			8	
58	LAUREL OAK	QUERCUS LAUR FOL A	0	3.4	29+36.64	27.6 LT	YES	YES			4	
59	WATER OAK	QUERCUS N GRA	4	50	29+36.62	22.2 LT	YES	YES			2	
60	WATER OAK	QUERCUS N GRA	6	3	29+36.02	20.8 LT	YES	YES			2	
61	PERSEMON	D OSPYROS VIRGINIANA		380	29+46.64	32.0 LT	YES					YES
62	BLACKGUM	NYSSA SYLVATA CA VARI	9	34	29+46.	3.0 LT	YES					YES
63	HACKBERRY	CELT S OCC DENAL S	6	3	29+49.58	27.0 LT	YES					YES
64	WATER OAK	QUERCUS N GRA	2	3	29+5.08	26.4 LT	YES					YES
65	SWEETGUM	L QU DAMBAR STYRAC FLUA	5	707	29+60.58	9.7 LT	YES	YES			6	
66	LAUREL OAK	QUERCUS LAUR FOL A	8	20	29+52.64	3.2 LT	YES					YES
67	CYPRESS	TAXODUM SPP.	2	452	29+66.22	33.8 LT	YES					YES
68	CYPRESS	TAXODUM SPP.	6	3	29+72.59	25.5 LT	YES			YES	2	
69	LAUREL OAK	QUERCUS LAUR FOL A	22	52	29+76.52	24.8 LT	YES			YES	8	
70	LAUREL OAK	QUERCUS LAUR FOL A	2	385	29+80.32	25. LT	YES			YES	8	
71	PARSLEY HAWTHORNE	CRATAEGUS MARS-ALL	2	3	29+78.97	4.2 LT	YES					YES
72	PARSLEY HAWTHORNE	CRATAEGUS MARS-ALL	3	28	29+92.99	39.7 LT	YES					YES
73	CYPRESS	TAXODUM SPP.	20	257	29+90.54	42.0 LT	YES					YES
74	CYPRESS	TAXODUM SPP.	7	54	29+98.00	44.3 LT	YES					YES
75	HACKBERRY	CELT S OCC DENAL S	6	3	29+90.72	49.7 LT	YES					YES
76	LAUREL OAK	QUERCUS LAUR FOL A	29	2642	30+05.57	37.8 LT	YES	YES				YES
77	HACKBERRY	CELT S OCC DENAL S	6	3	30+07.46	38.6 LT	YES					YES
78	HACKBERRY	CELT S OCC DENAL S	5	79	30+07.7	36. LT	YES					YES
79	SPRUCE PINE	P MUS GLABRA	0	3.4	30+05.34	27. LT	YES			YES	4	
80	SWEETGUM	L QU DAMBAR STYRAC FLUA	8	0.8	30+24.80	27.2 LT	YES	YES				YES
81	HACKBERRY	CELT S OCC DENAL S	2	3	30+26.8	36. LT	YES					YES
82	HACKBERRY	CELT S OCC DENAL S	6	3	30+3.77	27.2 LT	YES					YES
83	SWEETGUM	L QU DAMBAR STYRAC FLUA	6	3	30+29.49	25.2 LT	YES					YES
84	HACKBERRY	CELT S OCC DENAL S	5	79	30+37.64	25.4 LT	YES			YES	2	
85	SWEETGUM	L QU DAMBAR STYRAC FLUA	9	254	30+43.44	9.9 LT	YES			YES	4	
86	HACKBERRY	CELT S OCC DENAL S	6	3	30+45.28	23.3 LT	YES			YES	2	
87	SWEETGUM	L QU DAMBAR STYRAC FLUA	5	79	30+45.92	23.9 LT	YES			YES	2	
88	SWEETGUM	L QU DAMBAR STYRAC FLUA	7	54	30+58.0	24.2 LT	YES			YES	4	
89	CYPRESS	TAXODUM SPP.	3	30.9	30+54.72	37.6 LT	YES	YES		YES	6	
90	HACKBERRY	CELT S OCC DENAL S	6	3	30+60.32	34.8 LT	YES					YES
91	CYPRESS	TAXODUM SPP.	0	3.4	30+6.9	45.3 LT	YES					YES
92	CYPRESS	TAXODUM SPP.	7	54	30+69.0	22.0 LT	YES			YES	4	
93	SWEETGUM	L QU DAMBAR STYRAC FLUA	2	452	30+80.9	20.0 LT	YES			YES	4	
94	CYPRESS	TAXODUM SPP.	0	3.4	30+87.65	22.6 LT	YES			YES	4	
95	BLACKGUM	NYSSA SYLVATA CA VARI	2	452	30+75.96	3.3 LT	YES					YES
96	SWEETGUM	L QU DAMBAR STYRAC FLUA	3	53	30+76.45	32.7 LT	YES					YES
97	HACKBERRY	CELT S OCC DENAL S	0	3.4	30+78.30	4.7 LT	YES					YES
98	BLACKGUM	NYSSA SYLVATA CA VARI	8	0.8	30+79.3	44.4 LT	YES					YES
99	LAUREL OAK	QUERCUS LAUR FOL A	2	3	30+73.3	42.4 LT	YES					YES
100	HACKBERRY	CELT S OCC DENAL S	3	28	30+69.	47.3 LT	YES					YES

NOTES:

- \* 1 INCH OF TREE DIAMETER AT 5 FEET ABOVE GROUND (DBH) IS EQUAL TO 1 FOOT OF CANOPY RADIUS FOR THE CALCULATION OF CANOPY AREA (PI \* RADIUS SQUARED). THIS NUMBER IS NOT PHYSICALLY MEASURED.
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- \*\*\* TREES WHERE BRANCHES OVERHANG LIMITS OF CLEARING.

DATE		DESCRIPTION		DATE		DESCRIPTION		JUDITH M. HAYDEN, P.E. P.E. NO.: 43976 Environmental & Geotechnical Specialists, Inc. <b>EGS</b> 3154 Eliza Road Tallahassee, Florida 32308 Office: (904) 380-1225 Fax: (850) 385-8090 Certificate of Authorization: 6222		STATES OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. COUNTY FINANCIAL PROJECT ID CR 2192 LEON 413491-1-52-01		SHEET NO. TR-4	
								<b>TREE SURVEY</b>					

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 605-23.003, F.A.C.

**TABLE 1  
TREE INDEX CHART**

TREE TAG NO.	COMMON NAME	BOTANICAL NAME	DBH (INCHES)	CANOPY AREA * (SQ. FT.) (CPZ)	SURVEY BASELINE STATION	OFFSET (FEET)	PROTECTED TREE **	TREE TRIMMING ***	CUT AT BASE	REMOVED	DEBIT	TREES TO BE PROTECTED
0	LAUREL OAK	QUERCUS LAURIFOLIA	3	21	30+95.7	36.4 LT	YES			YES	4	
02	HACKBERRY	CELTIS OCCIDENTALIS	7	57	30+48.8	56.8 LT	YES			YES	4	
03	HACKBERRY	CELTIS OCCIDENTALIS	4	50	30+50.39	32.1 LT	YES			YES	2	
04	SHORTLEAF PINE	PINUS ECINATA	26	204	30+34.89	48.1 LT	YES			YES	0	
05	HACKBERRY	CELTIS OCCIDENTALIS	2	7	30+32.6	43.2 LT	YES			YES	0	
06	HACKBERRY	CELTIS OCCIDENTALIS	5	73	30+26.84	44.1 LT	YES			YES	2	
07	BLACKGUM	NYSSA SYLVATICA var.	8	20	30+28.48	46.0 LT	YES			YES	4	
08	CYPRESS	TAXODIUM SP.	3	53	30+27.89	5.8 LT	YES			YES	6	
09	SWEETGUM	LIGUSTRUM STRACONIA	3	53	30+25.56	50.9 LT	YES			YES	6	
1	HACKBERRY	CELTIS OCCIDENTALIS	2	3	30+2.8	55.6 LT	YES			YES	0	
1	HACKBERRY	CELTIS OCCIDENTALIS	2	3	30+9.52	39.4 LT	YES			YES	0	
2	HACKBERRY	CELTIS OCCIDENTALIS	1	3	30+7.38	63.4 LT	YES			YES	0	
3	SWEETGUM	LIGUSTRUM STRACONIA	3	254	30+5.2	65.7 LT	YES			YES	4	
4	BLACKGUM	NYSSA SYLVATICA var.	3	57	30+2.1	65.7 LT	YES			YES	6	
5	HACKBERRY	CELTIS OCCIDENTALIS	1	54	30+20.7	64.7 LT	YES			YES	4	
6	MAPLE	ACER SP.	0	3.4	30+26.4	69.5 LT	YES			YES	4	
7	LAUREL OAK	QUERCUS LAURIFOLIA	5	79	30+29.5	69.3 LT	YES			YES	2	
8	LAUREL	QUERCUS LAURIFOLIA	3	29	30+30.27	72.2 LT	YES			YES	0	
9	LAUREL OAK	QUERCUS LAURIFOLIA	4	254	30+4.96	77.3 LT	YES			YES	4	
20	HOLLY	ILEX SP.	2	3	30+49.64	62.4 LT	YES			YES	0	
2	HACKBERRY	CELTIS OCCIDENTALIS	4	50	30+57.82	65.7 LT	YES			YES	2	
22	LAUREL OAK	QUERCUS LAURIFOLIA	3	20	30+69.94	66.1 LT	YES			YES	0	
23	LAUREL OAK	QUERCUS LAURIFOLIA	3	28	30+7.1	68.4 LT	YES			YES	0	
24	HACKBERRY	CELTIS OCCIDENTALIS	3	25	30+76.5	52.7 LT	YES			YES	0	
25	LAUREL OAK	QUERCUS LAURIFOLIA	5	79	30+77.38	74.3 LT	YES			YES	2	
26	HACKBERRY	CELTIS OCCIDENTALIS	2	3	30+83.34	54.8 LT	YES			YES	0	
27	BLACKGUM	NYSSA SYLVATICA var.	3	30.9	30+84.52	54.7 LT	YES			YES	6	
28	CHERRY	PRUNUS CAROLINIANA	3	26	30+87.26	48.2 LT	YES			YES	0	
29	HACKBERRY	CELTIS OCCIDENTALIS	6	3	30+93.65	45.9 LT	YES			YES	2	
30	SWEETGUM	LIGUSTRUM STRACONIA	4	50	30+88.36	45.3 LT	YES			YES	2	
3	BLACKGUM	NYSSA SYLVATICA var.	33	342	3+05.76	44.8 LT	YES			YES	6	
32	SWEETGUM	LIGUSTRUM STRACONIA	2	452	3+37.33	43.4 LT	YES			YES	4	
33	HACKBERRY	CELTIS OCCIDENTALIS	5	78	3+37.52	42.3 LT	YES			YES	2	
34	HACKBERRY	CELTIS OCCIDENTALIS	2	3	30+92.37	53.0 LT	YES			YES	0	
35	WATER OAK	QUERCUS NIGRA	5	70	30+88.3	58.0 LT	YES			YES	6	
36	LAUREL OAK	QUERCUS LAURIFOLIA	7	54	30+99.87	62.7 LT	YES			YES	4	
37	LAUREL	QUERCUS LAURIFOLIA	3	28	3+02.46	69.7 LT	YES			YES	0	
38	CYPRESS	TAXODIUM SP.	4	50	3+09.37	6.0 LT	YES			YES	2	
39	SWEETGUM	LIGUSTRUM STRACONIA	8	0.0	3+06.65	66.7 LT	YES			YES	6	
40	HACKBERRY	CELTIS OCCIDENTALIS	4	50	3+3.95	66.3 LT	YES			YES	2	
4	HACKBERRY	CELTIS OCCIDENTALIS	2	3	3+05.88	73.6 LT	YES			YES	0	
42	CHERRY	PRUNUS CAROLINIANA	3	26	3+06.77	77.3 LT	YES			YES	0	
43	CHERRY	PRUNUS CAROLINIANA	3	26	3+07.05	71.5 LT	YES			YES	0	
44	SWEETGUM	LIGUSTRUM STRACONIA	3	53	3+05.95	80.1 LT	YES			YES	6	
45	BLACKGUM	NYSSA SYLVATICA var.	3	20	3+04.73	77.1 LT	YES			YES	0	
46	LAUREL	QUERCUS LAURIFOLIA	2	452	3+43.47	82.3 LT	YES			YES	4	
47	LAUREL	QUERCUS LAURIFOLIA	4	50	3+07.38	8.6 LT	YES			YES	2	
48	HACKBERRY	CELTIS OCCIDENTALIS	2	3	3+06.37	84.8 LT	YES			YES	0	
49	HACKBERRY	CELTIS OCCIDENTALIS	3	29	30+93.7	45.3 LT	YES			YES	0	
50	BLACKGUM	NYSSA SYLVATICA var.	4	50	3+05.83	9.4 LT	YES			YES	2	

NOTES:

- \* 1 INCH OF TREE DIAMETER AT 5 FEET ABOVE GROUND (DBH) IS EQUAL TO 1 FOOT OF CANOPY RADIUS FOR THE CALCULATION OF CANOPY AREA (PI \* RADIUS SQUARED). THIS NUMBER IS NOT PHYSICALLY MEASURED.
- \*\* PROTECTED TREES INCLUDE ALL TREES WITHIN A WETLAND AND ALL TREES WITH A DBH OF 18 INCHES OR GREATER.
- \*\*\* TREES WHERE BRANCHES OVERHANG LIMITS OF CLEARING

<table border="1"> <thead> <tr> <th colspan="2">REVISIONS</th> </tr> <tr> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>		REVISIONS		DATE	DESCRIPTION			ALVIN W. HAYDEN, P.E. P.E. NO.: 43976 Environmental & Geotechnical Specialists, Inc. 3154 Fifea Road Tallahassee, Florida 32308 Office: (850) 386-1253 Fax: (850) 386-8050 Certificate of Authorization: 6222	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. COUNTY FINANCIAL PROJECT ID CR 2192 LEON 413491-1-52-01	TREE SURVEY SHEET NO. TR-5
REVISIONS										
DATE	DESCRIPTION									


NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6805-23.005, F.A.C.

**TABLE 1  
TREE INDEX CHART**

TREE TAG NO.	COMMON NAME	BOTANICAL NAME	DBH (INCHES)	CANOPY AREA * (SQ. FT.) (CPZ)	SURVEY BASELINE STATION	OFFSET (FEET)	PROTECTED TREE **	TREE TRIMMING ***	CUT AT BASE	REMOVED	DEBIT	TREES TO BE PROTECTED
5	SWEETGUM	L QU DAMBAR STYRAC FLUA	4	6.6	3 +04.2	93.2 LT	YES					YES
52	CYPRESS	TAXODIUM SPP.	8	20	3 + 3.50	93.6 L*	YES					YES
53	CYPRESS	TAXODIUM SPP.	6	3	3 + 5.23	90.5 LT	YES					YES
54	SWEETGUM	L QU DAMBAR STYRAC FLUA	9	25.4	3 + 0.07	.4 LT	YES					YES
55	BLACKGUM	NYSSA SYLVATA var	5	7.9	3 +07.89	.9 L*	YES					YES
56	LAUREL OAK	QUERCUS LAUR FOL A	5	7.9	3 +03.20	08.3 L*	YES					YES
57	HACKBERRY	CELTIS OCCIDENTALIS	5	7.9	30+94.5	95.8 L*	YES					YES
58	WATER OAK	QUERCUS NIGRA	8	0.8	30+90.92	00.2 LT	YES					YES
59	LAUREL OAK	QUERCUS LAUR FOL A	3	28	30+85.60	38.2 LT	YES					YES
60	LAUREL OAK	QUERCUS LAUR FOL A	7	5.4	30+32.22	86. L*	YES					YES
61	LAUREL OAK	QUERCUS LAUR FOL A	4	50	30+9.18	74.6 LT	YES					YES
62	WATER OAK	QUERCUS NIGRA	5	7.9	30+85.9	68.8 LT	YES					YES
63	LAUREL OAK	QUERCUS LAUR FOL A	6	3	30+79.78	66.8 L*	YES					YES
64	WATER OAK	QUERCUS NIGRA	5	7.9	30+78.39	70.9 LT	YES					YES
65	LAUREL OAK	QUERCUS LAUR FOL A	4	50	30+80.55	95.2 LT	YES					YES
66	SWEETGUM	L QU DAMBAR STYRAC FLUA	2	452	30+79.74	90.6 LT	YES					YES
67	HACKBERRY	CELTIS OCCIDENTALIS	6	3	30+74.46	85.5 LT	YES					YES
68	HACKBERRY	CELTIS OCCIDENTALIS	3	28	30+75.90	96.3 L*	YES					YES
69	SWEETGUM	L QU DAMBAR STYRAC FLUA	7	908	30+7.38	95. LT	YES					YES
70	HACKBERRY	CELTIS OCCIDENTALIS	4	50	30+70.85	92.5 L*	YES					YES
71	HACKBERRY	CELTIS OCCIDENTALIS	4	50	30+69.50	92.6 L*	YES					YES
72	HACKBERRY	CELTIS OCCIDENTALIS	5	7.9	30+69.8	92.6 L*	YES					YES
73	HACKBERRY	CELTIS OCCIDENTALIS	6	3	30+70.2	94.2 LT	YES					YES
74	HACKBERRY	CELTIS OCCIDENTALIS	5	7.9	30+6.70	9.8 L*	YES					YES
75	HACKBERRY	CELTIS OCCIDENTALIS	3	28	30+62.26	92.0 L*	YES					YES
76	WATER OAK	QUERCUS NIGRA	2	452	30+60.63	87.0 LT	YES					YES
77	HACKBERRY	CELTIS OCCIDENTALIS	3	28	30+58.06	87. L*	YES					YES
78	PERSIMMON	DOSP. ROSY. AG. N. ANA	4	50	30+57.5	85.9 LT	YES					YES
79	HACKBERRY	CELTIS OCCIDENTALIS	4	50	30+58.90	8.2 L*	YES					YES
80	BAY	QUERCUS LAUR FOL A	8	0.8	30+56.75	82.2 L*	YES					YES
81	LAUREL OAK	QUERCUS LAUR FOL A	7	5.4	30+54.69	78.8 L*	YES					YES
82	HACKBERRY	CELTIS OCCIDENTALIS	6	3	28+00.83	26.4 RT	YES					YES
83	LAUREL OAK	QUERCUS LAUR FOL A	9	25.4	28+02.9	30.3 RT	YES					YES
84	LAUREL OAK	QUERCUS LAUR FOL A	0	3.4	28+04.77	36.0 RT	YES					YES
85	LAUREL OAK	QUERCUS LAUR FOL A	4	50	28+00.26	37.6 RT	YES					YES
86	LAUREL OAK	QUERCUS LAUR FOL A	7	5.4	28+07.30	48.9 RT	YES					YES
87	LAUREL OAK	QUERCUS LAUR FOL A	5	7.9	28+ .89	54.2 RT	YES					YES
88	HACKBERRY	CELTIS OCCIDENTALIS	2	3	28+ 2.77	58.9 RT	YES					YES
89	LAUREL OAK	QUERCUS LAUR FOL A	6	3	28+ 9.53	6.0 RT	YES					YES
90	LAUREL OAK	QUERCUS LAUR FOL A	7	15.4	28+27.0	65.8 RT	YES					YES
91	BAY	QUERCUS LAUR FOL A	4	50	28+27.47	6. RT	YES					YES
92	LAUREL OAK	QUERCUS LAUR FOL A	6	3	28+3.04	56.6 RT	YES					YES
93	HACKBERRY	CELTIS OCCIDENTALIS	3	28	28+28.4	45.4 RT	YES					YES
94	WATER OAK	QUERCUS NIGRA	7	5.4	28+28.3	47.7 RT	YES					YES
95	LAUREL OAK	QUERCUS LAUR FOL A	6	3	28+ 8.70	38.7 RT	YES					YES
96	LAUREL OAK	QUERCUS LAUR FOL A	7	5.4	28+20.84	38.7 RT	YES					YES
97	LAUREL OAK	QUERCUS LAUR FOL A	4	50	28+25.68	34.9 RT	YES					YES
98	SPRUCE PINE	PINUS GLABRA	9	25.4	28+16.53	22.2 RT	YES			YES	4	
99	PARSLEY WART ORNE	CRATAEGUS MARS-ALL	5	7.9	28+25.5	9.5 RT	YES			YES	2	
200	HACKBERRY	CELTIS OCCIDENTALIS	6	3	28+34.8	23.0 RT	YES	YES		YES	2	

NOTES:

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- \*\*\* TREES WHERE BRANCHES OVERHANG LIMITS OF CLEARING.

DATE		REVISIONS		JUDITH M. HAYDEN, P.E. P.E. NO.: 43976 Environmental & Geotechnical Specialists, Inc.		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		SHEET NO.		
DESCRIPTION		DESCRIPTION		 3154 Eliza Road Tallahassee, Florida 32308 Office: (850) 386-1253 Fax: (850) 385-0050 Certificate of Authorization: 0222		ROAD NO.		FINANCIAL PROJECT ID		TREE SURVEY TR-6
						CR 2192		LEON 413491-1-52-01		

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 605-23.003, F.A.C.

TABLE 1  
TREE INDEX CHART

TREE TAG NO.	COMMON NAME	BOTANICAL NAME	DBH (INCHES)	CANOPY AREA * (SQ. FT.) (CPZ)	SURVEY BASELINE STATION	OFFSET (FEET)	PROTECTED TREE **	TREE TRIMMING ***	CUT AT BASE	REMOVED	DEBIT	TREES TO BE PROTECTED
20	HACKBERRY	CELT S OCC DENTAL S	3	28	28+35.25	21.9 RT	YES			YES	0	
202	LAUREL OAK	QUERCUS LAUR FOL A	2	3	28+37.32	22.9 RT	YES			YES	0	
203	WATER OAK	QUERCUS N GRA	0	3.4	28+45.28	23.2 RT	YES			YES	4	
204	WATER OAK	QUERCUS N GRA	7	54	28+45.83	25.5 RT	YES			YES	4	
205	WATER OAK	QUERCUS N GRA	8	20	28+5	25.0 RT	YES			YES	4	
206	WATER OAK	QUERCUS N GRA	9	20	28+5.48	23.7 RT	YES					YES
207	HACKBERRY	CELT S OCC DENTAL S	4	50	28+44.37	27.8 RT	YES					YES
208	LAUREL OAK	QUERCUS LAUR FOL A	0	3.4	28+43.32	30.8 RT	YES					YES
209	PEPS MON	DIOSPYROS V. RG N AAA	7	26	28+40.64	31.0 RT	YES					YES
210	SWEETGUM	L. QU. DAMBAR ST. PAC FLUA	5	79	28+40.73	34. RT	YES					YES
2	HACKBERRY	CELT S OCC DENTAL S	3	28	28+42.00	38. RT	YES					YES
22	LAUREL OAK	QUERCUS LAUR FOL A	5	3	28+42.66	39.4 RT	YES					YES
23	HACKBERRY	CELT S OCC DENTAL S	5	20	28+45.04	45.6 RT	YES					YES
24	HACKBERRY	CELT S OCC DENTAL S	3	28	28+37.85	38.6 RT	YES					YES
25	HACKBERRY	CELT S OCC DENTAL S	3	28	28+35.03	36. RT	YES					YES
26	BLACKGUM	NYSSA SYLVAT. CA VAF	8	20	28+32.37	36.2 RT	YES					YES
27	MAPLE	ACER SPP.	4	6.6	28+30.87	37. RT	YES					YES
28	LAUREL OAK	QUERCUS LAUR FOL A	3	53	28+35.0	67.0 RT	YES					YES
29	HACKBERRY	CELT S OCC DENTAL S	4	50	28+33.95	69.4 RT	YES					YES
220	WATER OAK	QUERCUS N GRA	0	3.4	28+35.34	79.2 RT	YES					YES
22	WATER OAK	QUERCUS N GRA	5	70.7	28+37.87	78.9 RT	YES					YES
222	LAUREL OAK	QUERCUS LAUR FOL A	3	28	28+5.78	74. RT	YES					YES
223	HACKBERRY	CELT S OCC DENTAL S	3	28	28+59.50	82.6 RT	YES					YES
224	HACKBERRY	CELT S OCC DENTAL S	2	3	28+6.83	77.5 RT	YES					YES
225	WATER OAK	QUERCUS N GRA	1	34	28+07.35	69.8 RT	YES					YES
226	WATER OAK	QUERCUS N GRA	4	50	28+69.86	36.6 RT	YES					YES
227	HOLLY	ILEX SPP.	4	50	28+7.9	81.2 RT	YES					YES
228	WATER OAK	QUERCUS N GRA	3	23	28+50.3	37. RT	YES					YES
229	HACKBERRY	CELT S OCC DENTAL S	2	3	28+40.35	59.0 RT	YES					YES
230	HACKBERRY	CELT S OCC DENTAL S	4	50	28+38.77	39.2 RT	YES					YES
23	HACKBERRY	CELT S OCC DENTAL S	3	23	28+34.74	38.9 RT	YES					YES
232	LAUREL OAK	QUERCUS LAUR FOL A	3	28	28+45.32	45.0 RT	YES					YES
233	WATER OAK	QUERCUS N GRA	2	40	28+65.07	56.3 RT	YES					YES
234	HACKBERRY	CELT S OCC DENTAL S	3	28	28+40.20	57.4 RT	YES					YES
235	HACKBERRY	CELT S OCC DENTAL S	4	50	28+73.30	32.6 RT	YES			YES	2	
236	SPRUCE PINE	P. NUS. GLABERA	7	254	28+70.50	25.3 RT	YES			YES	4	
237	WATER OAK	QUERCUS N GRA	27	662	28+73.08	28.9 RT	YES			YES	8	
238	HACKBERRY	CELT S OCC DENTAL S	5	79	28+88.00	42.0 RT	YES					YES
239	HACKBERRY	CELT S OCC DENTAL S	4	50	28+92.47	33.2 RT	YES					YES
240	HACKBERRY	CELT S OCC DENTAL S	7	54	28+36.74	40.0 RT	YES					YES
24	HACKBERRY	CELT S OCC DENTAL S	5	3	28+47.70	30.8 RT	YES			YES	2	
242	PARSLEY -AWT-JRAC	FRATAGEUS MARS-ALL	3	28	28+45.76	27.2 RT	YES			YES	0	
243	HACKBERRY	CELT S OCC DENTAL S	4	50	28+14.5	32.8 RT	YES	YES			2	
244	SWEETGUM	L. QU. DAMBAR ST. PAC FLUA	9	34	28+37.94	28.8 RT	YES			YES	8	
245	WATER OAK	QUERCUS N GRA	7	54	28+3.87	27.4 RT	YES			YES	4	
246	HACKBERRY	CELT S OCC DENTAL S	7	71	28+25.87	27.8 RT	YES			YES	4	
247	HACKBERRY	CELT S OCC DENTAL S	5	19	28+26.52	30. RT	YES			YES	2	
248	WATER OAK	QUERCUS N GRA	4	50	28+27.05	31.9 RT	YES			YES	2	
249	HACKBERRY	CELT S OCC DENTAL S	4	50	28+20.9	4. RT	YES			YES	2	
250	OAK -DEAD	QUERCUS ALBA	8	20	28+5.47	47.6 RT	DEAD				DEAD	DEAD

NOTES:

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- \*\* PROTECTED TREES INCLUDE ALL TREES WITHIN A WETLAND AND ALL TREES WITH A DBH OF 18 INCHES OR GREATER.
- \*\*\* TREES WHERE BRANCHES OVERHANG LIMITS OF CLEARING.

REVISIONS				NORTH K. HAYDEN, P.E. P.E. NO. 43576 Environmental & Geotechnical Specialists, Inc. <b>EGS</b> 1154 Ebra Road Tallahassee, Florida 32308 Office: (850) 396-1253 Fax: (850) 395-8050 Certificate of Authorization: 9222	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.  TR-7
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					CR 2192	LEON	413491-1-52-01	

TREE SURVEY

NOTE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6005-23.003, F.A.C.

**TABLE 1  
TREE INDEX CHART**

TREE TAG NO.	COMMON NAME	BOTANICAL NAME	DBH (INCHES)	CANOPY AREA * (SQ. FT.) (CPZ)	SURVEY BASELINE STATION	OFFSET (FEET)	PROTECTED TREE **	TREE TRIMMING ***	CUT AT BASE	REMOVED	DEBIT	TREES TO BE PROTECTED
25	HACKBERRY	CELT S OCC DENTAL S	3	28	29+ .94	45.0 RT	YES					YES
252	HACKBERRY	CELT S OCC DENTAL S	4	50	28+66.75	5.8 RT	YES					YES
253	LAUREL OAK	QUERCUS LAUR FOL A	7	54	29+00.86	60.0 RT	YES					YES
254	WATER OAK	QUERCUS N GRA	2	452	29+05.99	65.2 RT	YES					YES
255	WATER OAK	QUERCUS N GRA	5	79	28+89.70	63.7 RT	YES					YES
256	HACKBERRY	CELT S OCC DENTAL S	2	3	28+9.19	69.9 RT	YES					YES
257	HACKBERRY	CELT S OCC DENTAL S	6	3	28+90.97	70.4 RT	YES					YES
258	OAK (DEAD)	QUERCUS LAUR FOL A	7	54	28+67.05	9.9 RT	DEAD				DEAD	DEAD
259	HACKBERRY	CELT S OCC DENTAL S	2	3	28+70.35	88.9 RT	YES					YES
260	HACKBERRY	CELT S OCC DENTAL S	5	79	28+69.53	88.0 RT	YES					YES
26	HACKBERRY	CELT S OCC DENTAL S	5	79	28+7.52	94.5 RT	YES					YES
262	PARSLEY HAWTHORNE	CRA AGEUS MARSHALL	5	79	28+4.75	92.6 RT	YES					YES
263	HAWTHORNE (DEAD)	CRA AGEUS MARSHALL	3	28	28+75.67	92.8 RT	DEAD				DEAD	DEAD
264	PARSLEY HAWTHORNE	CRA AGEUS MARSHALL	3	28	28+82.38	95. RT	YES					YES
265	LAUREL OAK	QUERCUS LAUR FOL A	7	54	28+85.23	00.3 R	YES					YES
266	OAK (DEAD)	QUERCUS LAUR FOL A	7	380	28+88.49	95.7 RT	DEAD				DEAD	DEAD
267	LAUREL OAK	QUERCUS LAUR FOL A	7	54	29+00.94	03.0 R	YES					YES
268	HACKBERRY	CELT S OCC DENTAL S	3	28	29+0.80	96. RT	YES					YES
269	PARSLEY HAWTHORNE	CRA AGEUS MARSHALL	3	28	29+08.37	89.8 RT	YES					YES
270	WATER OAK	QUERCUS N GRA	7	380	28+95.83	82.9 RT	YES					YES
27	HACKBERRY	CELT S OCC DENTAL S	3	28	28+76.98	86.4 RT	YES					YES
272	SWEETGUM	LIGU DAMBAR ST RAC FLUA	8	20	28+83.0	83.5 RT	YES					YES
273	OAK (DEAD)	QUERCUS LAUR FOL A	2	452	28+77.46	82.6 RT	DEAD				DEAD	DEAD
274	BAY	PERSEA SPP.	6	3	29+23.35	95.5 RT	YES					YES
275	BAY	PERSEA SPP.	9	254	29+3.72	0.0 R	YES					YES
276	HOLLY	LLEY SPP.	2	3	29+28.48	94.3 RT	YES					YES
277	HACKBERRY	CELT S OCC DENTAL S	9	254	29+35.1	9.3 RT	YES					YES
278	HACKBERRY	CELT S OCC DENTAL S	5	79	29+2.03	86.6 RT	YES					YES
279	BAY	PERSEA SPP.	7	54	29+20.7	79.6 RT	YES					YES
280	CYPRESS (DEAD)	TAXODIUM SPP.	2	3	29+20.08	77.4 RT	DEAD				DEAD	DEAD
28	LAUREL OAK	QUERCUS LAUR FOL A	3	28	29+9.38	74.4 RT	YES					YES
282	LAUREL OAK	QUERCUS LAUR FOL A	3	28	29+28.6	68.4 RT	YES					YES
283	LAUREL OAK	QUERCUS LAUR FOL A	5	79	29+29.2	68.5 RT	YES					YES
284	LAUREL OAK	QUERCUS LAUR FOL A	4	50	29+36.3	64. RT	YES					YES
285	WATER OAK	QUERCUS N GRA	6	3	29+36.72	58.0 RT	YES		YES			YES
286	CYPRESS	TAXODIUM SPP.	20	257	29+42.49	59. RT	YES		YES		8	YES
287	LAUREL OAK	QUERCUS LAUR FOL A	4	50	29+36.98	54.5 RT	YES		YES		2	YES
288	HACKBERRY	CELT S OCC DENTAL S	3	28	29+27.55	56.9 RT	YES					YES
289	HACKBERRY	CELT S OCC DENTAL S	6	3	29+42.30	47.3 RT	YES		YES		2	YES
290	HACKBERRY	CELT S OCC DENTAL S	2	3	29+42.73	47.0 RT	YES		YES		0	YES
291	HACKBERRY	CELT S OCC DENTAL S	7	54	29+46.5	5.8 RT	YES		YES		4	YES
292	HACKBERRY	CELT S OCC DENTAL S	3	28	29+52.3	5.7 RT	YES		YES		0	YES
293	MAGNOLIA	MAGNOLIA SPP.	2	3	29+54.7	45.6 RT	YES		YES		0	YES
294	HACKBERRY	CELT S OCC DENTAL S	6	3	29+37.64	34.9 RT	YES		YES		2	YES
295	HACKBERRY	CELT S OCC DENTAL S	6	3	29+36.50	31.0 RT	YES			YES	2	YES
296	HACKBERRY	CELT S OCC DENTAL S	2	3	29+56.68	28.0 RT	YES			YES	0	YES
297	HACKBERRY	CELT S OCC DENTAL S	2	3	29+58.00	27.8 RT	YES			YES	0	YES
298	HACKBERRY	CELT S OCC DENTAL S	6	3	29+57.04	27.6 RT	YES			YES	2	YES
299	WATER OAK	QUERCUS N GRA	6	804	29+55.32	32.7 RT	YES		YES		6	YES
300	CHESNUT OAK	CASTANEA DENTATA	3	28	29+57.35	42.3 RT	YES		YES		0	YES

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DATE		REVISIONS		JUDITH M. HAYDEN, P.E. P.E. NO.: 43976 Environmental & Geotechnical Specialist, Inc.		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		3154 Eliza Road Tallahassee, Florida 32308 Office: (850) 385-1253 Fax: (850) 385-8050 Certificate of Authorization: 8222		ROAD NO. COUNTY FINANCIAL PROJECT ID		SHEET NO.	
				<b>EGS</b>		CR 292 LEON 413491-1-52-01				<b>TREE SURVEY</b>		TR-8	

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6805-23.003, F.A.C.

**TABLE 1  
TREE INDEX CHART**

TREE TAG NO.	COMMON NAME	BOTANICAL NAME	DBH (INCHES)	CANOPY AREA * (SQ. FT.) (CPZ)	SURVEY BASELINE STATION	OFFSET (FEET)	PROTECTED TREE **	TREE TRIMMING ***	CUT AT BASE	REMOVED	DEBIT	TREES TO BE PROTECTED
30	CHESNUT OAK	CASTANEA DENTATA	5	79	29+4.74	29.5 RT	YES			YES	2	
302	HACKBERRY	VELT S OCC DENTAL S	2	3	29+75.9	25.8 RT	YES			YES	0	
303	SWEETGUM	L QU DAMBAR ST-RAL FLUA	8	0 8	29+7.44	36.0 RT	YES		YES		6	
304	HACKBERRY	VELT S OCC DENTAL S	2	3	29+75.93	4.8 RT	YES		YES		0	
305	BLACKGUM	NYSSA SYLVAT CA VOT		380	29+76.63	45.7 RT	YES		YES		4	
306	SWEETGUM	L QU DAMBAR ST-RAL FLUA	5	707	29+69.44	52.8 RT	YES		YES		6	
307	HACKBERRY	VELT S OCC DENTAL S	5	73	29+65.09	37.5 RT	YES		YES		2	
308	PARSLEY HAWTHORNE	CHRATAEGUS MAPPA L	2	3	29+62.79	58.3 RT	YES		YES		0	
309	WATER OAK	QUERCUS N GRA	3	28	29+56.9	65.4 RT	YES		YES		0	
310	SWEETGUM	L QU DAMBAR ST-RAL FLUA	9	34	29+69.85	7.0 RT	YES		YES		8	
311	HACKBERRY	VELT S OCC DENTAL S	4	50	29+72.72	7.6 RT	YES		YES		2	
312	HACKBERRY	VELT S OCC DENTAL S	3	26	29+3.77	76.4 RT	YES					YES
313	HACK	VELT S OCC DENTAL S	4	50	29+57.23	80.0 RT	YES					YES
314	HACKBERRY	VELT S OCC DENTAL S	4	50	29+56.3	78.4 RT	YES					YES
315	LAUREL OAK	QUERCUS LAUR FOL A	5	79	29+4.39	78.0 RT	YES					YES
316	MAPLE	ACER SPP.	4	50	29+40.2	82.5 RT	YES					YES
317	SWEETGUM	L QU DAMBAR ST-RAL FLUA	24	9 0	29+42.57	99.3 RT	YES					YES
318	LAUREL OAK	QUERCUS LAUR FOL A	2	3	29+4.0	91.8 RT	YES					YES
319	LAUREL OAK	QUERCUS LAUR FOL A	3	28	29+53.3	96.4 RT	YES					YES
320	BLACKGUM	NYSSA SYLVAT CA VOT	5	0 8	29+53.9	92.5 RT	YES					YES
321	CHESNUT OAK	CASTANEA DENTATA	2	3	29+69.80	97.7 RT	YES					YES
322	WATER OAK	QUERCUS N GRA	7	54	29+6.42	96.0 RT	YES					YES
323	LAUREL OAK	QUERCUS LAUR FOL A	5	79	29+0.42	93.5 RT	YES					YES
324	HACKBERRY	VELT S OCC DENTAL S	3	3	29+72.56	91.4 RT	YES					YES
325	SWEETGUM	L QU DAMBAR ST-RAL FLUA	8	0 8	29+79.00	8.4 RT	YES	YES				YES
326	CHESNUT OAK	CASTANEA DENTATA	2	3	29+66.50	86.3 RT	YES					YES
327	WATER OAK	QUERCUS N GRA	6	804	29+39.83	83.0 RT	YES					YES
328	LAUREL OAK	QUERCUS LAUR FOL A	6	3	29+58.93	93.5 RT	YES					YES
329	SWEETGUM	L QU DAMBAR ST-RAL FLUA	3	0 8	29+99.56	97.6 RT	YES					YES
330	CHESNUT OAK	CASTANEA DENTATA	3	0 8	29+37.86	100.5 RT	YES					YES
331	CHERRY	PRUNUS CAROL ANA	4	50	30+0.33	95.8 RT	YES					YES
332	BLACKGUM	NYSSA SYLVAT CA VOT	5	79	30+22.95	93.0 RT	YES					YES
333	BLACKGUM	NYSSA SYLVAT CA VOT	3	20	30+76.77	91.4 RT	YES					YES
334	BLACKGUM	NYSSA SYLVAT CA VOT	2	3	30+47.10	91.2 RT	YES					YES
335	LAUREL OAK	QUERCUS LAUR FOL A	4	50	30+1.09	80.8 RT	YES					YES
336	BLACKGUM	NYSSA SYLVAT CA VOT	0	3 4	30+7.95	73.8 RT	YES					YES
337	CYPRESS	TAXODIUM SPP.		380	30+5.60	83.8 RT	YES					YES
338	MAPLE	ACER SPP.		360	30+8.43	73.2 RT	YES	YES				YES
339	BLACKGUM	NYSSA SYLVAT CA VOT	5	3	30+4.37	72.3 RT	YES					YES
340	SWEETGUM	L QU DAMBAR ST-RAL FLUA	5	9	30+5.2	69.1 RT	YES		YES		2	
341	SWEETGUM	L QU DAMBAR ST-RAL FLUA	2	3	30+3.87	69.9 RT	YES		YES		0	
342	CHESNUT OAK	CASTANEA DENTATA	4	50	30+0.93	70.1 RT	YES		YES		2	
343	MAPLE	ACER SPP.	2	3	30+4.37	70.7 RT	YES		YES		0	
344	LAUREL OAK	QUERCUS LAUR FOL A	4	50	29+98.90	67.4 RT	YES		YES		2	
345	LAUREL OAK	QUERCUS LAUR FOL A	3	20	29+96.8	64.1 RT	YES		YES		0	
346	BLACKGUM	NYSSA SYLVAT CA VOT	6	79	29+0.98	60.4 RT	YES		YES		2	
347	SWEETGUM	L QU DAMBAR ST-RAL FLUA	9	254	29+34.78	59.7 RT	YES		YES		4	
348	HACKBERRY	VELT S OCC DENTAL S	5	79	29+85.6	51.3 RT	YES		YES		2	
349	HACKBERRY	VELT S OCC DENTAL S	4	50	29+85.20	60.7 RT	YES		YES		2	
350	HACKBERRY	VELT S OCC DENTAL S	3	254	29+87.66	28.2 RT	YES		YES		4	

**NOTES:**

- \* 1 INCH OF TREE DIAMETER AT 5 FEET ABOVE GROUND (DBH) IS EQUAL TO 1 FOOT OF CANOPY RADIUS FOR THE CALCULATION OF CANOPY AREA (PI \* RADIUS SQUARED). THIS NUMBER IS NOT PHYSICALLY MEASURED.
- \*\* PROTECTED TREES INCLUDE ALL TREES WITHIN A WETLAND AND ALL TREES WITH A DBH OF 18 INCHES OR GREATER.
- \*\*\* TREES WHERE BRANCHES OVERHANG LIMITS OF CLEARING.

<p>DATE DESCRIPTION DATE DESCRIPTION</p>				<p>JUDITH N. HARDEN, P.E. P.E. NO.: 43976 Environmental &amp; Geotechnical Specialists, Inc. 3154 Elba Road Tallahassee, Florida 32308 Office: (850) 366-1253 Fax: (850) 365-8050 Certificate of Authorization: 6222</p>		<p>STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. COUNTY FINANCIAL PROJECT ID CR 2192 LEON 413491-1-52-01</p>			<p>SHEET NO. TR-9</p>	
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NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6005-23.003, F.A.C.

**TABLE 1  
TREE INDEX CHART**

TREE TAG NO.	COMMON NAME	BOTANICAL NAME	DBH (INCHES)	CANOPY AREA * (SQ. FT.) (CP2)	SURVEY BASELINE STATION	OFFSET (FEET)	PROTECTED TREE **	TREE TRIMMING ***	CUT AT BASE	REMOVED	DEBIT	TREES TO BE PROTECTED
35	HACKBERRY	CELT S OCC DEN TAL S	8	20	29+96.7	28.0 RT	YES			YES	4	
352	HACKBERRY	CELT S OCC DEN TAL S	3	28	30+03.47	29.2 RT	YES			YES	0	
353	ALLOW	SAP UM SEB FERUM	8	20	30+06.6	34.9 RT	YES		YES		4	
354	SWEETGUM	L QU DAMBAR STYRAC FLUA	5	79	30+00.79	38.7 RT	YES		YES		2	
355	CYPRESS	TAXOD UM SPP.	2	385	30+05.46	4.2 RT	YES		YES		8	
356	LAUREL	QUERCUS LAUR FOL A	3	28	30+07.67	46.6 RT	YES		YES		0	
357	SWEETGUM	L QU DAMBAR STYRAC FLUA	7	54	30+07.42	6.3 RT	YES		YES		4	
358	SWEETGUM	L QU DAMBAR STYRAC FLUA	6	3	30+0.76	65.4 RT	YES		YES		2	
359	SWEETGUM	L QU DAMBAR STYRAC FLUA	7	54	30+0.62	69.2 RT	YES		YES		4	
360	SWEETGUM	L QU DAMBAR STYRAC FLUA	9	254	30+4.58	60.5 RT	YES		YES		4	
36	LAUREL OAK	QUERCUS LAUR FOL A	6	804	30+6.56	57.4 RT	YES		YES		6	
362	LAUREL OAK	QUERCUS LAUR FOL A	3	28	30+7.9	56.4 RT	YES		YES		0	
363	SWEETGUM	L QU DAMBAR STYRAC FLUA	3	3	30+8.5	48.7 RT	YES		YES		0	
364	SWEETGUM (DEAD)	L QU DAMBAR STYRAC FLUA	2	3	30+2.8	49.8 RT	DEAD				DEAD	DEAD
365	CHESTNUT OAK	CASTANEA DEN TATA	2	3	30+4.38	48.8 RT	YES		YES		0	
366	CHESTNUT OAK	CASTANEA DEN TATA	3	28	30+4.80	44.0 RT	YES		YES		0	
367	HACKBERRY	CELT S OCC DEN TAL S	6	3	30+7.45	40.8 RT	YES		YES		2	
368	MAPLE	ACER SPP.	8	20	30+23.89	35.7 RT	YES		YES		4	
369	SWEETGUM	L QU DAMBAR STYRAC FLUA	2	452	30+28.35	36. RT	YES		YES		4	
370	SWEETGUM	L QU DAMBAR STYRAC FLUA	2	452	30+10.08	36.0 RT	YES		YES		4	
37	LAUREL OAK	QUERCUS LAUR FOL A	2	3	30+33.37	33.6 RT	YES		YES		0	
372	MAPLE	ACER SPP.	6	804	30+32.52	26.3 RT	YES		YES		6	
373	HACKBERRY	CELT S OCC DEN TAL S	9	254	30+28.2	24.5 RT	YES		YES		4	
374	HACKBERRY	CELT S OCC DEN TAL S	3	28	30+29.22	23.4 RT	YES		YES		0	
375	HACKBERRY	CELT S OCC DEN TAL S	3	28	30+27.06	24.3 RT	YES		YES		0	
376	PERSIMMON	D OSPYROS V RG N ANA	3	28	30+22.07	26.4 RT	YES		YES		0	
377	HOKORY	CAMP A SPP.	7	54	30+39.97	23.6 RT	YES		YES		4	
378	SWEETGUM	L QU DAMBAR STYRAC FLUA	9	34	30+42.75	25.8 RT	YES		YES		8	
379	BLACKGUM	NYSSA SYLVAT CA VOT	4	50	30+40.76	29.2 RT	YES		YES		2	
380	CHESTNUT OAK	CASTANEA DEN TATA	2	3	30+46.34	37.2 RT	YES		YES		0	
38	HOKORY	CAMP A SPP.	5	79	30+48.53	35.7 RT	YES		YES		2	
382	MAPLE	ACER SPP.	6	3	30+49.34	34.6 RT	YES		YES		2	
383	HACKBERRY	CELT S OCC DEN TAL S	5	79	30+5.55	3.5 RT	YES		YES		2	
384	SWEETGUM	L QU DAMBAR STYRAC FLUA	5	79	30+52.22	32.7 RT	YES		YES		2	
385	SWEETGUM	L QU DAMBAR STYRAC FLUA	9	254	30+57.6	27.5 RT	YES		YES		4	
386	SWEETGUM	L QU DAMBAR STYRAC FLUA	7	54	30+54.96	25.0 RT	YES		YES		4	
387	SWEETGUM	L QU DAMBAR STYRAC FLUA	6	3	30+55.84	22.2 RT	YES		YES		2	
388	PERSIMMON	D OSPYROS V RG N ANA	5	79	30+5.26	20.0 RT	YES		YES		2	
389	PERSIMMON	D OSPYROS V RG N ANA	3	28	30+48.72	9.6 RT	YES		YES		0	
390	PERSIMMON	D OSPYROS V RG N ANA	3	28	30+48.5	2.3 RT	YES		YES		0	
39	GUM (DEAD)	L QU DAMBAR STYRAC FLUA	7	54	30+59.05	23.5 RT	DEAD				DEAD	DEAD
392	CYPRESS	TAXOD UM SPP.	5	79	30+66.42	20.6 RT	YES		YES		2	
393	BLACKGUM	NYSSA SYLVAT CA VOT	4	50	30+70.68	24.0 RT	YES		YES		2	
394	PERSIMMON	D OSPYROS V RG N ANA	4	50	30+74.62	2.7 RT	YES		YES		2	
395	CHESTNUT OAK (DEAD)	CASTANEA DEN TATA	2	3	30+73.89	30.8 RT	DEAD				DEAD	DEAD
396	SWEETGUM	L QU DAMBAR STYRAC FLUA	9	254	30+69.07	35.6 RT	YES		YES		4	
397	LAUREL OAK	QUERCUS LAUR FOL A	2	3	30+67.7	36.6 RT	YES		YES		0	
398	CYPRESS	TAXOD UM SPP.	9	254	30+66.75	37.5 RT	YES		YES		4	
399	PERSIMMON	D OSPYROS V RG N ANA	3	28	30+68.32	40.8 RT	YES		YES		0	
400	HACKBERRY	CELT S OCC DEN TAL S	5	79	30+7.74	40.5 RT	YES		YES		2	

**NOTES:**

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- TREES WHERE BRANCHES OVERHANG LIMITS OF CLEARING.

DATE		REVISIONS		JUDITH M. HAYDEN, P.E. P.E. NO.: 43976 Environmental & Geotechnical Specialists, Inc. 3154 Eliza Road Tallahassee, Florida 32308 Office: (850) 385-1255 Fax: (850) 385-8050 Certificate of Authorization: 6222		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		ROAD NO. COUNTY FINANCIAL PROJECT ID		TREE SURVEY		SHEET NO.
				EGS		CR 2192 LEON 413491-1-52-01						TR-10

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**TABLE 1  
TREE INDEX CHART**

TREE TAG NO.	COMMON NAME	BOTANICAL NAME	DBH (INCHES)	CANOPY AREA * (SQ. FT.) (CPZ)	SURVEY BASELINE STATION	OFFSET (FEET)	PROTECTED TREE **	TREE TRIMMING ***	CUT AT BASE	REMOVED	DEBIT	TREES TO BE PROTECTED
40	HACKBERRY	CELTIS OCCIDENTALIS	5	79	30+65.23	45.6 RT	YES					YES
402	CYPRESS	TAXODIUM SPP.	5	70	30+59.46	41.5 RT	YES					YES
403	BLACKGUM	NYSSA SYLVATICA var	3	53	30+59.46	47.4 RT	YES					YES
404	CYPRESS	TAXODIUM SPP.	2	3	30+61.03	48.2 RT	YES					YES
405	CYPRESS	TAXODIUM SPP.	3	26	30+55.73	48.3 RT	YES					YES
406	CYPRESS	TAXODIUM SPP.	6	3	30+52.14	54.1 RT	YES					YES
407	PERSIMMON	DIOSPYROS VIRGINIANA	2	3	30+49.66	51.2 RT	YES					YES
408	CHESNUT OAK	CASTANEA DENTATA	3	28	30+47.32	46.2 RT	YES					YES
409	BLACKGUM	NYSSA SYLVATICA var	6	20	30+44.82	53.5 RT	YES	YES				YES
410	BLACKGUM	NYSSA SYLVATICA var	3	25	30+41.48	53.1 RT	YES					YES
411	BLACKGUM	NYSSA SYLVATICA var	8	20	30+41.50	52.3 RT	YES	YES				YES
412	BLACKGUM	NYSSA SYLVATICA var	5	29	30+40.84	54.9 RT	YES					YES
413	WHITE OAK	QUERCUS ALBA	2	3	30+38.1	55.2 RT	YES					YES
414	PERSIMMON	DIOSPYROS VIRGINIANA	4	50	30+34.54	53.2 RT	YES		YES		2	
415	PERSIMMON	DIOSPYROS VIRGINIANA	2	3	30+33.56	44.6 RT	YES		YES		0	
416	CHERRY	FRUNUS CAROLINIANA	2	3	30+30.22	46.2 RT	YES		YES		2	
417	PERSIMMON	DIOSPYROS VIRGINIANA	7	54	30+29.8	49.2 RT	YES		YES		4	
418	PERSIMMON	DIOSPYROS VIRGINIANA	5	3	30+21.04	47.7 RT	YES		YES		2	
419	PERSIMMON	DIOSPYROS VIRGINIANA	6	3	30+27.59	53.5 RT	YES		YES		2	
420	BLACKGUM	NYSSA SYLVATICA var	5	79	30+24.22	37.1 RT	YES		YES		2	
421	BLACKGUM	NYSSA SYLVATICA var	6	3	30+24.8	55.4 RT	YES		YES		2	
422	BLACKGUM	NYSSA SYLVATICA var	3	28	30+5.89	55.5 RT	YES		YES		0	
423	PARSLEY -AWT-ORNE	FRAXINUS MARSHALLII	4	50	30+21.46	62.1 RT	YES		YES		2	
424	SWEETGUM	LICHTENSTADTIA FLORIDA	4	50	30+22.83	66.1 RT	YES		YES		2	
425	BLACKGUM	NYSSA SYLVATICA var	5	79	30+29.28	48.3 RT	YES					YES
426	BLACKGUM	NYSSA SYLVATICA var	4	50	30+8.59	71.0 RT	YES					YES
427	BLACKGUM	NYSSA SYLVATICA var	2	3	30+25.1	71.2 RT	YES					YES
428	SWEETGUM	LICHTENSTADTIA FLORIDA	4	50	30+35.39	50.2 RT	YES					YES
429	SWEETGUM	LICHTENSTADTIA FLORIDA	7	54	30+14.49	64.7 RT	YES					YES
430	BLACKGUM	NYSSA SYLVATICA var	3	28	30+25.20	63.1 RT	YES					YES
431	LAUREL OAK	QUERCUS LAURIFOLIA	3	28	30+38.25	65.6 RT	YES					YES
432	BLACKGUM	NYSSA SYLVATICA var	5	79	30+45.04	65.7 RT	YES					YES
433	SWEETGUM	LICHTENSTADTIA FLORIDA	10	34	30+42.73	63.8 RT	YES					YES
434	CYPRESS	TAXODIUM SPP.	4	56	30+43.38	70.7 RT	YES					YES
435	UNKNOWN		4	50	30+46.3	70.6 RT	YES					YES
436	LAUREL OAK	QUERCUS LAURIFOLIA	5	79	30+43.25	70.6 RT	YES					YES
437	SWEETGUM	LICHTENSTADTIA FLORIDA	3	53	30+41.1	75.4 RT	YES					YES
438	LAUREL OAK	QUERCUS LAURIFOLIA	5	79	30+39.38	81.1 RT	YES					YES
439	LAUREL OAK	QUERCUS LAURIFOLIA	2	3	30+27.36	83.3 RT	YES					YES
440	SWEETGUM	LICHTENSTADTIA FLORIDA	8	20	30+35.68	64.4 RT	YES					YES
441	SWEETGUM	LICHTENSTADTIA FLORIDA	5	79	30+36.05	58.5 RT	YES					YES
442	SWEETGUM	LICHTENSTADTIA FLORIDA	7	54	30+40	69.2 RT	YES					YES
443	BLACKGUM	NYSSA SYLVATICA var	3	28	30+23.52	83.7 RT	YES					YES
444	BLACKGUM	NYSSA SYLVATICA var	4	50	30+24.49	80.7 RT	YES					YES
445	LAUREL OAK	QUERCUS LAURIFOLIA	2	3	30+23.70	96.0 RT	YES					YES
446	LAUREL OAK	QUERCUS LAURIFOLIA	3	50	30+23.24	88.4 RT	YES					YES
447	LAUREL OAK	QUERCUS LAURIFOLIA	2	3	30+28.89	90.7 RT	YES					YES
448	SWEETGUM	LICHTENSTADTIA FLORIDA	2	3	30+27.50	91.8 RT	YES					YES
449	SWEETGUM	LICHTENSTADTIA FLORIDA	10	34	30+27.84	93.0 RT	YES					YES
450	CYPRESS	TAXODIUM SPP.	3	28	30+28.25	94.3 RT	YES					YES

NOTES:  
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 \*\*\* TREES WHERE BRANCHES OVERHANG LIMITS OF CLEARING.

DATE		DESCRIPTION		REVISIONS		DATE		DESCRIPTION		JUDITH M. HAYDEN, P.E. P.E. NO.: 43976 Environmental & Geotechnical Specialists Inc. <b>EGS</b> 3154 Filza Road Tallahassee, Florida 32306 Phone: (904) 364-7233 Fax: (904) 364-9050 Certificate of Authorization: 6222		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. COUNTY FINANCIAL PROJECT ID CR 2192 LEON 413491-1-52-01		SHEET NO. TR-11	
										TREE SURVEY					

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**TABLE 1  
TREE INDEX CHART**

TREE TAG NO.	COMMON NAME	BOTANICAL NAME	DBH (INCHES)	CANOPY AREA * (SQ. FT.) (CPZ)	SURVEY BASELINE STATION	OFFSET (FEET)	PROTECTED TREE **	TREE TRIMMING ***	CUT AT BASE	REMOVED	DEBIT	TREES TO BE PROTECTED
45	CYPRESS	TAXODIUM SPP.		350	30+32.33	94.7 RT	YES					YES
452	SWEETGUM	LIGUSTRUM STRYCIACUM FLUA	4	50	30+36.17	96.9 RT	YES					YES
453	SWEETGUM	LIGUSTRUM STRYCIACUM FLUA	0	34	30+33.9	94. RT	YES					YES
454	HACKBERRY	CELTIS OCCIDENTALIS	2	3	30+26.94	0. RT	YES					YES
455	PERSIMMON	DIOSPIROS VIRGINIANA	3	28	30+23.62	0.6 RT	YES					YES
456	CYPRESS	TAXODIUM SPP.	2	385	30+8.24	99.9 RT	YES					YES
457	CYPRESS	TAXODIUM SPP.	5	707	30+20.03	93.7 RT	YES					YES
458	SWEETGUM	LIGUSTRUM STRYCIACUM FLUA	4	50	30+4.69	96.5 RT	YES					YES
459	SWEETGUM	LIGUSTRUM STRYCIACUM FLUA	6	3	30+43.29	96.9 RT	YES					YES
460	HACKBERRY	CELTIS OCCIDENTALIS	5	79	30+53.26	94.8 RT	YES					YES
46	HACKBERRY	CELTIS OCCIDENTALIS	6	3	30+53.08	94.2 RT	YES					YES
462	PERSIMMON	DIOSPIROS VIRGINIANA	3	28	30+57.8	95.9 RT	YES					YES
463	SWEETGUM (DEAD)	LIGUSTRUM STRYCIACUM FLUA	9	254	30+62.36	95.8 RT	DEAD			DEAD	DEAD	DEAD
464	OAK (DEAD)	QUERCUS LAURIFOLIA	20	257	30+57.59	82. RT	DEAD			DEAD	DEAD	DEAD
465	DOGWOOD	CORNUS SPP.	5	79	30+64.0	84.6 RT	YES					YES
466	PERSIMMON	DIOSPIROS VIRGINIANA	3	28	30+63.08	79.9 RT	YES					YES
467	SWEETGUM	LIGUSTRUM STRYCIACUM FLUA		380	30+68.29	74.0 RT	YES					YES
468	LAUREL OAK	QUERCUS LAURIFOLIA	4	50	30+60.24	74.3 RT	YES					YES
469	PERSIMMON	DIOSPIROS VIRGINIANA	2	3	30+63.9	68.9 RT	YES					YES
470	HACKBERRY	CELTIS OCCIDENTALIS	8	20	30+66.85	66.5 RT	YES					YES
47	BLACKGUM	NYSSA SYLVATICA var	3	28	30+66.92	60. RT	YES					YES
472	LAUREL OAK	QUERCUS LAURIFOLIA	6	3	30+65.6	59.9 RT	YES					YES
473	BLACKGUM	NYSSA SYLVATICA var	3	28	30+63.5	6. RT	YES					YES
474	BLACKGUM	NYSSA SYLVATICA var	4	50	30+60.68	59.5 RT	YES					YES
475	HACKBERRY	CELTIS OCCIDENTALIS	2	3	30+55.33	64.3 RT	YES					YES
476	CHESNUT OAK	CASTANEA DENTATA	2	3	30+50.83	6.9 RT	YES					YES
477	PARSLEY -HAWTHORNE	CRAEGEUS MARSHALLII	2	3	30+48.00	65.4 RT	YES					YES
478	PARSLEY -HAWTHORNE	CRAEGEUS MARSHALLII	2	3	30+47.80	6. RT	YES					YES
479	CHESNUT OAK	CASTANEA DENTATA	2	3	30+46.7	6. RT	YES					YES
480	BLACKGUM	NYSSA SYLVATICA var	7	54	30+48.04	59.0 RT	YES					YES
48	WAX MYRTLE	MYRTICA CERIFERA	3	28	30+70.36	58.6 RT	YES		YES		0	
482	SWEETGUM	LIGUSTRUM STRYCIACUM FLUA	2	385	30+72.45	5.7 RT	YES		YES		8	
483	BLACKGUM	NYSSA SYLVATICA var	5	707	30+79.28	52.6 RT	YES		YES		6	
484	HACKBERRY	CELTIS OCCIDENTALIS	7	54	30+7.46	49.2 RT	YES		YES		4	
485	BLACKGUM	NYSSA SYLVATICA var	2	452	30+74.05	48. RT	YES		YES		4	
486	BLACKGUM	NYSSA SYLVATICA var	3	28	30+64.56	33.9 RT	YES					YES
487	LAUREL OAK	QUERCUS LAURIFOLIA	3	28	29+83.55	60.8 RT	YES		YES		0	
488	LAUREL OAK	QUERCUS LAURIFOLIA	2	3	29+82.4	76.5 RT	YES					YES
489	CHESNUT OAK	CASTANEA DENTATA	3	28	29+7.65	58.7 RT	YES					YES
490	HACKBERRY	CELTIS OCCIDENTALIS	2	3	29+0.92	59.7 RT	YES					YES
49	PARSLEY -HAWTHORNE	CRAEGEUS MARSHALLII	7	54	30+96.63	25. RT	YES		YES		4	
492	BLACKGUM	NYSSA SYLVATICA var	5	79	30+97.32	23.2 RT	YES		YES		2	
493	LAUREL OAK	QUERCUS LAURIFOLIA	7	908	30+96.5	24.4 RT	YES		YES		6	
494	HACKBERRY	CELTIS OCCIDENTALIS	3	28	31+02.62	24.9 RT	YES		YES		0	
495	HACKBERRY	CELTIS OCCIDENTALIS	5	79	31+02.46	24.0 RT	YES		YES		2	
496	BLACKGUM	NYSSA SYLVATICA var	6	3	30+95.50	30.7 RT	YES		YES		2	
497	LAUREL OAK	QUERCUS LAURIFOLIA	2	3	30+95.3	30.2 RT	YES		YES		0	
498	BLACKGUM	NYSSA SYLVATICA var	3	28	30+92.78	26.2 RT	YES		YES		0	
499	LAUREL OAK	QUERCUS LAURIFOLIA	2	3	30+92.27	25.7 RT	YES		YES		0	
500	CYPRESS	TAXODIUM SPP.	2	3	30+91.05	26.5 RT	YES		YES		0	

**NOTES:**

- \* 1 INCH OF TREE DIAMETER AT 5 FEET ABOVE GROUND (DBH) IS EQUAL TO 1 FOOT OF CANOPY RADIUS FOR THE CALCULATION OF CANOPY AREA (PI \* RADIUS SQUARED). THIS NUMBER IS NOT PHYSICALLY MEASURED.
- \*\* PROTECTED TREES INCLUDE ALL TREES WITHIN A WETLAND AND ALL TREES WITH A DBH OF 18 INCHES OR GREATER.
- \*\*\* TREES WHERE BRANCHES OVERHANG LIMITS OF CLEARING.

REVISIONS DATE DESCRIPTION DATE DESCRIPTION				JUDITH W. HAYDEN, P.E. P.E. NO.: 43976 Environmental & Geotechnical Specialists, Inc. <b>EGS</b> 3154 Eliza Road Tallahassee, Florida 32308 Office: (850) 385-1253 Fax: (850) 385-6050 Certificate of Authorization: 6222		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. COUNTY FINANCIAL PROJECT ID CR 2192 LEON 413491-1-52-01		TREE SURVEY SHEET NO. TR-12	
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NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6805-23.003, F.A.C.

**TABLE 1  
TREE INDEX CHART**

TREE TAG NO.	COMMON NAME	BOTANICAL NAME	DBH (INCHES)	CANOPY AREA * (SQ. FT.) (CPZ)	SURVEY BASELINE STATION	OFFSET (FEET)	PROTECTED TREE **	TREE TRIMMING ***	CUT AT BASE	REMOVED	DEBIT	TREES TO BE PROTECTED
50	C-PRESS	TAXUS SPA.	3	7	30+86.8	26.4 RT	YES			YES	2	
502	BLACKGUM	NYSSA SYLVATICA var	4	50	30+92.52	36.9 RT	YES		YES		2	
503	BLACKGUM	NYSSA SYLVATICA var	2	3	30+99.52	44.9 RT	YES		YES		0	
504	BLACKGUM	NYSSA SYLVATICA var	4	20	30+98.22	42.9 RT	YES		YES		4	
505	BLACKGUM	NYSSA SYLVATICA var	2	3	30+94.99	44.7 RT	YES		YES		0	
506	CHERRY	PRUNUS CAROLINIANA	2	7	3+403.46	45.4 RT	YES		YES		0	
507	SWEETGUM	LIGUSTRUM STRACONFLUA	7	380	3+403.49	43.9 RT	YES		YES		4	
508	HACKBERRY	CELTIS OCCIDENTALIS	4	50	3+405.86	49.8 RT	YES		YES		2	
509	SWEETGUM	LIGUSTRUM STRACONFLUA	4	64	3+401.73	52.5 RT	YES		YES		6	
510	SWEETGUM	LIGUSTRUM STRACONFLUA	5	707	3+403.24	54.7 RT	YES		YES		6	
511	SWEETGUM	LIGUSTRUM STRACONFLUA	7	54	3+406.26	29.5 RT	YES		YES		4	
512	HACKBERRY	CELTIS OCCIDENTALIS	5	79	3+41.37	36.7 RT	YES		YES		2	
513	HACKBERRY	CELTIS OCCIDENTALIS	8	20	3+41.83	35.2 RT	YES		YES		4	
514	BLACKGUM (DEAD)	NYSSA SYLVATICA var	0	112	3+41.83	35.9 RT	DEAD			DEAD	DEAD	DEAD
515	BAY	PERSEA SPA.	3	25	3+41.62	37.4 RT	YES		YES		0	
516	SWEETGUM	LIGUSTRUM STRACONFLUA	7	54	3+31.56	52.3 RT	YES		YES		4	
517	HACKBERRY	CELTIS OCCIDENTALIS	2	3	3+51.72	53.8 RT	YES		YES		0	
518	HACKBERRY	CELTIS OCCIDENTALIS	4	50	3+41.36	53.6 RT	YES		YES		2	
519	HACKBERRY	CELTIS OCCIDENTALIS	2	3	3+41.12	63.4 RT	YES		YES		0	
520	HACKBERRY	CELTIS OCCIDENTALIS	4	50	3+404.26	71.5 RT	YES	YES			2	
521	SWEETGUM	LIGUSTRUM STRACONFLUA	2	152	3+401.30	68.9 RT	YES	YES			4	
522	HACKBERRY	CELTIS OCCIDENTALIS	3	29	30+39.40	69.7 RT	YES	YES			0	
523	SWEETGUM	LIGUSTRUM STRACONFLUA	5	75	3+405.69	65.0 RT	YES	YES			2	
524	PARSLEY -HAWTHORNE	CRAEGEUS MARSHALLI	2	7	30+89.99	65.6 RT	YES				0	YES
525	PARSLEY -HAWTHORNE	CRAEGEUS MARSHALLI	5	79	30+91.99	65.3 RT	YES				0	YES
526	PARSLEY -HAWTHORNE	CRAEGEUS MARSHALLI	3	36	30+93.24	53.7 RT	YES		YES		0	
527	HACKBERRY (DEAD)	CELTIS OCCIDENTALIS	0	114	3+401.25	53.3 RT	DEAD			DEAD	DEAD	DEAD
528	CHERRY	PRUNUS CAROLINIANA	5	79	3+401.73	52.2 RT	YES		YES		2	
529	SWEETGUM	LIGUSTRUM STRACONFLUA	3	404	30+98.58	81.3 RT	YES				0	YES
530	HACKBERRY	CELTIS OCCIDENTALIS	2	3	3+406.02	79.2 RT	YES		YES		0	YES
531	LAUREL OAK	QUERCUS LAURIFOLIA	2	3	3+406.20	79.5 RT	YES				0	YES
532	HACKBERRY	CELTIS OCCIDENTALIS	2	3	30+97.74	80.9 RT	YES				0	YES
533	WATER OAK	QUERCUS LAURIFOLIA	3	26	30+89.22	77.9 RT	YES				0	YES
534	WATER OAK	QUERCUS LAURIFOLIA	4	50	30+99.32	89.3 RT	YES				0	YES
535	HACKBERRY	CELTIS OCCIDENTALIS	2	3	3+401.12	86.5 RT	YES				0	YES
536	HACKBERRY	CELTIS OCCIDENTALIS	2	3	3+41.93	88.2 RT	YES				0	YES
537	HACKBERRY	CELTIS OCCIDENTALIS	3	26	3+45.47	86.2 RT	YES				0	YES
538	HACKBERRY	CELTIS OCCIDENTALIS	3	28	3+46.12	85.3 RT	YES				0	YES
539	BLACKGUM	NYSSA SYLVATICA var	6	20	3+405.36	86.4 RT	YES				0	YES
540	LAUREL OAK	QUERCUS LAURIFOLIA	6	3	3+31.83	83.9 RT	YES				0	YES
541	BAY	PERSEA SPA.	6	404	3+31.54	80.2 RT	YES				0	YES
542	PARSLEY -HAWTHORNE	CRAEGEUS MARSHALLI	5	79	3+31.47	77.9 RT	YES				0	YES
543	HACKBERRY	CELTIS OCCIDENTALIS	5	79	3+41.27	90.4 RT	YES				0	YES
544	HACKBERRY	CELTIS OCCIDENTALIS	2	3	3+31.6	91.5 RT	YES				0	YES
545	BLACKGUM	NYSSA SYLVATICA var	5	79	3+41.37	94.9 RT	YES				0	YES
546	SWEETGUM	LIGUSTRUM STRACONFLUA	2	325	30+81.56	102.2 RT	YES				0	YES
547	SWEETGUM	LIGUSTRUM STRACONFLUA	8	20	30+79.47	101.3 RT	YES				0	YES
548	BLACKGUM	NYSSA SYLVATICA var	9	71	30+95.32	97.4 RT	YES				0	YES
549	HACKBERRY	CELTIS OCCIDENTALIS	2	3	3+20.86	111.5 RT	YES				0	YES
550	HACKBERRY	CELTIS OCCIDENTALIS	2	3	3+20.36	107.5 RT	YES				0	YES

NOTES:

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- \*\*\* TREES WHERE BRANCHES OVERHANG LIMITS OF CLEARING.

REVISIONS				JURTH W. HAYDEN, P.E. P.E. NO.: 43976 Environmental & Geotechnical Specialists Inc. 3154 Euka Road Tallahassee, Florida 32308 Office: (904) 386-1263 Fax: (904) 385-8050 Certificate of Authorization: 0222	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. TR-13
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					CR 2192	LEON	413491-1-52-01	

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 605-22.003, F.A.C.

**TABLE 1  
TREE INDEX CHART**

TREE TAG NO.	COMMON NAME	BOTANICAL NAME	DBH (INCHES)	CANOPY AREA * (SQ. FT.) (CPZ)	SURVEY BASELINE STATION	OFFSET (FEET)	PROTECTED TREE **	TREE TRIMMING ***	CUT AT BASE	REMOVED	DEBIT	TREES TO BE PROTECTED
55	HACKBERRY	CELT S OCC DENTAL S	4	50	3 -20.06	83. RT	YES					YES
552	C-NA BERRY		5	79	3 +56.77	88.8 RT	YES					YES
553	SWEETGUM	L QU DAMBAR ST RAC FLUA	2	3	3 +52.26	9.3 RT	YES					YES
554	HACKBERRY	CELT S OCC DENTAL S	5	79	3 -50.15	94.9 RT	YES					YES
555	WAY MYRTLE	MYR CA CER FERA	2	3	3 +63.08	84.9 RT	YES					YES
556	WAY MYRTLE	MYR CA CER FERA	2	3	3 +51.13	84.7 RT	YES					YES
557	PARSLEY -AWT-ORNE	CRATAGEUS MARS-ALL	2	3	3 -48.72	83.6 RT	YES					YES
558	BA*	PERSEA SPP.	2	3	3 -41.54	79.7 RT	YES					YES
559	HACKBERRY	CELT S OCC DENTAL S	6	73	3 +32.43	79.8 RT	YES					YES
560	HACKBERRY	CELT S OCC DENTAL S	4	50	3 -32.30	79.1 RT	YES					YES
56	HACKBERRY	CELT S OCC DENTAL S	5	79	3 -22.73	73.6 RT	YES		YES		2	YES
562	WATER OAK	QUERCUS N GRA	7	54	3 -32.20	72.3 RT	YES		YES		4	YES
563	HACKBERRY	CELT S OCC DENTAL S	3	28	3 +44.37	71.0 RT	YES		YES		0	YES
564	HACKBERRY	CELT S OCC DENTAL S	5	79	3 -31.19	64.2 RT	YES		YES		2	YES
565	WATER OAK	QUERCUS N GRA	7	53	3 +33.67	60.4 RT	YES		YES		6	YES
566	HACKBERRY	CELT S OCC DENTAL S	5	79	3 -43.10	58.3 RT	YES		YES		2	YES
567	MAPLE	ACER SPP.	8	20	3 -53.88	47.7 RT	YES			YES	4	YES
568	HACKBERRY	CELT S OCC DENTAL S	2	3	3 -41.29	45.7 RT	YES			YES	0	YES
569	WATER OAK	QUERCUS N GRA	0	3.4	3 +38.15	47.3 RT	YES		YES		4	YES
570	HACKBERRY	CELT S OCC DENTAL S	3	28	3 -26.83	47.2 RT	YES		YES		0	YES
57	WATER OAK	QUERCUS N GRA	4	50	3 +31.27	34.6 RT	YES			YES	2	YES
572	LAUREL OAK	QUERCUS LAUR FOL 4	5	79	3 +28.04	29.9 RT	YES				2	YES
573	SWEETGUM	L QU DAMBAR ST RAC FLUA	3	25	3 +42.15	34.7 RT	YES				2	YES
574	WATER OAK	QUERCUS N GRA	4	50	3 +45.76	31. RT	YES				2	YES
575	HACKBERRY	CELT S OCC DENTAL S	4	50	3 -51.30	28.9 RT	YES				2	YES
576	HACKBERRY	CELT S OCC DENTAL S	6	73	3 +48.30	26.9 RT	YES				2	YES
577	HACKBERRY	CELT S OCC DENTAL S	2	3	3 -53.4	29.9 RT	YES				0	YES
578	HACKBERRY	CELT S OCC DENTAL S	4	50	3 -53.96	33.8 RT	YES				2	YES
579	SWEETGUM (DEAD)	L QU DAMBAR ST RAC FLUA	5	707	3 +57.05	31.8 RT	DEAD				DEAD	DEAD
580	HACKBERRY	CELT S OCC DENTAL S	3	28	3 -46.87	56.2 RT	YES		YES		0	YES
58	HACKBERRY	CELT S OCC DENTAL S	2	3	3 -78.93	47.6 RT	YES			YES	0	YES
582	HACKBERRY	CELT S OCC DENTAL S	5	79	3 -78.2	47.4 RT	YES			YES	2	YES
583	SWEETGUM	L QU DAMBAR ST RAC FLUA	2	452	3 +42.2	43.4 RT	YES				4	YES
584	HACKBERRY	CELT S OCC DENTAL S	7	54	3 +76.54	33.2 RT	YES				4	YES
585	HACKBERRY	CELT S OCC DENTAL S	3	28	3 -69.40	34.2 RT	YES				0	YES
586	HACKBERRY	CELT S OCC DENTAL S	4	50	3 -63.80	35.7 RT	YES				2	YES
587	HACKBERRY	CELT S OCC DENTAL S	3	28	3 -59.36	36.2 RT	YES				0	YES
588	HACKBERRY	CELT S OCC DENTAL S	6	73	3 +65.15	31.5 RT	YES				2	YES
589	HACKBERRY	CELT S OCC DENTAL S	4	50	3 +85.26	33.5 RT	YES				2	YES
590	HACKBERRY	CELT S OCC DENTAL S	5	79	3 -84.58	31.5 RT	YES				2	YES
59	HACKBERRY	CELT S OCC DENTAL S	2	3	3 -89.59	30.8 RT	YES				0	YES
592	HACKBERRY	CELT S OCC DENTAL S	3	28	3 -92.54	31. RT	YES				0	YES
593	HACKBERRY	CELT S OCC DENTAL S	3	28	3 -97.68	43.8 RT	YES				0	YES
594	SWEETGUM	L QU DAMBAR ST RAC FLUA	4	6.6	3 +99.15	29.5 RT	YES				6	YES
595	WATER OAK	QUERCUS N GRA	2	3	3240.100	26.7 RT	YES				0	YES
596	HACKBERRY	CELT S OCC DENTAL S	4	50	3 -97.04	24.2 RT	YES				0	YES
597	MAGNOLIA	MAGNOLIA SPP.	23	662	32403.23	28.3 RT	YES				8	YES
598	WATER OAK	QUERCUS N GRA	4	50	32405.1	24. RT	YES				2	YES
599	BLACKGUM	NYSSA SYLVATA CA var	2	3	32405.39	27.4 RT	YES				0	YES
600	HACKBERRY	CELT S OCC DENTAL S	2	3	3 -89.53	34.2 RT	YES				0	YES

**NOTES:**

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- \*\*\* TREES WHERE BRANCHES OVERHANG LIMITS OF CLEARING.

REVISIONS DATE DESCRIPTION DATE DESCRIPTION				JUDITH N. HAYDEN, P.E. P.E. NO.: 43976 Environmental & Geotechnical Specialists, Inc. <b>EGS</b> 3154 Elzre Road Tallahassee, Florida 32308 Office: (850) 396-1252 Fax: (850) 385-8050 Certificate of Authorization: 6222		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. COUNTY FINANCIAL PROJECT ID CR 2192 LEON 413491-1-52-01		TREE SURVEY SHEET NO. TR-14	
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NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6005-23.003, F.A.C.

**TABLE 1  
TREE INDEX CHART**

TREE TAG NO.	COMMON NAME	BOTANICAL NAME	DBH (INCHES)	CANOPY AREA * (SQ. FT.) (CPZ)	SURVEY BASELINE STATION	OFFSET (FEET)	PROTECTED TREE **	TREE TRIMMING ***	CUT AT BASE	REMOVED	DEBIT	TREES TO BE PROTECTED
60	BLACKGUM	NYSSA SPICATA VA VOT	2	492	3+49.27	59.4 RT	YES		YES		4	
602	HACKBERRY	CELTIS OCCIDENTALIS	5	79	3+79.08	63.3 RT	YES		YES		0	
603	SWEETGUM	LIGU DAMBAR STRAL FLUA	7	54	3+88.48	67.6 RT	YES					YES
604	SPRUCE PINE	PINUS GLABERA	9	254	3+99.73	75.0 RT	YES					YES
605	WATER OAK	QUERCUS V. GRA	9	34	3+43.65	79. RT	YES		YES		4	
606	WATER OAK	QUERCUS V. GRA	3	28	3+45.20	75.6 RT	YES	YES			0	
607	HACKBERRY	CELTIS OCCIDENTALIS	5	79	3+44.49	82.7 RT	YES					YES
608	HULLY	LLEX SPP.	3	28	3+27.36	86.7 RT	YES					YES
609	OAK (DEAD)	QUERCUS ALBA	27	2290	3+98.26	93.2 RT	DEAD				DEAD	DEAD
610	HICKORY	CARYA SPP.	2	3	32+0.70	92.0 RT	YES					YES
61	HICKORY	CARYA SPP.	5	79	32+0.33	80.5 RT	YES					YES
612	HICKORY	CARYA SPP.	5	79	32+1.24	78.2 RT	YES					YES
613	SPRUCE PINE	PINUS GLABERA	4	50	3+45.4	83.7 RT	YES					YES
614	HACKBERRY	CELTIS OCCIDENTALIS	2	3	3+49.70	79.8 RT	YES					YES
615	BLACKGUM	NYSSA SPICATA VA VOT	5	707	32+06.94	56.6 RT	YES					YES
616	SPRUCE PINE	PINUS GLABERA	2	3	32+03.53	52. RT	YES					YES
617	HACKBERRY	CELTIS OCCIDENTALIS	2	3	32+5.54	52.7 RT	YES					YES
618	HICKORY	CARYA SPP.	5	79	32+2.98	44.5 RT				YES	2	
619	SWEETGUM	LIGU DAMBAR STRAL FLUA	6	5	32+9.64	28.7 RT			YES	2		
620	SWEETGUM	LIGU DAMBAR STRAL FLUA	3	20	32+9.83	29.6 RT			YES	4		
62	LAUREL	QUERCUS LAURIFOLIA	8	20	32+20.30	23.7 RT			YES	4		
622	HICKORY	CARYA SPP.	4	380	32+28.10	35.7 RT			YES	4		
623	HICKORY	CARYA SPP.	4	3	32+28.75	25.3 RT			YES	2		
624	SPRUCE PINE	PINUS GLABERA	4	50	32+35.36	26.9 RT			YES	2		
625	BA	PERSEA SPP.	3	28	32+4.7	27.8 RT			YES	0		
626	BA	PERSEA SPP.	2	7	32+39.49	1.1 RT			YES	0		
627	BA	PERSEA SPP.	3	28	32+38.79	14.4 RT			YES	0		
628	HICKORY	CARYA SPP.	2	3	32+45.03	34.4 RT			YES	0		
629	LIVE OAK	QUERCUS V. R. V. AMA	23	662	32+49.82	23.0 RT	YES			YES	8	
630	BLACKGUM	NYSSA SPICATA VA VOT	4	66	32+50.43	24.4 RT			YES	6		
631	LIVE OAK	QUERCUS V. R. V. AMA	8	68	32+54.77	30.0 RT	YES			YES	4	
632	HICKORY	CARYA SPP.	4	50	32+5.86	32.5 RT			YES	2		
633	HICKORY	CARYA SPP.	4	66	32+50.40	45.4 RT						YES
634	HICKORY	CARYA SPP.	5	79	32+5.93	39.3 RT						YES
635	HICKORY	CARYA SPP.	4	50	32+40.37	52.5 RT						YES
636	HICKORY	CARYA SPP.	4	50	32+37.92	45.8 RT						YES
637	LAUREL	QUERCUS LAURIFOLIA	2	385	32+36.54	56.6 RT	YES					YES
638	SWEETGUM	LIGU DAMBAR STRAL FLUA	3	20	32+29.98	63.0 RT						YES
639	CHESTNUT OAK	CASTANEA DEORATA	8	68	32+24.37	57. RT	YES					YES
640	HOLLY	LLEX SPP.	4	3	32+27.40	76.8 RT						YES
641	HOLLY	LLEX SPP.	4	50	32+26.67	79.5 RT						YES
642	SPRUCE PINE	PINUS GLABERA	3	25	32+25.36	82.2 RT						YES
643	HACKBERRY	CELTIS OCCIDENTALIS	3	28	32+5.78	76.3 RT						YES
644	WATER OAK	QUERCUS V. GRA	4	50	32+5.39	79.5 RT						YES
645	HICKORY	CARYA SPP.	5	79	32+26.53	89.0 RT						YES
646	BLACKGUM	NYSSA SPICATA VA VOT	3	25	32+4.24	97.0 RT						YES
647	HICKORY	CARYA SPP.	4	50	32+30.2	32.9 RT						YES
648	HICKORY	CARYA SPP.	2	3	32+35.03	0.3 RT						YES
649	HOLLY	LLEX SPP.	3	28	32+36.79	98.4 RT						YES
650	HOLLY	LLEX SPP.	5	79	32+39.07	37.4 RT						YES

NOTES:

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- \*\* PROTECTED TREES INCLUDE ALL TREES WITHIN A WETLAND AND ALL TREES WITH A DBH OF 18 INCHES OR GREATER.
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REVISIONS				NORTH M. HAYTER, P.E. P.E. NO.: 43976 Environmental & Geotechnical Specialists, Inc. <b>EGS</b> 3154 Eliza Road Tallahassee, Florida 32305 Office: (850) 386-1253 Fax: (850) 385-8050 Certificate of Authorization: 6222	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			<b>TREE SURVEY</b>	SHEET NO. TR-15
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 2192	LEON	413491-1-52-01		

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**TABLE 1  
TREE INDEX CHART**

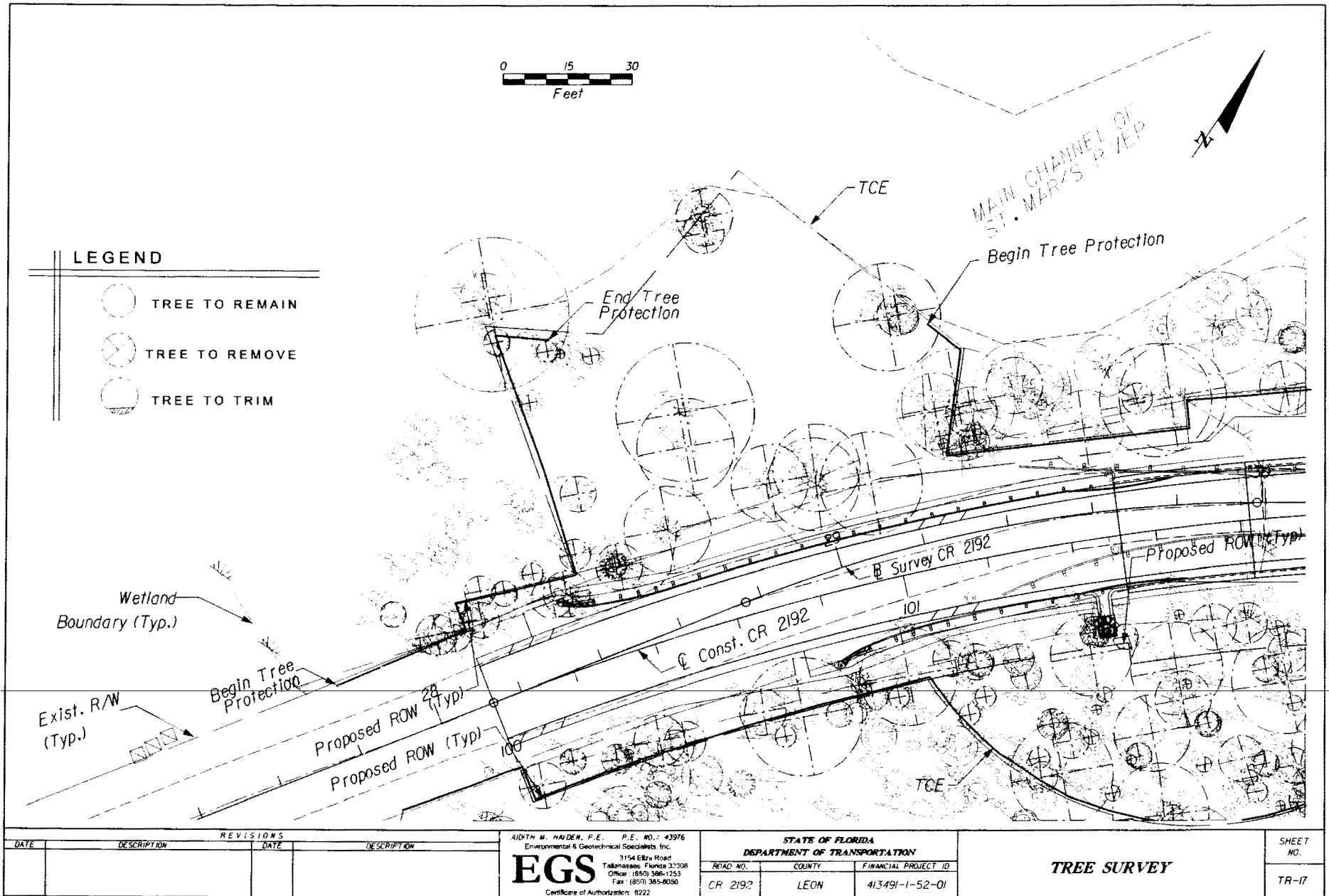
TREE TAG NO.	COMMON NAME	BOTANICAL NAME	DBH (INCHES)	CANOPY AREA * (SQ. FT.) (CPZ)	SURVEY BASELINE STATION	OFFSET (FEET)	PROTECTED TREE **	TREE TRIMMING ***	CUT AT BASE	REMOVED	DEBIT	TREES TO BE PROTECTED
65	HICKORY	CARYA SPP.	5	79	32+5.86	88.5 RT						YES
652	HICKORY	CARYA SPP.	6	3	32+35.08	74.2 RT						YES
653	LIVE OAK	QUERCUS VIRGINIANA	32	327	32+68.6	88.6 RT	YES					YES
654	HOLLY	LLEY SPP.	4	50	32+63.2	84. RT						YES
655	HOLLY	LLEY SPP.	2	3	32+63.66	84.0 RT						YES
656	HICKORY	CARYA SPP.	4	50	32+56.94	95.2 RT						YES
657	HOLLY	LLEY SPP.	2	3	32+58.38	8.3 RT						YES
658	HOLLY	LLEY SPP.	4	50	32+79.90	73.9 RT						YES
659	HICKORY	CARYA SPP.	4	6.6	32+78.7	73.4 RT						YES
660	HOLLY	LLEY SPP.	6	3	32+8.54	68.6 RT						YES
661	HICKORY	CARYA SPP.	4	50	33+00.24	56.4 RT						YES
662	LAUREL	QUERCUS LAURIFOLIA	2	3	33+04.1	56. RT						YES
663	HICKORY	CARYA SPP.	4	50	33+04.87	53.6 RT						YES
664	HICKORY	CARYA SPP.	4	50	33+02.02	43.5 RT						YES
665	HICKORY	CARYA SPP.	3	28	32+94.66	5.6 RT						YES
666	HICKORY	CARYA SPP.	5	79	32+89.37	50. RT						YES
667	HICKORY	CARYA SPP.	24	80	32+75.35	5. RT	YES					YES
668	WATER OAK	QUERCUS NIGRA	4	50	32+73.07	44.8 RT						YES
669	WATER OAK	QUERCUS NIGRA	5	79	32+8.9	4.3 RT						YES
670	WATER OAK	QUERCUS NIGRA	3	28	32+84.76	35.3 RT						YES
67	SWEETGUM	LIGUSTRUM STRYRACIFLUA	2	452	32+84.49	29.6 RT	YES			YES	4	
672	HICKORY	CARYA SPP.	7	54	32+86.37	29.0 RT	YES			YES	4	
673	HICKORY	CARYA SPP.	3	28	32+87.6	26.4 RT	YES			YES	0	
674	HICKORY	CARYA SPP.	2	3	32+78.6	34.5 RT						YES
675	HICKORY	CARYA SPP.	5	79	32+95.75	28.2 RT						YES
676	HOLLY	LLEY SPP.	2	3	33+06.02	32.4 RT						YES
677	SPARKLEBERRY	VACCINIUM ARBOREUM	3	28	33+03.55	33.8 RT						YES
678	SPARKLEBERRY	VACCINIUM ARBOREUM	2	3	33+3.4	33.5 RT						YES
679	SPRUCE PINE	PINUS SLABERA		380	33+5.58	29.9 RT						YES
680	SPARKLEBERRY	VACCINIUM ARBOREUM	2	3	33+8.20	27.7 RT						YES
681	HOLLY	LLEY SPP.	3	28	33+5.44	23.9 RT						YES
682	LAUREL	QUERCUS LAURIFOLIA	6	3	33+5.39	5. RT	YES			YES	2	
683	LAUREL	QUERCUS LAURIFOLIA	3	28	33+2.84	6.0 RT	YES			YES	0	
684	SPARKLEBERRY	VACCINIUM ARBOREUM	2	3	32+8.85	20.9 RT	YES			YES	0	
685	HICKORY	CARYA SPP.	2	3	32+62.90	67.5 RT						YES
686	HICKORY	CARYA SPP.	2	3	32+59.56	50.0 RT						YES
687	WAX MYRTLE	MYRTICA CERIFERA	2	3	32+5.39	62.6 RT						YES
688	SHORTLEAF PINE	PINUS ECHINATA		380	32+48.50	66.9 RT						YES
689	SWEETGUM (DEAD)	LIGUSTRUM STRYRACIFLUA	2	452	32+00.66	8. RT	DEAD				DEAD	DEAD
690	LIVE OAK	QUERCUS VIRGINIANA	33	342	3+97.27	4.9 LT	YES	YES			6****	
TOTAL NUMBER OF TREES								23	93	244	--	--
TOTAL POINTS								852	N/A			

NOTES:

- \* 1 INCH OF TREE DIAMETER AT 5 FEET ABOVE GROUND (DBH) IS EQUAL TO 1 FOOT OF CANOPY RADIUS FOR THE CALCULATION OF CANOPY AREA (PI \* RADIUS SQUARED). THIS NUMBER IS NOT PHYSICALLY MEASURED.
- \*\* PROTECTED TREES INCLUDE ALL TREES WITHIN A WETLAND AND ALL TREES WITH A DBH OF 18 INCHES OR GREATER.
- \*\*\* TREES WHERE BRANCHES OVERHANG LIMITS OF CLEARING.
- \*\*\*\* TREE IS BEING TRIMMED AND RECEIVING TRUNK PROTECTION AND CONSIDERED A 'TECHNICAL DEBIT' BUT IS NOT BEING REMOVED.

REVISIONS				JUDITH M. HAYDEN, P.E. P.E. NO.: 43976 Environmental & Geotechnical Specialists, Inc. <b>EGS</b> 3154 Eliza Road Tallahassee, Florida 32306 Office: (850) 385-7253 Fax: (850) 385-8050 Certificate of Authorization: 6222	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. TR-16
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
				CR 2192	LEON	413491-1-52-01	TREE SURVEY	

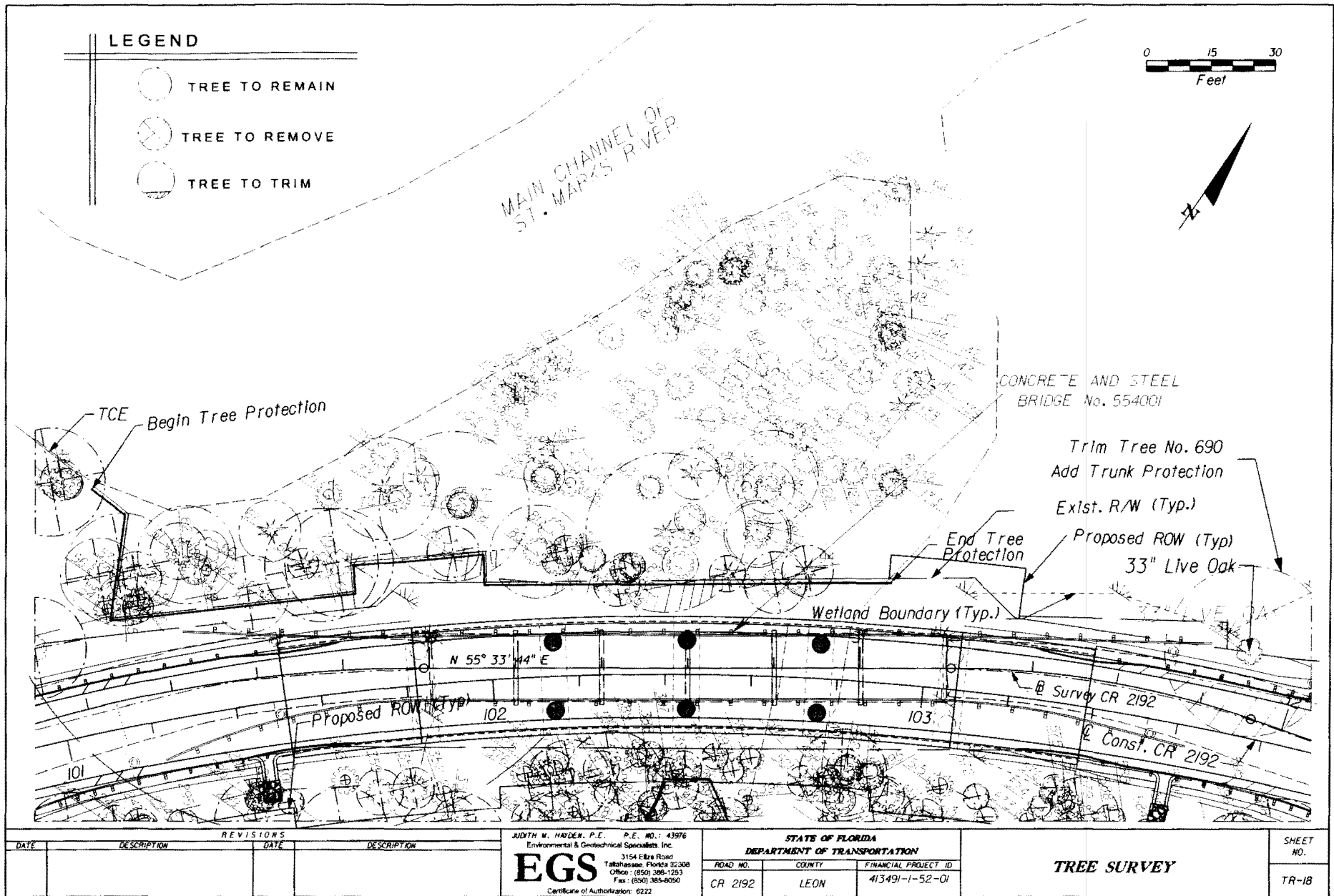
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REVISIONS		REVISIONS		RICHARD W. HAYDEN, P.E. P.E. NO.: 43976 Environmental & Geotechnical Specialists, Inc. <b>EGS</b> 3154 E. 24th Road Tallahassee, Florida 32308 Office: (850) 366-1253 Fax: (850) 365-8050 Certificate of Authorization: 8222	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			<b>TREE SURVEY</b>	SHEET NO. TR-17
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 2192	LEON	413491-1-52-01		

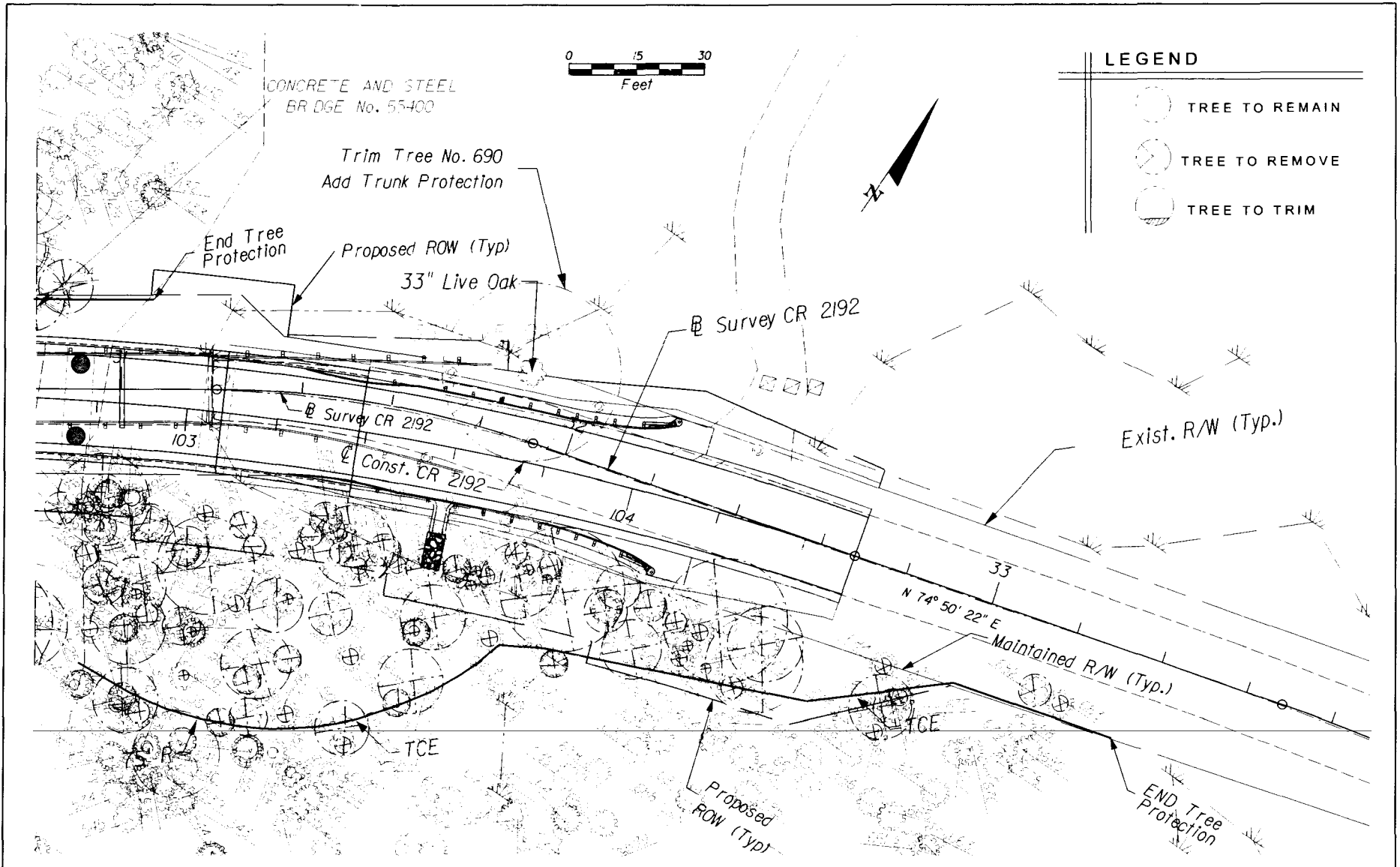


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REVISIONS		DATE	DESCRIPTION
DATE	DESCRIPTION		

JUDITH M. HAYDEN, P.E. P.E. NO.: 43976 Environmental & Geotechnical Specialists, Inc. <b>EGS</b> 3154 Eliza Road Tallahassee, Florida 32308 Office: (850) 385-1233 Fax: (850) 385-8050 Certificate of Authorization: 0222		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		<b>TREE SURVEY</b>	SHEET NO.  TR-18
ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
CR 2192	LEON	413491-1-52-01			

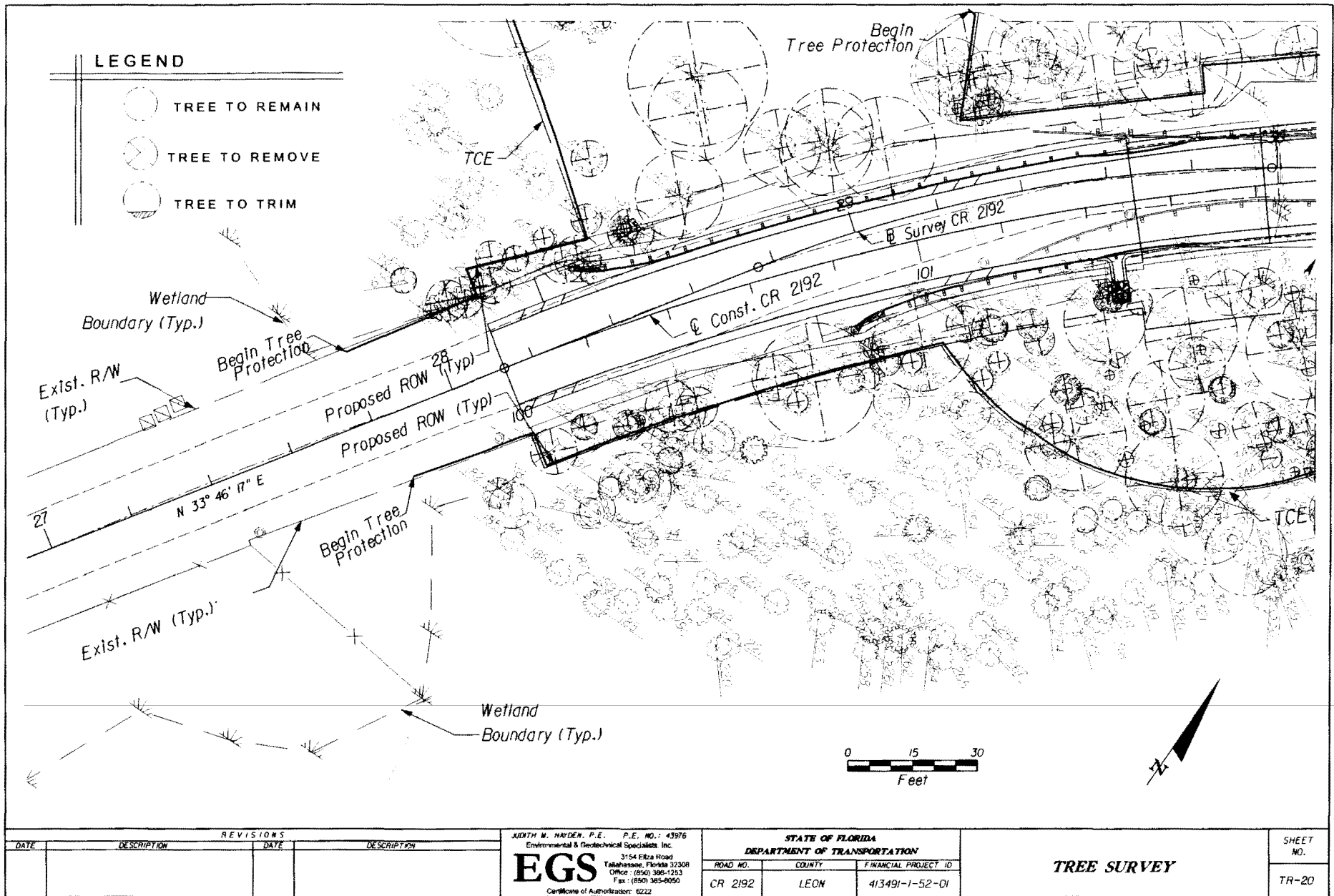


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REVISIONS				JUDITH W. HAYDEN, P.E. P.E. NO.: 43775 Environmental & Geotechnical Specialists, Inc. <b>EGS</b> Certificate of Authorization: 6222	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		<b>TREE SURVEY</b>	SHEET NO. TR-19
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY		
					CR-2192	LEON	413491-1-52-01	

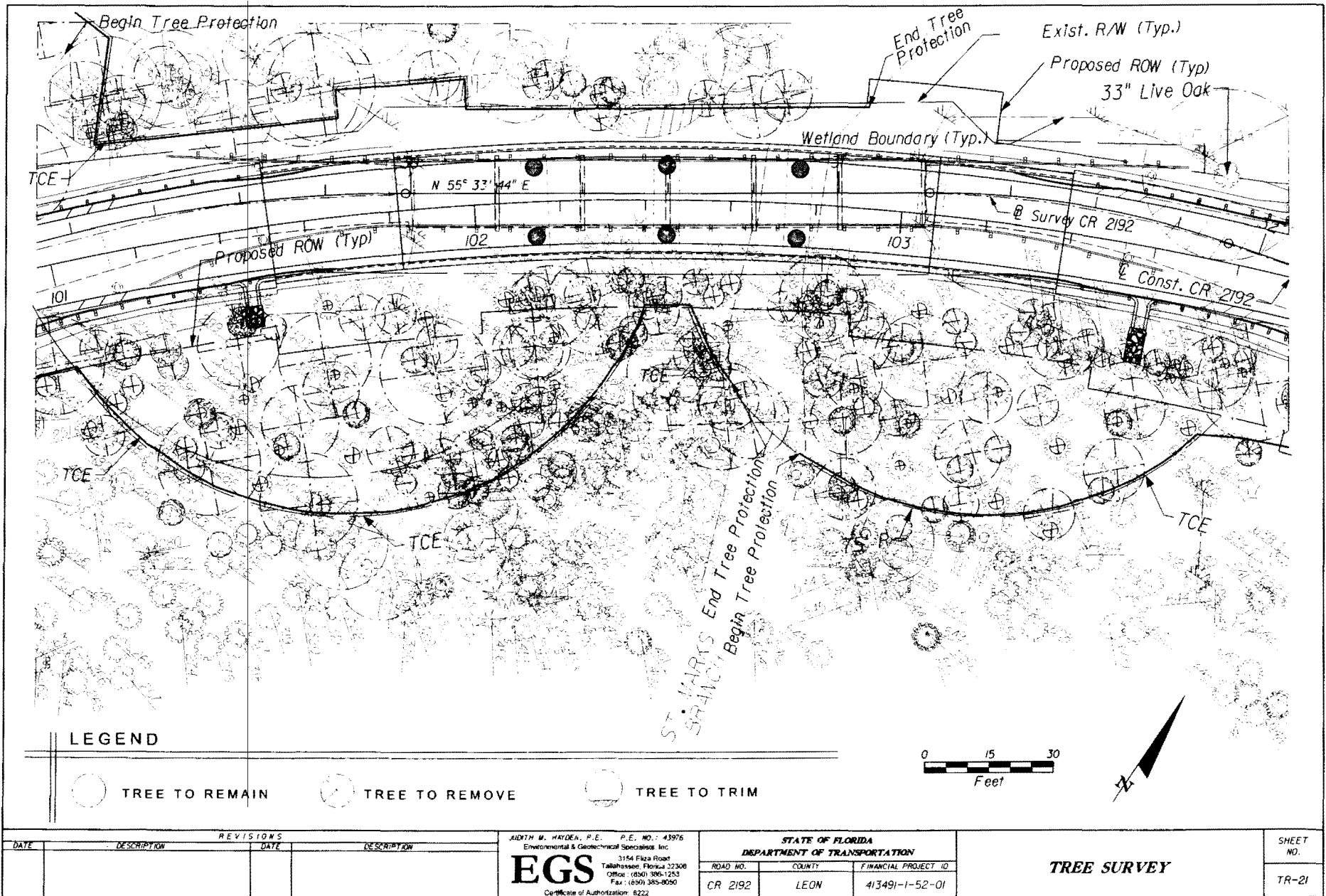




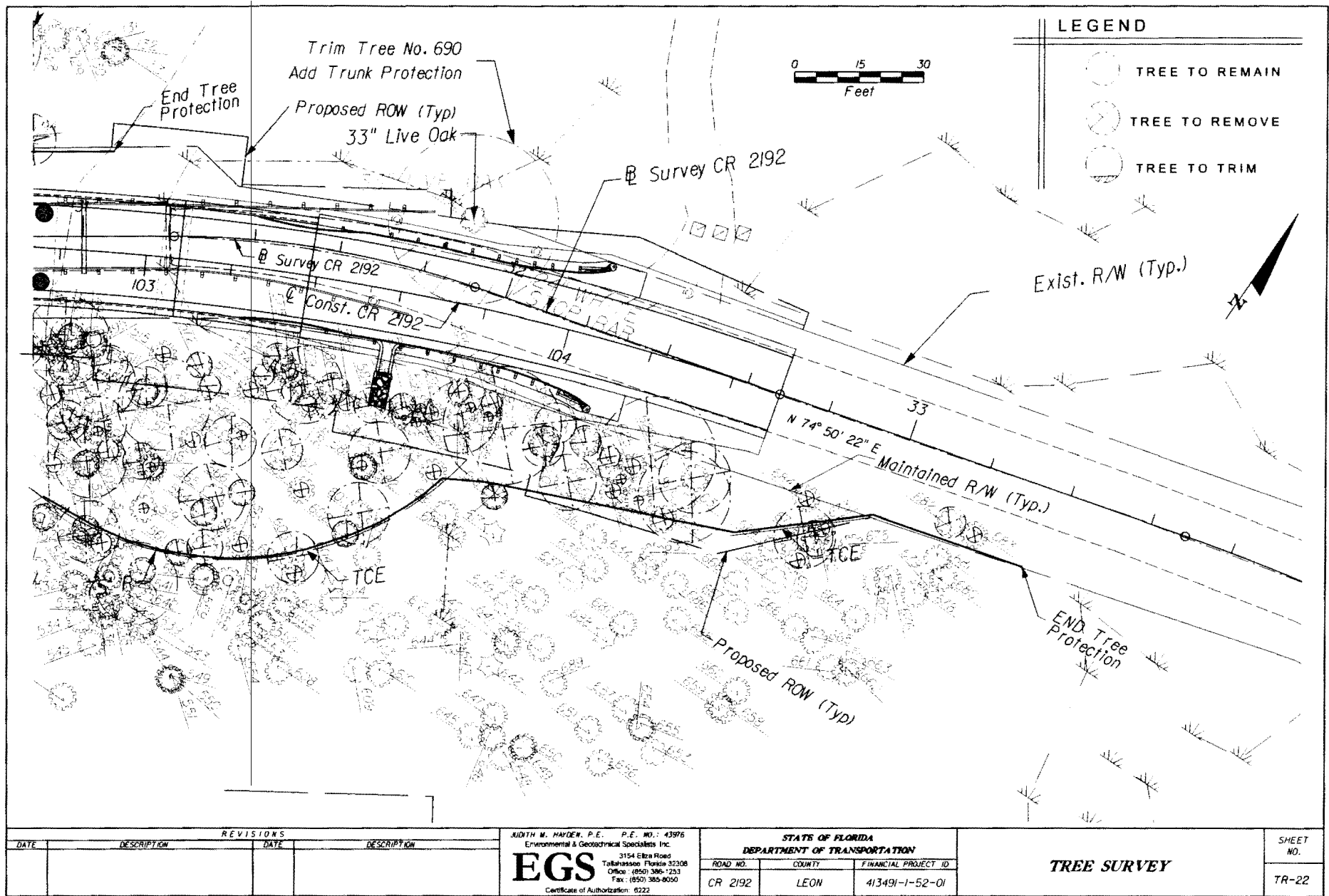
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REVISIONS		REVISIONS		JUDITH M. HAYDEN, P.E. P.E. NO.: 43976 Environmental & Geotechnical Specialists, Inc. <b>EGS</b> 3154 Eliza Road Tallahassee, Florida 32308 Office: (850) 385-1233 Fax: (850) 385-8050 Certificate of Authorization: 0222	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			<b>TREE SURVEY</b>	SHEET NO. TR-20
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 2192	LEON	413491-1-52-01		



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LEGEND	
	TREE TO REMAIN
	TREE TO REMOVE
	TREE TO TRIM

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JUDITH M. HAYDEN, P.E. P.E. NO.: 43976  
 Environmental & Geotechnical Specialists Inc.  
**EGS**  
 3154 Eliza Road  
 Tallahassee Florida 32308  
 Office: (850) 385-7253  
 Fax: (850) 385-8050  
 Certificate of Authorization: 0222

STATS OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 2192	LEON	413491-1-52-01

TREE SURVEY	
SHEET NO.	TR-22

INDEX OF STRUCTURE PLANS

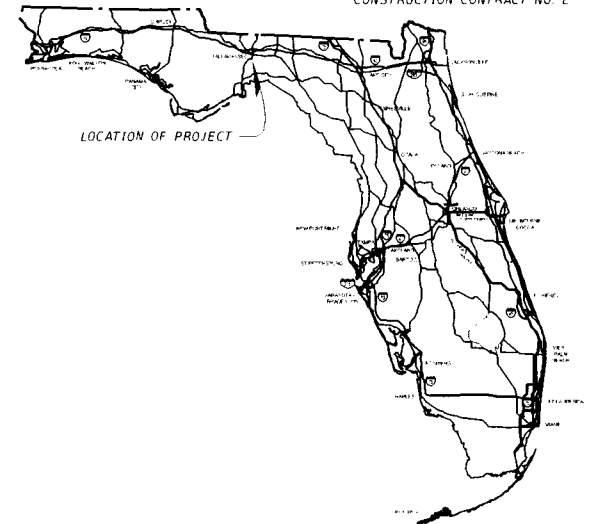
SHEET NO.	SHEET DESCRIPTION
B- 1	BRIDGE KEY SHEET
B1- 1	GENERAL NOTES (1 OF 2)
B1- 2	GENERAL NOTES (2 OF 2)
B1- 3	PLAN AND ELEVATION
B1- 4	BRIDGE HYDRAULIC RECOMMENDATIONS
B1- 5	REPORT OF CORE BORINGS (1 OF 8)
B1- 6	REPORT OF CORE BORINGS (2 OF 8)
B1- 7	REPORT OF CORE BORINGS (3 OF 8)
B1- 8	REPORT OF CORE BORINGS (4 OF 8)
B1- 9	REPORT OF CORE BORINGS (5 OF 8)
B1-10	REPORT OF CORE BORINGS (6 OF 8)
B1-11	REPORT OF CORE BORINGS (7 OF 8)
B1-12	REPORT OF CORE BORINGS (8 OF 8)
B1-13	FOUNDATION LAYOUT
B1-14	PIPE PILE DATA TABLE AND NOTES
B1-15	END BENT 1
B1-16	END BENT 5
B1-17	END BENT DETAILS (1 OF 2)
B1-18	END BENT DETAILS (2 OF 2)
B1-19	INTERMEDIATE BENTS 2, 3, & 4
B1-20	INTERMEDIATE BENT DETAILS
B1-21	TYPICAL SECTION
B1-22	FINISH GRADE ELEVATIONS
B1-23	SUPERSTRUCTURE PLAN
B1-24	SUPERSTRUCTURE DETAILS
B1-25	EXPANSION JOINT DETAILS
B1-26	APPROACH SLAB
B1-27	RUBBLE RIPRAP (1 OF 2)
B1-28	RUBBLE RIPRAP (2 OF 2)
B1-29	REINFORCING BAR LIST
B1-30	LOAD RATING SUMMARY

REVISIONS:

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS  
FINANCIAL PROJECT ID 413491-1-52-01  
LEON COUNTY (55030)  
ROAD NO. 2192  
STRUCTURE PLANS

FDOT PROJECT MANAGER: DONALD ROGERS, P.E.



STRUCTURE SHOP DRAWINGS  
TO BE SUBMITTED TO:

CHARLES F. CRAYCRAFT  
FL P.E. NO. 37131  
H.W. LOCHNER, INC.  
2940 EAST PARK AVENUE,  
SUITE 200  
TALLAHASSEE, FL 32301  
TELEPHONE: (850) 656-9027

PLANS PREPARED BY:

H.W. LOCHNER, INC.  
2940 EAST PARK AVENUE,  
SUITE 200  
TALLAHASSEE, FL 32301  
TELEPHONE: (850) 656-9027  
CONTRACT NUMBER C-88B1  
VENDOR NUMBER VF 36233881101  
FBPR CERTIFICATE OF  
AUTHORIZATION NO. 894

NOTE: THE SCALE OF THESE PLANS MAY  
HAVE CHANGED DUE TO REPRODUCTION.

KEY SHEET REVISIONS		
DATE	BY	DESCRIPTION

Replace bridge on Natural Bridge Road  
over Branch of St. Marks River

STRUCTURE PLANS  
ENGINEER OF RECORD: CHARLES F. CRAYCRAFT  
P.E. NO. 37131

FISCAL YEAR	SHEET NO.
14	B-1

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**GENERAL SPECIFICATIONS:**

FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2011 EDITION AND SUPPLEMENTS THERETO, AS AMENDED BY CONTRACT DOCUMENTS.

**DESIGN SPECIFICATIONS:**

FDOT STRUCTURES MANUAL DATED JANUARY 2011 AND SUBSEQUENT STRUCTURE DESIGN BULLETINS.  
AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) LOAD AND RESISTANCE FACTOR (LRF) BRIDGE DESIGN SPECIFICATIONS, 5TH EDITION AND ALL SUBSEQUENT INTERIMS.  
FOOT PLANS PREPARATION MANUAL DATED JANUARY 2011.

**DESIGN METHOD:**

ALL ELEMENTS ARE DESIGNED USING THE LOAD RESISTANCE FACTOR DESIGN METHOD (LRFD).

**UTILITIES:**

NO ALLOWANCE FOR ADDITIONAL UTILITY LOADS HAS BEEN INCLUDED IN THE DESIGN.

**DESIGN LOADS:**

DEAD LOADS:  
UNIT WEIGHT OF REINFORCED CONCRETE: 150 PCF  
UNIT WEIGHT OF SOIL: 115 PCF  
TRAFFIC RAILING BARRIERS (CORRAL-SHAPE): 460 PLF  
FUTURE WEARING SURFACE: 0 PSF

LIVE LOADS:  
HL-93

**EARTHQUAKE:**

NO DETAILED SEISMIC ANALYSIS IS REQUIRED FOR THIS TYPE OF BRIDGE IN FLORIDA ACCORDING TO STRUCTURES DESIGN GUIDELINES SECTION 2.3.1.

**TEMPERATURE RANGE BY SUPERSTRUCTURE MATERIAL:**

SUPERSTRUCTURE MATERIAL	TEMPERATURE RANGE (DEGREES FAHRENHEIT)			
	MEAN	HIGH	LOW	RANGE
CONCRETE	70	105	35	70

**PLAN DIMENSIONS:**

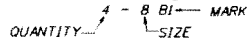
ALL DIMENSIONS IN THESE PLANS ARE MEASURED IN FEET EITHER HORIZONTALLY OR VERTICALLY UNLESS OTHERWISE NOTED. DECK JOINT OPENINGS ARE GIVEN FOR A MEAN TEMPERATURE OF 70°F.

**REINFORCING STEEL:**

ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60

ALL DIMENSIONS PERTAINING TO LOCATION OF REINFORCING ARE TO CENTERLINE OF BARS EXCEPT WHERE CLEAR DIMENSION IS SHOWN TO FACE OF THE CONCRETE.

TYPICAL REINFORCING BARS ARE DESIGNATED THUS:



FOR STANDARD BAR BENDING DETAILS, SEE INDEX 21300.

**GENERAL NOTES**

**CONCRETE:**

CLASS	MINIMUM 28 DAY COMPRESSIVE STRENGTH (PSI)	LOCATION OF CONCRETE
II	f'c = 3400	CAST-IN-PLACE TRAFFIC RAILING BARRIER
II (BRIDGE DECK)	f'c = 4500	CAST-IN-PLACE SUPERSTRUCTURE (BRIDGE DECK AND APPROACH SLAB)
II	f'c = 3400	CAST-IN-PLACE SUBSTRUCTURE
IV (DRILLED SHAFT)	f'c = 4000	PIPE PILES (FILLED WITH CONCRETE)

ALL CONCRETE SHALL CONFORM WITH SECTION 346 OF THE STANDARD SPECIFICATIONS.

ALL EXPOSED EDGES AND CORNERS SHALL BE CHAMFERED IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.

CONSTRUCTION JOINTS WILL BE PERMITTED ONLY AT LOCATIONS INDICATED ON THE PLANS. ADDITIONAL CONSTRUCTION JOINTS OR ALTERATIONS TO THOSE SHOWN SHALL REQUIRE WRITTEN APPROVAL OF THE ENGINEER.

CONCRETE COVERS SHOWN IN THE PLANS DO NOT INCLUDE REINFORCEMENT PLACEMENT AND FABRICATION TOLERANCES UNLESS SHOWN AS "MINIMUM COVER". SEE FDOT STANDARD SPECIFICATIONS FOR ALLOWABLE REINFORCEMENT PLACEMENT TOLERANCES.

**SUPERSTRUCTURE (CAST-IN-PLACE):**

ALL TOP RIDING SURFACES WITH FORM LINERS INCLUDING APPROACH SLABS ----- 3/2"  
ALL EXTERNAL AND INTERNAL SURFACES (EXCEPT RIDING SURFACE) ----- 2"

**SUBSTRUCTURE (CAST-IN-PLACE):**

EXTERNAL SURFACES CAST AGAINST EARTH AND SURFACES IN WATER ----- 4"  
EXTERNAL SURFACES (FORMED) ----- 3"  
INTERNAL SURFACES (FORMED) ----- 3"

**STEEL PILING**

ENSURE STEEL PILING CONFORMS TO SECTIONS 455 AND 962 OF THE STANDARD SPECIFICATIONS.

**ENVIRONMENTAL CLASSIFICATION:**

SUBSTRUCTURE = SLIGHTLY AGGRESSIVE FOR CONCRETE  
SUBSTRUCTURE = MODERATELY AGGRESSIVE FOR STEEL  
SUPERSTRUCTURE = SLIGHTLY AGGRESSIVE FOR CONCRETE/STEEL

**SCREEDING DECK SLAB:**

SCREEDING THE RIDING SURFACE OF THE BRIDGE DECK AND APPROACH SLABS IS NOT ALLOWED TO ACHIEVE THE FINISH GRADE ELEVATIONS DUE TO THE USE OF AESTHETIC DECK FORMLINERS. ACCOUNT FOR THEORETICAL DEFLECTIONS DUE TO DECK SELF WEIGHT, DECK CASTING SEQUENCE, DECK FORMING SYSTEMS, CONSTRUCTION LOADS, OVERLAYS AND TEMPORARY SHORING, ETC. AS REQUIRED.

**JOINTS:**

SEE STANDARD INDEX 2110 FOR DETAILS.

**MAINTENANCE OF TRAFFIC:**

SEE THE ROADWAY PLANS FOR MAINTENANCE OF TRAFFIC.

**TRAFFIC RAILING BARRIER**

SEE STANDARD INDEX 424 FOR DETAILS.

**AESTHETIC DECK FORMLINERS**

AESTHETIC FORMLINERS WITH A MAXIMUM DEPTH OF 1" SHALL BE USED TO FORM THE TOP SURFACE OF THE DECK AND APPROACH SLABS TO MIMIC A WOODEN DECK. THE WIDTH OF THE "WOODEN" PLANK PATTERN SHALL BE 2 1/2" MINIMUM TO 6" MAXIMUM. CONTRACTOR SHALL SUBMIT FORMLINER SHOP DRAWINGS IN ACCORDANCE WITH THE SPECIFICATIONS.

**SIGNING AND SIGNALIZATION:**

SEE THE SIGNING AND SIGNALIZATION PLANS FOR DETAILS.

**PHASING OF WORK:**

CONSTRUCTION PHASING AND PROGRESSION OF WORK SHALL CONFORM WITH THE MOT PLANS LOCATED IN THE ROADWAY PLANS SET.

**ELEVATIONS:**

ELEVATIONS ARE IN ACCORDANCE TO THE NATIONAL GEODETIC VERTICAL DATUM NAVD 88.

**BRIDGE NAME / NUMBER:**

THE BRIDGE NAME ON THE TRAFFIC RAILING IS NOT REQUIRED. THE CONTRACTOR SHALL PLACE ONLY THE BRIDGE NUMBER AND DATE IN ACCORDANCE WITH THE TRAFFIC RAILING DESIGN STANDARDS

**UTILITY CONDUIT:**

SEE STANDARD INDEX 21210. USE ONE 4-INCH PVC CONDUIT PER RAILING INSTEAD OF TWO 2" PVC CONDUITS. USE EXPANSION FITTINGS AT THE BRIDGE RAILING JOINTS. USE TYPE B PULL BOXES. SEE SHEET 81-21 FOR CONDUIT LOCATIONS.

Bridge No. 554153

REVISIONS				DESCRIPTION	DATE	BY	DESCRIPTION	DRAWN BY: DCR 05-11	CHECKED BY: MWB 05-11	DESIGNED BY: RSP 05-11	CREATED BY: JIF 05-11	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	ROAD NO. CR 2192	COUNTY LEON	FINANCIAL PROJECT ID 413491-1-52-01	SHEET TITLE: GENERAL NOTES (1 OF 2)	PROJECT NAME: NATURAL BRIDGE ROAD OVER BRANCH OF ST. MARKS RIVER	REF. NO.
DATE	BY	DESCRIPTION	DATE															BY

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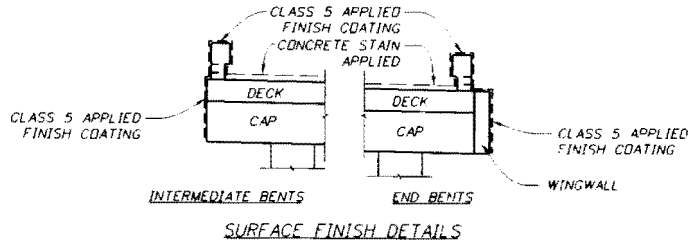
GENERAL NOTES

APPLIED FINISH COATING:

APPLY A CLASS 5 FINISH COATING TO ALL EXPOSED SURFACES (TOP, INSIDE, AND OUTSIDE) OF END BENT WING WALLS, TRAFFIC BARRIERS, DECK SLAB COPING, APPLY A CONCRETE STAIN TO THE DECK SURFACE AND APPROACH SLABS.

THE FINISH AND STAIN COLORS WILL BE AS FOLLOWS:

- DECK FEDERAL COLOR STANDARD NO. 595B, SHADE NO. 30219
- RAILING FEDERAL COLOR STANDARD NO. 595B, SHADE NO. 30070



BID ITEM NOTES:

FOR SUMMARY OF BRIDGE PAY ITEMS SEE ROADWAY PLANS.

FOR TRAFFIC CONTROL BID ITEM NOTES, SEE ROADWAY PLANS.

PAYMENT FOR INCIDENTAL ITEMS NOT SPECIFICALLY COVERED IN THE INDIVIDUAL BID ITEMS SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR THE BID ITEMS.

THE COST OF ALL LABOR AND MATERIAL REQUIRED FOR THE INSTALLATION OF ROOFING PAPER AND PREMOLED EXPANSION MATERIAL SHALL BE INCLUDED IN THE UNIT PRICE FOR PAY ITEM NO. 400-2-4, CLASS II CONCRETE (SUPERSTRUCTURE).

PAYMENT FOR REMOVAL AND DISPOSAL OF EXISTING BRIDGE NO. 554001 (1927 SF) SHALL BE PAID FOR UNDER ITEM NO. 110-3. BID ITEM NO. 110-3 SHALL INCLUDE REMOVAL OF THE ENTIRE SUPERSTRUCTURE, END BENTS, WINGWALLS, INTERMEDIATE BENTS AND APPROACH SLABS AND DELIVERY OF THE EXISTING BRIDGE CONCRETE DEBRIS TO THE SHELPER ROAD PIT.

COORDINATE THE DISPOSAL OF THE EXISTING BRIDGE CONCRETE DEBRIS WITH:

MIDWAY OPERATIONS CENTER  
GREG QUZTS, PE  
17 COMMERCE BLVD.  
MIDWAY, FL 32343  
(850) 922-7900

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DELIVER THE EXISTING BRIDGE CONCRETE DEBRIS TO THE SHELPER ROAD PIT.

THE COST OF ALL WORK ASSOCIATED WITH THE AESTHETIC DECK FORMLINERS, CONCRETE FINISH, AND STAIN IS TO BE INCLUDED IN PAY ITEM 0400-2-4, CONCRETE CLASS II, SUPERSTRUCTURE AND PAY ITEM 0400-2-10 CONCRETE CLASS II, APPROACH SLABS.

THE COST OF ALL WORK ASSOCIATED WITH THE 4-INCH PVC CONDUIT IS TO BE INCLUDED IN PAY ITEM 0521-5-6, CONCRETE TRAFFIC RAILING-BRIDGE, CORRAL W/CURB.

THE COST OF ALL WORK ASSOCIATED WITH THE CONCRETE, FLOWABLE FILL, AND TIP PROTECTION USED IN THE STEEL PIPE PILES IS TO BE INCLUDED IN PAY ITEMS 0455-35-22, STEEL PILING, 24-INCH DIAMETER PIPE AND 0455-144-22, TEST PILES-STEEL, 24-INCH DIAMETER PIPE.

THE COST OF ALL WORK ASSOCIATED WITH COATING THE STEEL PIPE PILES IS TO BE INCLUDED IN PAY ITEMS 0455-35-22, STEEL PILING, 24-INCH DIAMETER PIPE AND 0455-144-22, TEST PILES-STEEL, 24-INCH DIAMETER PIPE.

UTILITY/AGENCY OWNERS		
COMPANY	CONTACT	TELEPHONE NUMBER
EMBARO (PHONE AND FIBER OPTIC)	CENTRAL LOCATING SERVICE	(800) 778-9140
TALQUIN ELECTRIC CO-OP, INC.	THOMAS TADLOCK	(850) 562-2119
FOOT UTILITY COORDINATOR	TRACI ADKISON	(850) 575-1800

UTILITIES:

THE LOCATIONS OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE. SEE UTILITY PLANS FOR THE LOCATION OF EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO EXCAVATION OR CONSTRUCTION. SEE UTILITY PLANS TO DETERMINE IF UTILITY IS TO REMAIN OR BE REMOVED.

ABBREVIATIONS

- BOTT BOTTOM
- CJ CONSTRUCTION JOINT
- CLR CLEARANCE
- CW CHEEK WALL
- CZ CLEAR ZONE
- EF EACH FACE
- FF FAR FACE
- FFBW FRONT FACE BACKWALL
- NF NEAR FACE
- UND UNLESS NOTED OTHERWISE
- W/ WITH

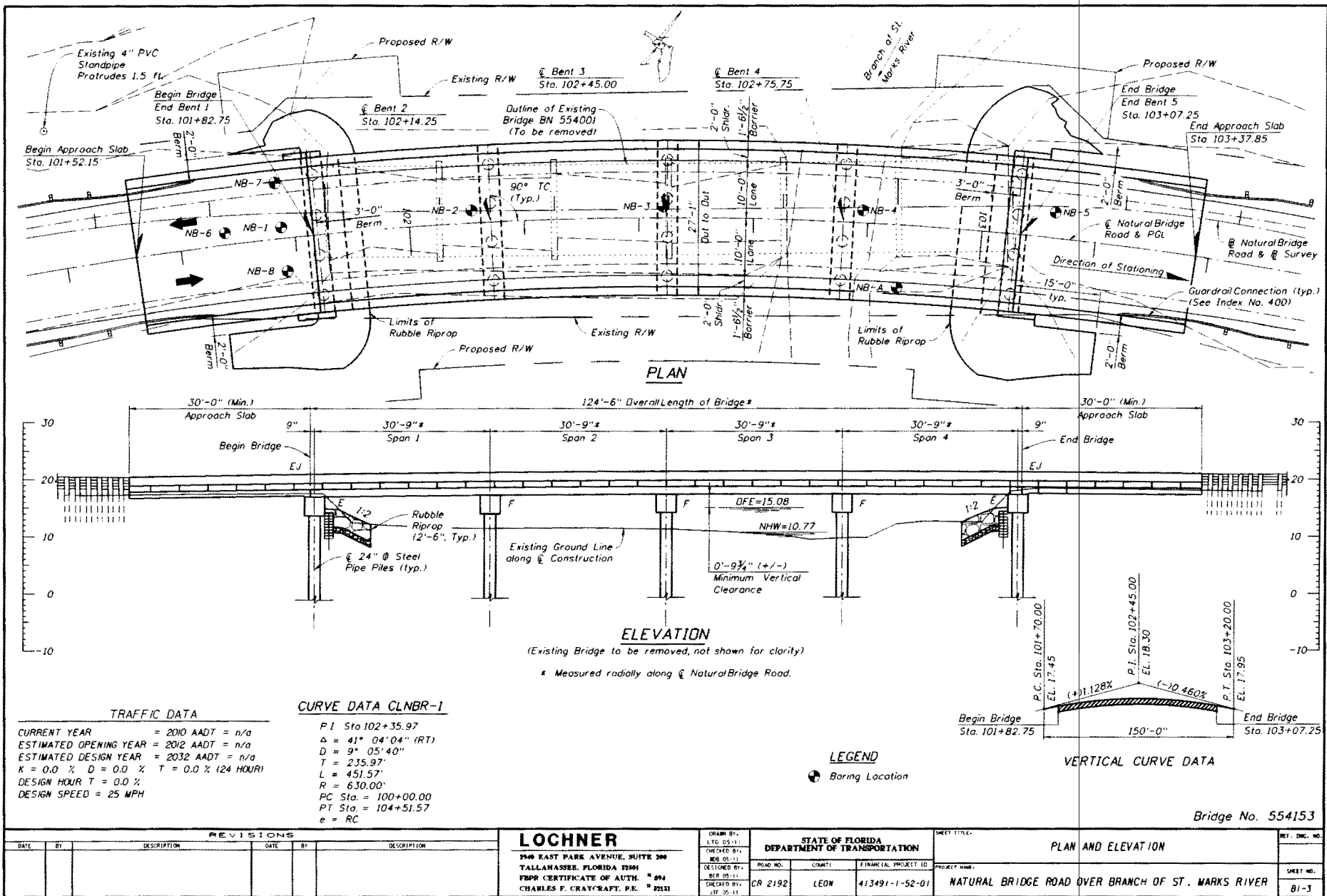
REMOVAL OF EXISTING STRUCTURE

SEE INDIVIDUAL BRIDGE PLAN SHEETS FOR LIMITS. EXISTING BRIDGE NO. 554001 CONTAINS LEAD BASED PAINT. TCLP TESTING OF THE EXISTING PAINT FOUND THAT THE LEAD LEVELS TO BE ABOVE 5 mg/L. AS A RESULT, THE PAINT AND ASSOCIATED MATERIALS MUST BE DISPOSED OF AS HAZARDOUS WASTE. A COPY OF THE TCLP TESTING FINDINGS CAN BE OBTAINED FROM DISTRICT CONTAMINATION IMPACTS COORDINATOR (DIC) ALAN HAGAN (850) 415-9511 AT LEAST 30 DAYS PRIOR TO THE REMOVAL OF THE STRUCTURE. THE CONTRACTOR SHALL SUBMIT NESHAP (NATIONAL EMISSION STANDARD FOR HAZARDOUS AIR POLLUTANTS) NOTIFICATION TO THE APPROPRIATE REGULATORY AUTHORITY ACCOMPANIED BY ANY NECESSARY FORMS, REPORTS AND FEES. THE CONTRACTOR SHALL COMPLY WITH THE REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), THE ENVIRONMENTAL PROTECTION AGENCY (EPA) AND OTHER GOVERNING AUTHORITIES WHEN HANDLING, REMOVING AND DISPOSING OF HAZARDOUS MATERIALS. SEE THE SPECIFICATIONS FOR ADDITIONAL INFORMATION. ALL COSTS ASSOCIATED WITH THIS WORK SHALL BE INCLUDED WITH ITEM NO. 110-3.

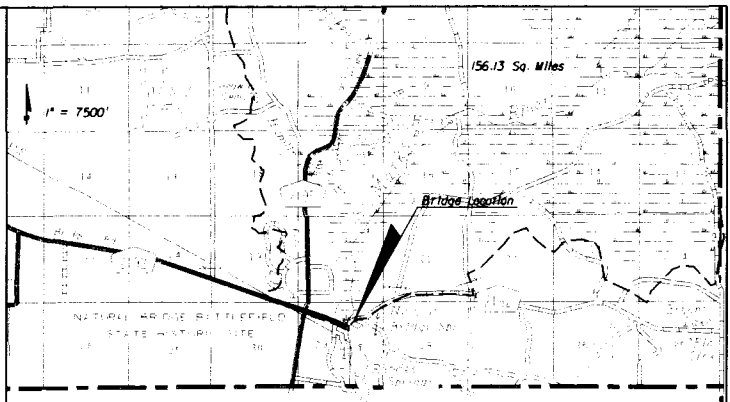
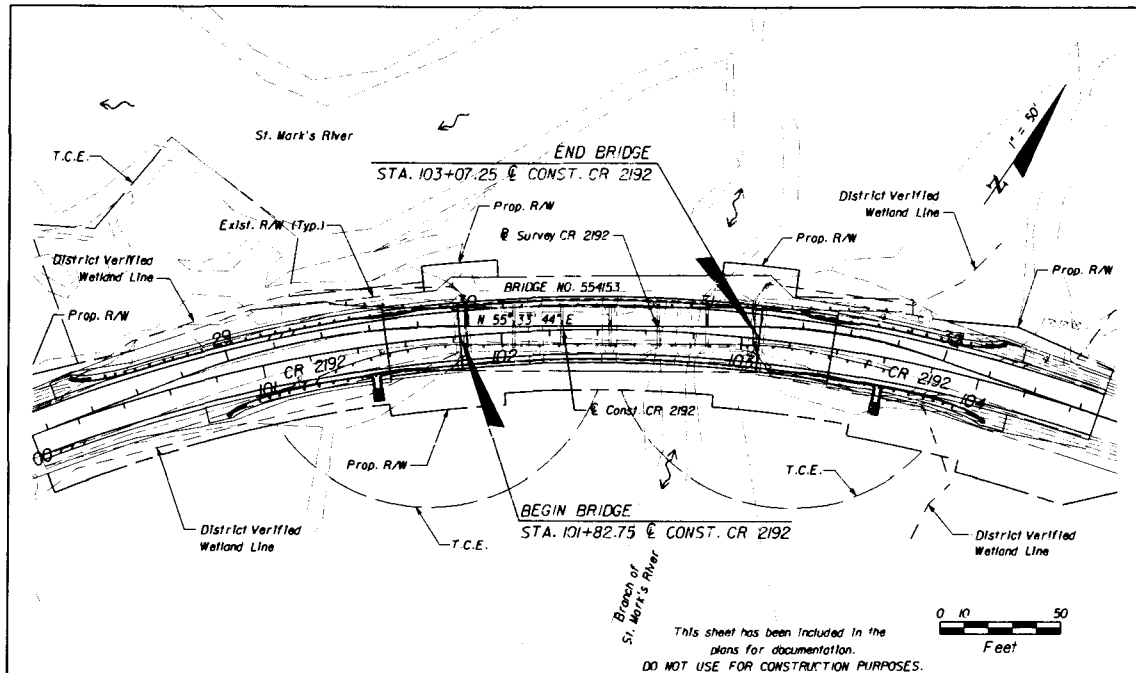
Bridge No. 554153

REVISIONS				LOCHNER	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	SHEET TITLE:		REF. DWG. NO.	
DATE	BY	DESCRIPTION	DATE			BY	DESCRIPTION		GENERAL NOTES (2 OF 2)
				2540 EAST PARK AVENUE, SUITE 200 TALLAHASSEE, FLORIDA 32301 FPRP CERTIFICATE OF AUTH. # 894 CHARLES F. GRAYCRAFT, P.E. # 32151	CR 2192	LEON	413491-1-52-01	NATURAL BRIDGE ROAD OVER BRANCH OF ST. MARKS RIVER	Bl-2

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6805-23.003, F.A.C.



Page A58 of 85



(REFERENCE)	(1)	(2)	(3)	(4)
FOUNDATION	12" sq. concrete piles			24" steel pipe piles
OVERALL LENGTH	12.00 ft.			126.50 ft.
SPAN LENGTH	20.52 ft.			30.75 ft.
TYPE CONSTRUCTION	steel			concrete/steel
AREA OF OPENING @ D.F.	213.50 sq. ft.			157.60 sq. ft.
BRIDGE WIDTH	15.83 ft.			27.08 ft.
ELEV. LOW MEMBER	15.97 ft.			15.89 ft.

**NOTE:**  
The hydraulic data is shown for informational purposes only to indicate the flood discharges and water surface elevations which may be anticipated in any given year. This data was generated using highly variable factors determined by a study of the watershed. Many judgements and assumptions are required to establish these factors. The resultant hydraulic data is sensitive to changes, particularly antecedent conditions, urbanization, channelization and land use. Users of this data are cautioned against the assumption of precision which cannot be obtained.

**TERMS:**  
Design Flood: Utilized to assure a desired level of hydraulic performance.  
Base Flood: Has a 1% chance of being exceeded in any given year (100 year frequency).  
Overlapping Flood: Causes flow over the highway, over a watershed divide, or thru emergency relief structures.  
Greatest Flood: The most severe that can be predicted where overlapping is not practicable.

WATER SURFACE ELEVATIONS:		N.H.W. (Non-Tide)	10.77	N.H.W. (Tide)	
CONTROL (Non-Tide)					
FLOOD DATA:		MAX. EVENT OF RECORD	DESIGN FLOOD	BASE FLOOD	
STAGE ELEV. (ft)	16.39	15.08	15.87		
DISCHARGE (cfs)	3500	2300	3050		
AVERAGE VELOCITY (ft/s)	1.70	1.07	1.13		
EXCEEDANCE PROB. (%)	0.50	2	1		
FREQUENCY (yr.)	200	50	100		
SCOUR PREDICTIONS FOR PROPOSED STRUCTURE DESCRIBED ABOVE:		TOTAL SCOUR ELEVATION			
PIER INFORMATION	LONG TERM SCOUR ELEV.	WORST CASE < 100 yr. FREQ. (yr.)	50	WORST CASE < 500 yr. FREQ. (yr.)	200
NUMBERS	3	0	7.5	7.0	

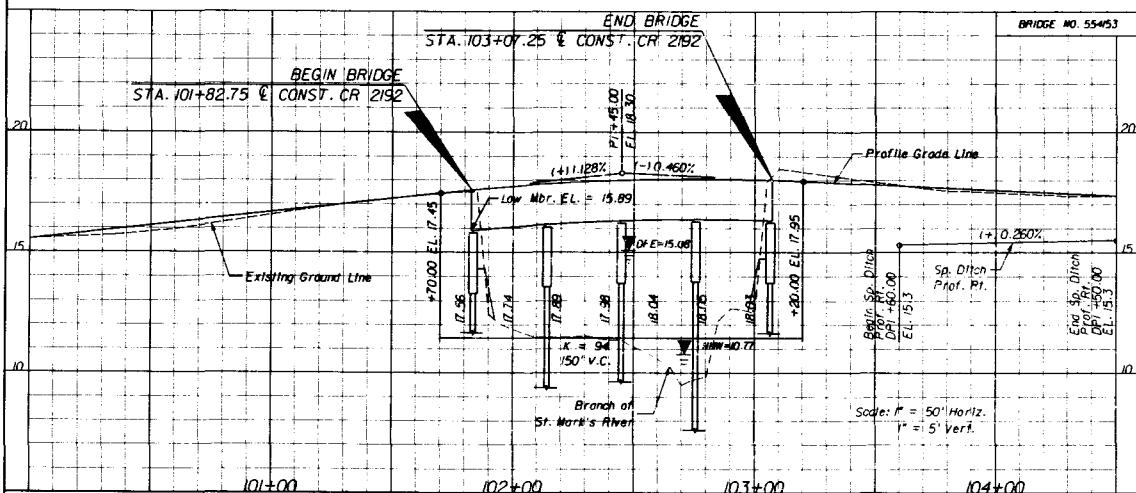
**HYDRAULIC RECOMMENDATIONS**

- BEGIN BRIDGE STATION: 101+82.75      END BRIDGE STATION: 103+07.25      SKEW ANGLE: \_\_\_\_\_
- CLEARANCE PROVIDED: NAV: HORIZ. N/A VERT. N/A ABOVE EL. \_\_\_\_\_      DRIFT: HORIZ. \_\_\_\_\_ VERT. 0.81 ABOVE EL. 15.08
- MINIMUM CLEARANCE: NAV: HORIZ. N/A VERT. N/A ABOVE EL. \_\_\_\_\_      DRIFT: HORIZ. \_\_\_\_\_ VERT. 0.81 ABOVE EL. 15.08
- ABUTMENTS: \_\_\_\_\_

	BEGIN BRIDGE	END BRIDGE
RUBBLE GRADE:	Shoulder	Shoulder
SLOPE:	1:2	1:2
BURIED OR NON-BURIED HORIZ. TOE:	N/A	N/A
TIDE HORIZ. DISTANCE:	0	0
LIMIT OF PROTECTION:		

5. DECK DRAINAGE: Sill road is contained in shoulder. Runoff captured off bridge ends.

REMARKS: \_\_\_\_\_



DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

**LOCHNER**  
2940 EAST PARK AVENUE, SUITE 200  
TALLAHASSEE, FLORIDA 32301  
FBPR CERTIFICATE OF AUTH. # 894  
NATALIE BETZ ZIERDEN, P.E. # 64673

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
ROAD NO. COUNTY FINANCIAL PROJECT ID  
CR 2192 LEON 413491-1-52-01

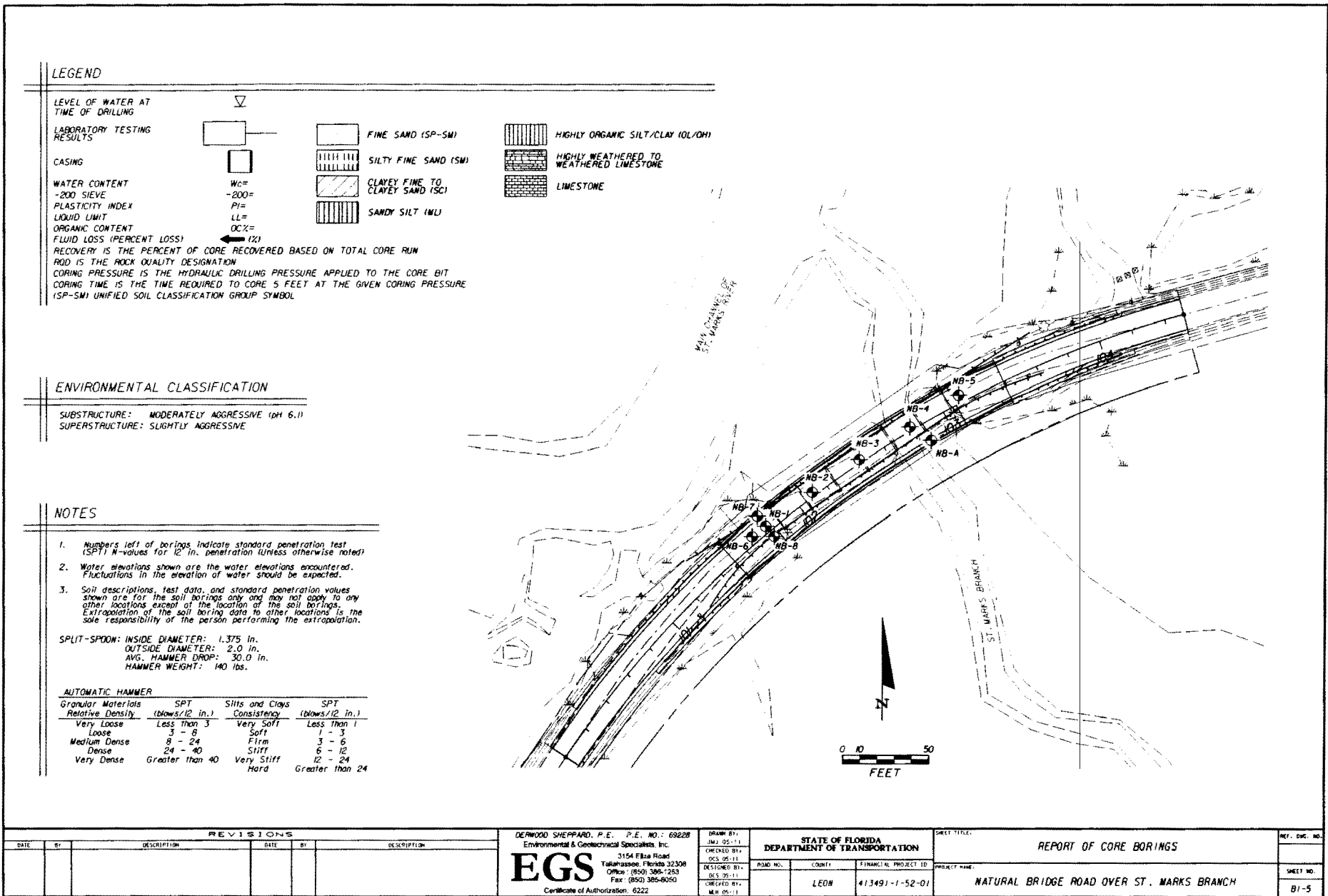
**BRIDGE HYDRAULIC RECOMMENDATIONS**

SHEET NO.  
BI-4

NOTE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6G05-23.003, F.A.C.

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**LEGEND**

LEVEL OF WATER AT TIME OF DRILLING

LABORATORY TESTING RESULTS

CASING

WATER CONTENT Wc=  
-200=  
PLASTICITY INDEX PI=  
LIQUID LIMIT LL=  
ORGANIC CONTENT OC%=  
FLUID LOSS (PERCENT LOSS)

RECOVERY IS THE PERCENT OF CORE RECOVERED BASED ON TOTAL CORE RUN  
ROQ IS THE ROCK QUALITY DESIGNATION  
CORING PRESSURE IS THE HYDRAULIC DRILLING PRESSURE APPLIED TO THE CORE BIT  
CORING TIME IS THE TIME REQUIRED TO CORE 5 FEET AT THE GIVEN CORING PRESSURE  
(SP-SM) UNIFIED SOIL CLASSIFICATION GROUP SYMBOL

FINE SAND (SP-SM)

SILTY FINE SAND (SM)

CLAYEY FINE TO CLAYEY SAND (SC)

SANDY SILT (ML)

HIGHLY ORGANIC SILT/CLAY (OL/OH)

HIGHLY WEATHERED TO WEATHERED LIMESTONE

LIMESTONE

**ENVIRONMENTAL CLASSIFICATION**

SUBSTRUCTURE: MODERATELY AGGRESSIVE (pH 6.1)  
SUPERSTRUCTURE: SLIGHTLY AGGRESSIVE

**NOTES**

- Numbers left of borings indicate standard penetration test (SPT) N-values for 12" in. penetration (unless otherwise noted)
- Water elevations shown are the water elevations encountered. Fluctuations in the elevation of water should be expected.
- Soil descriptions, test data, and standard penetration values shown are for the soil borings only and may not apply to any other locations except the location of the soil borings. Extrapolation of the soil boring data to other locations is the sole responsibility of the person performing the extrapolation.

SPLIT-SPOON: INSIDE DIAMETER: 1.375 in.  
OUTSIDE DIAMETER: 2.0 in.  
AVG. HAMMER DROP: 30.0 in.  
HAMMER WEIGHT: 140 lbs.

**AUTOMATIC HAMMER**

Granular Materials	SPT (blows/12 in.)	Silts and Clays Consistency	SPT (blows/12 in.)
Very Loose	Less than 3	Very Soft	Less than 1
Loose	3 - 8	Soft	1 - 3
Medium Dense	8 - 24	Firm	3 - 6
Dense	24 - 40	Stiff	6 - 12
Very Dense	Greater than 40	Very Stiff	12 - 24
		Hard	Greater than 24

**REVISIONS**

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DERWOOD SHEPPARD, P.E. P.E. NO.: 69228  
Environmental & Geotechnical Specialists, Inc.  
**EGS**  
3154 Elise Road  
Tallahassee, Florida 32308  
Office: (850) 385-1253  
Fax: (850) 385-8050  
Certificate of Authorization: 6222

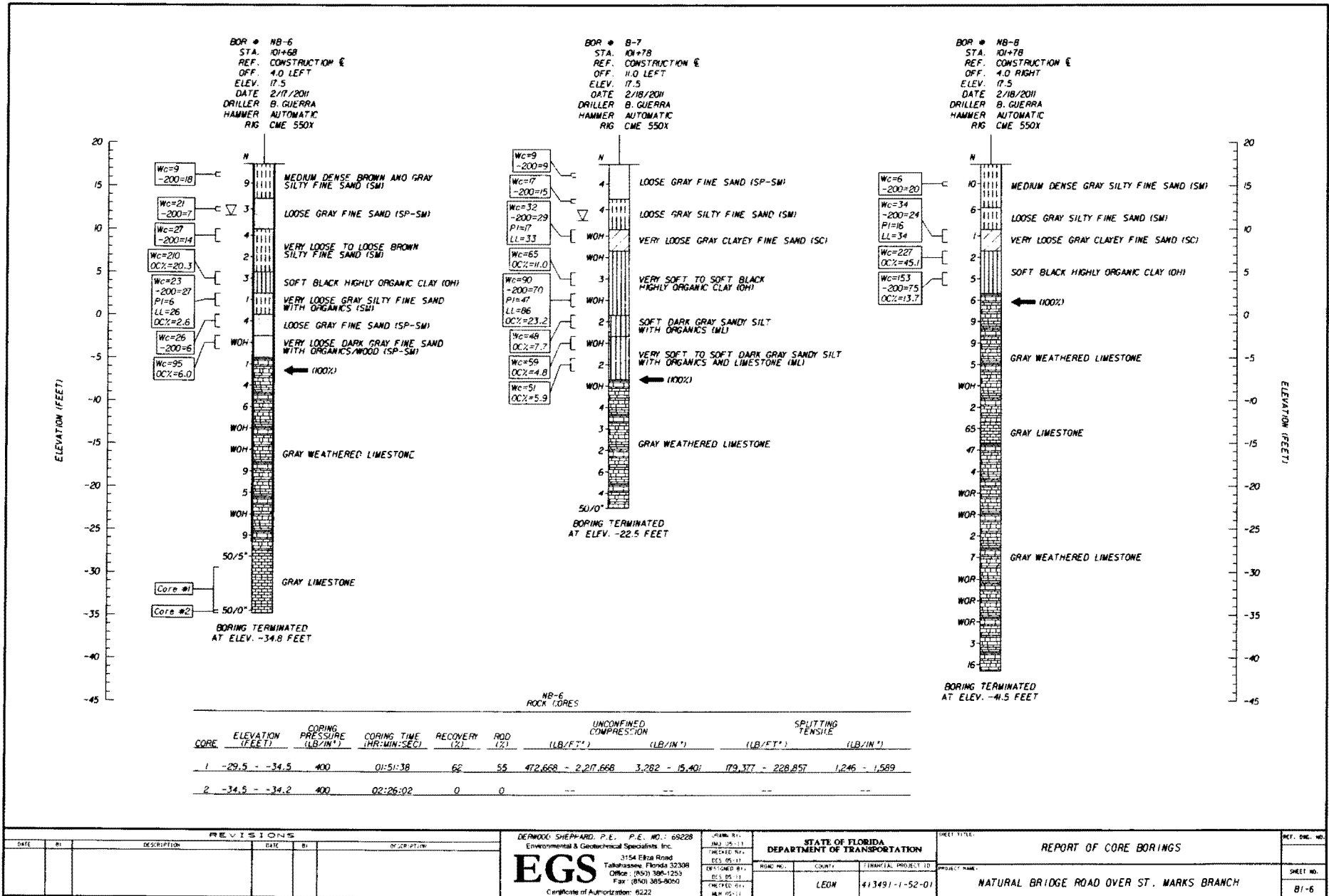
STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

ROAD NO. COUNTY FINANCIAL PROJECT ID  
LEON 413491-1-52-01

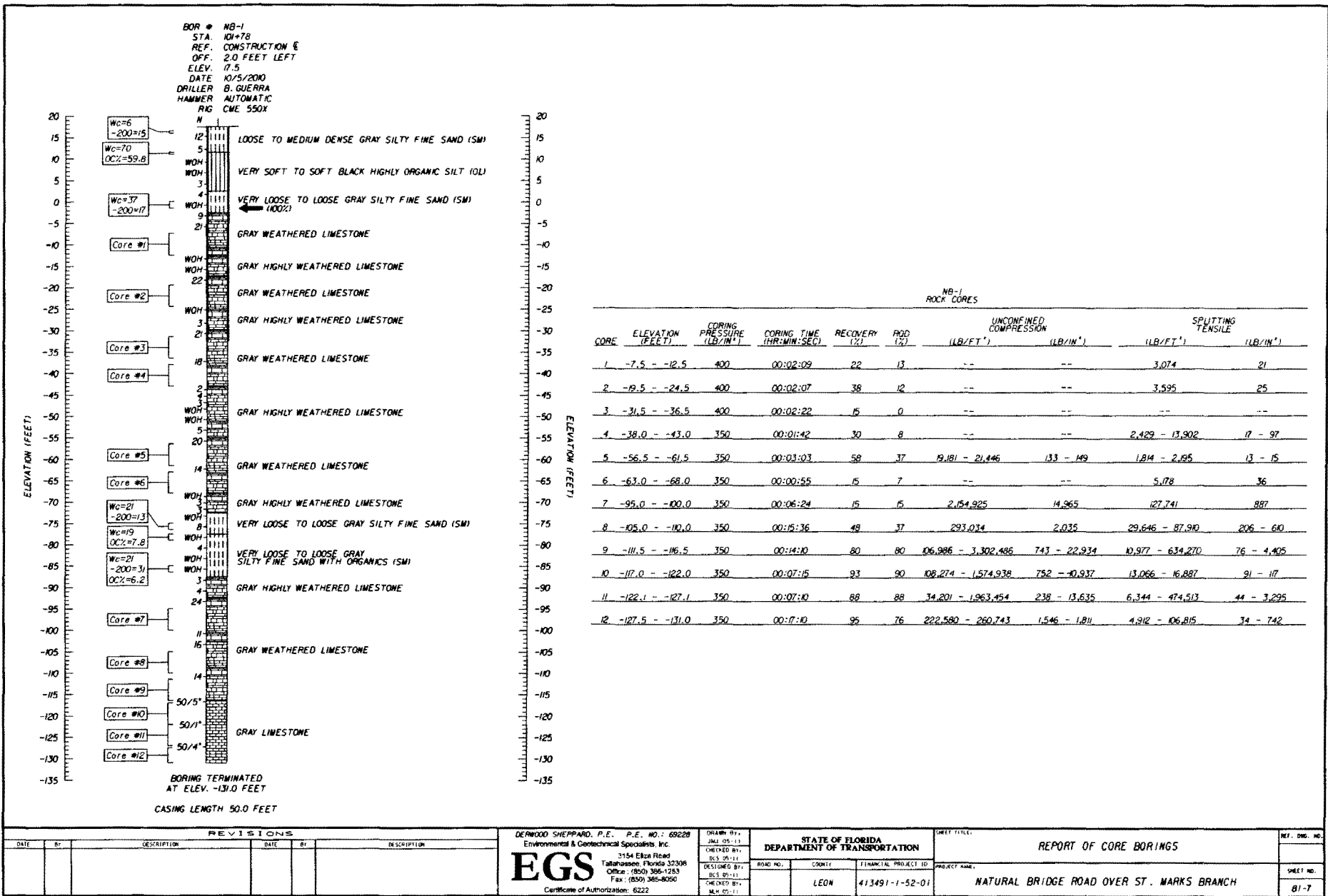
SHEET TITLE:  
**REPORT OF CORE BORINGS**

PROJECT NAME:  
**NATURAL BRIDGE ROAD OVER ST. MARKS BRANCH**

SHEET NO.  
81-5



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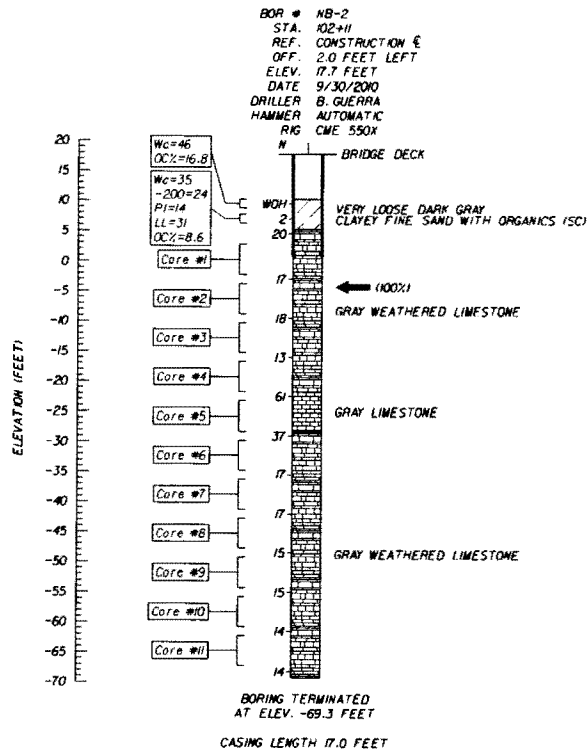


Page A62 of 85

REVISIONS				DATE		BY		DESCRIPTION	

DEWOD SHEPPARD, P.E. P.E. NO.: 69228 Environmental & Geotechnical Specialists, Inc. <b>EGS</b> 2154 Eliza Road Tallahassee, Florida 32308 Office: (850) 366-1283 Fax: (850) 366-8050 Certificate of Authorization: 6222		DRAWN BY: JML 05-11 CHECKED BY: BLS 05-11 DESIGNED BY: BLS 05-11 CHECKED BY: MJK 05-11		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. COUNTY FINANCIAL PROJECT ID LEON 413491-1-52-01		SHEET TITLE: REPORT OF CORE BORINGS PROJECT NAME: NATURAL BRIDGE ROAD OVER ST. MARKS BRANCH		REF. Dwg. NO. SHEET NO. 81-7	
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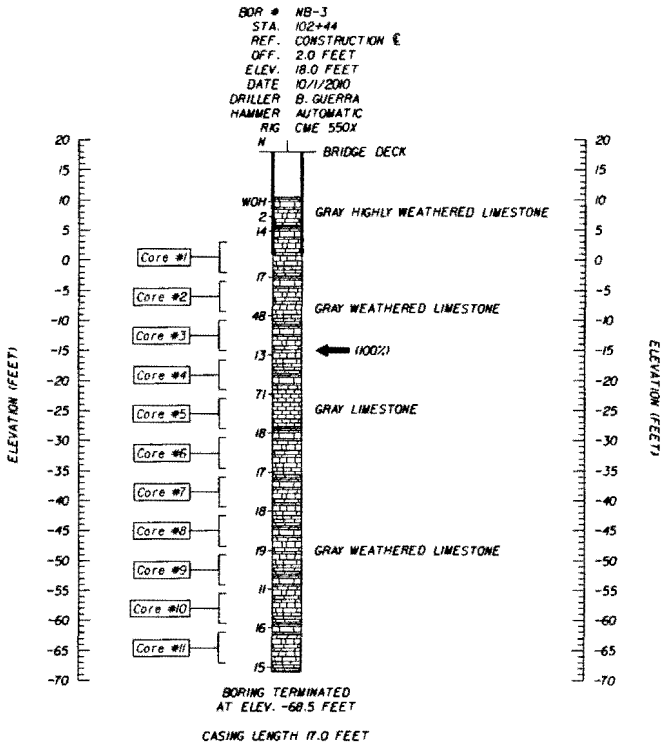


NB-2  
ROCK CORES

CORE	ELEVATION (FEET)	CORING PRESSURE (LB/IN <sup>2</sup> )	CORING TIME (MIN:MIN:SEC)	RECOVERY (%)	POD (%)	UNCONFINED COMPRESSION		SPLITTING TENSILE	
						(LB/FT <sup>2</sup> )	(LB/IN <sup>2</sup> )	(LB/FT <sup>2</sup> )	(LB/IN <sup>2</sup> )
1	2.7 - -2.3	400	00:04:02	55	42	18,841 - 81,309	131 - 565	1,544 - 2,293	11 - 16
2	-3.8 - -8.8	400	00:04:09	87	78	22,261 - 41,755	155 - 290	1,405 - 4,263	8 - 30
3	-10.3 - -15.3	400	00:06:57	25	0	--	--	--	--
4	-15.8 - -21.8	400	00:04:56	100	100	13,432 - 25,856	93 - 180	2,485 - 3,173	17 - 22
5	-23.3 - -28.3	400	00:03:36	48	42	36,855 - 83,422	256 - 579	7,468 - 21,024	52 - 146
6	-29.8 - -34.8	400	00:03:26	73	70	10,915 - 22,277	76 - 155	1,136 - 1,531	8 - 11
7	-36.3 - -41.3	400	00:04:40	50	39	13,980	97	1,598 - 2,504	11 - 17
8	-42.8 - -47.8	400	00:03:00	80	62	23,157 - 24,869	161 - 173	1,573	11
9	-49.3 - -54.3	400	00:03:22	80	58	--	--	1,802 - 25,570	13 - 178
10	-55.8 - -60.8	400	00:03:37	95	95	38,414 - 42,835	267 - 297	3,083 - 3,361	21 - 23
11	-62.3 - -67.3	400	00:02:50	68	68	40,152 - 43,539	279 - 302	3,299 - 3,368	23

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REVISIONS				DERWOOD SHEPPARD, P.E. P.L.E. NO.: 69228 Environmental & Geotechnical Specialists, Inc. <b>EGS</b> 3154 Etta Road Tallahassee, Florida 32308 Office: (904) 366-1253 Fax: (904) 380-8050 Certificate of Authorization: 6222	PROGRAM BY: JMJ 05-11 CHECKED BY: BCS 05-11 DESIGNED BY: BCS 05-11 CHECKED BY: MJB 05-11	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		SHEET TITLE:		REF. Dwg. NO.
DATE	BY	DESCRIPTION	DATE			DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	PROJECT NAME
						LEON	413491-1-52-01	NATURAL BRIDGE ROAD OVER ST. MARKS BRANCH	B1-8	



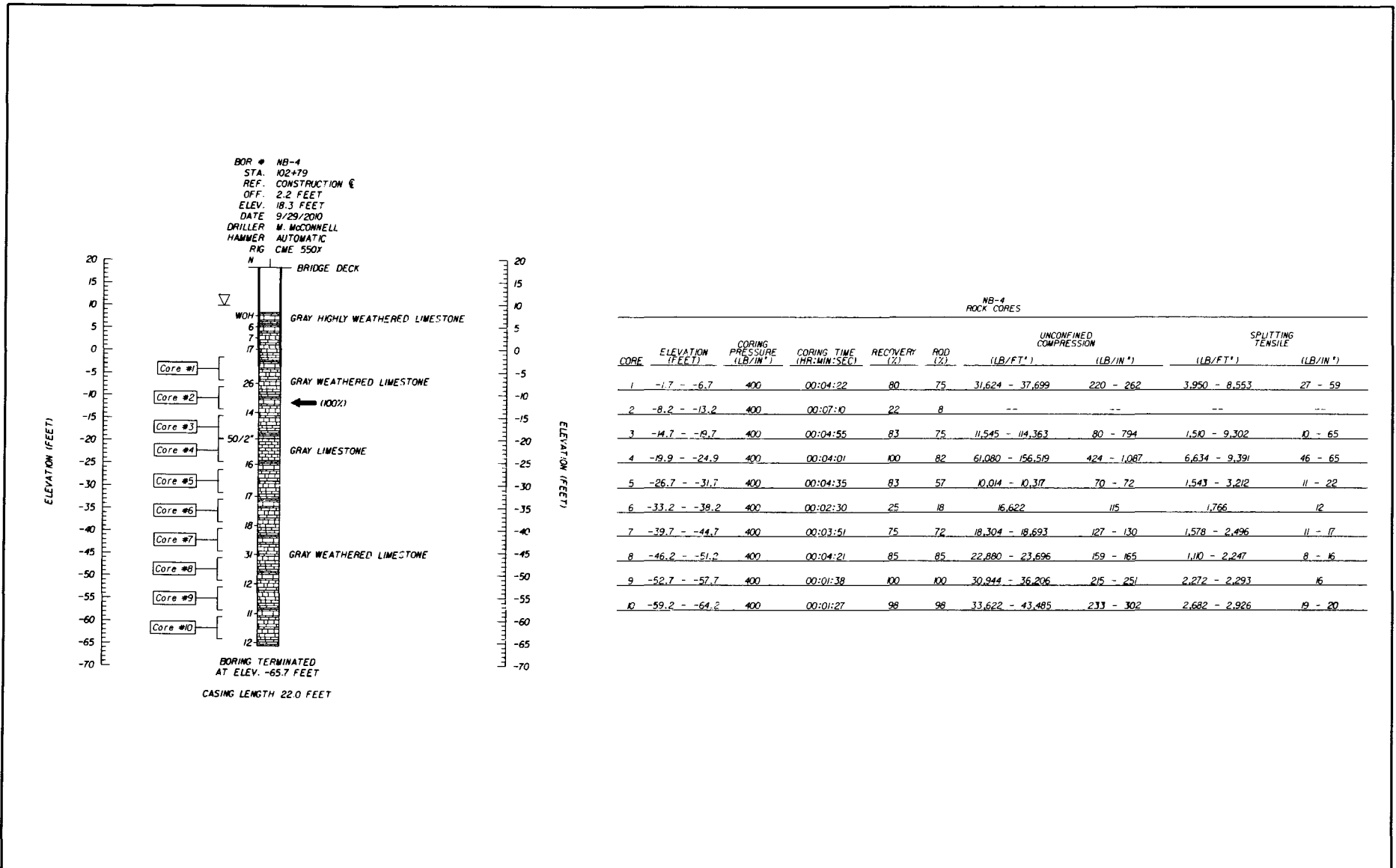
NB-3  
ROCK CORES

CORE	ELEVATION (FEET)	CORING PRESSURE (LB./IN. <sup>2</sup> )	CORING TIME (HR:MIN:SEC)	RECOVERY (%)	ROD (IN)	UNCONFINED COMPRESSION (LB./FT. <sup>2</sup> )	(LB./IN. <sup>2</sup> )	SPLITTING TENSILE (LB./FT. <sup>2</sup> )	(LB./IN. <sup>2</sup> )
1	3.0 - -2.0	400	00:03:59	95	83	21,529 - 29,779	150 - 207	2,355 - 4,910	16 - 34
2	-3.5 - -8.5	400	00:04:00	95	93	19,712 - 54,694	137 - 380	5,426 - 16,681	38 - 116
3	-10.0 - -15.0	400	00:04:42	88	75	30,903 - 30,994	215	2,391 - 8,733	17 - 61
4	-16.5 - -21.5	400	00:04:20	65	53	10,535 - 24,409	73 - 170	25,641 - 36,248	178 - 252
5	-23.0 - -28.0	400	00:03:51	100	77	19,340	134	8,573 - 28,844	60 - 200
6	-29.5 - -34.5	400	00:01:45	85	77	11,370 - 15,276	79 - 106	--	--
7	-36.0 - -41.0	400	00:02:05	72	65	12,773 - 24,877	89 - 173	2,097 - 2,258	15 - 16
8	-42.5 - -47.5	450	00:01:33	92	85	13,922 - 14,008	97	7,514 - 13,851	52 - 96
9	-49.0 - -54.0	400	00:03:02	93	93	48,976 - 58,438	340 - 406	1,321 - 1,872	9 - 13
10	-55.5 - -60.5	450	00:02:30	95	93	35,265 - 36,617	245 - 254	3,147 - 3,540	22 - 25
11	-62.0 - -67.0	350	00:02:16	98	97	38,064 - 39,904	264 - 277	2,361 - 3,608	16 - 25

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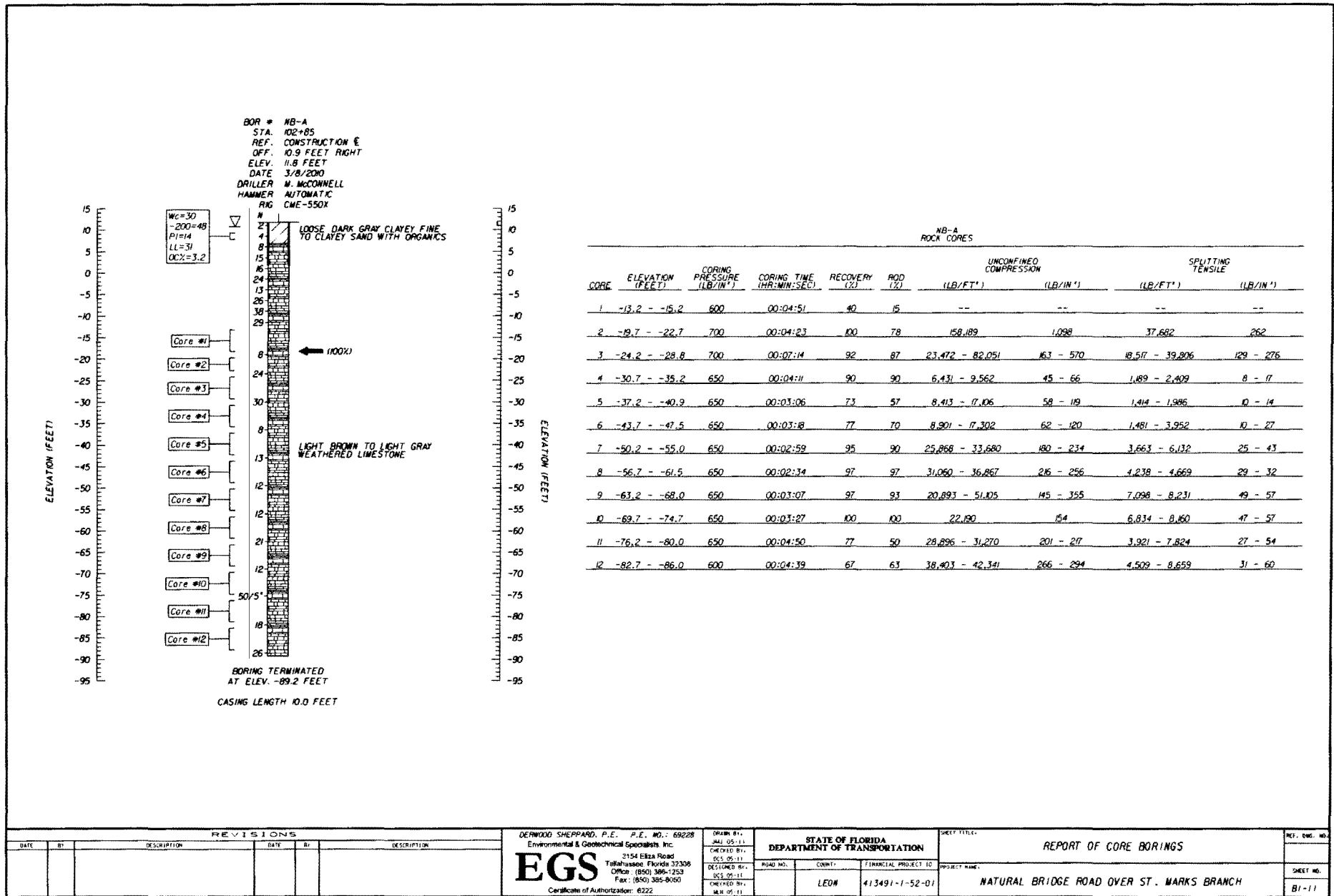
REVISIONS				DATE		BY		DESCRIPTION	

DERMOD SHEPPARD, P.E. P.E. NO.: 69228 <b>EGS</b> Environmental & Geotechnical Specialists, Inc. 3154 Elze Road Tallahassee, Florida 32308 Office: (850) 385-1253 Fax: (850) 385-8050 Certificate of Authorization: 6222	DRAWN BY: JML 05-11 CHECKED BY: CES 05-11 DESIGNED BY: CES 05-11 CHECKED BY: MEN 05-11	STATE OF FLORIDA <b>DEPARTMENT OF TRANSPORTATION</b>	SHEET TITLE: <b>REPORT OF CORE BORINGS</b> PROJECT NAME: <b>NATURAL BRIDGE ROAD OVER ST. MARKS BRANCH</b>
ROAD NO.: COUNTY: LEON FINANCIAL PROJECT ID: 413491-1-52-01	SHEET NO.: <b>81-9</b>	REF. Dwg. NO.:	DATE: 12/20/2004 03:59:03 AM

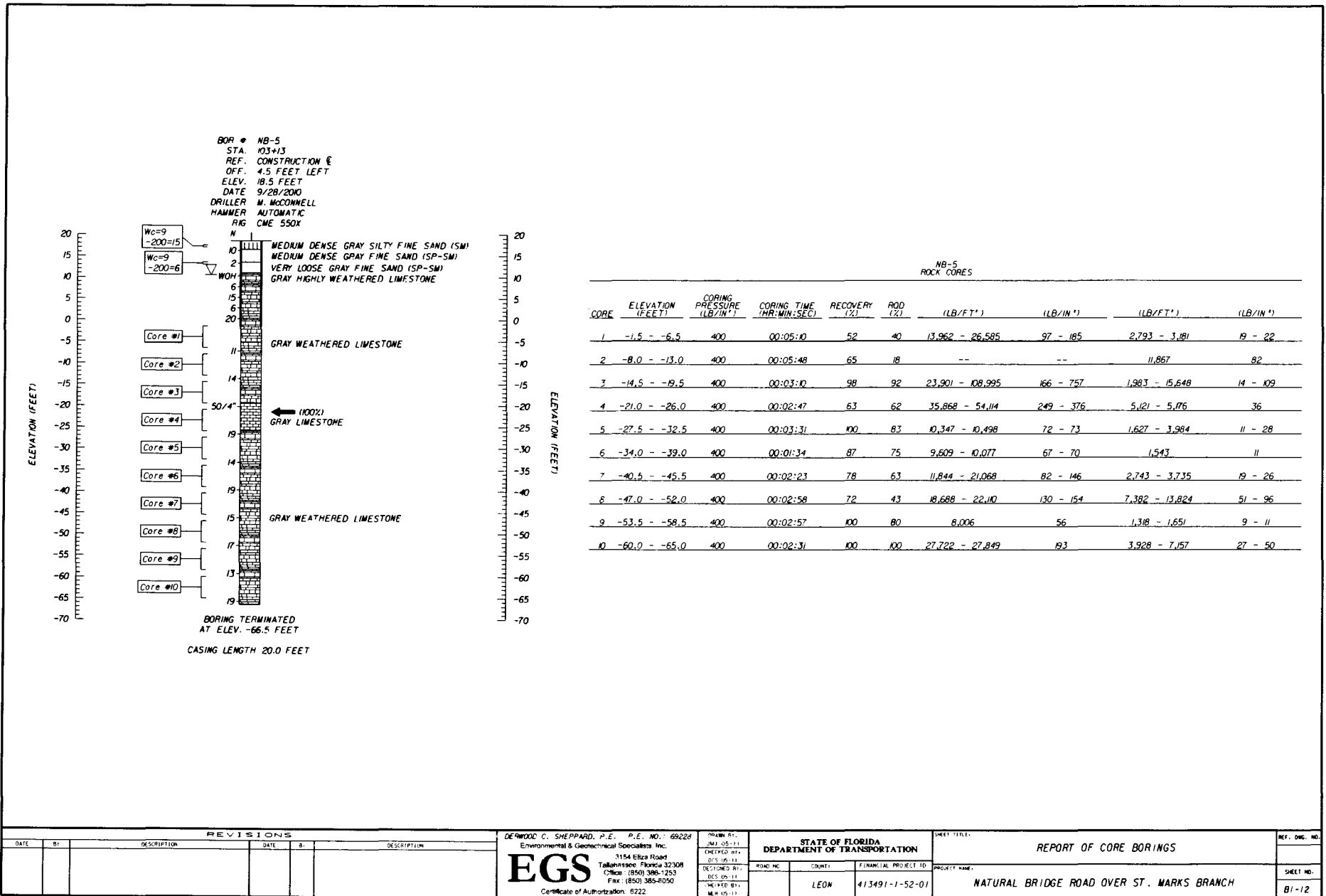


Page A65 of 85

REVISIONS				DERWOOD SHEPPARD, P.E. P.E. NO. 69228 Environmental & Geotechnical Specialists, Inc. 3154 Eliza Road Tallahassee, Florida 32308 Office: (850) 386-1253 Fax: (850) 386-8050 Certificate of Authorization: 6222		DRAWN BY: JMI 05/11 CHECKED BY: DCS 05/11 DESIGNED BY: DCS 05/11 CHECKED BY: M.H. 05/11		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		SHEET TITLE: REPORT OF CORE BORINGS		REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	PROJECT NAME	SHEET NO.		
						LEON		413491-1-52-01	NATURAL BRIDGE ROAD OVER ST. MARKS BRANCH	81-10		



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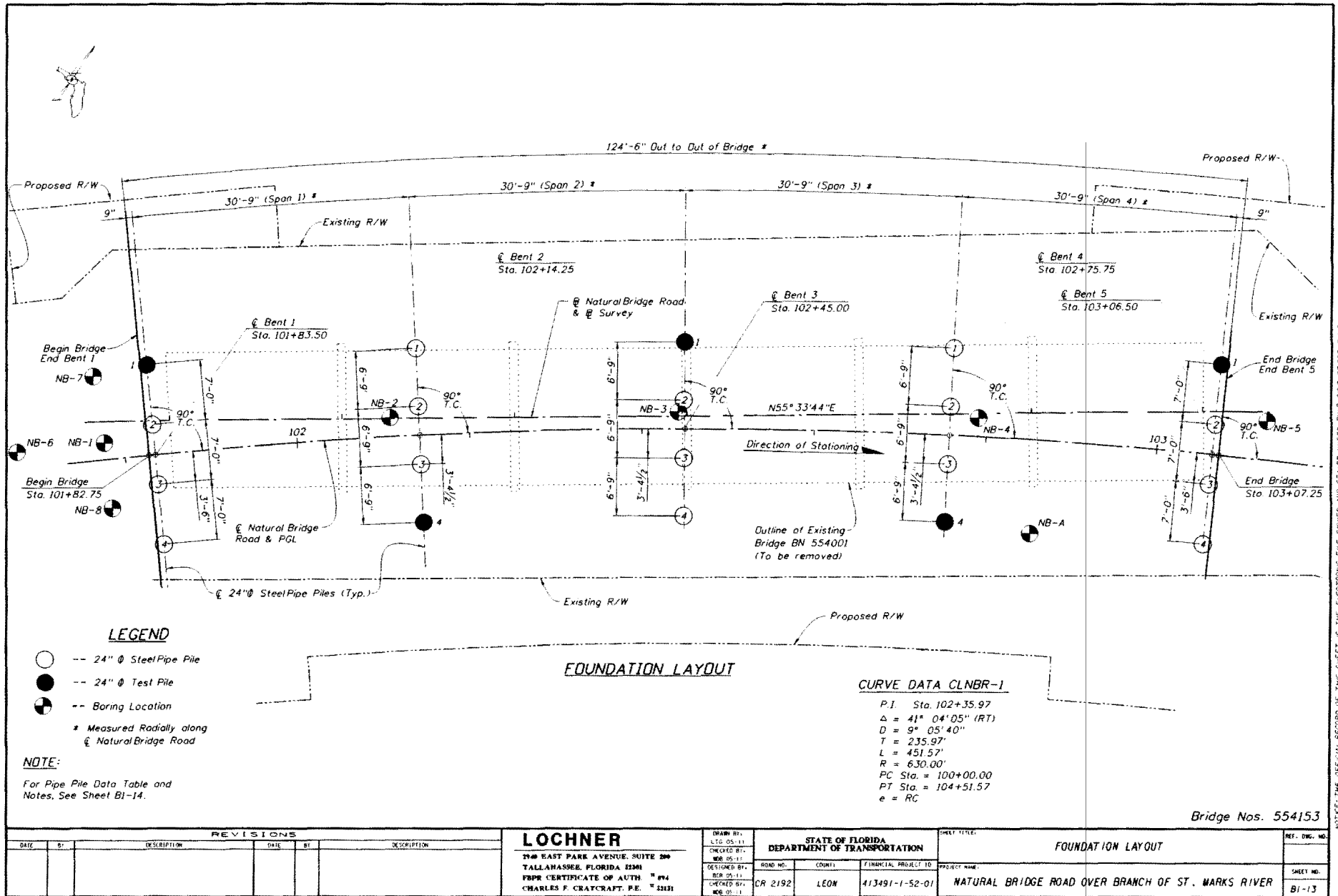


Page A67 of 85

REVISIONS				DATE		BY		DESCRIPTION	

DEWOOD C. SHEPPARD, P.E. P.E. NO.: 69228 Environmental & Geotechnical Specialists, Inc. <b>EGS</b> 3154 Eliza Road Tallahassee, Florida 32308 Office: (850) 386-1253 Fax: (850) 386-4050 Certificate of Authorization: 6222	DRAWN BY: JMJ 05-11 CHECKED BY: DJS 05-11 DESIGNED BY: DCS 09-11 REVISION BY: MHW 05-11	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. COUNTY FINANCIAL PROJECT ID LEON 413491-1-52-01	SHEET TITLE: REPORT OF CORE BORINGS PROJECT NAME: NATURAL BRIDGE ROAD OVER ST. MARKS BRANCH	REF. DES. NO. SHEET NO. B1-12
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PILE DATA TABLE

Table Date 7-01-09

INSTALLATION CRITERIA								DESIGN CRITERIA							PILE CUT-OFF ELEVATIONS			
PIER or BENT NUMBER	PILE SIZE (in.)	NOMINAL BEARING RESISTANCE (tons)	TENSION RESISTANCE (tons)	MINIMUM TIP ELEVATION (ft.)	TEST PILE LENGTH (ft.)	REQUIRED JET ELEVATION (ft.)	REQUIRED PREFORM ELEVATION (ft.)	FACTORED DESIGN LOAD (tons)	DOWN DRAG (tons)	TOTAL SCOUR RESISTANCE (tons)	NET SCOUR RESISTANCE (tons)	100-YEAR SCOUR ELEVATION (ft.)	LONG TERM SCOUR ELEVATION (ft.)	RESISTANCE FACTOR-Ø	PILE 1	PILE 2	PILE 3	PILE 4
1	24	124	0	N/A	130	N/A	N/A	93	0	N/A	N/A	N/A	N/A	0.75	14.9	14.6	14.7	14.5
2	24	153	0	-7	75	N/A	N/A	113	0	2	2	7.5	7	0.75	15.2	15.0	14.9	14.8
3	24	151	0	-7	75	N/A	N/A	113	0	1	1	7.5	7	0.75	15.3	15.2	15.1	14.9
4	24	151	0	-13	80	N/A	N/A	113	0	1	1	7.5	7	0.75	15.4	15.3	15.1	15.0
5	24	124	0	N/A	70	N/A	N/A	93	0	N/A	N/A	N/A	N/A	0.75	15.4	15.2	15.1	14.9

Factored Design Load + Net Scour Resistance + Down Drag  $\leq$  Nominal Bearing Resistance

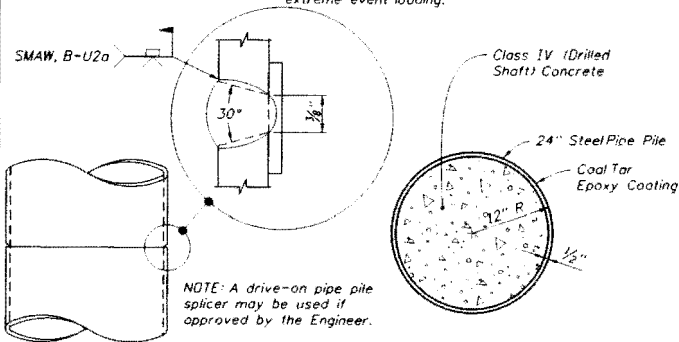
**TENSION RESISTANCE** - The ultimate side friction capacity that must be obtained below the 100 year scour elevation to resist pullout of the pile (Specify only when design requires tension capacity)  
**TOTAL SCOUR RESISTANCE** - An estimate of the ultimate static side friction resistance provided by the scourable soil  
**NET SCOUR RESISTANCE** - An estimate of the ultimate static side friction resistance provided by the soil from the required preform or jetting elevation to the scour elevation.  
**100-YEAR SCOUR ELEVATION** - Estimated elevation of scour due to the 100 year storm event.  
**LONG TERM SCOUR ELEVATION** - Estimated elevation of scour used in design for extreme event loading.

PILE INSTALLATION NOTES:

- Pipe piles shall be driven plumb. Provide pipe piles in accordance with FDOT Specification 962-B.8. Pipe wall thickness to be 1/2".
- The ends of all pile sections to be spliced shall be beveled and full butt-welded as shown on the plans. All splices shall be watertight.
- The Contractor shall have available at all times a suitable drop light for inspecting the entire length of the driven pipe pile before placing reinforcing steel and concrete. Cast of this work is incidental to cast of steel pipe pile.
- Steel pipe pile shall be cut off at the required elevations along a plane normal to the axis of the pile. Methods used in cutting off piles shall be submitted for approval of the Engineer.
- All welding shall conform to AMERICAN WELDING SOCIETY (AWS) Bridge Welding Code.
- N/A means values do not apply.
- All piles shall be driven to the Nominal Bearing Resistance indicated in the Plans and driving terminated. Additional driving shall not be permitted to reach the required cut-off elevation.
- Notarized mill test report shall be required for all steel pipe pile.
- Concrete for piles shall be Class IV (Drilled Shaft), f'c = 4,000 psi, and shall conform to Section 346 of the Specifications. The final installed pipe piles shall be clean and free of water before placing concrete. Concrete is to extend 5 ft. below the 100-year scour elevation.
- Place Coal Tar Epoxy Coating from the top of the pile to 5 ft. below the 100-year scour elevation, per Specification 560. On the outside surfaces of the steel pipe pile, use a three-coat system comprised of an inorganic zinc primer and two coats of coal tar-epoxy in accordance with Specification Section 560.

PILE INSTALLATION NOTES (CONT'D):

- Contractor to verify location of utilities prior to any pile driving.
- Minimum Tip Elevation is required for lateral stability.
- No jetting will be allowed without the approval of the Engineer.
- The Contractor should not anticipate being allowed to jet piles below the minimum tip elevation.
- At each Bent, pile driving is to commence at the center of the Bent and proceed outward.
- All piles are to be dynamically load tested per Specification Section 455 during driving and on all test piles during restriking.
- The Contractor shall drive the piles open-ended, then clean out to an elevation five feet below the 100-year scour elevation. Piles shall then be restruck to check for possible loss of capacity after cleaning. Reinforced concrete shall be placed after all driving and restriking operations are complete.
- Tip protection shall be provided by the Contractor.
- The Contractor shall fill voids resulting from soil plugs with flowable fill up to 5 ft. below the 100-year scour elevation.

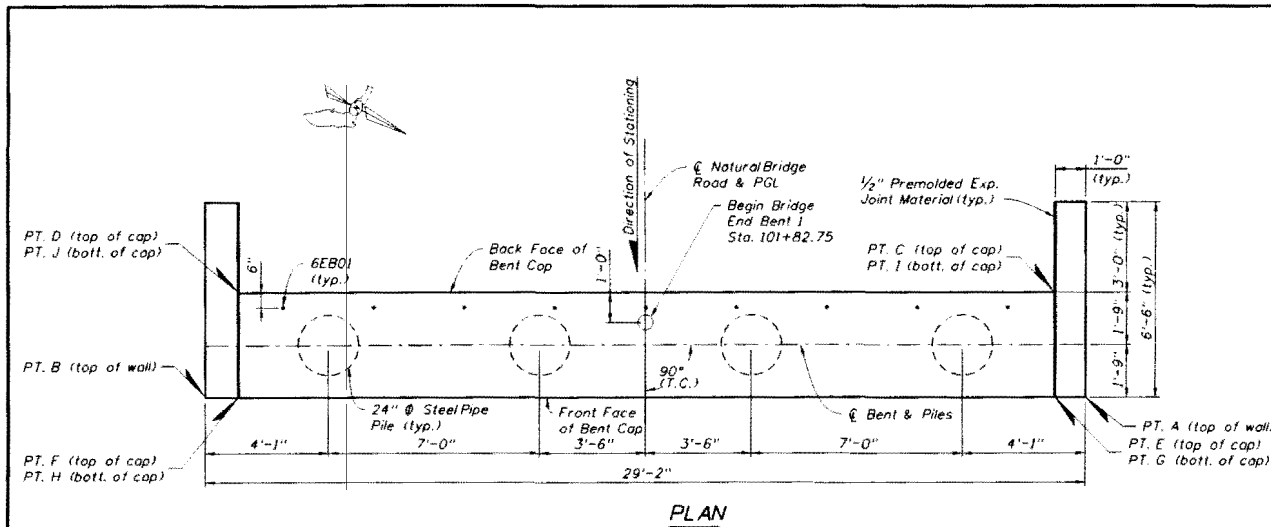


PIPE PILE SPLICE DETAIL

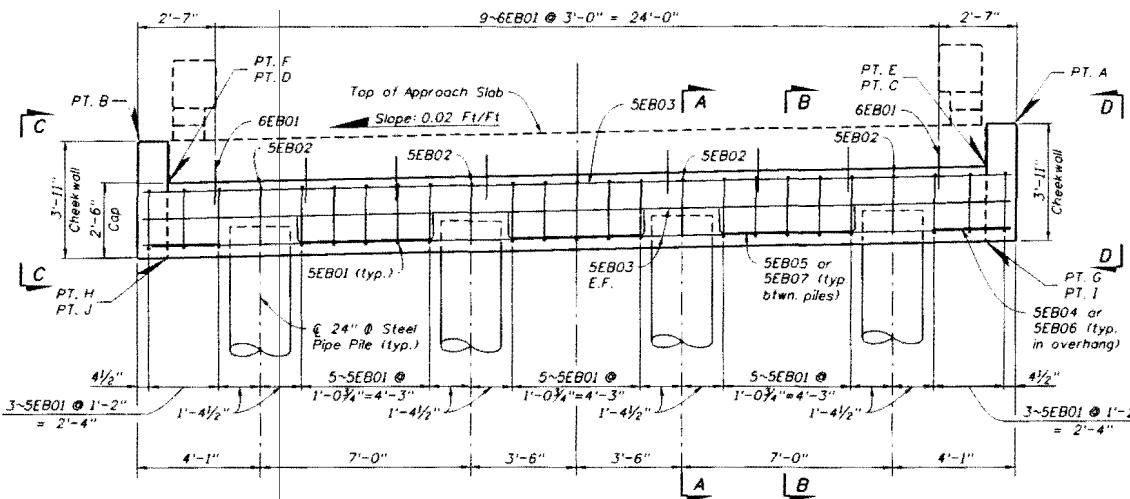
TYPICAL PILE SECTION

Bridge Nos. 554153

REVISIONS				LOCHNER 2740 EAST PARK AVENUE, SUITE 200 TALLAHASSEE, FLORIDA 32301 FPR CERTIFICATE OF AUTHORITY # 094 CHARLES F. CRAYCRAFT, P.E. # 32151	DATE BY DESCRIPTION	DATE BY DESCRIPTION	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	SHEET TITLE: PIPE PILE DATA TABLE AND NOTES	PROJECT NAME: NATURAL BRIDGE ROAD OVER BRANCH OF ST. MARKS RIVER	REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE							
							CR 2192	LEON	413491-1-52-01	B1-14



PLAN



ELEVATION

ESTIMATED QUANTITIES		
ITEM	UNIT	QUANTITY
Class II Concrete (Substructure)	CY	10.2
Reinforcing Steel (Substructure)	LB	926
24" @ Steel Pipe Piling	LF	**

\*\* See Summary of Bridge Pay Items.

ELEVATIONS	
POINT	ELEVATION
A	17.885
B	17.343
C	16.433
D	15.892
E	16.468
F	15.926
G	13.968
H	13.426
I	13.933
J	13.392

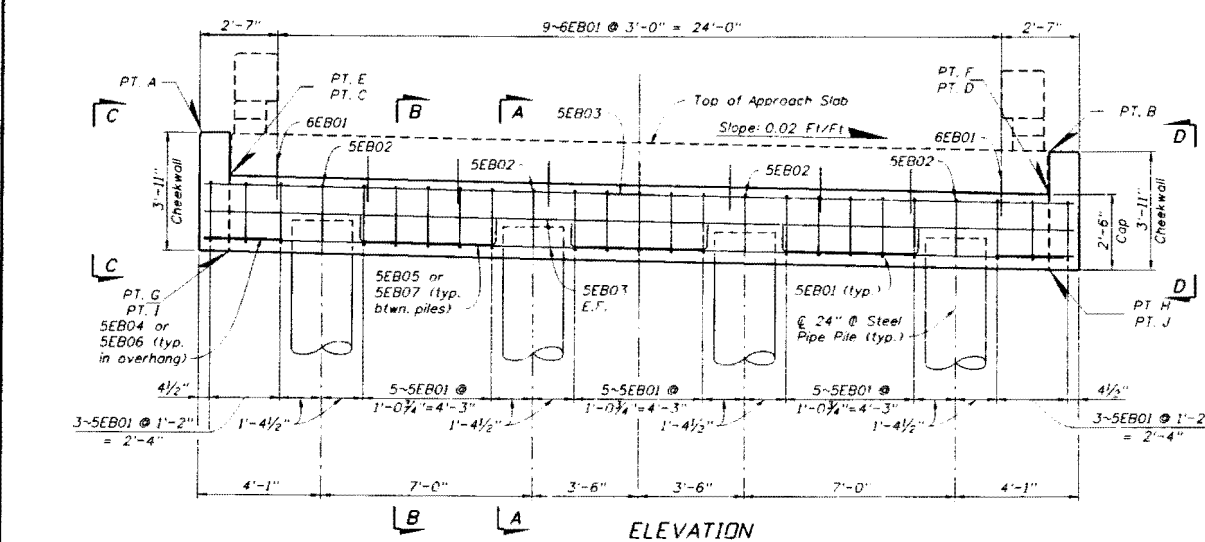
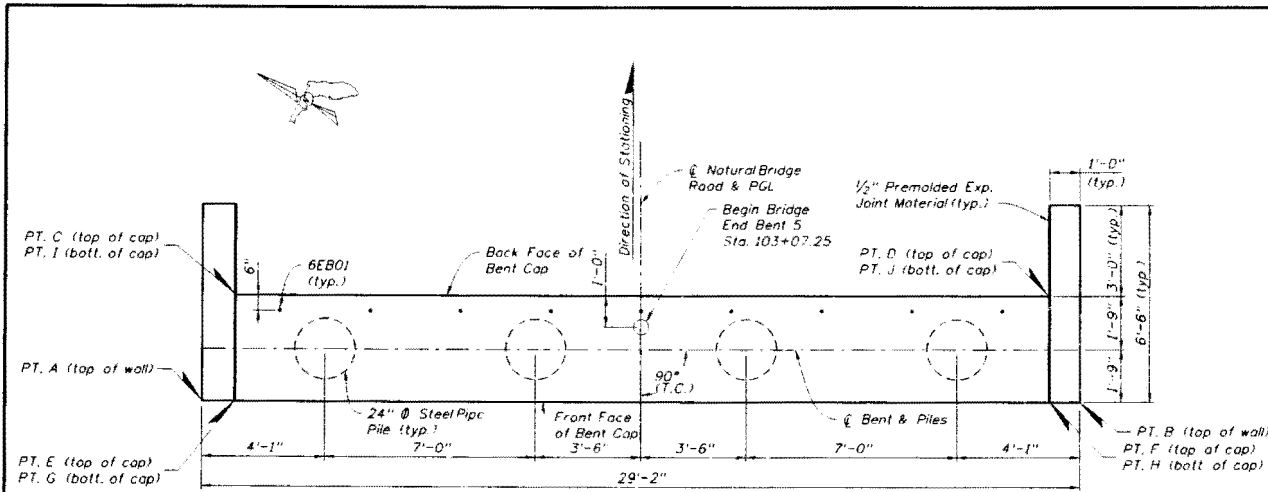
NOTES:

1. For Sections A-A and B-B, see Sheet BI-17.
2. For Views C-C and D-D, see Sheet BI-18.
3. For Reinforcing Bar List, see Sheet BI-29.
4. Environmental Classification (Substructure)  
- Slightly Aggressive for Concrete  
- Moderately Aggressive for Steel

Bridge No. 554153

REVISIONS				LOCHNER		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET TITLE: END BENT 1	
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	PROJECT NAME	REF. DWG. NO.
						CR 2192	LEON	413491-1-52-01	NATURAL BRIDGE ROAD OVER BRANCH OF ST. MARKS RIVER	BI-15

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ESTIMATED QUANTITIES		
ITEM	UNIT	QUANTITY
Class II Concrete (Substructure)	CY	10.2
Reinforcing Steel (Substructure)	LB	926
24" Ø Steel Pipe Piling	LF	**

\*\* See Summary of Bridge Pay Items.

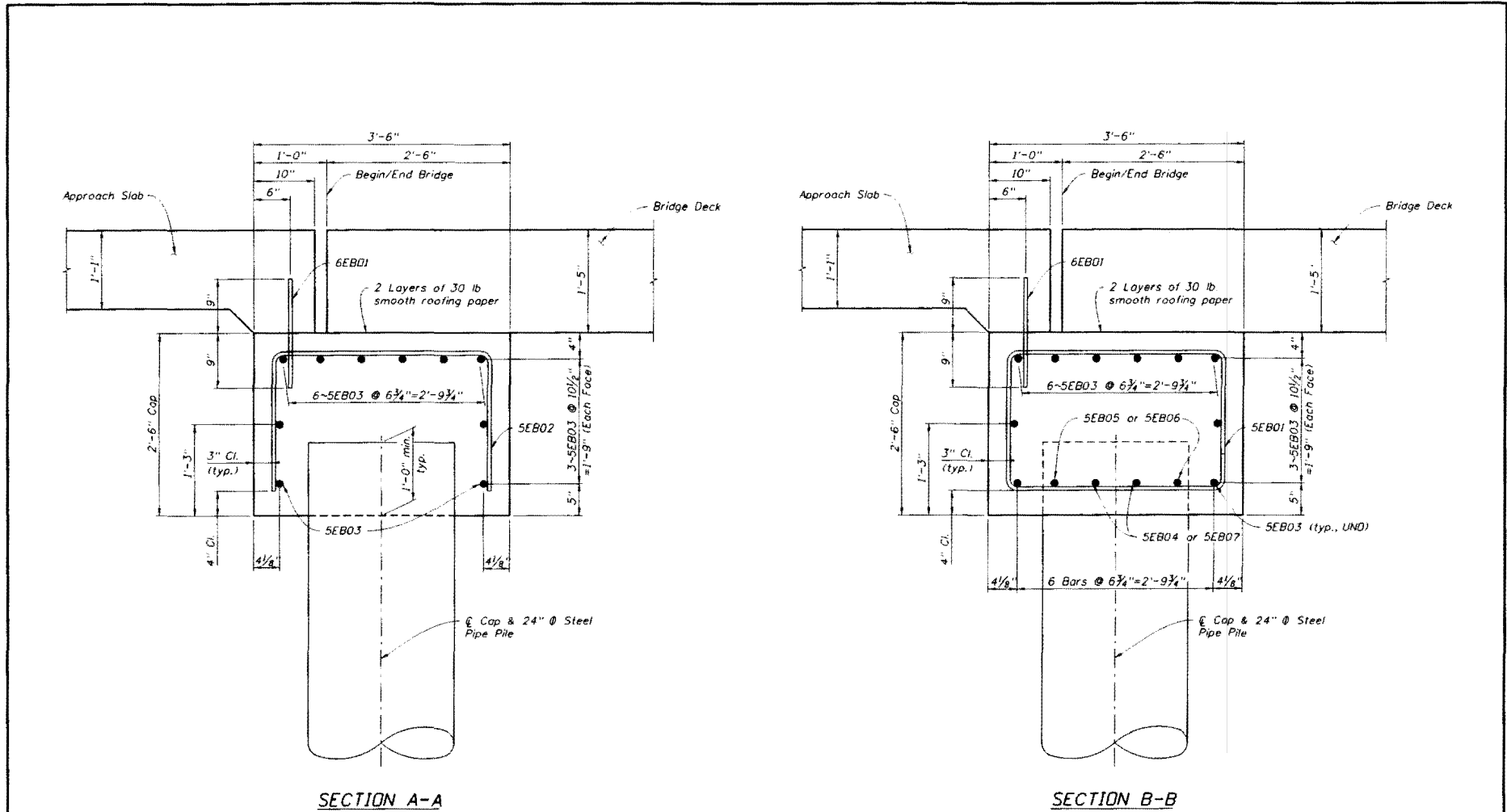
ELEVATIONS	
POINT	ELEVATION
A	18.284
B	17.742
C	16.856
D	16.314
E	16.867
F	16.325
G	14.367
H	13.825
I	14.356
J	13.814

- NOTES:**
1. For Sections A-A and B-B, see Sheet B1-17.
  2. For Views C-C and D-D, see Sheet B1-18.
  3. For Reinforcing Bar List, see Sheet B1-29.
  4. Environmental Classification (Substructure)  
 - Slightly Aggressive for Concrete  
 - Moderately Aggressive for Steel

Bridge No. 554153

REVISIONS				LOCHNER 2140 EAST PARK AVENUE, SUITE 200 TALLAHASSEE, FLORIDA 32310 FPPR CERTIFICATE OF AUTH. # 894 CHARLES F. GRAYCRAFT, P.E. # 79151	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN NO. CR 2192 SOURCE: LEON FINANCIAL PROJECT ID: 413491-1-52-01	SHEET TITLE: END BENT 5		REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE			BY	DESCRIPTION	PROJECT NAME: NATURAL BRIDGE ROAD OVER BRANCH OF ST. MARKS RIVER

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SECTION A-A

SECTION B-B

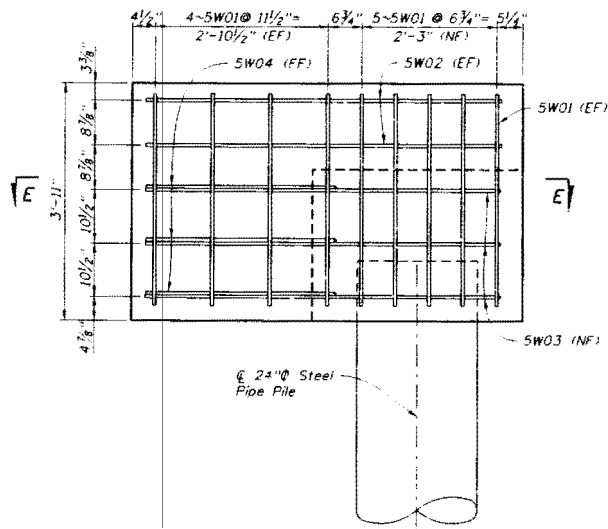
**NOTES:**

1. For location of Sections A-A and B-B see Sheet B1-15 & B1-16.
2. For Estimate of Quantities, see Sheet B1-15 & B1-16.
3. For Reinforcing Bar List see Sheet B1-29.

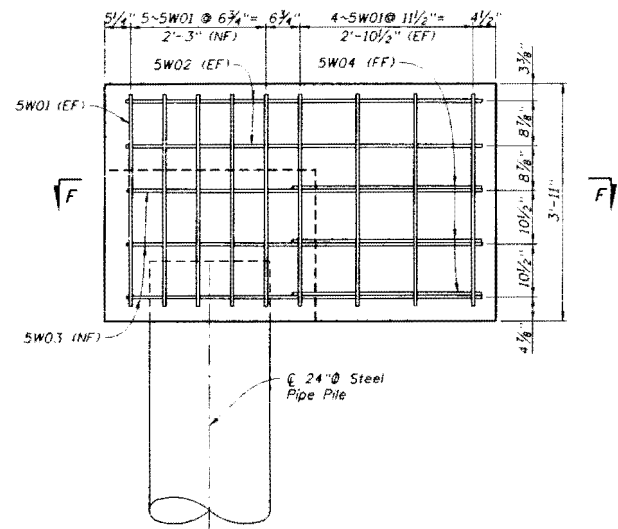
Bridge No. 554153

REVISIONS				LOCHNER	DRAWN BY: LTC 05-11	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	SHEET TITLE:		REF. Dwg. NO.
DATE	BY	DESCRIPTION	DATE				BY	DESCRIPTION	
					3140 EAST PARK AVENUE, SUITE 200 TALLAHASSEE, FLORIDA 32310 PBRP CERTIFICATE OF AUTH. # 094 CHARLES F. CRAYCRAFT, P.E. # 28121	DESIGNED BY: 04-05-11	ROAD NO. COUNTY FINANCIAL PROJECT ID	PROJECT NAME:	SHEET NO.
						CR 2192 LEON 413491-1-52-01	NATURAL BRIDGE ROAD OVER BRANCH OF ST. MARKS RIVER	B1-17	

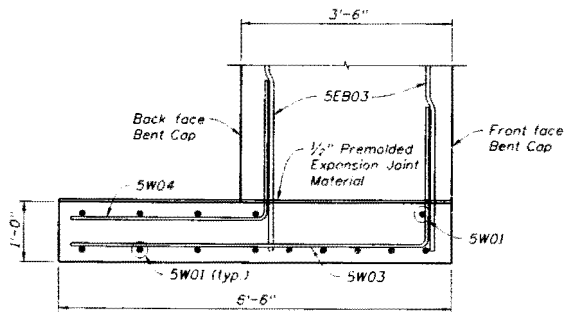
NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6805-23.003, F.A.C.



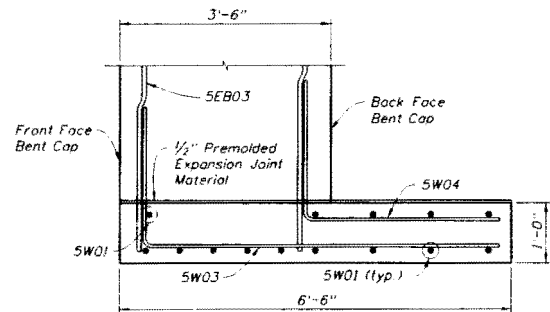
VIEW C-C



VIEW D-D



SECTION E-E



SECTION F-F

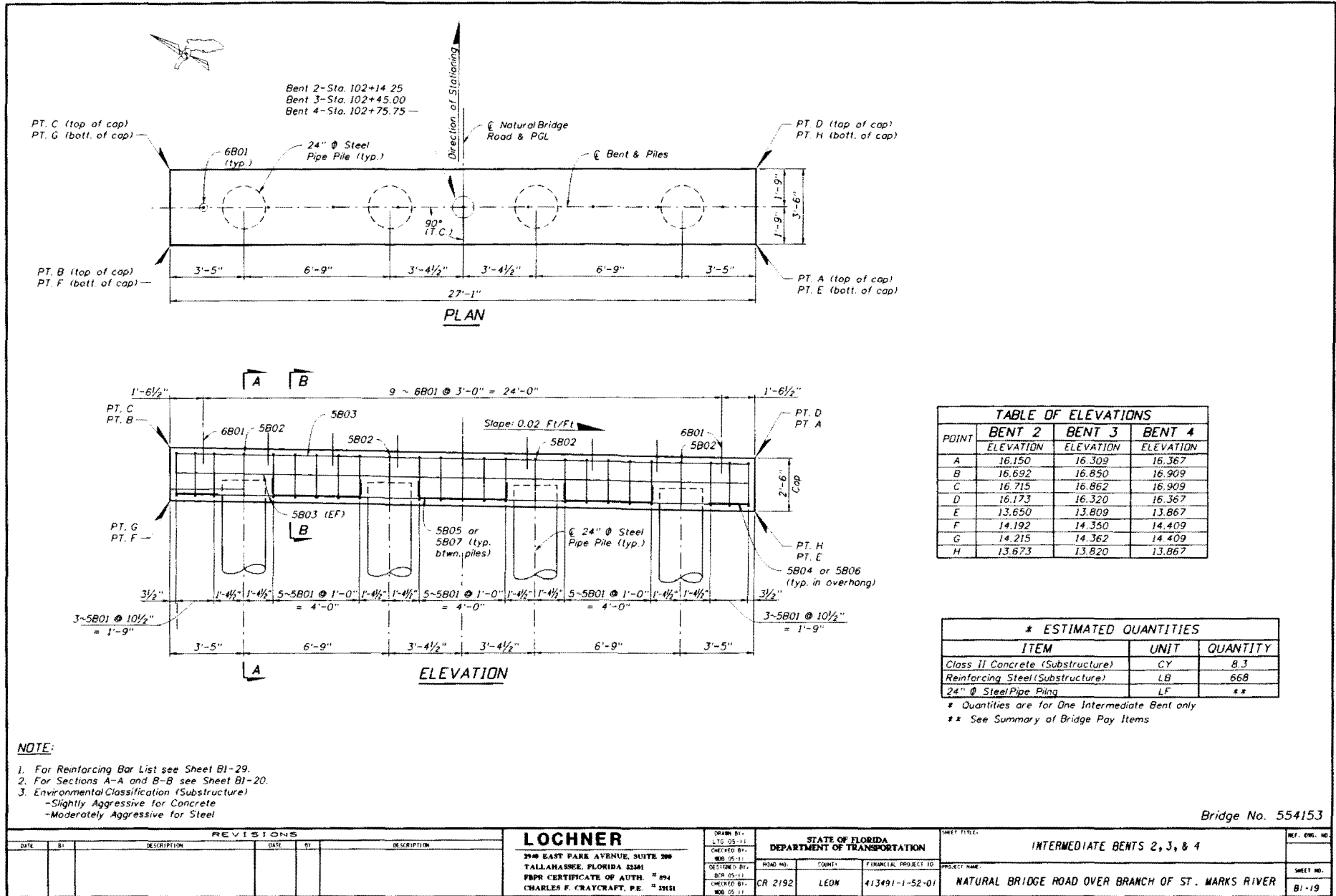
**NOTES:**

1. For location of Views B-B and C-C, see Sheets B1-15 & B1-16.
2. For Estimate of Quantities, see Sheet B1-15 & B1-16.
3. For Reinforcing Bar List, see Sheet B1-29.

Bridge No. 554153

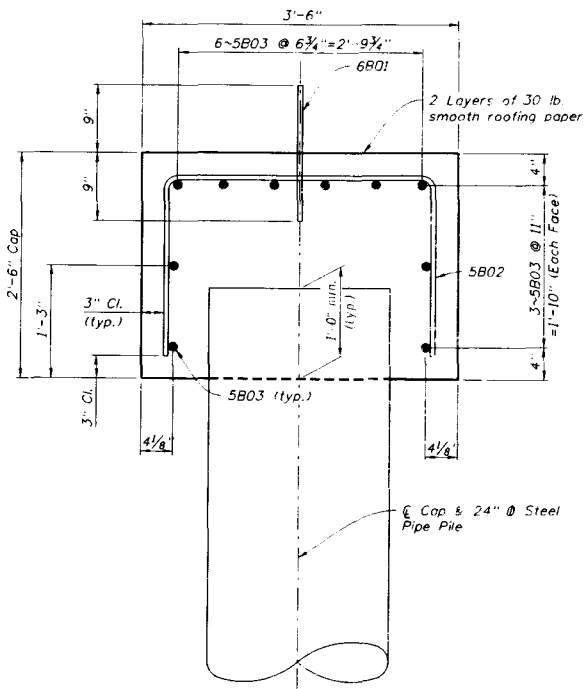
REVISIONS					<b>LOCHNER</b> 2940 EAST PARK AVENUE, SUITE 200 TALLAHASSEE, FLORIDA 32310 FPRP CERTIFICATE OF AUTH. # 094 CHARLES F. CRAYCRAFT P.E. # 32111	DRAWN BY: LTY: CE-114 CHECKED BY: MBL: CR-110 DESIGNED BY: BCP: 05-11 CHECKED BY: JAC: 05-11	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET TITLE: END BENT DETAILS (2 OF 2)	REF. DWG. NO.  SHEET NO. B1-18
DATE	BY	DESCRIPTION	DATE	BY			PROJECT NO.	CLIENT	FINANCIAL PROJECT ID		
						CR 2192	LEON	413491-1-52-01	NATURAL BRIDGE ROAD OVER BRANCH OF ST. MARKS RIVER		

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6B05-23.003, F.A.C.

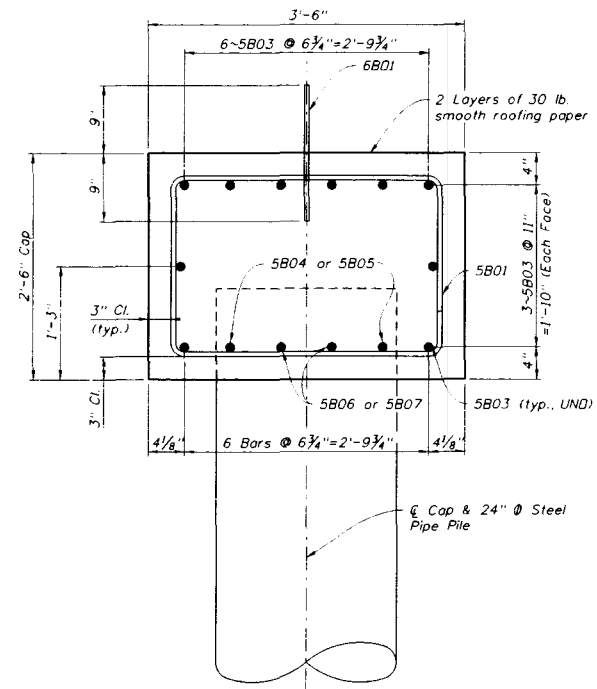


Page A74 of 85

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SECTION A-A



SECTION B-B

**NOTES:**

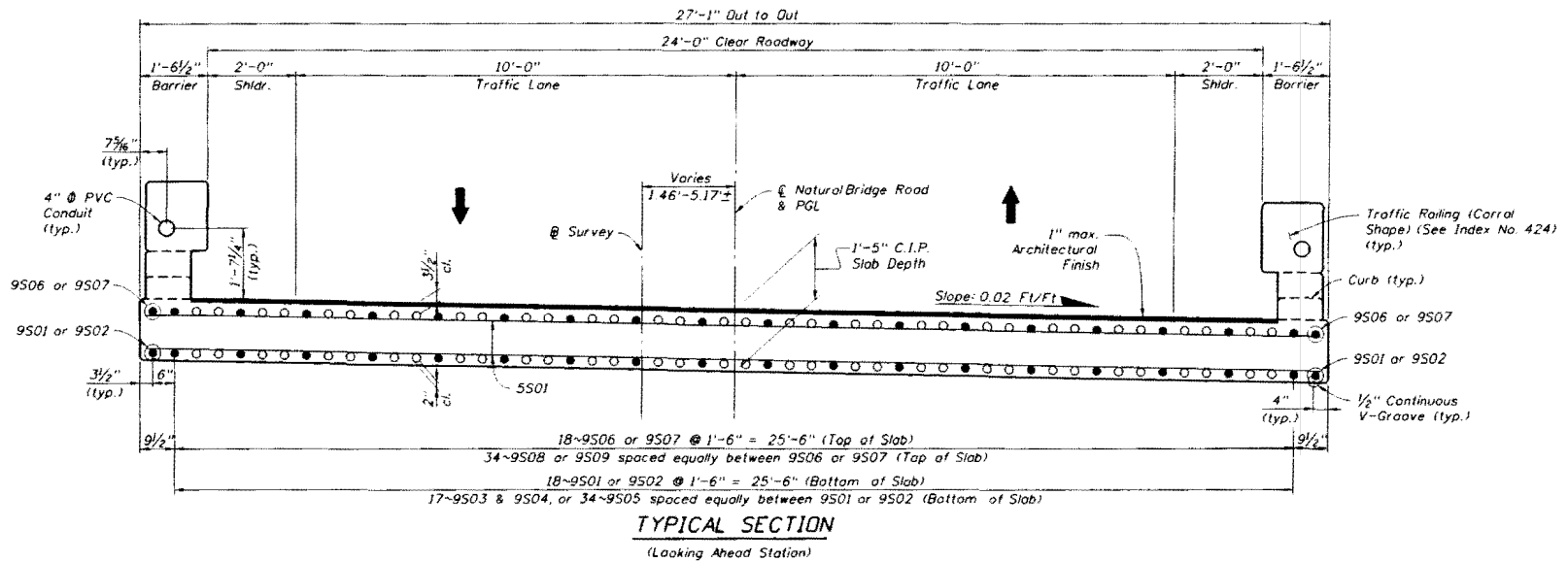
1. For Reinforcing Bar List see Sheet B1-29
2. Environmental Classification (Substructure)
  - Slightly Aggressive for Concrete
  - Moderately Aggressive for Steel

Bridge No. 554153

REVISIONS				<b>LOCHNER</b> 3940 EAST PARK AVENUE, SUITE 300 TALLAHASSEE, FLORIDA 32301 FDOT CERTIFICATE OF AUTH. # 094 CHARLES F. CRAYCRAFT, P.E. # 32131	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET TITLE:		REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE		BY	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	PROJECT NAME
						CR 2192	LEON	413491-1-52-01	NATURAL BRIDGE ROAD OVER BRANCH OF ST. MARKS RIVER	B1-20

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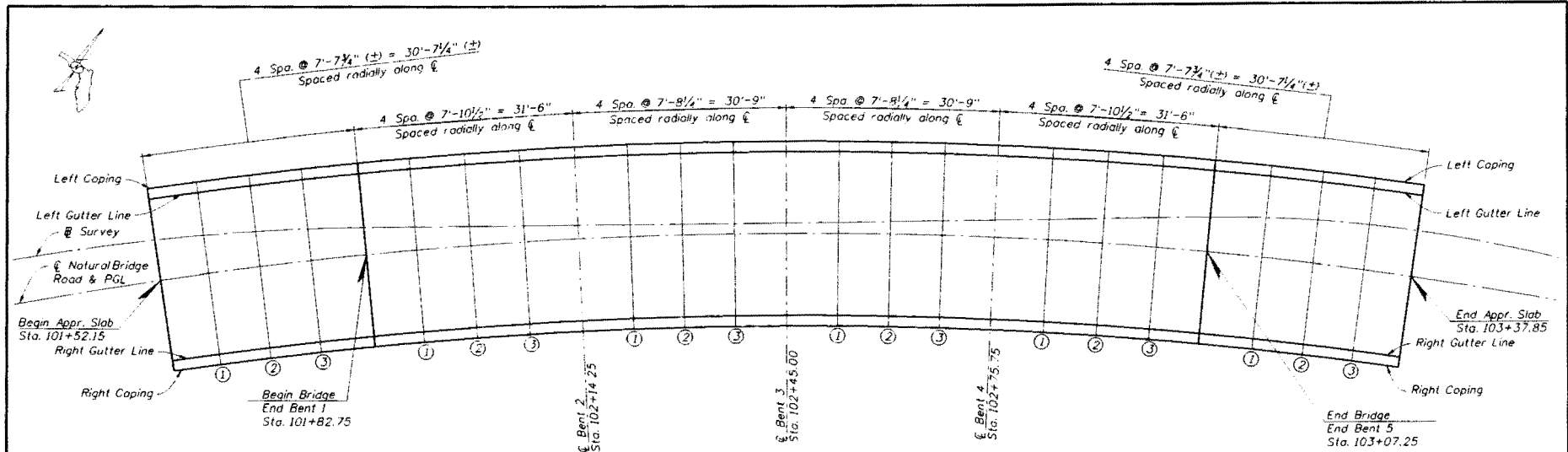


ESTIMATED QUANTITIES		
ITEM	UNIT	QUANTITY
Class II Concrete (Superstructure)	CY	176.9
Reinforcing Steel (Superstructure)	LB	47383
Concrete Traffic Railing, Bridge (Corral Shape) with curb	LF	372

Bridge No. 554153

REVISIONS						<b>LOCHNER</b> 2540 EAST PARK AVENUE, SUITE 300 TALLAHASSEE, FLORIDA 32301 FPMR CERTIFICATE OF AUTH. # 894 CHARLES F. CRATCRAFT, P.E. # 22121	DRAWN BY: L.V.G. 08-10 CHECKED BY: MEG 09-10 DESIGNED BY: BCR 10-10 CHECKED BY: JIF 10-10	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	SHEET TITLE: TYPICAL SECTION	REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	PROJECT NAME
						CR 2192	LEON	413491-1-52-01	NATURAL BRIDGE ROAD OVER BRANCH OF ST. MARKS RIVER	B1-21

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 68F5-23.001, F.A.C.



**FINISH GRADE ELEVATIONS**

LOCATION	BEGIN BRIDGE	SPAN 1		
		1	2	3
LEFT COPING	17.860	17.935	18.003	18.065
LEFT GUTTER	17.829	17.904	17.972	18.034
BASILINE SURVEY	17.671	17.732	17.789	17.841
CENTERLINE BRIDGE	17.589	17.664	17.732	17.794
RIGHT GUTTER	17.349	17.424	17.492	17.554
RIGHT COPING	17.318	17.393	17.462	17.523

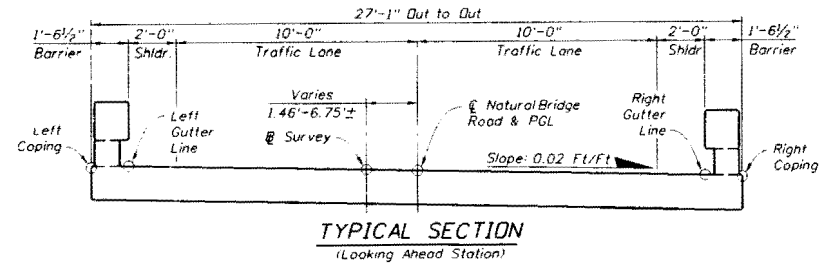
LOCATION	BENT 2	SPAN 2		
		1	2	3
LEFT COPING	18.120	18.168	18.209	18.244
LEFT GUTTER	18.089	18.137	18.178	18.213
BASILINE SURVEY	17.889	17.931	17.969	18.003
CENTERLINE BRIDGE	17.849	17.897	17.938	17.973
RIGHT GUTTER	17.609	17.657	17.698	17.733
RIGHT COPING	17.579	17.626	17.668	17.703

LOCATION	BENT 3	SPAN 3		
		1	2	3
LEFT COPING	18.273	18.296	18.312	18.322
LEFT GUTTER	18.242	18.265	18.281	18.291
BASILINE SURVEY	18.032	18.057	18.077	18.093
CENTERLINE BRIDGE	18.002	18.025	18.041	18.051
RIGHT GUTTER	17.762	17.785	17.801	17.811
RIGHT COPING	17.731	17.754	17.770	17.780

LOCATION	BENT 4	SPAN 4		
		1	2	3
LEFT COPING	18.326	18.323	18.314	18.298
LEFT GUTTER	18.295	18.292	18.283	18.267
BASILINE SURVEY	18.105	18.113	18.116	18.114
CENTERLINE BRIDGE	18.055	18.052	18.043	18.027
RIGHT GUTTER	17.815	17.812	17.803	17.787
RIGHT COPING	17.784	17.781	17.772	17.757

LOCATION	BEGIN SLAB	APPROACH SLAB 1		
		1	2	3
LEFT COPING	17.523	17.610	17.696	17.781
LEFT GUTTER	17.493	17.579	17.665	17.750
BASILINE SURVEY	17.372	17.452	17.529	17.604
CENTERLINE BRIDGE	17.253	17.339	17.425	17.510
RIGHT GUTTER	17.013	17.099	17.185	17.270
RIGHT COPING	16.982	17.068	17.154	17.239

LOCATION	BEGIN SLAB	APPROACH SLAB 2		
		1	2	3
LEFT COPING	18.248	18.214	18.179	18.144
LEFT GUTTER	18.217	18.183	18.148	18.113
BASILINE SURVEY	18.094	18.070	18.041	18.008
CENTERLINE BRIDGE	17.977	17.943	17.908	17.873
RIGHT GUTTER	17.737	17.703	17.668	17.633
RIGHT COPING	17.706	17.672	17.637	17.602



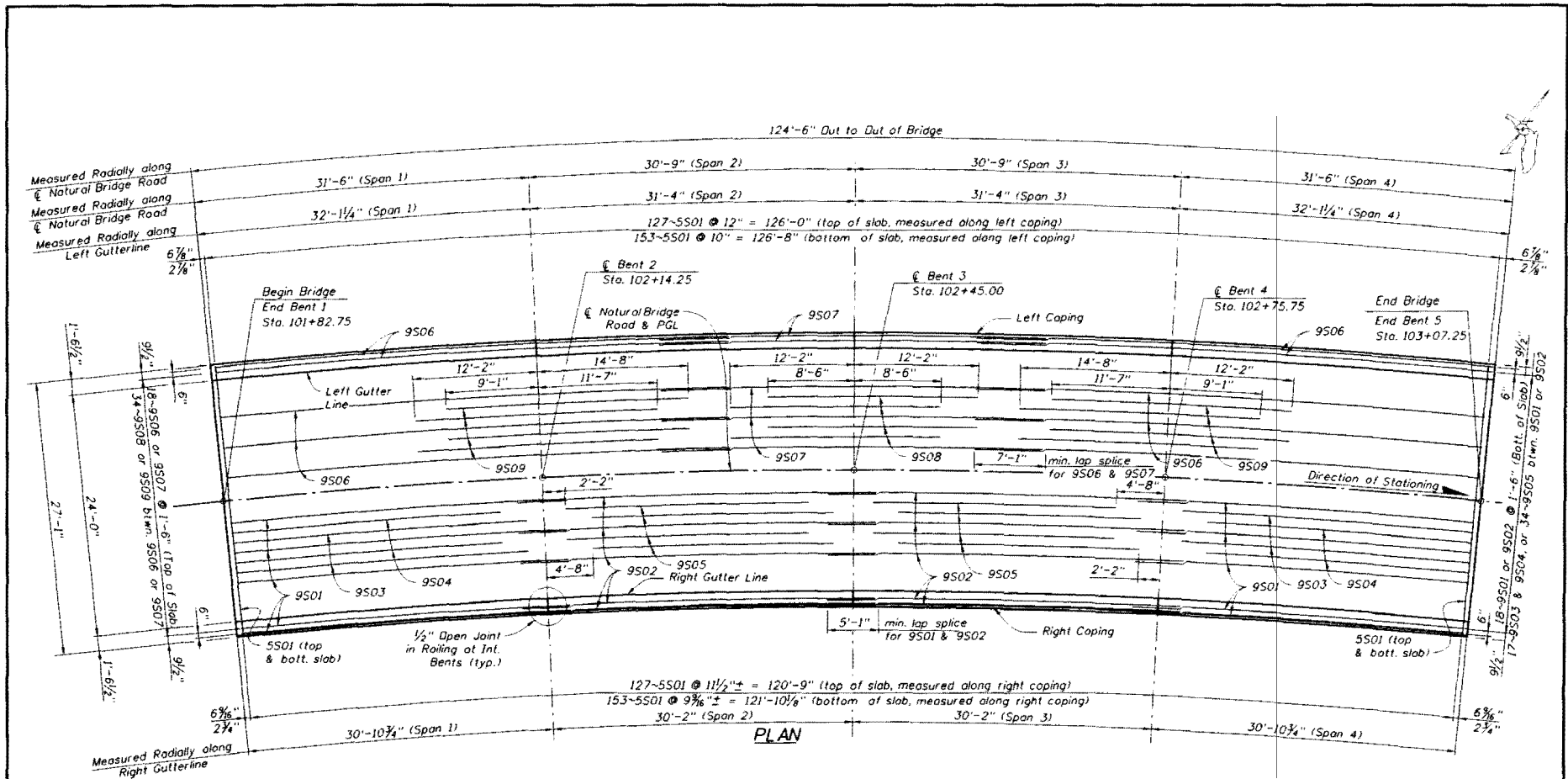
**TYPICAL SECTION**  
(Looking Ahead Station)

NOTE:  
Elevations given are top of slab elevations of copings, gutters, baseline, and centerline.

Bridge No. 554153

REVISIONS				LOCHNER	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	SHEET FILED	FINISH GRADE ELEVATIONS	REF. ENG. NO.
DATE	BY	DESCRIPTION	DATE					
				2740 EAST PARK AVENUE, SUITE 200 TALLAHASSEE, FLORIDA 32301 FPCR CERTIFICATE OF AUTH " 694 CHARLES F. CRAYCRAFT, P.E. " 32131	CR 2192 LEON 413491-1-52-01	NATURAL BRIDGE ROAD OVER BRANCH OF ST. MARKS RIVER	B1-22	

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PLAN

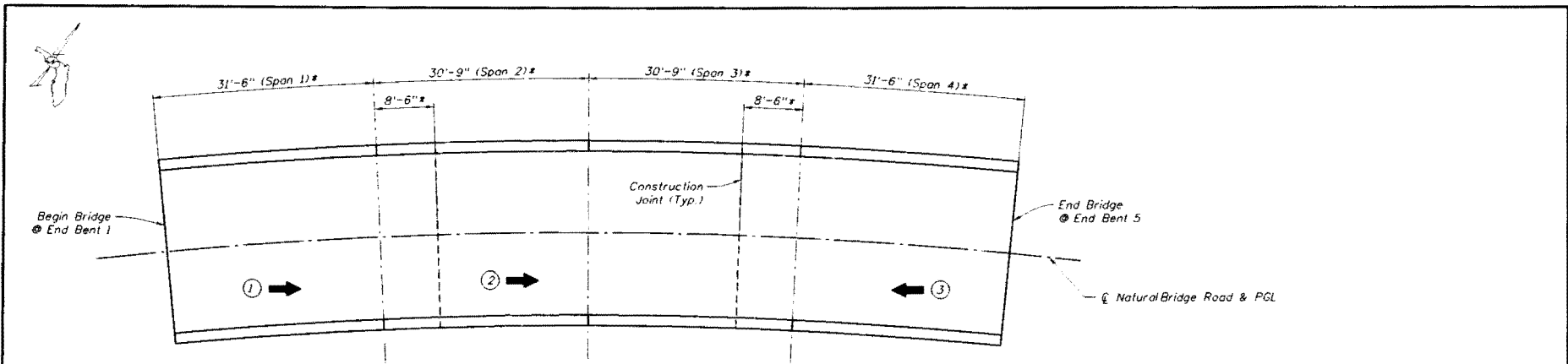
END POST LENGTH (Index No. 424)		
SPAN	GUTTER LINE	
	LEFT	RIGHT
1 & 4	3'-11 1/2"	3'-3 1/2"
2 & 3	3'-1 1/2"	2'-6 3/4"

- NOTES:
1. For reinforcing bar list, see sheet BI-29.
  2. Work this sheet with sheet BI-21.
  3. For pouring sequence, see sheet BI-24.

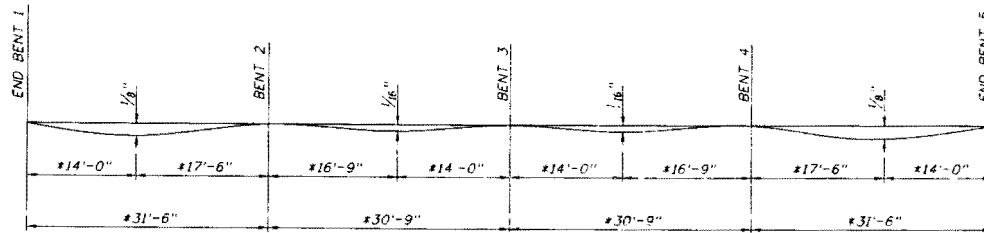
Bridge Nos. 554153

REVISIONS				LOCHNER	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	SHEET TITLE: SUPERSTRUCTURE PLAN	PROJECT NAME: NATURAL BRIDGE ROAD OVER BRANCH OF ST. MARKS RIVER
DATE	BY	DESCRIPTION	DATE				

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6805-23.001, F.A.C.



**CASTING SEQUENCE**  
\* MEASURED ALONG @ NATURAL BRIDGE ROAD



**DEAD LOAD DEFLECTION DIAGRAM - 4 SPAN CONTINUOUS SUPERSTRUCTURE**

**CAMBER NOTES:**

THE CONTRACTOR SHALL CAMBER THE FORMWORK BY THE AMOUNT SHOWN ABOVE TO COMPENSATE FOR THE DEAD LOAD DEFLECTION OF THE SLAB.

THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE ADDITIONAL CAMBER TO COMPENSATE FOR THE DEFLECTION OF THE FORMWORK DUE TO THE WEIGHT OF THE WET SLAB CONCRETE, SCREED AND OTHER CONSTRUCTION LOADS.

**SLAB CASTING NOTES:**

1. THE SEQUENCE AND DIRECTION OF THE SLAB POUR IS INDICATED BY: (X) →
2. NO UNIT SHALL BE POURED ADJACENT TO A PREVIOUSLY POURED UNIT THAT IS NOT A MINIMUM OF 72 HOURS OLD
3. THE CASTING SEQUENCE MAY BE MIRRORED TO ALLOW POURING TO BEGIN AT END BENT 5.
4. THE CONTRACTOR MAY SUBMIT, FOR APPROVAL, A REVISED CASTING SEQUENCE. THE SUBMITTAL SHALL INCLUDE STRUCTURAL ANALYSIS BY THE CONTRACTOR'S SPECIALTY ENGINEER REFLECTING THE NEW CASTING SEQUENCE AND ITS EFFECT ON THE CAMBER DIAGRAM. THE REVISION SHALL BE IN CONFORMANCE WITH CHAPTER 28 OF THE PLANS PREPARATION MANUAL - VOLUME 1.

Bridge No. 554153

REVISIONS					<b>LOCHNER</b> 2940 EAST PARK AVENUE, SUITE 200 TALLAHASSEE, FLORIDA 32301 FPRP CERTIFICATE OF AUTH. # 094 CHARLES F. CRAYCRAFT, P.E. # 22151	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET TITLE: SUPERSTRUCTURE DETAILS		REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE	BY		DESCRIPTION	BLVD. NO.	COUNTY	FINANCIAL PROJECT ID	PROJECT NAME	SHEET NO.
						CR 2192	LEON	413491-1-52-01	NATURAL BRIDGE ROAD OVER BRANCH OF ST. MARK'S RIVER	B1-24	

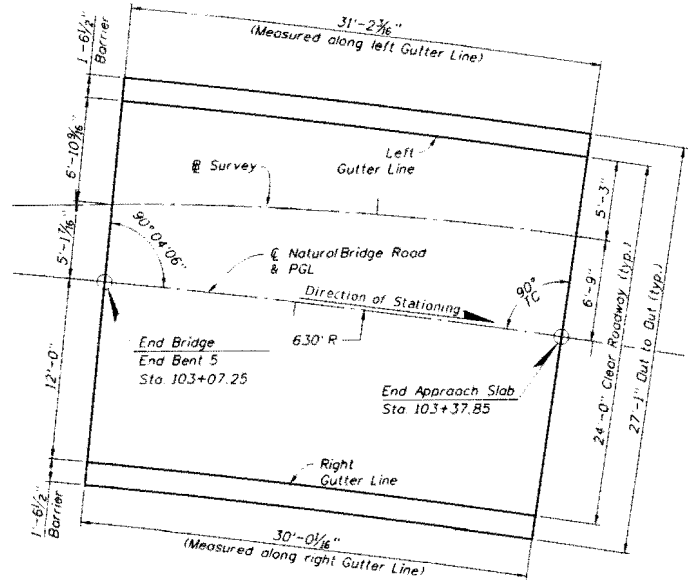
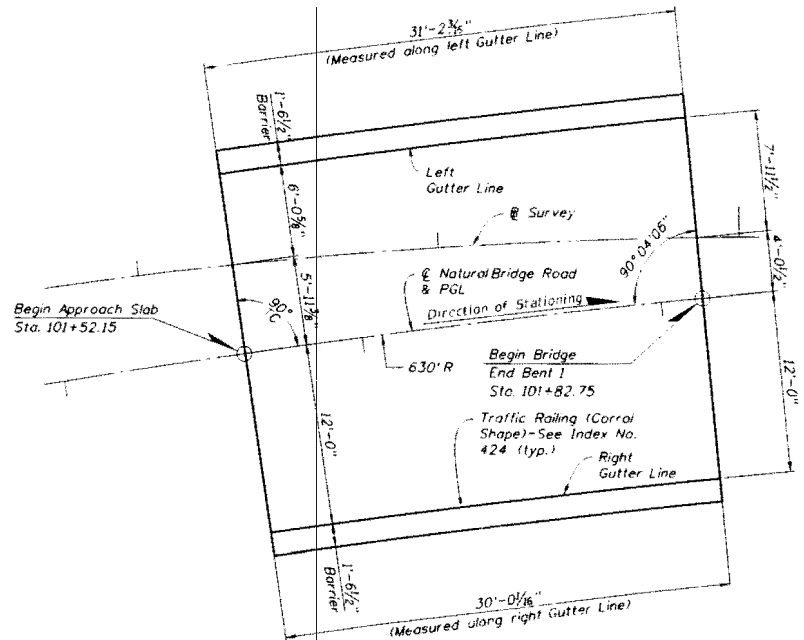
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POURED EXPANSION JOINT DATA TABLE			
INDEX NO. 21110			
LOCATION	DIM. "A" @ 70°	TOTAL DESIGN MOVEMENT	DIM. "A" ADJUSTMENT PER 10°F
End Bent 1	2.0"	0.52"	0.044"
End Bent 5	2.0"	0.52"	0.044"
NOTE: Dim. "A" adjustment per 10°F shown is measured perpendicular to $\perp$ Expansion Joint. Work this table with Design Standards Index No. 21110.			

Bridge No. 554153

REVISIONS						<b>LOCHNER</b> 2140 EAST PARK AVENUE, SUITE 200 TALLAHASSEE, FLORIDA 32304 FPCR CERTIFICATE OF AUTH. # 094 CHARLES F. CRAYCRAFT, P.E. # 52131	DRAWN BY: SCR 05-11 CHECKED BY: MBE 05-11 DESIGNED BY: BEM 05-11 CHECKED BY: JTF 05-11	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET TITLE	
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION			ROAD NO.	COUNTY	FINANCIAL PROJECT ID	EXPANSION JOINT DETAILS	
						CR 2192	LEON	413491-1-52-01	NATURAL BRIDGE ROAD OVER BRANCH OF ST. MARKS RIVER			
										REF. SHE. NO.		
										SHEET NO.		
										B1-25		

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 68J5-23.003, F.A.C.



APPROACH SLAB INDEX 20910 TABLE OF DIMENSIONS AND ESTIMATED QUANTITIES							Table Date 7-01-05	
LOCATION	DIMENSIONS					ANGLE $\phi$	REINFORCING STEEL (Lbs.)	CLASS II CONCRETE (C.Y.)
	L 1	L 2	M1	M2	N			
Approach Slab @ EB1	31'-2 3/8"	30'-0 1/8"	1'-6 1/2"	1'-6 1/2"	24'-0"	90° 04' 06"	5916	33.4
Approach Slab @ EB5	31'-2 3/8"	30'-0 1/8"	1'-6 1/2"	1'-6 1/2"	24'-0"	90° 04' 06"	5916	33.4

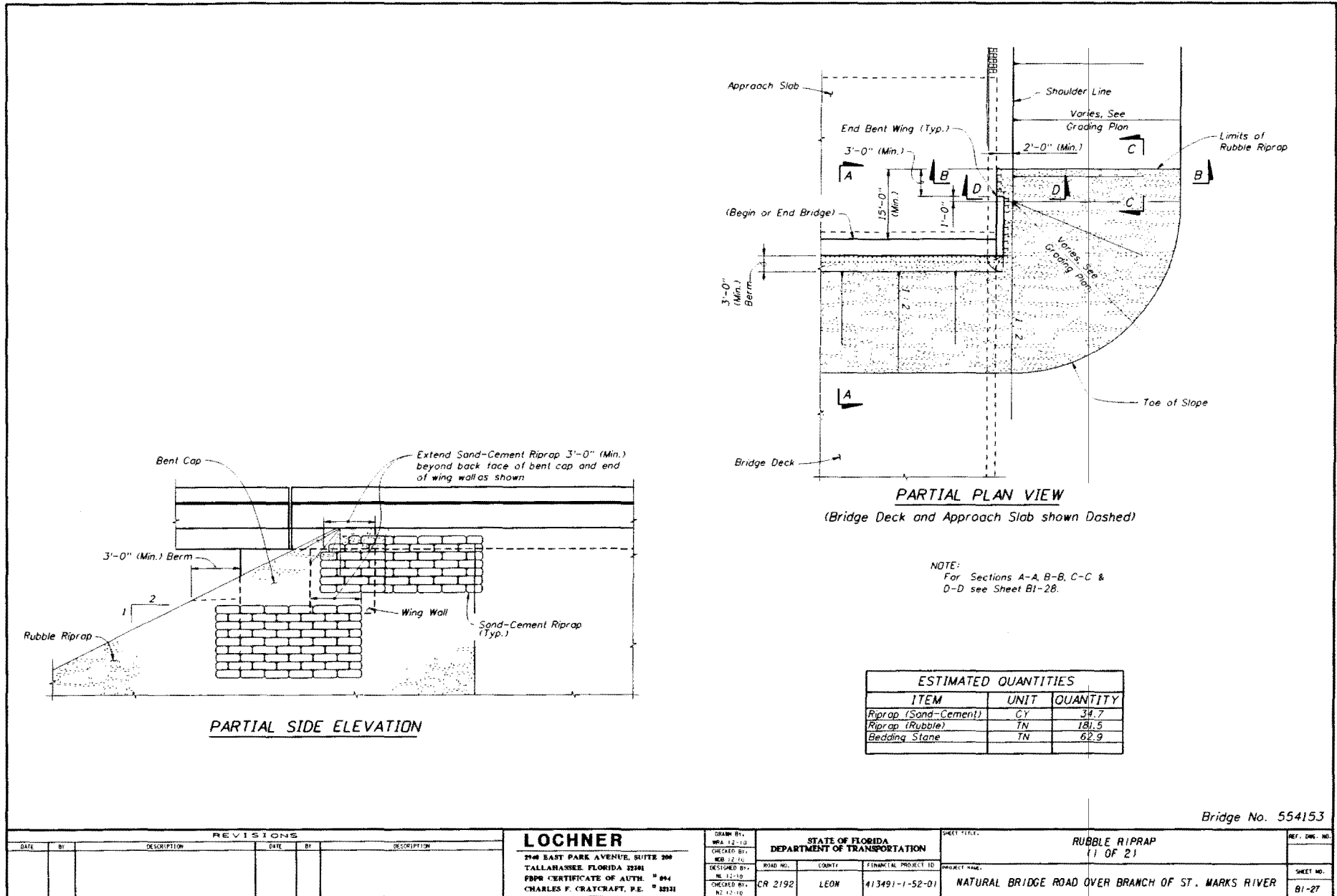
*Dimension and Quantity Notes:*  
 Dimensions 'L 1' & 'L 2' are measured along gutter line, inside face of parapet or inside face of railing on raised sidewalks.  
 Dimensions 'L 1' & 'L 2' are arc dimensions within curved alignments.  
 Quantities shown are for one Approach Slab and where applicable, raised sidewalks. Quantities do not include items placed on the slab such as Traffic Railing, Pedestrian/Bicycle Railings or Traffic Separators.  
 For Traffic Railing, Pedestrian/Bicycle Railing and Traffic Separator Quantities see Bid Item List.

- NOTE:**
1. Approach slab thickness shall be increased from 1'-0" (as shown on Std. Index 20910) to 1'-1" to account for the aesthetic form liners.
  2. Concrete cover for top riding surfaces shall be increased from 2 1/2" (as shown on Std. Index 20910) to 3 1/2" to account for the aesthetic form liners.

Bridge No. 554153

REVISIONS					LOCHNER 2740 EAST PARK AVENUE, SUITE 200 TALLAHASSEE, FLORIDA 32301 PDR CERTIFICATE OF AUTH. # 2004 CHARLES F. CRAYCRAFT, P.E. # 22151	DRAWN BY: LEG. 05-11 CHECKED BY: R08 05-11 DESIGNED BY: R08 05-11 CHECKED BY: R08 05-11	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET TITLE: APPROACH SLAB		REF. Dwg. NO.
DATE	BY	DESCRIPTION	DATE	DESCRIPTION			ROAD NO.	COUNTY	FINANCIAL PROJECT ID	PROJECT NAME	SHEET NO.	
						CR 2192	LEON	413491-1-52-01	NATURAL BRIDGE ROAD OVER BRANCH OF ST. MARKS RIVER		81-26	

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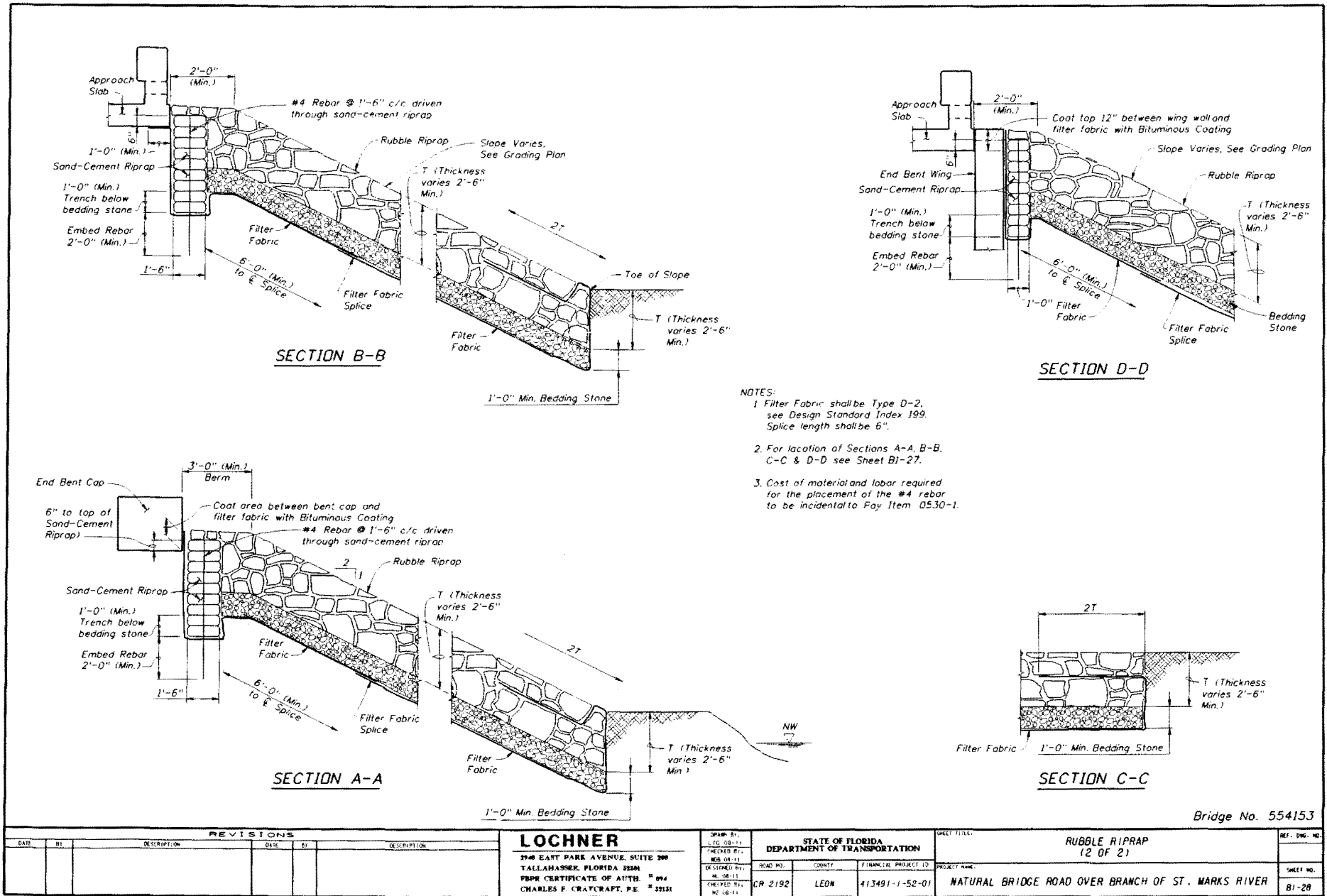


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Page A82 of 85

Bridge No. 554153

REVISIONS				LOCHNER 2700 EAST PARK AVENUE, SUITE 200 TALLAHASSEE, FLORIDA 32301 FPBR CERTIFICATE OF AUTH. # 094 CHARLES F. CRAYCRAFT, P.E. # 52131	DRAWN BY: WRA 12-10	CHECKED BY: WCB 12-10	DESIGNED BY: ML 12-10	CHECKED BY: ML 12-10	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	ROAD NO. CR 2192	COUNTY LEON	FINANCIAL PROJECT ID 413491-1-52-01	SHEET TITLE:		REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE										BY	DESCRIPTION	



- NOTES:
1. Filter Fabric shall be Type D-2, see Design Standard Index 199. Splice length shall be 6".
  2. For location of Sections A-A, B-B, C-C & D-D see Sheet B1-27.
  3. Cost of material and labor required for the placement of the #4 rebar to be incidental to Foy Item 0530-1.

Bridge No. 554153

REVISIONS				<b>LOCHNER</b> 2140 EAST PARK AVENUE, SUITE 200 TALLAHASSEE, FLORIDA 32304 PBRP CERTIFICATE OF AUTH. # 094 CHARLES F. CRAYCRAFT, P.E. # 22151	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			RUBBLE RIPRAP (2 OF 2)		REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE		BY	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	PROJECT NAME
						GR 2192	LEON	413491-1-52-01	NATURAL BRIDGE ROAD OVER BRANCH OF ST. MARKS RIVER	B1-28

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE STORED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



MARK	LENGTH	NO	TYP	STY	B	C	D	E	F	H	J	K	N	Ø										
SIZE	DES	FT	IN	BARS	BAR	A	G	FT	IN	FR	FT	IN	FR	FT	IN	FR	FT	IN	FR	FT	IN	FR	NO	ANG
LOCATION		END BENTS		NO. REQUIRED = 2																				
5	EB01	10	10	21	4	4	4	1-11	3-0															
5	EB02	6	10	4	11			3-0	1-11	1-11														
5	EB03	28	10	10	1			28-10																
5	EB04	2	6	4	1			2-6																
5	EB05	6	9	6	11			5-3	0-10	0-10														
5	EB06	3	0	4	1			3-0																
5	EB07	6	2	6	11			4-6	0-10	0-10														
6	EB01	1	6	9	1			1-6																
5	W01	3	6	28	1			3-6																
5	W02	5	11	8	1			5-11																
5	W03	8	1	6	10			5-11	2-2															
5	W04	5	4	6	10			3-2	2-2															
LOCATION		INTERMEDIATE BENTS		NO. REQUIRED = 3																				
5	B01	11	0	21	4	4	4	2-0	3-0															
5	B02	7	0	4	11			3-0	2-0	2-0														
5	B03	26	9	10	1			26-9																
5	B04	2	5	4	1			2-5																
5	B05	6	8	6	11			5-0	0-10	0-10														
5	B06	2	1	4	1			2-1																
5	B07	6	0	6	11			4-4	0-10	0-10														
6	B01	1	6	9	1			1-6																
LOCATION		SLAB		NO. REQUIRED = 1																				
5	S01	26	9	280	1			26-9																
9	S01	34	7	40	1			34-7																
9	S02	36	7	40	1			36-7																
9	S03	30	1	34	1			30-1																
9	S04	27	7	34	1			27-7																
9	S05	24	10	68	1			24-10																
9	S06	51	4	40	1			51-4																
9	S07	38	7	20	1			38-7																
9	S08	20	8	34	1			20-8																
9	S09	23	9	68	1			23-9																
LOCATION		APPROACH SLAB		NO. REQUIRED = 2																				
5	A1	VARY	28	1				29-5																
		30	1	0	1			30-9																
5	B	26	9	74	1			26-9																
8	A2	VARY	37	1				29-5																
		30	1	0	1			30-9																
END OF LIST																								

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-231.003, F.A.C.

Page A84 of 85

Bridge No. 554153

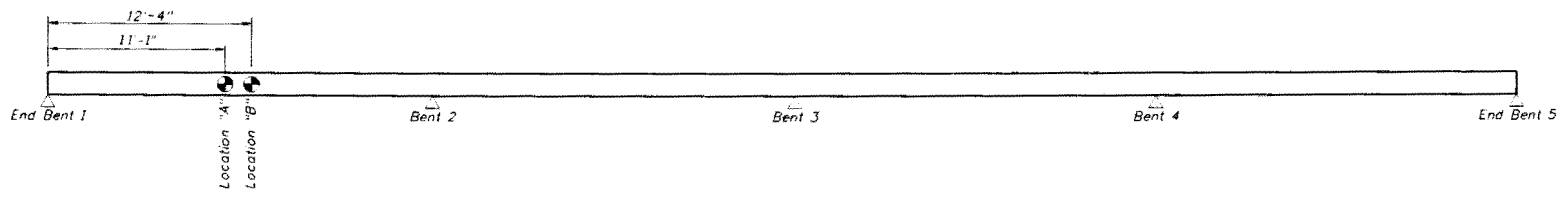
<b>REVISIONS</b> DATE BY DESCRIPTION  				<b>LOCHNER</b> 2540 EAST PARK AVENUE, SUITE 200 TALLAHASSEE, FLORIDA 32301 FBPR CERTIFICATE OF AUTH. # 094 CHARLES F. CRAYCRAFT, P.E. # 21111				DESIGN BY: LSG 08-11 CHECKED BY: JTF 08-11 DESIGNED BY: ROAD NO. COUNTY FINANCIAL PROJECT ID CHECKED BY: CR 2192 LEON 413491-1-52-01 JTF 08-11				SHEET TITLE: <b>REINFORCING BAR LIST</b> PROJECT NAME: <b>NATURAL BRIDGE ROAD OVER BRANCH OF ST. MARKS RIVER</b>				REF. DWG. NO.  SHEET NO. <b>81-29</b>	
---	--	--	--	---	--	--	--	--	--	--	--	---	--	--	--	--	--

Load Rating Summary Details for Reinforced Concrete Bridges																	
Table 2 - LRFR using Part A																	
Level	Limit State	Vehicle	Weight (tons)	Load Factors			Moment (Strength)				Shear (Strength)				Comments		
				LL	DC	DW	Distribution Factor (DF)	Rating Factor	Tons	Location	Dimension	Distribution Factor (DF)	Rating Factor	Tons		Location	Dimension
Design Load Rating	Strength I (Inv)	HL-93	N/A	1.75	1.25	1.50	0.096	1.24	N/A	B	12'-4"	N/A	N/A	N/A	N/A	N/A	Interior/exterior beam DF method if other than LRFD. Other appropriate comments
	Strength I (Op)	HL-93	N/A	1.35	1.25	1.50	0.096	1.61	N/A	R	12'-4"	N/A	N/A	N/A	N/A	N/A	
Legal Load Rating	Strength I	SU4	35.0	1.35	1.25	1.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
	Strength I	C5	40.0	1.35	1.25	1.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
	Strength I	ST5	40.0	1.35	1.25	1.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Permit Load Rating	Strength II	FL120	60.0	1.35	1.25	1.50	0.096	1.27	76.2	A	11'-1"	N/A	N/A	N/A	N/A	N/A	

General Notes:  
1. This table is based on the requirements established in the January 2011 "Structures Manual".

Table 2 Notes:  
1. Permit capacity is determined by using the permit vehicle in all lanes.  
2. If the Design Operating Load Rating is greater than 1.4, Load Rating using Legal Vehicles SU4, C5, and ST5 is not required.  
3. Has the AASHTO LRFD Specifications Article 5.8.3.5 longitudinal reinforcement been satisfied?  Yes  No

Abbreviations:  
Inv - Inventory  
Op - Operating



RATING LOCATIONS

Controlling Load Rating			
Limit State	Vehicle	Weight (Tons)	Rating Factor
Strength I	HL-93	N/A	1.24

Bridge No. 554153

REVISIONS				<b>LOCHNER</b> 294 EAST PARK AVENUE, SUITE 200 TALLAHASSEE, FLORIDA 32301 FBPR CERTIFICATE OF AUTH. # 004 CHARLES F. CRAYCRAFT, P.E. # 32151	DESIGN BY: BCR 10-10 CHECKED BY: BCR 10-10 DATE: 10-10-10	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET TITLE: <b>LOAD RATING SUMMARY</b>	REF. Dwg. NO.
DATE	BY	DESCRIPTION	DATE			BY	DESCRIPTION	PROJECT NO.		PROJECT NAME
						CR 2192	LEON	413491-1-52-01	NATURAL BRIDGE ROAD OVER BRANCH OF ST. MARKS RIVER	B1-30

NOTICE - THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE STORED AND SEALED UNDER RULE 61D15 23.003, F.A.C.

## Exhibit "B"

701-GWD.01-11/00

March 22, 2012

This instrument prepared by,  
or under the direction of,  
Timothy H. Wells  
Department of Transportation  
P. O. Box 607  
Chipley, FL 32428

Legal description approved by:  
Shannon Riley

Parcel	1100.1
Item/Segment No.	4134911
Managing District	3
C.R.	Natural Bridge Road
County	Leon

### WARRANTY DEED

THIS WARRANTY DEED Made the 22 day of July, 2012, by ST. JOE TIMBERLAND COMPANY OF DELAWARE, LLC, a Delaware Limited Liability Company, grantor, to LEON COUNTY, FLORIDA, whose address is 301 S. Monroe Street, Tallahassee, Florida 32301, grantee: (wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Leon County, Florida, viz:

A. A parcel of land being in Section 29, Township 2 South, Range 2 East, Leon County, Florida, described as follows: Commence at a 1 inch pinched iron pipe (no ID) marking the southwest corner of the Northwest ¼ of the Northeast ¼ of said Section 29; thence North 89°54'15" East 614.59 feet along the south line of said Northwest ¼ of Northeast ¼ to the centerline of survey of Natural Bridge Road (county maintained), as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No. 4134911 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence North 33°48'18" East 69.81 feet along said centerline of survey; thence departing said centerline, run North 56°13'42" West 18.16 feet to the existing northwesterly right of way line of said Natural Bridge Road, as shown on said Right of Way Map and POINT OF BEGINNING; thence North 33°30'19" East 42.62 feet along said northwesterly right of way line; thence North 36°48'23" East 8.92 feet along said right of way line; thence departing said right of way line, run South 41°38'07" West 52.02 feet; thence South 56°13'42" East 6.84 feet to POINT OF BEGINNING;

Containing 165 square feet, more or less.

ALSO:

B. A parcel of land being in Section 29, Township 2 South, Range 2 East, Leon County, Florida, described as follows: Commence at a 1 inch pinched iron pipe (no ID) marking the southwest corner of the Northwest ¼ of the Northeast ¼ of said Section 29; thence North 89°54'15" East 614.59 feet along the south line of said Northwest ¼ of Northeast ¼ to the centerline of survey of Natural Bridge Road (county maintained), as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No. 4134911 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence North 33°48'18" East 133.03 feet along said centerline of survey to a point on a tangent curve to the right (concave southeasterly); thence northeasterly along said centerline and said

curve, having a radius of 322.10 feet, for a distance of 122.50 feet, through a central angle of 21°47'26" to end of curve; thence North 55°33'44" East 14.59 feet along said centerline of survey; thence departing said centerline, run North 34°26'16" West 20.05 feet to the existing northwesterly right of way line of said Natural Bridge Road, as shown on said Right of Way Map and POINT OF BEGINNING; thence South 55°05'28" West 19.85 feet along said right of way line; thence South 12°15'29" West 8.10 feet; thence South 49°13'53" West 4.85 feet along said northwesterly right of way line; thence departing said right of way line, run North 40°46'03" West 10.78 feet to a point on a non-tangent curve to the right (concave southeasterly); thence (from a tangent bearing of North 49°13'57" East) northeasterly along said curve, having a radius of 660.00 feet, for a distance of 31.43 feet, through a central angle of 02°43'42" to end of curve; thence South 38°02'21" East 7.20 feet to POINT OF BEGINNING;

Containing 237 square feet, more or less.

ALSO:

- C. A parcel of land being in Section 29, Township 2 South, Range 2 East, Leon County, Florida, described as follows: Commence at a 1 inch pinched iron pipe (no ID) marking the southwest corner of the Northwest ¼ of the Northeast ¼ of said Section 29; thence North 89°54'15" East 614.59 feet along the south line of said Northwest ¼ of Northeast ¼ to the centerline of survey of Natural Bridge Road (county maintained), as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No. 4134911 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence North 33°46'18" East 133.03 feet along said centerline of survey to a point on a tangent curve to the right (concave southeasterly); thence northeasterly along said centerline and said curve, having a radius of 322.10 feet, for a distance of 122.50 feet, through a central angle of 21°47'26" to end of curve; thence North 55°33'44" East 107.89 feet along said centerline of survey; thence departing said centerline, run North 34°26'16" West 20.82 feet to the existing northwesterly right of way line of said Natural Bridge Road, as shown on said Right of Way Map and POINT OF BEGINNING; thence North 55°05'28" East 19.85 feet along said right of way line; thence South 80°08'19" East 13.33 feet; thence North 83°58'56" East 0.84 feet along said northwesterly right of way line; thence departing said right of way line, run North 27°07'33" West 11.72 feet to a point on a non-tangent curve to the left (concave southeasterly); thence (from a tangent bearing of South 82°52'27" West) southwesterly along said curve, having a radius of 660.00 feet, for a distance of 31.43 feet, through a central angle of 02°43'42" to end of curve; thence South 29°51'15" East 5.62 feet to POINT OF BEGINNING;

Containing 184 square feet, more or less.

ALSO:

- D. A parcel of land being in Section 29, Township 2 South, Range 2 East, Leon County, Florida, described as follows: Commence at a 1 inch pinched iron pipe (no ID) marking the southwest corner of the Northwest ¼ of the Northeast ¼ of said Section 29; thence North 89°54'15" East 614.59 feet along the south line of said Northwest ¼ of Northeast ¼ to the centerline of survey of Natural Bridge Road (county maintained), as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No. 4134911 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence North 33°46'18" East 133.03 feet along said centerline of survey to a point on a tangent curve to the right (concave southeasterly); thence northeasterly along said centerline and said curve, having a radius of 322.10 feet, for a distance of 122.50 feet, through a central angle of 21°47'26" to end of curve; thence North 55°33'44" East 122.41 feet to a point on a tangent curve to right (concave southeasterly); thence northeasterly along said curve, having a radius of 211.98 feet, for a distance of 71.32 feet, through a central angle of 19°16'38" to end of curve; thence North 74°50'22" East 75.42 feet along said centerline of survey; thence departing said centerline, run North 15°09'38" West 15.90 feet to the existing northerly right of way line of said Natural Bridge Road, as shown on said Right of Way Map and POINT OF BEGINNING; thence South 75°01'33" West 72.16 feet along said northerly right of way line; thence departing said right of way line, run North 60°26'42" East 29.92 feet; thence North 79°34'20" East 43.33 feet; thence South 15°09'38" East 4.10 feet to POINT OF BEGINNING;

Containing 360 square feet, more or less.

ALSO:

- E. A parcel of land being in Section 29, Township 2 South, Range 2 East, Leon County, Florida, described as follows: Commence at a 1 inch pinched iron pipe (no ID) marking the southwest corner of the Northwest ¼ of the Northeast ¼ of said Section 29; thence North 89°54'15" East 614.59 feet along the south line of said Northwest ¼ of Northeast ¼ to the centerline of survey of Natural Bridge Road (county maintained), as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No. 4134911 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence North 33°46'18" East 69.81 feet along said centerline of survey; thence departing said centerline, run South 56°13'42" East 16.92 feet to the existing southeasterly right of way line of said Natural Bridge Road, as shown on said Right of Way Map and POINT OF BEGINNING; thence North 35°09'12" East 35.65 feet along said right of way line; thence North 38°05'44" East 62.72 feet; thence North 43°05'07" East 58.00 feet; thence North 55°49'57" East 156.84 feet; thence North 70°28'41" East 57.23 feet; thence North 74°03'54" East 100.04 feet along said southeasterly right of way line; thence departing said right of way line, run South 42°19'37" West 36.87 feet to a point on a non-tangent curve to the left (concave southeasterly); thence (from a tangent bearing of South 74°41'50" West) southwesterly along said curve, having a radius of 590.00 feet, for a distance of 46.83 feet, through a central angle of 04°32'50" to end of curve; thence North 19°51'00" West 5.00 feet to a point on a non-tangent curve to the left (concave southeasterly); thence (from a tangent bearing of South 70°09'00" West) southwesterly along said curve, having a radius of 595.00 feet, for a distance of 47.22 feet, through a central angle of 04°32'50" to end of curve; thence North 24°23'50" West 5.00 feet to a point on a non-tangent curve to the left (concave southeasterly); thence (from a tangent bearing of South 65°36'10" West) southwesterly along said curve, having a radius of 600.00 feet, for a distance of 57.14 feet, through a central angle of 05°27'25" to end of curve; thence North 29°51'15" West 5.00 feet to a point on a non-tangent curve to the left (concave southeasterly); thence (from a tangent bearing of South 60°08'45" West) southwesterly along said curve, having a radius of 605.00 feet, for a distance of 86.43 feet, through a central angle of 08°11'06" to end of curve; thence South 38°02'21" East 5.00 feet to a point on a non-tangent curve to the left (concave southeasterly); thence (from a tangent bearing of South 51°57'39" West) southwesterly along said curve, having a radius of 600.00 feet, for a distance of 47.62 feet, through a central angle of 04°32'50" to end of curve; thence North 42°35'11" West 5.00 feet to a point on a non-tangent curve to the left (concave southeasterly); thence (from a tangent bearing of South 47°24'49" West) southwesterly along said curve, having a radius of 605.00 feet, for a distance of 144.05 feet, through a central angle of 13°38'31" to end of curve; thence North 56°13'42" West 8.08 feet to POINT OF BEGINNING;

Containing 5,843 square feet, more or less.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:  
(Two witnesses required by Florida Law)

St. Joe Timberland Company of Delaware,  
LLC

Janet P. Green  
Print Name: Janet P. Green

By: Patrick Bienvenue  
Its: Executive Vice President

Jeff Stauffer  
Print Name: Jeff Stauffer

Address of grantor:  
133 S. Watersound Parkway  
Watersound, FL 32413

STATE OF Florida  
COUNTY OF Walton

The foregoing instrument was acknowledged before me this day 23rd of July, 2012, by Patr. CK  
Bienvenue, who is personally known to me or who has produced \_\_\_\_\_  
\_\_\_\_\_ as identification.

Sherry L. Johnson  
(Type/print or stamp name under signature)  
Title or rank (Serial No., if any) PEE 202470

Affix Seal





# Leon County

## Board of County Commissioners

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

### Commissioners

**BILL PROCTOR**  
District 1

**JANE G. SAULS**  
District 2

**JOHN DAILEY**  
District 3

**BRYAN DESLOGE**  
District 4

**KRISTIN DOZIER**  
District 5

**MARY ANN LINDLEY**  
At-Large

**NICK MADDOX**  
At-Large

**VINCENT S. LONG**  
County Administrator

**HERBERT W.A. THIELE**  
County Attorney

**March 12, 2015**

**The Honorable Benjamin Bishop, Chairman**  
**Jefferson County Board of County Commissioners**  
**1 Courthouse Circle**  
**Monticello, FL 32344**

**Dear Chairman Bishop,**

On behalf of the Leon County Board of County Commissioners, I am writing to inquire about Jefferson County's interest in providing funding for a temporary bridge during the replacement of the bridge on Natural Bridge Road. Leon County is also making a similar request to Wakulla County.

As you are aware, Leon County sent a letter to Florida Department of Transportation (FDOT) on February 11, 2015 expressing concerns raised by citizens regarding the duration of the closure, the proposed 21-mile detour route, and the limited access to emergency services. It is my understanding that Jefferson County adopted a resolution expressing similar concerns.

On March 6, we received a response from FDOT indicating that it has suspended all activity on this project with respect to our shared concerns regarding public safety. Additionally, FDOT identified alternatives for consideration, which included options to retain a temporary bridge throughout the duration of the project. However, preliminary estimates indicate that these options would add in excess of an additional \$2 million to the total project cost.

Prior to the Leon County Commission's consideration of whether to move forward or restructure the project, we would like to determine Wakulla and Jefferson Counties' interest in funding the temporary bridge by Friday, April 3 in advance of our next County Commission meeting. In the meantime, should you have any questions please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Mary Ann Lindley".

**Mary Ann Lindley**  
**Chairman**

**CC: Leon County Board of County Commissioners**  
**Vincent S. Long, County Administrator**  
**Herb Thiele, County Attorney**  
**Tommy Barfield, FDOT Secretary District 3**

*"People Focused. Performance Driven."*



# Leon County

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301 South Monroe Street, Tallahassee, Florida 32301  
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At-Large

**NICK MADDON**  
At-Large

**VINCENT S. LONG**  
County Administrator

**HERBERT W.A. THIELE**  
County Attorney

March 12, 2015

**The Honorable Ralph Thomas, Chairman**  
**Wakulla County Board of County Commissioners**  
**3093 Crawfordville Highway**  
**Crawfordville, FL 32327**

Dear Chairman Thomas,

On behalf of the Leon County Board of County Commissioners, I am writing to inquire about Wakulla County's interest in providing funding for a temporary bridge during the replacement of the bridge on Natural Bridge Road. Leon County is also making a similar request to Jefferson County.

As you are aware, Leon County sent a letter to Florida Department of Transportation (FDOT) on February 11, 2015 expressing concerns raised by citizens regarding the duration of the closure, the proposed 21-mile detour route, and the limited access to emergency services. It is my understanding that Wakulla County sent a similar letter to FDOT.

On March 6, we received a response from FDOT indicating that it has suspended all activity on this project with respect to our shared concerns regarding public safety. Additionally, FDOT identified alternatives for consideration, which included options to retain a temporary bridge throughout the duration of the project. However, preliminary estimates indicate that these options would add in excess of an additional \$2 million to the total project cost.

Prior to the Leon County Commission's consideration of whether to move forward or restructure the project, we would like to determine Wakulla and Jefferson Counties' interest in funding the temporary bridge by Friday, April 3 in advance of our next County Commission meeting. In the meantime, should you have any questions please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Mary Ann Lindley".

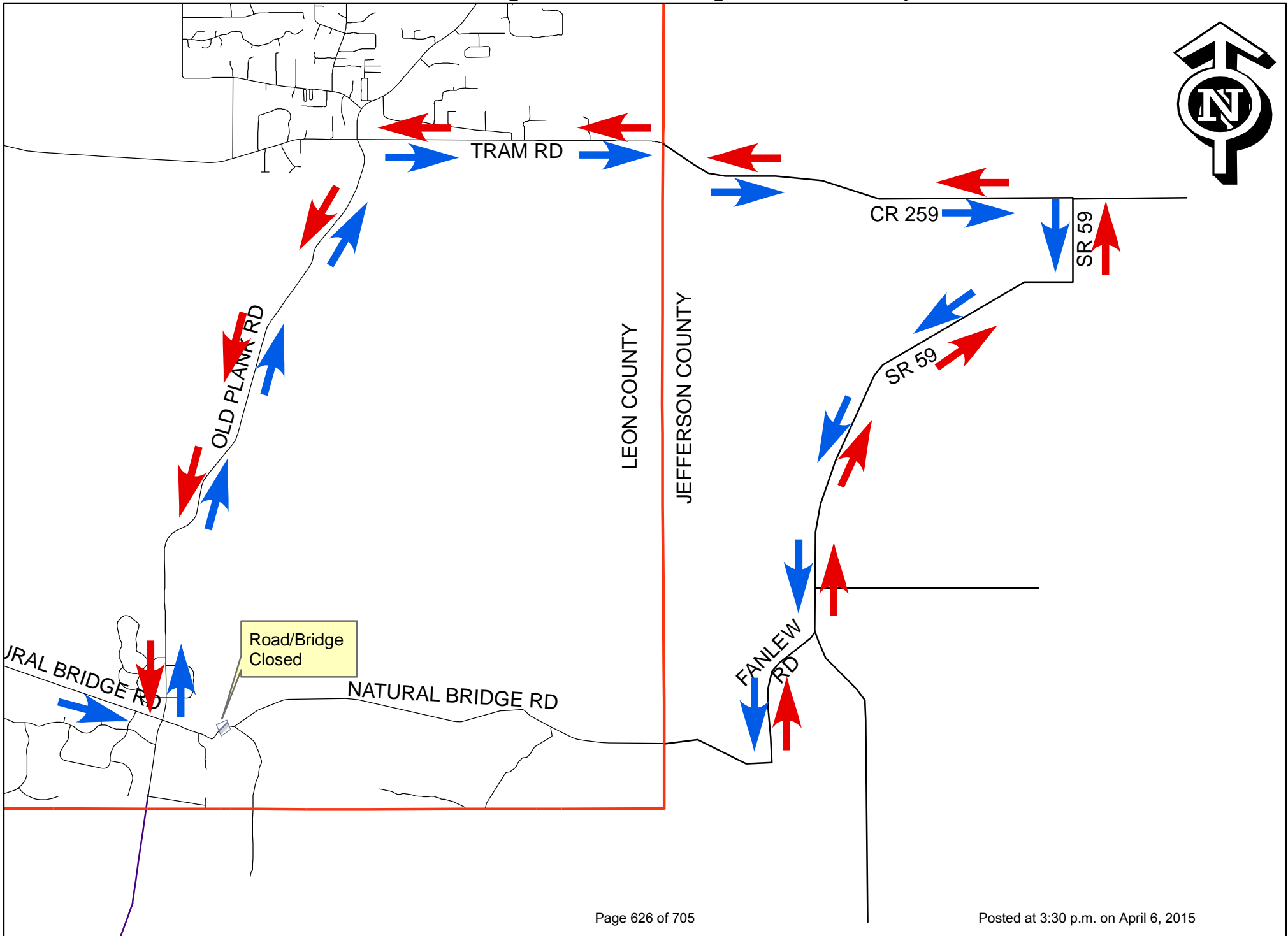
**Mary Ann Lindley**  
Chairman

**CC: Leon County Board of County Commissioners**  
**Vincent S. Long, County Administrator**  
**Herb Thiele, County Attorney**  
**Tommy Barfield, FDOT Secretary District 3**



DISTRICT	COUNTY	OWNER	BRIDGE	STRUCTURE NAME	ROADWAY	ADT	FACILITY CROSSED	YEAR BUILT	RECONSTRUCTED	LAST INSPECTION	SUFFICIENCY RATING	HEALTH INDEX	NBI RATING
Northwest Florida	Leon	County Highway Agency	550119		Lake Bradford Road	2,200	Munson Slough	1993		2/19/2013	93.4	71.62	
Northwest Florida	Leon	State Highway Agency	550120		SR61 Monroe St.	20,300	Ditch	1977		8/7/2013	79.1	84.55	
Northwest Florida	Leon	State Highway Agency	550121		SR 363, Adams St.	16,100	Ditch	1974		8/7/2013	97.7	91.11	
Northwest Florida	Leon	State Highway Agency	550122	Veterans Memorial Bridge	US319 SR261	12,000	SR61 Thomasville Rd.	1997		8/25/2014	100	98.93	
Northwest Florida	Leon	State Highway Agency	550124		US 319 SR261	59,000	Capital Circle Ck	1993		2/20/2014	70	85.26	
Northwest Florida	Leon	State Highway Agency	550125		SR61	19,000	Drainage Ditch	1958		4/15/2014	96.9	86.99	
Northwest Florida	Leon	State Highway Agency	550127		US 90 SR 10	8,000	Ochlockonee River	1995		7/16/2014	98.8	86.64	
Northwest Florida	Leon	State Highway Agency	550133		SR 20	3,100	Harvey Creek	1998		12/30/2013	96.1	90.01	
Northwest Florida	Leon	State Highway Agency	550134		SR20	3,100	Freeman Creek	1999		9/10/2014	95.2	89.52	
Northwest Florida	Leon	State Highway Agency	550135		SR20	3,100	Polk Creek	1999		9/10/2014	95.2	89.71	
Northwest Florida	Leon	State Highway Agency	550136		US90 SR10	9,400	Alford Arm Tributary	2012		12/3/2014	97.5	88.15	
Northwest Florida	Leon	State Highway Agency	550137		US90 SR10	9,400	Alford Arm Tributary	2011		12/3/2014	97.5	85.92	
Northwest Florida	Leon	State Highway Agency	550138		US319 SR61	19,400	Munson Slough	1999	2005	4/24/2013	85	86.92	
Northwest Florida	Leon	City or Municipal Highway Agency	550141		SR366-Stadium Dr	11,500	CentralDrainDitch	2001		4/22/2013	82.9	83.58	
Northwest Florida	Leon	State Highway Agency	550142		SR366 Pensacola St	18,500	Central Drive Ditch	2001		8/20/2014	96.2	88.75	
Northwest Florida	Leon	State Highway Agency	550144		SR61 US319	5,398	Foshalee Slu	2000		11/19/2013	92.7	84.89	
Northwest Florida	Leon	State Highway Agency	550150		WB I10 SR8	29,853	SR61Thomasville Road	2009		4/1/2013	98	87.00	
Northwest Florida	Leon	State Highway Agency	550151		I10 SR8	29,853	SR61(Thomasville Rd)	2009		4/1/2013	98	86.81	
Northwest Florida	Leon	State Highway Agency	550152		I10 SR8	8,100	SR61	2009		4/8/2013	98	89.65	
Northwest Florida	Leon	State Highway Agency	550154		I10 SR8	8,100	I10 WB On Ramp	2008		4/8/2013	98	87.00	
Northwest Florida	Leon	State Highway Agency	550164		I10 SR8	12,750	Branch	1973		11/18/2014	83	43.81	
Northwest Florida	Leon	State Highway Agency	550165		SR363	4,200	St. Augustine Branch	2011		5/5/2014	99.1	87.95	
Northwest Florida	Leon	State Highway Agency	550171	St. Marks Trail	SR373	19,500	St. Marks Trail	2014		7/17/2014	93.5	99.54	
Northwest Florida	Leon	State Park, Forest or Reservation	550801		Turkey Flat Road	25	GW Creek	2003		8/20/2013	66.7	75.26	FO
Northwest Florida	Leon	State Park, Forest or Reservation	550802		Old Cemetery Road	25	Megan Creek	2003		8/20/2013	66.7	71.97	FO
Northwest Florida	Leon	State Park, Forest or Reservation	550803		Beaver Dam Road	25	Beaver Dam Creek	2005		9/18/2014	58.1	59.02	
Northwest Florida	Leon	Other State Agency	550804		Pat Thomas Blvd.	1,000	Drainage Ditch	1995		8/20/2014	97.9	86.92	
Northwest Florida	Leon	State Highway Agency	550910		US319 SR61	5,398	Foshalee Slu	1963		2/20/2014	99.2	68.54	
Northwest Florida	Leon	State Highway Agency	550941		SR61, S Monroe St.	19,000	Bloxham Street	1958		2/13/2014	77.2	78.12	FO
<b>Northwest Florida</b>	<b>Leon</b>	<b>County Highway Agency</b>	<b>554001</b>		<b>Natural Bridge Rd</b>	<b>2,200</b>	<b>Branch of St Marks River</b>	<b>1938</b>		<b>10/29/2014</b>	<b>60.8</b>	<b>67.74</b>	<b>FO</b>
Northwest Florida	Leon	County Highway Agency	554005		Capitola Road	5,900	Unnamed Stream	1938	1980	3/31/2014	78.8	74.34	
Northwest Florida	Leon	County Highway Agency	554011		Gum Road	550	Unnamed Branch	1960		4/2/2013	99.3	62.69	
Northwest Florida	Leon	County Highway Agency	554012		Aenon Church Road	165	Bradford Brook	1958		8/12/2014	98	63.67	
Northwest Florida	Leon	County Highway Agency	554014		Joe Thomas Road W	66	Harvey Creek	1948		5/28/2014	84.1	76.20	
Northwest Florida	Leon	County Highway Agency	554025		Tram Road	3,400	Gum Creek	1979		3/31/2014	77.4	55.19	
Northwest Florida	Leon	County Highway Agency	554026		Tram Road	3,400	Shepherd Branch	1981		3/31/2014	96.4	93.96	
Northwest Florida	Leon	County Highway Agency	554027		Silver Lake Road	4,700	Unnamed Branch	1970		8/12/2014	86.1	58.74	
Northwest Florida	Leon	City or Municipal Highway Agency	554031		Centerville Road	11,000	Ditch	1982		2/21/2013	97.5	71.20	
Northwest Florida	Leon	County Highway Agency	554033		Capitola Road	5,100	Unnamed Branch	1992		7/16/2013	96.2	99.13	
Northwest Florida	Leon	County Highway Agency	554034		Capitola Road	5,300	Still Creek	1992		7/22/2014	93.7	99.57	
Northwest Florida	Leon	County Highway Agency	554035		Capitola Road	5,300	Still Creek	1992		7/22/2014	93.7	84.48	
Northwest Florida	Leon	County Highway Agency	554036		CR 1541	110	Unnamed Branch	1992		7/16/2013	99	99.98	
Northwest Florida	Leon	County Highway Agency	554050		CR 12	800	Ochlockonee River Relief	1993		11/13/2013	99.4	86.03	
Northwest Florida	Leon	County Highway Agency	554143		CR 151	11,000	Branch of Lake Killarney	1997		3/26/2013	94.2	99.64	
Northwest Florida	Leon	County Highway Agency	554146		CR 2203	3,300	Fisher Creek	2003		7/24/2013	98.5	88.27	
Northwest Florida	Leon	City or Municipal Highway Agency	555010		Stearns Street	660	Unnamed Branch	1960		7/29/2014	81.5	73.01	
Northwest Florida	Leon	City or Municipal Highway Agency	555011		Jackson Bluff Road	12,500	Ditch	1975		3/11/2014	79.7	84.24	
Northwest Florida	Leon	City or Municipal Highway Agency	555020		Airport Drive	1,122	Ditch	1979		3/18/2014	85.8	72.78	
Northwest Florida	Leon	City or Municipal Highway Agency	555021		Bragg Drive	1,006	Master Drain Ditch	1980		4/1/2014	99.8	82.06	
Northwest Florida	Leon	City or Municipal Highway Agency	555022		Wahnish Way Road	1,379	Drainage Ditch	1980		4/1/2014	94.9	62.14	
Northwest Florida	Leon	City or Municipal Highway Agency	555024		Kissimmee Street	1,300	Drainage Ditch	1987		2/27/2014	84.5	90.39	
Northwest Florida	Leon	City or Municipal Highway Agency	555025		Park Avenue	11,000	Scl Railroad	1990		8/27/2014	94.3	85.79	
Northwest Florida	Leon	City or Municipal Highway Agency	555027		Texas Street	440	Drainage Canal	1988		3/17/2014	96.1	90.38	
Northwest Florida	Leon	City or Municipal Highway Agency	555128	MERIDIAN STREET BRIDGE	Meridian Street	1,650	Drainage Ditch	1994		11/13/2013	99.8	93.63	
Northwest Florida	Leon	City or Municipal Highway Agency	555129		Mabry Street	5,000	Canal	1995		2/19/2013	99.3	96.76	
Northwest Florida	Leon	City or Municipal Highway Agency	555130		Roberts Avenue	9,735	Unnamed Branch	1995		6/3/2013	97.5	87.92	

# Natural Bridge Road - Bridge Detour Map



**Leon County  
Board of County Commissioners**

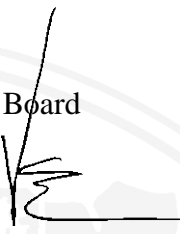
**Notes for Agenda Item #13**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #13

April 14, 2015

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

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

**Title:** Approval of Agreement Awarding Bid to Gaskin Contractors in the Amount of \$435,332, Plus Bid Alternates, for Construction of the Okeeheepkee Prairie Park

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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 Tony Park, P.E., Director, Public Works
<b>Lead Staff/ Project Team:</b>	Leigh Davis, Director of Parks & Recreation Kathy Burke, P. E., Director of Engineering Felton Ard, P. E., Senior Design Engineer

**Fiscal Impact:**

This item has been budgeted and adequate funding is available. Construction of the Park will include a walking trail around the stormwater facility with some limited boardwalk construction, a parking area, kiosk, and picnic pavilion.

**Staff Recommendation:**

Option #1: Approve the Agreement awarding bid to Gaskin Contractors in the amount of \$435,332, plus the bid alternates, for construction of the Okeeheepkee Prairie Park (Attachment #1), and authorize the County Administrator to execute.

## Report and Discussion

### **Background:**

In 1999, the County purchased the 26 acres that will be known as Okeeheepkee Prairie Park in partnership with Florida Communities Trust and the Northwest Florida Water Management District. Per the Land Management Plan that was written as part of the purchase, a stormwater treatment facility was built and completed in May 2010. The Plan further identified other amenities to be constructed at this property; including a parking lot, walking trails, boardwalk crossing the outflow of the stormwater pond, trail and interpretative signage, a kiosk, and a picnic shelter. Approval of this Agreement will provide for the construction of these elements.

Future phases of the project may include a playground and a wildlife observation tower. Neither of these features are part of this Agreement.

### **Analysis:**

The Invitation to Bid (ITB) for the Okeeheepkee Prairie Park was advertised locally on February 16, 2015 (BC-03-10-15-20). A copy of the ITB is available at the Division of Purchasing. A total of 437 vendors were notified through the automated procurement system. Sixty-six vendors requested bid packages. The County received two bids on March 10, 2015. The bidders were Gaskin Contractors and Allen's Excavation.

The lowest responsive bidder is Gaskin Contractors for a bid price of \$435,332 (Attachment #2).

Company	Base Bid
Gaskin Contractors	\$435,332
Allen's Excavation	\$446,268

The MWSBE Division reviewed the MWSBE participation plans for the two firms to determine if the Aspirational Targets of 17% MBE and 9% WBE, for this project were met (Attachment #3). Gaskins Contractors exceeded the MBE and met the WBE Aspirational Target for Construction Subcontracting; therefore, a Good Faith Effort Form was not required.

### **Options:**

1. Approve the Agreement awarding bid to Gaskin Contractors in the amount of \$435,332, plus the bid alternates, for construction of the Okeeheepkee Prairie Park (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the Agreement awarding bid to Gaskin Contractors in the amount of \$435,332 for the construction of Okeeheepkee Prairie Park.
3. Board direction.

### **Recommendation:**

Option #1.

### **Attachments:**

1. Draft Agreement with Gaskin Contractors
2. Bid Tabulation Sheet
3. MWSBE Analysis

## 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 GASKIN CONTRACTORS, 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, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

### 1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide to the Okeeheepkee Prairie Recreational Park in accordance with: 1) Okeeheepkee Prairie Park Re-Bid, Bid# BC-03-10-15-20 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, which is attached hereto and incorporated herein as Exhibit B, to the extent that it is not inconsistent with this Agreement or with Exhibit A.

### 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 AND LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within one hundred twenty (120) consecutive calendar days of the Notice to Proceed. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages the amount of \$250 a day.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the 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 unit prices contained in the Contractor's bid proposal, Exhibit B, which is attached hereto.

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: Felton Ard  
Street Address: 2280 Miccosukee Road  
City, State, Zip Code: Tallahassee, FL 32308  
Telephone: 850-606-1515  
E-mail: [ardf@leoncountyfl.gov](mailto:ardf@leoncountyfl.gov)

B. The Contractor's Project Manager is:

Name: Greg Gaskin  
Street Address: 2311 H3 Killearn Center Blvd  
City, State, Zip Code: Tallahassee, FL 32309  
Telephone: 850-251-5133  
E-mail: [gaskincontractors@gmail.com](mailto:gaskincontractors@gmail.com)

C. Proper form for a payment request for this contract 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 (deleting employee and contractual exclusions), 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.

B. Deductibles and Self-Insured Retentions

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

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

1. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
  - a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
  - b. The Contractor's insurance coverage shall be primary insurance as respects the County, 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 is made or suit is brought, except with respect to the limits of the insurer's liability.
2. All Coverages  
Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

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

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



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 not specifically noted by Leon County.

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. PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND  
Bond No.(enter bond number)

BY THIS BOND, We \_\_\_\_\_, as Principal and \_\_\_\_\_ a corporation, as Surety, are bound to \_\_\_\_\_, herein called Owner, in the sum of \$ \_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_\_\_, between Principal and Owner for construction of \_\_\_\_\_, the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Name of Principal)  
By:  
(As Attorney-In-Fact)  
  
(Name of Surety)

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

13. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or required 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.

It is understood that the Contractors responsibility to indemnify and defend the County, it officials, officers and employees is limited to the Contractors proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

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 - Tabulation Sheet

**The remainder of this page intentionally left blank.**

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

**LEON COUNTY, FLORIDA**

**GASKIN CONTRACTORS, INC.**

By: \_\_\_\_\_  
Vincent S. Long  
County Administrator

By: \_\_\_\_\_  
President or designee

Date: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

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

BY: \_\_\_\_\_

Approved as to Form:  
Leon County Attorney's Office

BY: \_\_\_\_\_  
Herbert W. A. Thiele, Esquire  
County Attorney

**Bid Title: Okeehoopkee Prairie Park Re-Bid**  
**Bid No: BC-03-10-15-20**  
**Opening Date: March 10, 2015 at 2:00 PM**  
**Location: 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308**

**I. INSTRUCTION TO BIDDERS**

To Insure Acceptance of Your Bid, Please Follow These Instructions:

1. Items listed on the bid checklist in this form and all other items required within this invitation to bid must be executed and/or submitted in a sealed envelope. Address your sealed envelope as follows:

*Bid No. BC-\_\_\_\_\_*  
*Board of County Commissioners*  
*Leon County Purchasing Division*  
*1800-3 N. Blair Stone Road*  
*Tallahassee, Florida 32308*

2. Bid must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after bids are opened.
3. Bid must contain an original, manual signature of an authorized representative of the company.
4. The bid opening shall be public on the date and time specified on the bid. It is the bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids which are received after the bid opening time will be returned unopened to the bidder.
5. Bidders are expected to examine the specifications, delivery schedule, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern.
6. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

**NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT.**

PURPOSE:

Leon County is seeking the services of a qualified, certified contractor to construct park facilities adjacent to an existing regional stormwater management facility to be named Okeehoopkee Prairie Park. The work involves the construction of but not limited to: Approximately 2400 linear feet of walking trail utilizing a crushed oyster shell product; Approximately 400 linear feet of elevated timber boardwalk; A grassed paver parking area with ADA access area; Stormwater management facility; Sidewalk and Landscaping.

Two items have been removed from the overall project total and are to be priced out as Alternate #1 – Kiosk, Complete including foundation, and Alternate #2 - Pavilion, complete including foundation. There is a place on the unit price sheet and bid response page to price alternates separately.

All other updates and changes from original bid remain in effect.

The proposed work is in Section 11 of Township 1 North, Range 1 West in Leon County, Florida which is at the east end of Fuller Road adjacent to the Meginnis Arm of Lake Jackson.

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 Leon County determines is in the best interests 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 issued, and public meetings scheduled.** The website addresses follow:

**Addenda:** <http://www.leoncountyfl.gov/procurementconnect/>

**Public Meetings:** <http://www.leoncountyfl.gov/procurementconnect/>

<b>Table 1 - Schedule of Events</b>	
<b>Date and Time (all eastern time)</b>	<b>Event</b>
February 16, 2015	<b>Release of the ITB</b>
February 25, 2015 at 11:00 a.m.	<b>MANDATORY PRE-BID MEETING:</b> Date and time a mandatory pre-bid meeting will be held at the Leon County Purchasing Division, 1800-3 North Blair Stone Road, Tallahassee, FL 32308.
<b>Not later than:</b> February 25, 2015 at 5:00 p.m.	<b>QUESTIONS/INQUIRIES DEADLINE:</b> Date and time by which questions and inquiries regarding the ITB must be received by Leon County.
<b>Not later than:</b> March 10, 2015 at 2:00 p.m.	<b>BID SUBMISSION DUE DATE/OPENING OF TECHNICAL RESPONSE:</b> Date and time by which Bid Submissions must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

BID INFORMATION AND CLARIFICATION:

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley and Don Tobin, phone (850) 606-1600; fax (850) 606-1601; E-mail [kelleys@leoncountyfl.gov](mailto:kelleys@leoncountyfl.gov) and [tobind@leoncountyfl.gov](mailto:tobind@leoncountyfl.gov). **Bidders are requested to send such requests to both representatives of the Purchasing Division.** Email inquiries are preferred.

Each Bidder shall examine the solicitation documents carefully; and, no later than seven days prior to the date for receipt of bids, 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.

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 who have been registered as receiving a bid package) receive the documents. It is the responsibility of the bidder prior to submission of any bid to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the bid response sheet.

PROHIBITED COMMUNICATIONS

Any Form of communication, except for written correspondence with the Purchasing Division requesting clarification or asking questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

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, and 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.

**REGISTRATION:**

Bidders obtaining solicitation documents from sources other than the Leon County Purchasing Division MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. Bidders 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 through the Purchasing Division may cause your submittal to be rejected as non-responsive.

**PREPARATION AND SUBMISSION OF BID:**

Each Bidder shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

**REJECTION OF BIDS:**

The County reserves the right to reject any and/or all bids when such rejection is in the best interest of the County.

**RECEIPT AND OPENING OF BIDS:**

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the bids will be made public and posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/procurementconnect/>. A bidder may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a bidder provided, stamped self-addressed envelope for their record.

Sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records requirements until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier.

**WITHDRAWAL OF BIDS:**

Bids may be withdrawn by written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

**AWARD OF BIDS/BID PROTEST:**

The bid will be awarded to the lowest responsive, responsible bidder, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in bids and to award a bid in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the Intended Decision will be posted on the 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. Failure to file a protest within the time prescribed in Leon County Policy No. 96-1, Purchasing and Minority, Women and Small Business Enterprise Policy, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of

proceedings. Notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308. The bidder shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, bidders are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Bidders are not to contact departments or divisions regarding the bidder complaint.

#### PLANHOLDERS

As a convenience to bidders, 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 to the right of the respective solicitation. A listing of the registered bidders with their telephone and fax numbers is designed to assist bidders in preparation of their responses.

#### BID GUARANTEE:

Bids shall be accompanied by a 5% bid guarantee which shall be a Bid Bond, Certified or Cashier's Check or Bank Draft (no cash, company, or personal checks will be accepted), made payable to the Board of County Commissioners, Leon County, Florida. Such check, bank draft, or bond shall be submitted with the understanding that the bonds will be held until award of bid.

The County reserves the right to hold the Bid Guarantee until after a contract has been entered into or a purchase order has been executed. The accepted Bidders bid bond will be held until execution of this contract and may be forfeited due to non-performance.

The check or bond shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw his bid for a period of 90 days after the scheduled closing time for the receipt of bids. It shall also guarantee that the successful bidder will enter into a contract within ten (10) days after he has received notice of acceptance of his bid. In the event of withdrawal of bid, or failure to enter into and fully execute the contract within ten (10) days the contractor may be deemed in to be in default. In such an event, the contractor shall be liable to the County for the full amount of the default.

#### OCCUPATIONAL LICENSES AND REGISTRATIONS:

The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. The bidder shall submit with the bid a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists.

If the bidder is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the bid being determined as non-responsive.

#### 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. As part of the response to this solicitation, please complete and submit the attached form AFFIDAVIT CERTIFICATION IMMIGRATION LAWS.

MINORITY and WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

A. Minority Business Enterprise (MBE) and Women (WBE) Business Enterprise Requirements

1. 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 MBE's and WBEs.
  - d. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.
2. The term Certified Minority Women Business Enterprise (MWBE) is defined as Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) 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.
3. Each Respondent is strongly encouraged to secure MBE and WBE participation through purchase(s) of those goods or services to be provided by others. Firms responding to this bid are hereby made aware of the County's targets for MBE and WBE utilization. Respondents that require assistance or guidance with these MBE or WBE requirements should contact: Shanea Wilks, Leon County Minority, Women, and Small Business Enterprise Director, by telephone at (850) 606-1650; fax (850) 606-1651 or by e-mail [wilkssh@leoncountyfl.gov](mailto:wilkssh@leoncountyfl.gov).

Respondent **must** complete and submit the attached Minority and Women Business Enterprise Participation Plan form. Failure to submit the completed Minority and Women Business Enterprise Participation Plan form may result in a determination of non-responsiveness for the bid.

If the aspirational target is not met, you must denote your good faith effort on the Participation Plan Form. All respondents, including MBE's, and WBE's shall either meet the aspirational target(s), or if not met, demonstrate in their bid response that a good faith effort was made to meet the aspirational target(s). Failure to complete such good faith effort statement may result in the bid being non-responsive. Below, are policy examples of good faith efforts that respondents can use if they are not meeting the aspirational target. These examples can be used to demonstrate the good faith effort.

- a. Advertised for participation by MAWBEs in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all MAWBEs referred to the respondent by the MWSBE Division for the goods and services to be subcontracted and/or supplied



having community identification as such.

- 4) American Indians, Alaskan Natives and American Aleuts - All persons having origins in any of the original people of North America, maintaining identifiable tribal affiliations through membership and participation and having community identification as such.

c. Women - American Woman

5. Prime contractors will negotiate in good faith with interested MWBE's, not rejecting a MWBE as unqualified or unacceptable without sound business reasons based on a thorough investigation of their capabilities. **The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation.** The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE's seeking subcontracting opportunities.
6. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid/proposal as non-responsive.

**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 origin, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

**LOCAL PREFERENCE IN PURCHASING AND CONTRACTING**

1. Preference in bidding. 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 in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, 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 article, shall be given a preference in the amount of five percent of the bid price.
  - 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 of the bid price.

The maximum cost differential shall not exceed \$20,000.00. Total bid price shall include the base bid and all alternatives or options to the base bids which are part of the bid and being recommended for award by the appropriate authority.

2. Preference in bidding for construction services in projects estimated to exceed \$250,000. Except where otherwise prohibited by federal or state law or other funding source restrictions, in the purchasing of, or letting of contracts for procurement of construction services for improvements to real property or existing structures that are estimated to exceed \$250,000 in value, the County may give preference to local businesses in the following manner:

- a) Under a competitive bid solicitation, when the lowest responsive and responsible bid is submitted by an individual or firm that is not a local business, then the local business that submitted the lowest responsive and responsible bid shall be offered the opportunity to perform the work at the lowest bid amount, if that local business's bid was not greater than 110% of the lowest responsive and responsible bid amount.
  - b) All contractual awards issued in accordance with the provisions of this subsection (paragraph 2) shall contain aspirational trade contractor work targets, based on market and economic factors, of 85 percent as follows: The successful individuals or firms shall agree to engage not less than 85 percent of the dollar value of trade contractor work with local businesses unless the successful individuals or firms prove to the County's satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area. The term "trade contractor shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, and carpentry, dry wall installation, electrical, plumbing, and painting) in a construction project but is not responsible for the entire project.
3. 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 the 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.
4. Certification. Any bidder claiming to be a local business as defined shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of 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 bidder meets the definition of a "local business."

**INSURANCE:**

Bidders' attention is directed to the insurance requirements below. Bidders 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. The Insurance Certification Form attached hereto is to be completed and submitted as part of your bid response. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

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.

1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
  - a. General Liability: 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).

- b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- c. Workers' Compensation and Employers Liability: Workers' Compensation insurance covering all employees and 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.

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 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.
- 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.

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. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

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.

**AGREEMENT:**

After the bid 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 bidder will have five calendar days after receipt to acknowledge the purchase order or execute the agreement.

The performance of Leon County of any of its obligations under the 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.

**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 document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

**MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:**

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The Leon County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.

**IDENTICAL TIE BIDS:**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the



procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Bidder must complete and submit as part of the bid response the attached IDENTICAL TIE BID form. Failure to submit a completed form may result in the bid being determined as non-responsive.

**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.

**II. CONTRACT PROVISIONS**

**PAYMENT AND PERFORMANCE BOND**

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

**PUBLIC CONSTRUCTION BOND**  
**Bond No.(enter bond number)**

BY THIS BOND, We \_\_\_\_\_, as Principal and a corporation, as Surety, are bound to \_\_\_\_\_, herein called Owner, in the sum of \$ \_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

- 1. Performs the contract dated \_\_\_\_\_, between Principal and Owner for construction of \_\_\_\_\_, the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
  
- 2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

By: \_\_\_\_\_  
(Name of Principal)  
\_\_\_\_\_  
(As Attorney-In-Fact)  
\_\_\_\_\_  
(Name of Surety)

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

#### TIME AND LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within one hundred twenty (120) consecutive calendar days of the Notice to Proceed including time required for any utility coordination and relocation but excluding the holidays. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. The liquidated damages will be set based on the bid price and according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, 2015 Edition. For example, if the contract amount is over \$500,000.00 but less than \$2,500,000.00 the liquidation damages will be \$1,742.00 per day.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

#### PAYMENTS TO THE GENERAL CONTRACTOR

Payments to the Contractor shall be made according to the requirements of the Local Government Prompt Payment Act, sections 218.70 - 218.79, Florida Statutes.

#### STATUS

The Contractor shall at all times, relevant to this contract, 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.

#### AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds 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& 2 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.

#### 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.

#### RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by Leon County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Leon County.

#### TERMINATION

The County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give 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 thin 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.

#### WARRANTIES:

Bidder will warrant title to all goods sold as provided for in Section 672, Florida Statutes.

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.

PERMITS

The Contractor shall pay for and obtain all necessary permits as required by law not specifically identified by Leon County.

ASSIGNMENT

This contract 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.

INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or required 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.

It is understood that the Contractors responsibility to indemnify and defend the County, it officials, officers and employees is limited to the Contractors proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

PENALTIES:

*BIDS MAY BE REJECTED AND/OR Bidder(S) DISQUALIFIED FOR THE FOLLOWING REASONS:*

1. Consistent failure to respond to bid invitation for three (3) consecutive instances.
2. Failure to update the information on file including address, product, service or business descriptions.
3. Failure to perform according to contract provisions.
4. Conviction in a court of law of any criminal offense in connection with the conduct of business.
5. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
6. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
7. Other reasons deemed appropriate by the Board of County Commissioners.

## **GENERAL REQUIREMENTS**

The construction sequence and design notes are shown on the construction plans. The construction procedure, materials, equipment, and the technical specifications listed herein, shall be in accordance with the following specifications and contract documents:

Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, 2015 Edition and all supplemental documents thereto.

FDOT Roadway and Traffic Design Standards, 2015 Edition.

Manual on Uniform Traffic Control Devices (MUTCD), U.S. Department of Transportation Federal Highway Administration, Latest Edition.

In the event of any conflict between the Florida Department of Transportation's standard specifications and the specifications of this contract, the specifications of this contract shall govern. The term "Engineer" in this document shall represent the "Leon County Engineer" or her designee.

Proper form for a payment request for this contract is the Contractor's Application for Payment, EJCDC document No. C620 (2007 Edition).

## **SPECIAL PROVISIONS**

Contractor shall invite all involved utilities to attend the pre-construction conference to confirm the work schedules.

A National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges from Construction Activities may apply to this Contract. It is the Contractor's responsibility to secure the NPDES permit prior to commencement of construction. A copy of the NPDES permit application form can be obtained through the Florida Department of Environmental Protection's (FDEP) web site at:

<http://www.dep.state.fl.us/water/stormwater/npdes/forms/not.pdf>

If a NPDES permit is obtained, a copy of the permit shall be provided to Leon County Public Works Department.

It is the Contractor's responsibility to verify the survey control points for construction stakeouts as well as the wetland limits. The costs for construction stakeouts are considered to be incidentals and included in the total bid dollar amount.

It is Contractor's responsibility to verify and locate all the utilities to avoid damages.

It is the Contractor's responsibility to establish a staging area with Engineer's review and approval prior to commencement of construction. Contractor is also responsible to obtain necessary permits if required by any other agencies. If the staging area is to be in waters of the State, a FDEP permit will be required. If the staging area is outside County's right-of-way or properties, Contractor is required to obtain a temporary staging area permit from Leon County Development Support and Environmental Management Department.

A LCDSEM Building Permit is required for construction of all boardwalks, picnic pavilion, and the gravity wall collar. Prior to construction of these elements, all LCDSEM Building Permits shall be acquired by the contractor and copies provided to Public Works and the County Environmental Inspector.

### **Dewatering (or Water Bypassing) during Storms:**

- a. If any pump is used for dewatering, the contractor shall use biodegradable fluids to prevent potential pollution.
- b. Best management practices shall be followed, and all dewatering measures shall be approved by the County environmental inspector.

c. The Contractor shall also comply with the directions given by the County environmental inspectors.

d. The associated costs for dewatering (or water bypassing) are considered incidentals as part of the construction.

Erosion controls shown on the plans are to be considered minimum and additional protection may be required by inspectors and shall be accounted for in this project.

Contractor shall provide two weeks advance notice to Leon County Public Works Department for any planned road closure.

If the construction work causes any damage to adjacent properties, Contractor will be responsible for compensation unless it is proved otherwise.

This is a Unit Price Contract and the work will be paid based on the actual quantities.

After final acceptance by the County, the Contractor shall provide a minimum one-year warranty on materials and craftsmanship for all the work completed under this contract.

The county shall withhold 10% of the project cost for all pay requests up to 50% completion, and then it shall be reduced to 5% for the remaining balance according to the Florida Local Government Prompt Payment Act.

### **CONSTRUCTION SEQUENCE**

Contractor may change the construction sequence if approved by the design engineer and the County inspectors.

If required, the contractor shall obtain a certified arborist to conduct tree assessment and implement any tree preservation measures.

**BID RESPONSE SHEET**

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley  
Purchasing Director

Mary Ann Lindley  
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

	_____
	(Firm Name)
BY	_____
	(Authorized Representative)
	_____
	(Printed or Typed Name)
ADDRESS	_____
	_____
EMAIL ADDRESS	_____
TELEPHONE	_____
FAX	_____

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated \_\_\_\_\_ Initials

Addendum #2 dated \_\_\_\_\_ Initials

Addendum #3 dated \_\_\_\_\_ Initials

**BASE BID TOTAL:** \_\_\_\_\_

ALTERNATE A \_\_\_\_\_

ALTERNATE B \_\_\_\_\_

**Bid Title: Okeehopee Prairie Park Re-Bid**  
**Bid No: BC-03-10-15-20**  
**Opening Date: March 10, 2015 at 2:00 PM**

**BID RESPONSE SHEET**

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley  
Purchasing Director

Mary Ann Lindley  
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

BY Gaskin Contractors Inc  
(Firm Name)

[Signature]  
(Authorized Representative)

President  
(Printed or Typed Name)

ADDRESS 2311 H 3 Killbuck Center Blvd  
Tall Fl 32309

EMAIL ADDRESS gaskincontractors@gmail.com

TELEPHONE 850 251 5133

FAX N/A

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated \_\_\_\_\_ Initials

Addendum #2 dated \_\_\_\_\_ Initials

Addendum #3 dated \_\_\_\_\_ Initials

BASE BID TOTAL: \$ 435,332.28 - (Four-hundred-thirty-five thousand - three-hundred-thirty-two & 28/100)

ALTERNATE A \$ 9,735 - (Nine-thousand-seven-hundred-thirty-five)

ALTERNATE B \$ 16,003.00 - (sixteen-thousand-three-dollars)



**Bid Title: Okeeheepkee Prairie Park Re-Bid**  
**Bid No: BC-03-10-15-20**  
**Opening Date: March 10, 2015 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: Gaskin Contractors Inc

Signature: [Handwritten Signature] Title: President

STATE OF Florida  
COUNTY OF Leon

Sworn to and subscribed before me this 10<sup>th</sup> day of March, 2015

Personally known X

[Handwritten Signature]  
NOTARY PUBLIC

OR Produced identification \_\_\_\_\_

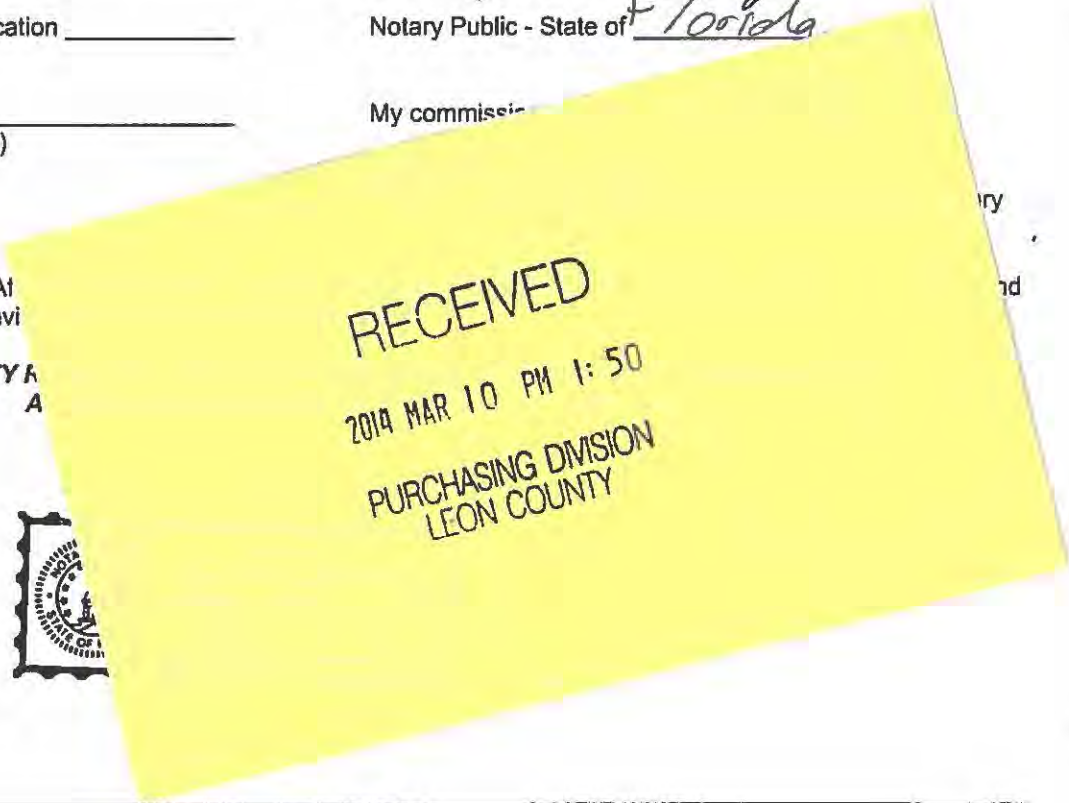
Notary Public - State of Florida

\_\_\_\_\_  
(Type of identification)

My commission \_\_\_\_\_

The signer of this Affidavit certifies to the accuracy of this affidavit.

LEON COUNTY  
A



**Bid Title: Okeehoopkee Prairie Park Re-Bid**  
**Bid No: BC-03-10-15-20**  
**Opening Date: March 10, 2015 at 2:00 PM**

**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 and the Good Faith Efforts herein designated are 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 3 its level of MWBE participation. If the aspirational targets are not met or exceeded, Section 2 must be completed. All Respondents are to list subcontractors as appropriate in Sections 3 and 4.**

**SECTION 1 - ASPIRATIONAL TARGET FOR M/WBE PARTICIPATION**

The aspirational target for this project is:

Aspirational Target for Construction	
M/WBE Classification	Aspirational Target(s)
Certified Minority Business Enterprises (MBE)	17% of the total anticipated contract value
Certified Women Business Enterprises (WBE)	9% of the total anticipated contract value

**SECTION 2 - GOOD FAITH EFFORT**

The following list of the good faith efforts criteria complies with Leon County's Purchasing and Minority, Women, and Small Business Enterprise Policy. This criteria is used in the determination of whether a contractor has performed and documented good faith efforts. Also, the basis for rejecting a MWBE deemed unqualified or unacceptable by the Prime Contractor shall be documented and included in the respondent's Good Faith Effort documentation.

1. Please identify all of the following activities that your firm has done as Good Faith Effort in order to secure MWBE participation and submit documentation of such. Failure to designate those actions you have done as Good Faith and provide documentation of all Good Faith Efforts completed by your firm may result in your proposal being determined as non-responsive. Please check the appropriate boxes that apply to your good faith activities:
  - a. Advertised for participation by MWBEs in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all MWBEs referred to the respondent by the MWSBE Division for the goods and services to be subcontracted and/or supplied
  - b. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Vendors as applicable to the aspirational Target.

**Bid Title: Okeehoopkee Prairie Park Re-Bid**  
**Bid No: BC-03-10-15-20**  
**Opening Date: March 10, 2015 at 2:00 PM**

- c. Contacted the MWSBE Division for a listing of available MWBEs who provide the services needed for the bid or proposal.
- d. Contacted MBEs and/or WBEs who provide the services needed for the bid or proposal.
- e. Documented follow-up telephone calls with potential MWBE subcontractors seeking participation.
- f. Allowed potential MWBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the M/WBEs.
- g. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the with respondent is having in achieving and/or reaching the aspirational targets.
- h. Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.

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2. Prime contractors will negotiate in good faith with interested MWSBE's, not rejecting a MWSBE as unqualified or unacceptable without sound business reasons based on a thorough investigation of their capabilities. **The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation.** The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE's seeking subcontracting opportunities.
3. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid/proposal as non-responsive.

**PARTICIPATION PLAN FORM continued on following pages.**

**Bid Title: Okeehoopkee Prairie Park Re-Bid**  
**Bid No: BC-03-10-15-20**  
**Opening Date: March 10, 2015 at 2:00 PM**

**SECTION 3 – 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. Marco's Masonry & Concrete Inc	260 Tall Pine Dr. Havana, FL 32333	443-4429	H	79,900	Concrete
b. Delacy Farm Sod Inc	93 Pearl Rd Havana, FL 32333	539 5008	F	42,300	Sod / Landscaping
c.					
d.					
e.					
f.					
Total Bid Amount \$ 461,070		Total MWBE Participation \$ 122,200		MBE Participation % 17 WBE Participation % 9 (MBE or WBE Participation \$ Total Bid \$)	
<sup>1</sup> <b>Certification</b> Attach and submit a copy of each MBE and WBE certification with the proposal. <sup>2</sup> <b>Ethnic Group</b> 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.					

Exhibit B  
 Attachment #9  
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**Bid Title: Okeeheepkee Prairie Park Re-Bid**  
**Bid No: BC-03-10-15-20**  
**Opening Date: March 10, 2015 at 2:00 PM**

**SECTION 4 - NON-MWBE SUBCONTRACTORS**

Respondent shall complete the following Table identifying non-MBE or WBE's subcontractors 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 Dollar Amount</b>	<b>Type of Service to Provide</b>
a.				
b.				
c.				
d.				
e.				
f.				
g.				
h.				
i.				

## Vendor Information

CLOSE WINDOW 

 HELP

### Vendor Information

Business Name **DeLacy Farm Sod, Inc.**  
 Owner **Ms. Lynda Pickles**  
 Address **93 Peavy Road**  
 > [Map This Address](#) **Havana, FL 32333**  
 Phone **850-539-5008**  
 Fax **850-539-0127**  
 Email **[delacyfarmsod@yahoo.com](mailto:delacyfarmsod@yahoo.com)**

### Certification Information

Certifying Agency **City of Tallahassee**  
 Certification Type **WBE - Women Business Enterprise**  
 Renewal/Anniversary Date **7/30/2016**  
 Certified Business Description **Sod: Sales and Installation**

### Commodity Codes

Leon 18 **Other Construction Services**  
 Leon 24 **Sales, Rental and Servicing**

### Customer Support

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# Vendor Information

CLOSE WINDOW 

 HELP

## Vendor Information

**Business Name** **Marco's Masonry & Concrete, LLC**

**Owner** **Mr. Marco A. Mejia**

**Address** **260 Tall Pine Drive**  
 > [Map This Address](#) **Havana, FL 32333**

**Phone** **850-443-4429**

**Email** **[mfiorito13@gmail.com](mailto:mfiorito13@gmail.com)**

## Certification Information

**Certifying Agency** **Leon County**

**Certification Type** **MBE - Minority Business Enterprise**

**Renewal/Anniversary Date** **3/24/2016**

**Certified Business Description** **Masonry Construction**

## Commodity Codes

Leon 09      Masonry

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### Customer Support

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**Bid Title: Okeeheepkee Prairie Park Re-Bid**  
**Bid No: BC-03-10-15-20**  
**Opening Date: March 10, 2015 at 2:00 PM**

**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: \_\_\_\_\_

Gaskin Contractors Inc

Address: \_\_\_\_\_

2311 #3 Killbuck Center Blvd Tall. Fc 32309



**Bid Title: Okeehoopkee Prairie Park Re-Bid**  
**Bid No: BC-03-10-15-20**  
**Opening Date: March 10, 2015 at 2:00 PM**

**IDENTICAL TIE BIDS**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

This firm complies fully with the above requirements.

This firm does not have a drug free work place program at this time.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*Pres.*  
*3/10/15*

**Bid Title: Okeehoopkee Prairie Park Re-Bid**  
**Bid No: BC-03-10-15-20**  
**Opening Date: March 10, 2015 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:  
Indicate Best Financial Classification:

A+  
VII

Business Auto:

Indicate Best Rating:  
Indicate Best Financial Classification:

A+  
VII

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:

A+  
VII

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.

**Bid Title: Okeeheepkee Prairie Park Re-Bid**  
**Bid No: BC-03-10-15-20**  
**Opening Date: March 10, 2015 at 2:00 PM**

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

**Deductibles and Self-Insured Retentions**

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

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) -  
General Liability & Automobile Liability

Primary and not contributing coverage-  
General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability.

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 Greg Gasker  
Typed or Printed

Signature [Handwritten Signature]

Date 3/10/15

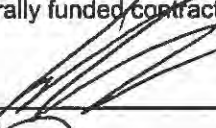
Title Company Risk Manager  
(Company Risk Manager or Manager with Risk Authority)

Bid Title: Okecheepkee Prairie Park Re-Bid  
Bid No: BC-03-10-15-20  
Opening Date: March 10, 2015 at 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 judgments 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

Gaskin Contracting Inc

Contractor/Firm

2311 # 3 Killbuck Center Blvd, Tall. FL 32309

Address

**Bid Title: Okeehoopkee Prairie Park Re-Bid**  
**Bid No: BC-03-10-15-20**  
**Opening Date: March 10, 2015 at 2:00 PM**

**CERTIFICATION OF TRADES WORK**

This bid has an aspirational trade contractor work target of 85 percent of the dollar value of trade contractor work with local businesses unless the bidder provides proof to the County's satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area.

The following definitions shall apply for purposes of this section:

- a. "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.
- b. The term trade contractor shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, and carpentry, dry wall installation, electrical, plumbing, and painting) in a construction project but is not responsible for the entire project.

The successful contractor, at the time of development of the project schedule of values, shall provide a listing of the trade contractor work to be performed. As the project progresses, the names of the trade contractors performing the work and the dollar value and percentage participation of each shall be provided in a manner to be prescribed by the County.

The Bidder shall complete the following section designating the commitment to trade contractor participation for this project. If the aspirational target of 85 percent of the dollar value of trade contractor work cannot be met, the Bidder shall provide such information necessary to establish that the work is not available from local trade contractors.

- 
- Bidder agrees to engage not less than 85 percent of the dollar value of trade contractor work with local businesses.
  - Bidder agrees to engage not less than \_\_\_\_\_ percent of the dollar value of trade contractor work with local businesses and has explained why the aspirational target cannot be met.

The undersigned is an authorized signatory for the bidder and understands that the commitment made herein shall be a contractual provision of the project for the successful contractor and, further, that if bidder is the successful contractor all prescribed reporting will be done in an accurate and timely manner.

BY \_\_\_\_\_  
 (Firm Name)  
 Gaskin Contractors Inc.  
 (Authorized Representative)  
 Greg Gaskin  
 (Printed or Typed Name)  
 DATE 3/10/15

**Bid Title:** Okeehoopkee Prairie Park Re-Bid  
**Bid No:** BC-03-10-15-20  
**Opening Date:** March 10, 2015 at 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: <u>Gaskin Contractors Inc</u>	
Current Local Address: <u>2311 H3 Killlearn Center Blvd</u> <u>Tall. FL 32309</u>	Phone: <u>251 5133</u> Fax: <u>N/A</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 of Authorized Representative Date 3/10/15

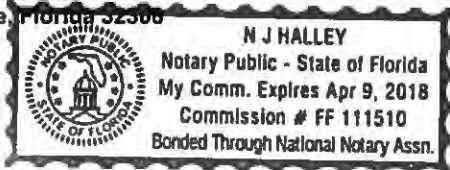
STATE OF Florida  
 COUNTY OF Leon

The foregoing instrument was acknowledged before me this 10th day of March, 2015  
 By Greg Gaskin of Gaskin Contractors Inc.  
(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 32309



\_\_\_\_\_  
 Signature of Notary  
 Print, Type or Stamp Name of Notary N J Halley  
 Title or Rank Personal Banker  
 Serial Number, If Any FF 111510

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Mobilization	LS	1	\$ 15,820.00	\$ 15,820.00
Maintenance of Traffic	LS	1	\$ 5,000.00	\$ 5,000.00
Sediment Barrier	LF	5538	\$ 2.32	\$ 12,848.16
Floating Turbidity Barrier	LF	306	\$ 14.00	\$ 4,284.00
Soil Tracking Prevention Device	EA	1	\$ 1,064.00	\$ 1,064.00
Clearing and Grubbing	AC	2.25	\$ 7,109.00	\$ 15,995.25
Regular Excavation	CY	184	\$ 15.96	\$ 2,936.64
Borrow Excavation Truck Measure	CY	182	\$ 33.25	\$ 6,051.50
Grass Paver Parking Area Complete	CY	536	\$ 68.34	\$ 36,630.24
Geosynthetic Reinforcement	SY	5304	\$ 2.25	\$ 11,934.00
Cellular Confinement for soil stabil.	SY	40	\$ 75.00	\$ 3,000.00
Type B Stabilization	SY	5186	\$ 3.20	\$ 16,595.20
Prepared Soil Layer, Finish Soil 6"	SY	4308	\$ 5.12	\$ 22,056.96
Concrete Wheel Stop	AS	9	\$ 91.00	\$ 819.00
6' wide bike rack	AS	1	\$ 750.00	\$ 750.00
Crushed Shell Path-Material	TN	209	\$ 52.66	\$ 11,005.94
Timber Boardwalk Complete	SF	2334	\$ 62.08	\$ 144,894.72
Underdrain Swale, inc. HDPE, gravel, etc.	LF	91	\$ 46.77	\$ 4,256.07
Type C Inlet	EA	1	\$ 1,596.00	\$ 1,596.00
Type P Storm Manhole	EA	1	\$ 1,596.00	\$ 1,596.00
Sand Cement Bag headwall, complete	EA	1	\$ 2,000.00	\$ 2,000.00
12" ADS Singlewall corrugated HDPE or eq.	LF	181	\$ 18.62	\$ 3,370.22
Pipe Culvert, Round 18" RCP	LF	55	\$ 33.25	\$ 1,828.75
U-Endwall with Grate, STD 260, 1:4 slope 18"	EA	2	\$ 997.50	\$ 1,995.00
Erosion Control Blanket	SF	200	\$ 3.75	\$ 750.00
Rubble Rip Rap Ditch Lining	TN	4.3	\$ 62.00	\$ 266.60
Bollards	EA	3	\$ 1,164.56	\$ 3,493.68
Concrete Sidewalks and Drives 4" thick	SY	400	\$ 48.00	\$ 19,200.00
Concrete Sidewalks and Drives 6" thick	SY	64	\$ 83.02	\$ 5,313.28
Detectable Warnings	SF	22	\$ 40.00	\$ 880.00
Concrete Class NS Gravity Wall (Index 6011 Sch. 1)	CY	21.1	\$ 900.00	\$ 18,990.00
Pipe Handrail- Guardrail Aluminum	LF	50	\$ 40.00	\$ 2,000.00
Double Rail Wood Fence	LF	261	\$ 19.87	\$ 5,186.07
Fence Gate, SGL, 0-6' Opening	EA	10	\$ 425.60	\$ 4,256.00
Performance Turf, Sod	SY	6600	\$ 2.97	\$ 19,602.00
Grass Seed	LS	1	\$ 350.00	\$ 350.00
Mulch Bale	EA	250	\$ 7.70	\$ 1,925.00
Live Oak	EA	12	\$ 646.25	\$ 7,755.00
Bald Cypress	EA	9	\$ 231.00	\$ 2,079.00
Southern Magnolia	EA	12	\$ 272.25	\$ 3,267.00
Eastern Redbud	EA	13	\$ 258.50	\$ 3,360.50
Walter's Viburnum	EA	70	\$ 15.95	\$ 1,116.50
Wax Myrtle	EA	32	\$ 112.75	\$ 3,608.00
Yellow African Iris	EA	232	\$ 8.00	\$ 1,856.00
Single Post, F&I, Up to 12SF	AS	1	\$ 500.00	\$ 500.00
Single Post Sign, Relocate	AS	1	\$ 250.00	\$ 250.00

Single Post Sign, Remove	AS	1	\$ 250.00	\$ 250.00
Pavement Markings	LS	1	\$ 750.00	\$ 750.00
<b>Base Bid</b>				<b>\$ 435,332.28</b>
Alt #1- Kiosk Complete Inc. Foundation	EA	1	\$ 9,735.00	\$ 9,735.00
Alt #2- Pavillion, Complete Inc. Foundation	EA	1	\$ 16,003.00	\$ 16,003.00
				<b>\$ 461,070.28</b>



## Bid Bond

**CONTRACTOR:**

**Gaskin Contractors Landscape Division, LLC**  
2311 Killearn Center Blvd. #3  
Tallahassee, FL 32309  
(850)894-3156

**SURETY:**

**American Southern Insurance Company**  
365 Northridge Road, Suite 400, Atlanta GA 30350  
(800)424-0132

**OWNER:**

**Leon County Board of County Commissioners**  
1800-3 N. Blair Stone Road, Tallahassee, FL 32308  
(850)606-1600

**BOND AMOUNT:** Five percent of the total amount bid, penal sum not to exceed Twenty Five Thousand & 00/100 Dollars (5% amt bid NTE \$25,000.00),

**PROJECT:** Okeehoopkee Prairie Park Re-Bid- BC-03-10-15-20

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

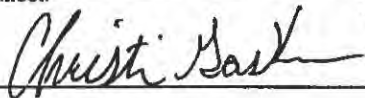
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Surety's liability under any resultant payment and performance bond issued on this contract is limited as it pertains to any express or implied warranty provisions to which Principal is obligated, by contract and/or statute, to a period of one year after subject work is performed. Neither Surety nor Principal shall be liable to Obligee for the bid bond penalty if final bonds are not executed as a result of any of these underwriting items being unsatisfactory or unfavorable.

Signed and sealed this 10th day of March, 2015.

Witness/Attest:

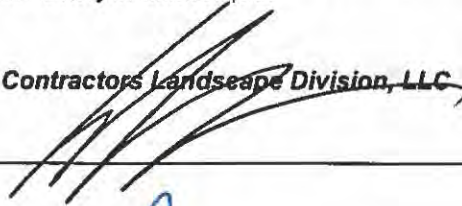
By:



**Gaskin Contractors Landscape Division, LLC**

(Principal)

By:



**American Southern Insurance Company**

(Surety)

By:



By:

**Jason S. Centrella**, Attorney in Fact & FL Licensed Agent  
11481 Old St Augustine Rd #104, Jacksonville FL 32258 (904)230-1324

This document conforms to AIA Document A310 - 2010 BID BOND. THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NY AVE NW, WASHINGTON, DC 20006.

**Jason S. Centrella**  
Florida Res. Agent #A300489

P.O. Box 600962  
Jacksonville, FL 32260  
904-230-1324

# AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW  
Suite 4-800  
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030  
Atlanta, GA 31139-0030

## GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Brian A. O'Neal of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Jeffery L. Booth of Parma, Ohio; James E. Feldner of West Lake, Ohio; Stephen E. Lallier of Reynoldsburg, Ohio; Patricia E. Martin of Lutz, Florida; Garry W. Black of Murfreesboro, Tennessee; Martha G. Ross of Charlotte, North Carolina; David R. Brett of Columbia, South Carolina; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; Brian Clark of Matthews, North Carolina; Michael K. Thompson of Smyrna, Tennessee; Kelley E.M. Nys of Decatur, Georgia; or Diane L. McLain of Fitchburg, Wisconsin, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

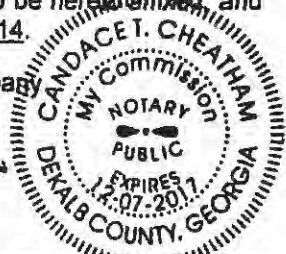
RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereunto affixed, and these presents to be signed by its President and attested by its Secretary this 24th day of January, 2014.

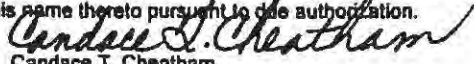
Attest:   
Gail A. Lee, Secretary

By:   
Scott G. Thompson, President



STATE OF GEORGIA  
SS:  
COUNTY OF FULTON

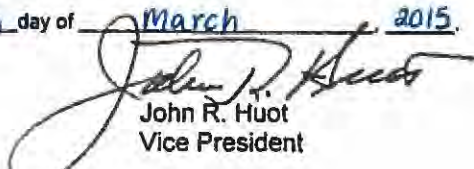
On this 24th day of January, 2014, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

  
Candace T. Cheatham  
Notary Public, State of Georgia  
Qualified in DeKalb County  
Commission Expires December 7, 2017

STATE OF GEORGIA  
SS:  
COUNTY OF FULTON

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 10th day of March, 2015.

  
John R. Huot  
Vice President



Power No. 33592

LEON COUNTY PURCHASING DIVISION  
 BID TABULATION SHEET  
 BC-03-10-15-20

Bid Title: Okeeheepkee Praire Park

Opening Date: Tuesday, March 10, 2015 at 2:00 PM

Item/Vendor	Gaskin Contractors	Allen's Excavation	
Manual Signature	Yes	Yes	
Affidavit of Immigration	Yes	Yes	
Tie Bid	Yes	Yes	
Insurance	Yes	Yes	
Certificate Debarment	Yes	Yes	
Base Bid:	\$ 435,332.28	\$ 446,268.00	
Alternate 1	\$ 9,735.00	\$ 12,000.00	
Alternate 2	\$ 16,003.00	\$ 20,000.00	

Tabulated By: Shelly Kelley

[Signature]

**BOARD OF COUNTY COMMISSIONERS***Inter-Office Memorandum*

Date: March 11, 2015

To: Leigh Davis, Director  
Parks & Recreation Division  
Department of Public WorksFrom: Shanea Y. Wilks, Director  
Minority, Women, & Small Business Enterprise (MWSBE) Division  
Office of Economic VitalitySubject: M/WBE Analysis for the Okeechepkee Prairie Park (BC-03-10-15-20)

The Minority, Women, & Small Business Enterprise (MWSBE) Division reviewed the MWBE Participation Plans for two (2) firms to determine if the 17% MBE and 9% WBE Aspirational Targets for Construction Subcontracting were achieved for the Okeechepkee Prairie Park Project.

The submitted MWBE Participation Plans for each bidder are as follows:

**Allen's Excavation, Inc.** exceeded the M/WBE Aspirational Target for Construction Subcontracting; therefore, the Good Faith Effort Form is not required. The MWBE firms listed below are the firms **Allen's Excavation, Inc.** intends to utilize on this project.

Total Bid Amount		\$446,268			
Name of M/WBE	Race/Gender	Certifying Agency	Goods & Services	M/WBE Dollars	M/WBE Utilization
Capital City Contracting, LLC	African American Male	Leon County	Boardwalk/Concrete	\$81,305	18.2%
DeLacy Farm Sod, Inc.	Non-Minority Female	City of Tallahassee	Sodding	\$14,256	3.2%
Panther Creek Sod, LLC	Non-Minority Female	City of Tallahassee	Landscape & Sodding	\$28,789	6.5%
<b>Total M/WBE Dollars</b>				\$124,350	
<b>Total M/WBE Utilization Percentage</b>					27.9%

**Gaskin Contractors, Inc.** exceeded the MBE and met the WBE Aspirational Target for Construction Subcontracting; therefore, the Good Faith Effort Form is not required. The MWBE firms listed below are the firms **Gaskin Contractors, Inc.** intends to utilize on this project.

Total Bid Amount		\$435,332			
Name of M/WBE	Race/Gender	Certifying Agency	Goods & Services	M/WBE Dollars	M/WBE Utilization
Marco's Masonry & Concrete, LLC	Hispanic Male	Leon County	Concrete & Misc. Trades	\$79,900	18.4%
DeLacy Farm Sod, Inc.	Non-Minority Female	City of Tallahassee	Landscaping	\$42,300	9.7%
<b>Total M/WBE Dollars</b>				\$122,200	
<b>Total M/WBE Utilization Percentage</b>					28.1%

**Leon County  
Board of County Commissioners**

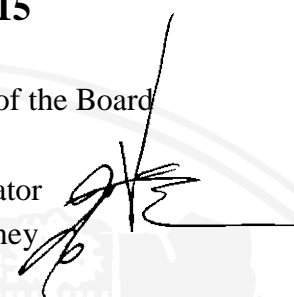
**Notes for Agenda Item #14**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #14

April 14, 2015

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

**From:** Vincent S. Long, County Administrator  
Herbert W. A. Thiele, County Attorney 

**Title:** Request to Schedule the First and Only Public Hearing on the Refinancing of the Capital Improvement Revenue Bond, Series 2005 and Proceed with a Request for Proposal for the Refinancing of the Remaining Capital Improvement Bonds, Series 2005 for Tuesday, June 23, 2015 at 6:00 p.m.

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>County Attorney Review and Approval:</b>	Herbert W.A. Thiele, County Attorney
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Scott Ross, Director, Office of Financial Stewardship

**Fiscal Impact:**

This item has a fiscal impact to the County. Based on current market conditions, a refunding of the outstanding bonds could realize savings of approximately \$200,000 a year in annual debt service payments; actual amounts will not be known until a bid process is conducted and the final structure is determined. Total savings are estimated at approximately \$400,000 over the life of the bonds (through 2017).

**Staff Recommendations:**

Option # 1: Authorize the County’s financial advisor to issue a Bank Loan Request for Proposal for the purpose of refunding the remaining Capital Improvement Revenue Bonds, Series 2005.

Option #2: Schedule the first and only Public Hearing regarding the refinancing of the Capital Improvement Revenue Bond, Series 2005 for Tuesday, June 23, 2015 at 6:00 p.m.

Title: Request to Schedule the First and Only Public Hearing on the Refinancing of the Capital Improvement Revenue Bond, Series 2005 and Proceed with a Request for Proposal for the Refinancing of the Remaining Capital Improvement Bonds, Series 2005 for Tuesday, June 23, 2015 at 6:00 p.m.

April 14, 2015

Page 2

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## **Report and Discussion**

### **Background:**

In order to ensure the County takes advantage of current market rates, the County and the County's financial advisor routinely review the County's outstanding debt for cost savings available through refunding opportunities. Any anticipated savings will be contemplated as part of the June budget workshops. Given current market conditions, the County's financial advisor is recommending proceeding with this refinancing during the current fiscal year.

### **Analysis:**

Based on current market conditions, the financial advisor has identified an opportunity for the County to refund the remaining Capital Improvement Revenue Bonds, Series 2005 (Attachment #1). The County's finance team has reviewed the proposal and concurs with the financial advisor's recommendation to proceed with the refunding.

Based on anticipated interest rates, the financial advisor estimates reduction in debt service payments of approximately \$200,000 annually. The estimated savings are net of fees. However, until the bid is conducted and awarded the actual savings will not be known. Staff will contemplate any savings as part of the FY 2016 budget development process.

The bid process is administered by the County's financial advisor. A Request for Proposal will be issued regarding refinancing the current 2005 Bond Series with a bank loan. Once the proposals are received, the County's financial team will review the proposals to evaluate the maximum cost savings to the County. After the financial team determines the proposal that best serves the County's need, a Public Hearing will be held to request the refinancing. Staff has determined that a Public Hearing can be scheduled for Tuesday, June 23, 2015 at 6:00 p.m. The Board would ultimately award the refunding to the bidder with the lowest interest rate.

### **Options:**

1. Authorize the County's financial advisor to issue a Bank Loan Request for Proposal for the purpose of refunding the remaining Capital Improvement Revenue Bonds, Series 2005.
2. Schedule the first and only Public Hearing regarding the refinancing of the Capital Improvement Revenue Bond, Series 2005 for Tuesday, June 23, 2015 at 6:00 p.m.
3. Do not authorize the County's financial advisor to issue a Bank Loan Request for Proposal for the purpose of refunding a portion of the Capital Improvement Revenue Bonds, Series 2005.
4. Board direction

### **Recommendations:**

Options #1 and #2.

### **Attachment:**

1. Letter from Financial Advisor, Public Financial Management regarding refinancing opportunity



## The PFM Group

Public Financial Management, Inc.  
PFM Asset Management LLC  
PFM Advisors

Lincoln Plaza  
Suite 1170  
300 S. Orange Avenue  
Orlando, FL  
32801-3470

407-648-2208  
407-648-1323 fax  
www.pfm.com

April 1, 2015

## Memorandum

**To:** Bob Inzer, Clerk of the Circuit Court  
Alan Rosenzweig, Assistant County Administrator  
Scott Ross, Budget Director  
Betsy Coxen, Finance Director  
Norma Parrish, Treasury Manager

**From:** David Moore, Managing Director  
Jeremy Niedfeldt, Senior Managing Consultant  
Natalie Newland, Analyst

**Re:** Leon County, Florida  
Capital Improvement Revenue Bonds, Series 2005 – 2015 Refunding Opportunity

---

As financial advisor to Leon County, Florida (the “County”), Public Financial Management (“PFM”) periodically reviews the County’s outstanding debt to look for potential refunding opportunities. Given the current interest rate environment, we believe the County may be able to current refund \$13,650,000 of outstanding callable Capital Improvement Revenue Bonds, Series 2005 (the “2005 Bonds”) for over \$400,000 in cashflow savings over the next two years (FY 2016 & FY 2017). Along with a current refunding, the County could also defease the October 1, 2015 maturities (\$6,390,000) and eliminate the need for future continuing disclosure and reporting requirements along with any public bond ratings surveillance.

### Estimated Savings

The Series 2005 Bonds were issued in order to: (i) advance refund certain Series 1997, Series 1998A and Series 1999 Bonds and (ii) finance renovations on the Courthouse. These bonds become callable on October 1, 2015 at par (100%). The portion of the 2005 Bonds issued for advance refunding purposes maturing after the call date could be refunded on a *current* basis within 90-days of the call date. The portion of 2005 Bonds issued to finance the Courthouse maturing after the call date were *advance refunded* last year, and the County received over \$1.6 million in Present Value (PV) savings. By executing a current refunding of outstanding callable bonds through the issuance of a refunding bank loan, we estimate that the County could realize approximately **\$400,000** of PV debt service savings (net of issuance and escrow costs) based on current market interest rates. While the % of PV savings on refunded par amount is not as high as the County recently received on the Series 2014 Refunding (2.6% instead of 11%), the impact of saving approximately \$200,000 in each of the next two fiscal years is significant.

The above savings estimate reflects conservative interest rate cushion, given the market’s sensitivity to Federal Reserve rate indications and economic data releases that could potentially drive short term rates higher over the next several months. If rates are at the current levels when the County





Leon County, FL  
2005 Capital Improvement Revenue  
Bond Refunding Opportunity  
April 1, 2015  
Page 2 of 2

locks-up the interest rate on a refunding loan, PFM estimates closer to **\$250,000** in annual savings with more than **3.0%** PV savings as a percentage of refunded par.

Given the very short duration of the financing, it is common that the % savings is rather low. For short financings like this, the 3% to 5% savings threshold “rule of thumb” really doesn’t apply. Rather, the analysis becomes simply a cashflow reduction question. Quite simply, is the process/hassle of completing the rather small and short refunding worth the effort? Given the relative ease of the bank loan process, we believe this is a very prudent financing.

### **Recommendation**

If the County deems the Cashflow savings to be significant, PFM recommends that the County refund the outstanding callable Series 2005 Bonds with a term loan provider selected through a Bank Loan RFP. This process allows the County to receive competitive offers from all interested banks to provide the lowest rate in order to maximize PV savings. Aggregate debt structure analysis would be used to ensure savings in each year, without an extension of the final maturity of outstanding bonds. Also, PFM believes there are non-financial benefits to defeasing the 10/1/2015 maturity along with the refunding that are worth considering.

PFM is prepared to work with County staff to issue a bank loan RFP. Once bids are received, PFM will review the bids, summarize the terms and conditions of the bids, and assist the County with the selection of the most favorable financing terms that provides for the lowest cost alternative and the greatest savings over each of the next two years. PFM will then coordinate the financing with the working group to structure and close the transaction in a timely manner. A preliminary timeline for the transaction is shown below:

### **Preliminary Schedule:**

April 29, 2015	RFP Issued
May 20, 2015	Written responses due
June 23, 2015	Award of the Term Loan (County Commission Meeting)
July 7, 2014 (tentative)	Approximate closing on Term Loan

If you have any questions regarding this memo or PFM’s recommendation, please feel free to contact us at 407-648-2208 or via email at [moored@pfm.com](mailto:moored@pfm.com) or [niedfeldtj@pfm.com](mailto:niedfeldtj@pfm.com).

**Leon County  
Board of County Commissioners**

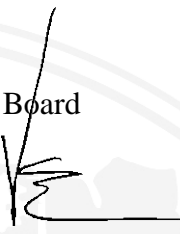
**Notes for Agenda Item #15**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #15

April 14, 2015

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

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

**Title:** Consideration of Full Board Appointments to the CareerSource Capital Region, Tallahassee Sports Council, and Tourism Development Council

<b>County Administrator 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>	Christine Coble, Agenda Coordinator

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

- Option #1: Appoint Brandon Wienke to the CareerSource Capital Region Board of Directors for a term of three years.
- Option #2: Reappoint Leslie Smith and Andrew Wilcox to the Tallahassee Sports Council for terms of three years.
- Option #3: Appoint Sam McKay to the Tourism Development Council to fill an unexpired term (2017).

## Report and Discussion

### **Background:**

This agenda requests one full Board appointment to the CareerSource Capital Region, two full Board appointments to the Tallahassee Sports Council, and one full Board appointment to the Tourist Development Council.

### **Analysis:**

#### **CareerSource Capital Region**

**Purpose:** CareerSource provides opportunities for youth and adults to develop and continuously upgrade their knowledge and skills in order to advance economically and socially, and in providing employers with the skilled workforce necessary to be competitive in local, state, national, and/or international markets (Attachment #1).

**Composition:** The Board has seven appointments, representative of the private sector who shall be owners of business concerns, executives, or chief operating officers of non-governmental employers, or other private sector executives who have substantial management or policy responsibility.

**Vacancy:** There is currently a Board-appointed vacancy. New appointments to CareerSource Capital Region are required to be nominated through recommendation of the Tallahassee-Leon County Chamber of Commerce and Economic Development Council. The Chamber has recommended Mr. Brandon Wienke for appointment for a three-year term (Attachment #2). Mr. Wienke's application is attached (Attachment #3).

*Table 1: CareerSource Capital Region*

<b>Vacancy</b>	<b>Applicant</b>	<b>Recommended Action</b>
Vacant	Brandon Wienke	Full Board to make appointment.

#### **Tallahassee Sports Council (TSC)**

**Purpose:** The purpose of the TSC is to focus on the economic benefits of visitor-generating events to support sports tourism for the betterment of the Tallahassee-Leon County community. (Attachment #4).

**Composition:** The TSC is composed of 18 members; 12 members are designated by position, and six are at-large members who have demonstrated experience and interest in aspects of sports within Leon County to be appointed by the full Board for three-year terms.

**Vacancy:** The terms of Leslie Smith and Andrew Wilcox (full Board at-large members) expire April 30, 2015. Ms. Smith and Mr. Wilcox are eligible for and interested in reappointment (Attachment #5).

*Table 2: Tallahassee Sports Council*

<b>Vacancy</b>	<b>Applicants</b>	<b>Recommended Action</b>
Leslie Smith	Leslie Smith	Full Board to make reappointment.
Andrew Wilcox	Andrew Wilcox	Full Board to make reappointment.

**Tourist Development Council (TDC)**

Purpose: The TDC develops plans for tourist development; makes recommendations for operation of special projects or for uses of tax revenue; and, reviews expenditures of revenue from the Tourist Development trust fund (Attachment #6).

Composition: There are nine members of the TDC: two City Commissioners; three owners or operators of hotels, motels, recreational vehicle parks, or other tourist accommodations in the County; three persons involved in the tourist industry and who have demonstrated an interest in tourist development; and, the Board Chairman or Commissioner designee, who serves as the vice-chair of the TDC. Members serve four-year terms.

Vacancy: Mr. Jonathan Brashier, the General Manager of the Aloft Tallahassee Downtown, has been a member in the category of "hotelier." Mr. Brashier will be relocating and, consequently, has resigned from the TDC (Attachment #7). Therefore, his unexpired term (2017) would need to be completed. An application, in the category of hotelier, has been received from Mr. Sam McKay, General Manager at Staybridge Suites (Attachment #8).

*Table 2: Tourist Development Council*

<b>Vacancy</b>	<b>Applicants</b>	<b>Recommended Action</b>
Jonathan Brashier (Resigned)	Sam McKay	Full Board to make one appointment.

**Options:**

1. Appoint Brandon Wienke to the CareerSource Capital Region Board of Directors for a term of three years..
2. Reappoint Leslie Smith and Andrew Wilcox to the Tallahassee Sports Council for terms of three years.
3. Appoint Sam McKay to the Tourism Development Council to fill an unexpired term (2017).
4. Board direction.

**Recommendation:**

Options #1, #2, and #3.

**Attachments:**

1. Eligibility & Criteria – CareerSource Capital Region
2. Letter from Greater Tallahassee Chamber of Commerce
3. Application – Brandon Wienke
4. Eligibility & Criteria – Tallahassee Sports Council
5. Email from Brian Hickey
6. Eligibility & Criteria – Tourist Development Council
7. Email -Resignation from Jonathan Brashier
8. Application – Sam McKay

# CareerSource Capital Region

## **Responsibility:**

CareerSource Capital Region provides for enhanced coordination, cooperation, collaboration, and outcomes, by and between several entities, both public and private, that are involved at the local level in providing youth and adults with opportunities to develop and continuously upgrade their knowledge and skills in order to advance economically and socially, and in providing employers with the skilled workforce necessary to be competitive in local, state, national, and/or international markets.

Develop the region's strategic workforce development plan; identify occupations for which there is a demand in the area served and selecting training institutions that may provide training, in accordance with procurement guidelines and procedures; 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, provide oversight and monitoring activities.

## **Created By:**

Federal Public Law 105-220 (Workforce Investment Act of 1998 - Title I)  
Section 117, of the WIA and the State of Florida Workforce Innovation Act of 2000  
Interlocal Agreement between Leon, Wakulla, and Gadsden County Commissions (Region)

## **Appointments:**

7 - appointed by BCC - private sector representatives- A majority of CareerSource Capital Region shall be representative of the private sector, who shall be owners of business concerns, executives, or chief operating officers of non-governmental employers, or other private sector executives who have substantial management or policy responsibility.  
- New appointments to CareerSource Capital Region are required to be nominated through recommendation of the Tallahassee-Leon County Chamber of Commerce and Economic Development Council (EDC).

## **Terms:**

Initial terms are 2 and 3 years. All terms thereafter are 3-year terms.  
Terms expire June 30. Vacancies are filled for the remainder of an unexpired term.

New appointments to CareerSource Capital Region are required to be nominated through recommendation of the Tallahassee-Leon County Chamber of Commerce and Economic Development Council (EDC).

## **Schedule:**

Meets quarterly. Meeting dates and times posted on the CareerSource Capital Region website:  
[www.careersourcecapitalregion.com](http://www.careersourcecapitalregion.com)

**Contact Person/Staff:**

Jim McShane, Executive Director  
325 John Knox Road, Atrium Building, Suite 102  
Tallahassee, Florida 32303  
Phone: 850-617-4601  
Fax: 850-410-2595  
email: [jim.mcshane@careersourcecapitalregion.com](mailto:jim.mcshane@careersourcecapitalregion.com)

Cheryl Cantley, Administrative Assistant  
850-617-4602  
email: [cheryl.cantley@careersourcecapitalregion.com](mailto:cheryl.cantley@careersourcecapitalregion.com)

**Members:**

Morales, Marilyn Tallahassee Memorial Healthcare	Begin Term: 4/8/2014 End Term: 6/30/2016 Type: unexpired term	Original Date: 4/8/2014 Appointed by: Board of County Commissioners	Email: marilyn.morales@yahoo.com
Edwards, Barbara	Begin Term: 3/12/2013 End Term: 6/30/2016 Type: three years	Original Date: 3/12/2013 Appointed by: Board of County Commissioners	Email: Barbara_c_edwards@ cable.comcast.com
Smith, George	Begin Term: 9/2/2014 End Term: 6/30/2017 Type: three years	Original Date: 9/2/2014 Appointed by: Board of County Commissioners	Email: george@ bmolaw.com
Banks, George C. Summit East Management	Begin Term: 6/24/2014 End Term: 6/30/2017 Type: three years	Original Date: 9/22/2009 Appointed by: Board of County Commissioners	Email: george.banks@ summiteast.com

Robinson, Mark,	Begin Term: 3/10/2015 End Term: 6/30/2018 Type: three years	Original Date: 3/10/2015 Appointed by: Board of County Commissioners	Email: mark.robinson@hcahealthcare.com
Vacant			



February 12, 2015

Honorable Mary Ann Lindley  
Chairman, Leon County Board of County Commissioners  
Leon County Courthouse  
301 S. Monroe Street  
Tallahassee, FL 32301

Commissioner Lindley:

Based on the requirement that the Greater Tallahassee Chamber of Commerce must generate nomination and/or reappointment requests for individuals to serve on the CareerSource Board of Directors, we would ask that you consider the following member to serve for a three-year term.

Brandon Wienke  
Vice President, Relationship Manager Business Banking  
SunTrust Bank

We would appreciate your consideration.

Sincerely,



Sue Dick  
President/CEO, Greater Tallahassee Chamber of Commerce

CC:  
Christine Coble  
Jim McShane  
Cheryl A. Cantley

EXECUTIVE COMMITTEE

Rick Moore  
*Chair*

Kathy Bell  
*Chair-Elect*

E. Edward Murray, Jr.  
*Immediate Past Chair*

John Medina  
*Treasurer*

DeWitt Miller  
*Assistant Treasurer*

Sue Dick  
*President*

Terrie Ard

Reggie Boutillier

Park Broome

Kimberly Crowell

Bill Moor

Jim Murdaugh

Heidi Otway

Mike Roberts

Ron Sachs

Kimberly Smiley

**ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT**

It is the applicant's responsibility to keep this information current.  
To advise the County of any changes please contact Christine Coble  
by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov



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

Name: Brandon Wienke		Date: 12-Feb-2015
Home Phone: (850) 879-0826	Work Phone: (850)907-5008X	Email: brandon.wienke@suntrust.com
Occupation: Commercial Banker	Employer: SunTrust	
Preferred mailing location: Work Address		
Work Address: 3522 THOMASVILLE ROAD 5TH FLOOR		
City/State/Zip: TALLAHASSEE	FL	32309
Home Address 3164 NATHANIEL TRACE		
City/State/Zip: TALLAHASSEE	FL	32311
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? No	
For how many years have you lived in and/or owned property in Leon County?		11.00years
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?		
Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference		
1st Choice: Workforce Plus		2nd Choice:
What cultural arts organization do you represent, if any?		
None at this time		
If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:		
Finance and Budget committee / Competitive committee		
<b><u>If you are appointed to a Committee, you are expected to attend regular meetings.</u></b>		
How many days permonth would you be willing to commit for Committee work? 4 or more		
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, Night		
<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.		
Race: Caucasian	Sex: Male	Age: 30
Disabled? No	District: District 2	

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.

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

Name: THOMAS PENNEKAMP Telephone: 850-425-6710  
Address: 215 S MONROE ST TALLAHASSEE FL 32301

Name: BRAD WHITE Telephone: 850-907-5185  
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) 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? Yes

If yes, please explain. SunTrust Bank banks has some banking relationships with Leon County entities

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: Brandon R Wienke

This application was electronically sent: 2/12/2015 3:12:27PM

# Tallahassee Sports Council

## **Responsibility:**

To focus on the economic benefits of visitor-generating events to support sports tourism for the betterment of the Tallahassee-Leon County community.

Provide a fact-finding source of community input and technical resources for use by Staff in developing a Staff recommendation regarding a sports tourism-related matter to be considered by the Tourist Development Council. Additionally, the Tallahassee Sports Council shall be charged with the responsibility of providing essential information to the Tourist Development Council regarding potential events, dates/date conflicts, and venue availability of proposed sporting events in Leon County.

## **Created By:**

Originally created in 1989 by hospitality industry and business community

Formally established as focus group by Enabling Resolution, adopted by the Board on February 28, 2012

## **Appointments:**

Eighteen Members consisting of:

One representative from each of the following::

- 1) Florida A&M University, Athletics
- 2) Florida A&M University, Campus Recreation
- 3) Florida State University, Athletics
- 4) Florida State University, Campus Recreation
- 5) Board of County Commissioners(Chairman's appointment)
- 6) Leon County Division of Parks & Recreation
- 7) Leon County School Board
- 8) Leon County Schools, Activities & Athletics
- 9) Tallahassee Community College Athletics
- 10) Tallahassee/Leon County Civic Center
- 11) Tallahassee Orthopedic & Sports Physical Therapy
- 12) Tallahassee Parks, Recreation, and Neighborhood Affairs
- 13 - 18) Six at-large members who have demonstrated experience and interest in aspects of sports within Leon County to be appointed by the full Board)

Additionally, the Tallahassee Sports Council shall grant emeritus status to volunteer citizens who have completed fifteen (15) years of service to the County's sports tourism programs.

## **Terms:**

The At-large committee appointments will be made initially for staggered one-, two-, and three-year terms; after the initial appointments, all terms will be for three-year terms; At-large committee appointees may not serve more than three consecutive terms.

## **Eligibility:**

See positions

**Contact Person/Staff:**

Brian Hickey, Director, Tallahassee Sports Council  
 Leon County Division of Tourism d/b/a Visit Tallahassee  
 106 E. Jefferson Street  
 Tallahassee, FL 32301  
 Ph: 850-606-2300  
 Fax: 850-606-2304

**Members:**

Wilcox, Andrew	Begin Term: 4/10/2012 End Term: 4/30/2015 Type: three years	Original Date: 4/10/2012 <hr/> Appointed by: Board of County Commissioners	Category: At-Large Member  Email: andrewjwilcox@aol.com
Smith, Leslie	Begin Term: 5/14/2013 End Term: 4/30/2015  Type: Unexpired term	Original Date: 5/14/2013 <hr/> Appointed by: Board of County Commissioners	Category: Ad Hoc Member  Email: lesliehsmith@gmail.com
Randolph, Tim	Begin Term: 5/12/2013 End Term: 4/30/2016 Type: three years	Original Date: 9/18/2012 <hr/> Appointed by: Board of County Commissioners	Category: At-Large Member  Email: randolpht@leoncountyfl.gov
West, Kip	Begin Term: 5/12/2013 End Term: 4/30/2016 Type: three years	Original Date: 9/18/2012 <hr/> Appointed by: Board of County Commissioners	Category: At-Large Member  Email: kip@eliteteammail.com

Davis, Chuck	Begin Term: 5/27/2014 End Term: 4/30/2016 Type: two years	Original Date: 9/18/2012 <hr/> Appointed by: Board of County Commissioners	Category: At-Large Member  Email: davis.charles@mail.dc.state.fl.us
Hilaman, Patti Florida League of Cities	Begin Term: 5/27/2014 End Term: 4/30/2016 Type: two years	Original Date: 9/18/2012 <hr/> Appointed by: Board of County Commissioners	Category: At-Large Member Email: philaman@flcities.com
Carroll, Robert Florida A & M University	Begin Term: 4/10/2012 Type: unlimited	Original Date: 4/10/2012 <hr/> Appointed by: Florida A & M	Category: FAMU Campus Recreation Email: robert.carroll@famu.edu
Chaney, Rob	Begin Term: 4/10/2012 Type: unlimited	Original Date: 4/10/2012 <hr/> Appointed by: Tallahassee Community College	Category: Tallahassee Community College Athletics Email: chaneyr@tcc.fl.edu
Waxman, Bernard	Begin Term: 4/10/2012 Type: unlimited	Original Date: 4/10/2012 <hr/> Appointed by: Florida State University	Category: Florida State University Athletics Email: bwaxman@fsu.edu
Collins, Michael	Begin Term: 4/10/2012 Type: unlimited	Original Date: 4/10/2012 <hr/> Appointed by: Florida State University	Category: FSU - Campus Recreation Email: mjcollins2@admin.fsu.edu
Edwards, Ashley	Begin Term: 9/1/2014 Type: unlimited	Original Date: 9/1/2014 <hr/> Appointed by: Tallahassee City Commission	Category: City of Tallahassee Parks & Recreation Email: ashley.edwards@talgov.com
Youngblood, Ronnie	Begin Term: 4/10/2012 Type: unlimited	Original Date: 4/10/2012 <hr/> Appointed by: Jackie Pons Leon County School Board	Category: Leon County Schools Email: youngbloodr@leonschools.net

Robinson, D. Wayne	Begin Term: 9/1/2014 Type: unlimited	Original Date: 9/1/2014 <hr/> Appointed by: Florida A & M	Category: FAMU Athletics  Email: derek.horne@famu.edu
Davis, Leigh	Begin Term: 4/10/2012 Type: unlimited	Original Date: 4/10/2012 <hr/> Appointed by: Board of County Commissioners	Category: Leon County Parks & Recreation  Email: davisle@leoncountyfl.gov
Englert, Roger	Begin Term: 4/10/2012 Type: unlimited	Original Date: 4/10/2012 <hr/> Appointed by: Board of County Commissioners	Category: Donald L. Tucker Center  Email: renglert@tlccc.org
Watson, James TOSPT	Begin Term: 4/10/2012 Type: unlimited	Original Date: 4/10/2012 <hr/> Appointed by: Board of County Commissioners	Category: Tallahassee Orthopedic & Sports Physical Therapy  Email: watson@tospt.com
Bell, Richard	Begin Term: 4/10/2012 Type: unlimited	Original Date: 4/10/2012 <hr/> Appointed by: Jackie Pons Leon County School Board	Category: Leon County Schools' Activities & Athletics  Email: bellr@leonschools.net
Englert, Mitch	Begin Term: 4/10/2012 Type: Unlimited	Original Date: 4/10/2012 <hr/> Appointed by: Board of County Commissioners	Category: Emeritus  Email: englert.mitch@cdbg.com

Montford, Bill	Begin Term: 4/10/2012 Type: Unlimited	Original Date: 4/10/2012 <hr/> Appointed by: Board of County Commissioners	Category: Emeritus Email: <a href="mailto:bmontford@fadss.org">bmontford@fadss.org</a>
Blackburn, Jeb	Begin Term: 4/10/2012 Type: Unlimited	Original Date: 4/10/2012 <hr/> Appointed by: Board of County Commissioners	Category: Emeritus Email: <a href="mailto:blackbuj1976@gmail.com">blackbuj1976@gmail.com</a>
Trousdell, Randy	Begin Term: 4/10/2012 Type: Unlimited	Original Date: 4/10/2012 <hr/> Appointed by: Board of County Commissioners	Category: Emeritus Email: <a href="mailto:trousden@embarqmail.com">trousden@embarqmail.com</a>
Brafford, Ron	Begin Term: 4/10/2012 Type: Unlimited	Original Date: 4/10/2012 <hr/> Appointed by: Board of County Commissioners	Category: Emeritus Email: <a href="mailto:ron.brafford@summitgroupcommercial.com">ron.brafford@summitgroupcommercial.com</a>
Maddox, Nick Commissioner	Begin Term: 4/10/2012 Type: Unlimited	Original Date: 4/10/2012 <hr/> Appointed by: Board of County Commissioners	Category: Board of County Commissioners Email: <a href="mailto:maddoxn@leoncountyfl.gov">maddoxn@leoncountyfl.gov</a>



**From:** Brian Hickey  
**To:** Coble, Christine  
**Date:** 3/30/15 5:18 PM  
**Subject:** Tallahassee Sports Council

Dear Christine:

As per our Tallahassee Sports Council Citizen Advisory Board, Leslie Smith and Andrew Wilcox both are up for renewal of their positions on April 30, 2015. Leslie has served our community very well and is currently representing the Tallahassee Sports Council at the Leon County Tourist Development Council meetings. Both Leslie and Andrew have good attendance records and are active in their roles with the Tallahassee Sports Council.

Please let me know if there is anything else I may assist you with.

Best regards,

Brian Hickey, CDME, CSEE  
Director of Sports for Visit Tallahassee,  
a Division of Leon County  
850-606-2313 [www.VisitTallahassee.com](http://www.VisitTallahassee.com)  
Industry Partner, Florida Sports Foundation  
Member, National Association of Sports Commissions

# Tourist Development Council

**Responsibility:**

Develops plans for tourist development; makes recommendations for operation of special projects or for uses of tax revenue. Reviews expenditures of revenue from the development trust fund.

**Created By:**

Chapter 125.0104(4)(e) Florida Statutes.;

Resolution. Nos. R86-01, R02-02; Leon County Code of Laws Chapter 11, Art. III, Sec. 11-48;

County Ordinance 88-01; County Resolution establishing the Council, 10/20/1986

**Appointments:**

Nine members -

One member - Chairman of the BCC to serve as Vice-Chair of TDC

Eight members - appointed by full Board of County Commissioners

**Eligibility Criteria:**

ELIGIBILITY CRITERIA: All must be electors of the County.

2 - City Commissioners (Elected Municipal Officials)

3 - Owners or operators of hotels, motels, recreational vehicle parks, or other tourist accommodations in the County and subject to the tax

3 - Persons involved in the tourist industry and who have demonstrated an interest in tourist development, but who are not owners or operators of hotels, motels, recreational vehicle parks, or other tourist accommodations in the County and subject to the tax.

**Terms:**

Eight members - 4 year terms. Terms expire October 31.

Number of terms allowed not specified in statute or ordinance. Vacancies are filled for remainder of unexpired term.

Chairman of the BCC

2 City Commissioners (Elected Municipal Officials)

3 Owners or operators of hotels, motels, recreational vehicle parks, or other tourist accommodations in the County and subject to the tax

3 Persons involved in the tourist industry and who have demonstrated an interest in tourist development, but who are not owners or operators of hotels, motels, recreational vehicle parks, or other tourist accommodations in the County and subject to the tax.

**Schedule:**

The TDC meets at 9:00 a.m. on the first Thursday of every other month beginning in January.

Leon County Commission Chambers, 5th floor

301 S. Monroe Street

**Contact Person/Staff:**

Lee Daniel, Executive Director

Tourism Development

Office of Economic Development & Business Partnerships

606-2300

[daniellee@leoncountyfl.gov](mailto:daniellee@leoncountyfl.gov)

Kaye Hogan, Assistant to the Director

606-2300

Email: [hogank@leoncountyfl.gov](mailto:hogank@leoncountyfl.gov)

**Members:**

<p>Master, Paresh Comfort Suites</p>	<p>Begin Term: 9/23/2014 End Term: 10/31/2018 Type: four years</p>	<p>Original Date: 10/19/2010</p> <hr/> <p>Appointed by: Board of County Commissioners</p>	<p>Category: Hotelier  Email: paresh.master@gmail.com</p>
<p>Schmitz, T. Bo Four Points by Sheraton Downtown</p>	<p>Begin Term: 9/23/2014 End Term: 10/31/2018 Type: four years</p>	<p>Original Date: 12/10/2013</p> <hr/> <p>Appointed by: Board of County Commissioners</p>	<p>Category: Hotelier  Email: bo.schmitz@ fourpointstallahasseedowntown.com</p>
<p>Daws, Russell Tallahassee Museum of History &amp; Natural Science</p>	<p>Begin Term: 9/23/2014 End Term: 10/31/2018 Type: four years</p>	<p>Original Date: 3/27/2004</p> <hr/> <p>Appointed by: Board of County Commissioners</p>	<p>Category: Interested Person  Email: rdaws@tallahasseeuseum.org</p>
<p>Barber, Chucha</p>	<p>Begin Term: 10/25/2011 End Term: 10/31/2015 Type: four years</p>	<p>Original Date: 11/27/2007</p> <hr/> <p>Appointed by: Board of County Commissioners</p>	<p>Category: Interested Person Email: chuchabarber@gmail.com</p>
<p>Miller, Nancy City Commissioner</p>	<p>Begin Term: 9/23/2104 End Term: 10/31/2018 Type: four years</p>	<p>Original Date: 6/1/2011</p> <hr/> <p>Appointed by: Tallahassee City Commission</p>	<p>Category: City of Tallahassee  E-Mail: nancy.miller@talgov.com</p>
<p>Desloge, Bryan County Commissioner</p>	<p>Begin Term: 1/1/2013 End Term: 12/31/2015 Type: two years</p>	<p>Original Date: 1/1/2011</p> <hr/> <p>Appointed by: Board of County Commissioners</p>	<p>Category: Board representative Email:deslogeb@leoncountyfl.gov</p>

<p>McGee, Marion</p>	<p>Begin Term: 10/23/2012 End Term: 9/30/2016 Type: four years</p>	<p>Original Date: 10/23/2012</p> <hr/> <p>Appointed by: Tallahassee City Commission</p>	<p>Category: At-Large, Riley Museum</p> <p>Email: mmcgee@rileymuseum.org</p>
<p>Brashier, Jonathan C.</p> <p><b>RESIGNED</b></p>	<p>Begin Term: 11/19/2013 End Term: 10/31/2017 Type: four years</p>	<p>Original Date: 11/19/2013</p> <hr/> <p>Appointed by: Board of County Commissioners</p>	<p>Category: Hotelier</p> <p>Email: jonathan.brashier@alofhotels.com</p>
<p>Maddox, Scott Tallahassee City Commission</p>	<p>Begin Term: 1/1/2015 End Term: 10/31/2016 Type: unexpired term</p>	<p>Original Date: 1/1/2015</p> <hr/> <p>Appointed by: Tallahassee City Commission</p>	<p>Notes: category: City of Tallahassee Representative</p> <p>Email: <a href="mailto:Scott.Maddox@talgov.com">Scott.Maddox@talgov.com</a></p>
<p>Smith, Leslie H.</p>	<p>Begin Term: 5/27/2014 Type: Unlimited</p>	<p>Original Date: 5/27/2014</p> <hr/> <p>Appointed by: Tourist Development Council</p>	<p>Category: Ad Hoc Member – Tallahassee Sports Council</p> <p>Email: <a href="mailto:lesliesmith@gmail.com">lesliesmith@gmail.com</a></p>
<p>Pittman, Audra</p>	<p>Begin Term: 5/27/2014 Type: Unlimited</p>	<p>Original Date: 5/27/2014</p> <hr/> <p>Appointed by: Tourist Development Council</p>	<p>Category: Ad Hoc Member – Director, Council on Culture &amp; Arts</p> <p>Email: <a href="mailto:audra@cocanet.org">audra@cocanet.org</a></p>

**From:** Lee Daniel  
**To:** Coble, Christine; Holley, Chris  
**Date:** 4/1/15 11:18 AM  
**Subject:** Fwd: TDC  
**Attachments:** Daniel Lee.vcf

FYI:

GM- ALOFT TALLAHASSEE <jonathan.brashier@alofttallahasseedowntown.com> 2/3/2015 4:42 PM >>>

Lee,

I wanted to officially let you know that I have accepted a position with McKibbon back in my home town of Greenville, South Carolina where we will open a brand new Aloft Hotel this fall.

With this news, of course, I will need to step down from my position on the Tourism Development Council. I will remain in Tallahassee through the end of March so I will be able to be present and attend meetings until then.

I wanted to say that I very much appreciate all you have done to welcome me and have me as part of the Tallahassee community.

I wish you and this great city nothing but success and growth.

I'm sure we will talk soon. Let me know if you have any questions or need anything from me.

Warmest Regards,

Jonathan

**Jonathan Brashier**

General Manager

Aloft Tallahassee Downtown, 200 N Monroe Street, Tallahassee, Florida 32301

t. 850 577 5900 f. 850 513 0316

# ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

**It is the applicant's responsibility to keep this information current.  
To advise the County of any changes please contact Christine Coble  
by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov**



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

Name: Sam McKay		Date: 02-Nov-2013
Home Phone: (850) 590-6541	Work Phone: (850)219-7000X	Email: smckay@staybridgeth.com
Occupation: GENERAL MANAGER / VP OF OF		Employer: STAYBRIDGE SUITES / SUMMIT EAST INVESTORS
Preferred mailing location: Work Address Work Address: 1600 SUMMIT LAKE DRIVE		
City/State/Zip: TALLAHASSEE FL 32317		
Home Address 3233 MAJESTIC PRINCE TRAIL		
City/State/Zip: TALLAHASSEE FL 32309		
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? 6.00 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?		
Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference		
1st Choice: Tourist Development Council		2nd Choice:
What cultural arts organization do you represent, if any?		
If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested: TOURIST DEVELOPMENT COUNCIL		
<b><u>If you are appointed to a Committee, you are expected to attend regular meetings.</u></b>		
How many days permonth would you be willing to commit for Committee work? 2 to 3		
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		
<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.		
Race: Caucasian	Sex: Male	Age: 40
Disabled? No	District:	

**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.**

HIGH SCHOOL GRADUATE, 19 YEARS OF HOTEL MANAGEMENT EXPERIENCE WITH ALL MAJOR BRANDS (MARRIOTT, HILTON, IHG, HYATT). SKILL SET INCLUDES FULL SERVICE AND LIMITED SERVICE PROPERTIES. VERY PASSIONATE ABOUT OUR COMMUNITY. I AM A CERTIFIED FOOD OPERATOR AND A CERTIFIED POLL OPERATOR WITH THE STATE OF FLORIDA. MY CURRENT PROPERTY HAS BEEN THE #1 HOTEL ON TRIP ADVISOR FOR OVER 2YRS NOW AND WE HAVE BEEN NOMINATED FOR A TALLY AWARD TWICE. WE ARE AN AWARDED WINNING HOTEL WITHIN OUR BRAND OF IHG PROPERTIES. OUR HOTEL IS LOCALLY OWNED AND LOCALLY OPERATED AND DO OUR BEST TO KEEP ALL PURCHASES LOCALLY, EVEN THOUGH IT SOMETIMES COSTS MORE. I WAS A BOY SCOUT LEADER FOR PACK 23 WHILE MY TWO SONS PARTICIPATED IN THE SCOUTS. I WAS A VOLUNTEER FOR DESOTO TRAIL ELEMENTARY IN THE POSITION OF BUSINESS PARTNER COORDINATOR FOR 2 YEARS, AND A STANDING BOARD MEMBER FOR THE FLORIDA RESTAURANT AND LODGING ASSOCIATION FOR THE LAST 3 YEARS.

BEFORE RELOCATING TO TALLAHASSEE, I WORKED IN CHATTANOOGA TENNESSEE AND WAS AN AWARD WINNING MANAGER FOR THE STATE OF TENNESSEE FOR COMMUNITY SERVICE.

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

Name: ADRIENE TRIKOWSKY  
Address: 4900 HEATHE DRIVE

Telephone: 850 510 4378

Name: CLAUDE WALKER  
Address: 2073 SUMMIT LAKE DRIVE

Telephone: 850 219 8216

**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? No

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: Sam McKay

This application was electronically sent: 11/2/2013 9:56:54PM

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #16**

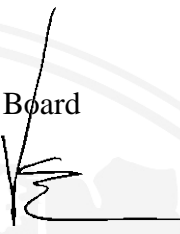


# Leon County Board of County Commissioners

## Cover Sheet for Agenda #16

April 14, 2015

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

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

**Title:** Joint City/County Transmittal Hearing on Cycle 2015-1 Comprehensive Plan Amendments

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wayne Tedder, Director, PLACE Cherie Bryant, Planning Manager
<b>Lead Staff/ Project Team:</b>	Barry Wilcox, Manager, Comprehensive Plan and Environmental Planning Megan Doherty, Principal Planner

**THIS ITEM WILL BE DISTRIBUTED UNDER SEPARATE COVER.**