

THROUGH THESE DOORS WALK ONLY THE FINEST PEOPLE – THE CITIZENS OF ESCAMBIA COUNTY. DECISIONS ARE MADE IN THIS ROOM AFFECTING THE DAILY LIVES OF OUR PEOPLE. DIGNIFIED CONDUCT IS APPRECIATED.

CHAMBER RULES

1. IF YOU WISH TO SPEAK, YOU WILL BE HEARD.
2. YOU MUST SIGN UP TO SPEAK. SIGN-UP SHEETS ARE AVAILABLE AT THE BACK OF THE ROOM.
3. YOU ARE REQUESTED TO KEEP YOUR REMARKS BRIEF AND FACTUAL.
4. BOTH SIDES ON AN ISSUE WILL BE GRANTED UNIFORM/MAXIMUM TIME TO SPEAK.
5. DURING QUASI-JUDICIAL HEARINGS (I.E., REZONINGS), CONDUCT IS VERY FORMAL AND REGULATED BY SUPREME COURT DECISIONS.
6. SEE ORDERLY CONDUCT OF MEETINGS. POLICY.

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA

Board of County Commissioners

Regular Meeting – August 23, 2012 – 5:30 p.m.

Governmental Complex – First Floor

1. Call to Order.

Please turn your cell phone to the vibrate, silence, or off setting.

The Board of County Commissioners allows any person to speak regarding an item on the Agenda. The speaker is limited to three (3) minutes to allow sufficient time for all speakers. Speakers shall refrain from abusive or profane remarks, disruptive outbursts, protests, or other conduct which interferes with the orderly conduct of the meeting. Upon completion of the Public comment period, discussion is limited to Board members and questions raised by the Board.

2. Invocation – Commissioner Young.
3. Pledge of Allegiance to the Flag.
4. Are there any items to be added to the agenda?

Recommendation : That the Board adopt the agenda as prepared (**or duly amended**).

5. Commissioners' Forum.

6. Proclamations.

Recommendation: That the Board take the following action concerning the adoption/ratification of the following three Proclamations:

- A. Adopt the Proclamation proclaiming the last Saturday in October as "Wonderful Wacky Women Day" and wishing the Perdido Key Chapter of "Wonderful Wacky Women" continued success as they serve the community and raise awareness concerning ovarian cancer - because lives depend on it;
- B. Adopt the Proclamation extending appreciation to the Pensacola Civitan Club for their dedication and assistance to the developmentally and physically challenged citizens of Escambia County, Florida, and congratulating the Pensacola Civitan Club on the milestone of the 300th wheelchair ramp built; and
- C. Ratify the Proclamation dated August 8, 2012, extending appreciation to the Wedgewood Community Center Group, Inc., and the Wedgewood Homeowners' Association for their commitment to provide and coordinate various community programs at the Marie K. Young Wedgewood Community Center and Park.

7. Retirement Proclamations.

Recommendation: That the Board adopt the following two Retirement Proclamations:

- A. The Proclamation commending and congratulating Harry T. Gibson, Building Code Inspector, Development Services Department, on his retirement after 15 years of service; and
- B. The Proclamation commending and congratulating Lorene P. Robinson, Senior Office Support Assistant, Development Services Department, on her retirement after 6 years of service.

8. Written Communication:

June 28, 2012 – Email communication from Therell Roberts requesting that the Board provide relief of the fines relative to a Code Enforcement Lien against property located at 2720 Wilde Lake Boulevard.

Recommendation: That the Board review and consider lien relief request made by Therell Roberts against property located at 2720 Wilde Lake Blvd.

On June 18, 2009, the Board amended the “Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens” Policy, Section III, H 2. Staff was instructed to review all request for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board’s policy.

After reviewing the request for forgiveness of Liens, staff made the determination that the request does fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board’s Policy, “Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens” Policy, Section III, H2.

A letter of denial was sent by County Administrator Randy Oliver to Therell Roberts. Mr. Roberts is still requesting to appear before the Board at the August 23, 2012, Board of County Commissioners Meeting.

NOTE: This property has an open Special Magistrate Order against it with a daily fine of \$10.00 per day per violation.

9. Did the Clerk’s Office receive the proofs of publication for the Public Hearing(s) on the agenda and the Board’s Weekly Meeting Schedule?

Recommendation: That the Board waive the reading of the legal advertisement(s) and accept, for filing with the Board’s Minutes, the certified affidavit(s) establishing proof of publication for the Public Hearing(s) on the agenda, and the Board of County Commissioners – Escambia County, Florida, Meeting Schedule.

10. 5:31 p.m. **second** Public Hearing for consideration of adopting an Ordinance amending LDC Articles 2, 3, and 6, Community Redevelopment Agency and Overlay Districts.

Recommendation: That the Board adopt an Ordinance to the Land Development Code (LDC), amending Article 2, "Administration," to include language defining the purpose of the Community Redevelopment Agency, and to include general standards for the Community Redevelopment District; amending Article 3, "Definitions," to add a definition for "overlay district;" and amending Article 6, "Zoning Districts," to delete the RA-1(OL) Barrancas Redevelopment Overlay District, the C-3(OL) Warrington Commercial Overlay District, and the C-4(OL) Brownsville-Mobile Highway and "T" Street commercial overlay district; and create the Warrington, Barrancas, Brownsville, Englewood, and Palafox Overlay Districts for sound economic development and efficient growth management of the Community Redevelopment Districts, and amend the Scenic Highway Overlay District by simply relocating it within the Ordinance for clarity purposes.

11. 5:32 p.m. Public Hearing for consideration of adopting an Ordinance to amend the Tax Increment in the Englewood, Warrington, Brownsville, Barrancas, and Palafox Community Redevelopment Areas.

Recommendation: That the Board adopt an Ordinance amending the tax increment in the Englewood, Warrington, Brownsville, Barrancas, and Palafox Community Redevelopment Areas, allowing the Board to set the increment by resolution.

12. Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W), at the C/W Workshop held August 13, 2012, recommends that the Board take the following action:

A. Approve allocating the 4th Cent TDT, in the total amount of \$1,551,099, as follows, which represents the funding levels for Fiscal Year 2011-2012, plus \$40,000 for the Frank Brown Songwriters' Festival and \$100,000 for Skills USA, and allocates the remaining \$1,099 to ACE (*C/W Item 3*):

African-American Heritage Society	\$ 25,000
Arts, Culture & Entertainment (ACE)	\$266,099
Frank Brown Songwriters' Festival	\$ 40,000
Historic Preservation Board	\$ 70,000
Naval Aviation Museum	\$100,000
Pensacola Chamber/VIC	\$600,000
Pensacola Chamber/VIC (From 4th Cent Reserves)	\$250,000
Sertoma 4th of July	\$ 75,000
Skills USA	\$100,000
St. Michael's Cemetery	\$ 25,000

B. Approve withdrawing the appeal, relative to discussion concerning the County's Noise Ordinance (*at the July 26, 2012, Regular Board Meeting, the Board approved the request that the State Attorney's Office pursue an appeal of the Order Granting Motion to Dismiss, issued by the Honorable Thomas E. Johnson, County Judge, on July 12, 2012, regarding State of Florida vs. Kyle Aron Skipper*) (*C/W Item 4*); and

C. Approve the following staff recommendation, and authorize staff to provide a final proposal at a future Meeting, relative to discussion concerning allowing chickens and other animals in residential areas (*C/W Item 5*):

- ◆ Monitor the City's program for 6-12 months
- ◆ Analyze the results
- ◆ Develop a small animals Ordinance
- ◆ Identify a funding source for implementation
- ◆ Adopt (*an*) Ordinance once supporting infrastructure is in place

13. Reports:

CLERK & COMPTROLLER'S REPORT

Backup Not Included With The Clerk's Report Is Available For Review In
The Office Of The Clerk To The Board
Escambia County Governmental Complex, Suite 130

I. Consent Agenda

1. Recommendation Concerning Acceptance of Reports Prepared by the Clerk of the Circuit Court & Comptroller's Finance Department

That the Board accept, for filing with the Board's Minutes, the following seven reports prepared by the Clerk of the Circuit Court & Comptroller's Finance Department:

A. Payroll Expenditures for Pay Date August 17, 2012, in the amount of \$2,085,585.72;

B. The following two Disbursement of Funds:

(1) August 2, 2012, to August 8, 2012, in the amount of \$4,388,330.19; and

(2) August 9, 2012, to August 15, 2012, in the amount of \$2,276,524.19;

C. The Investment Report for the month ended July 31, 2012; and

D. Budget Comparison Reports for ten (10) months, or 83.33%, of Fiscal Year 2012, as follows:

(1) Summarized, by fund, Budget to Actual Comparison as of July 31, 2012;

(2) Actual Revenue and Expenditure Comparison to the prior Fiscal Year as of July 31, 2012; and

(3) General Fund, graph of two-year comparison of actual revenue vs. actual expenditures as of July 31, 2012.

2. Recommendation Concerning Acceptance of Documents Provided to the Clerk to the Board's Office

That the Board accept, for filing with the Board's Minutes, the following documents provided to the Clerk to the Board's Office:

A. The original Grant Agreement for Emergency Solutions Grant per the Substantial Amendment to the 2010-2014 Escambia Consortium Consolidated Plan and 2011 Annual Plan, executed by the County Administrator on August 9, 2012, based on the Board's August 4, 2011, authorization for the County Administrator to execute all documents related to the Consortium 2010-2014 Consolidated Plan and the 2011 Annual Action Plan, as received in the Clerk to the Board's Office on August 10, 2012;

B. The Proposed Operating Budget and Proposed Capital Improvements Program Budget for Fiscal Year 2013 for the Emerald Coast Utilities Authority (ECUA), as submitted by Debra Buckley, Director of Finance, ECUA, and received in the Clerk to the Board's Office on August 14, 2012; and

C. *Report No. 2013-006 August 2012 Northwest Florida Water Management District Operational Audit*, as prepared by David W. Martin, CPA, State of Florida Auditor General, and received in the Clerk to the Board's Office on August 16, 2012.

3. Recommendation Concerning Minutes and Reports Prepared by the Clerk to the Board's Office

That the Board take the following action concerning Minutes and Reports as prepared by the Clerk to the Board's Office:

A. Approve the Minutes of the Regular Board Meeting held August 9, 2012;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held August 9, 2012; and

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole (C/W) Workshop held August 13, 2012.

GROWTH MANAGEMENT REPORT

I. Public Hearings

1. Recommendation Concerning the Review of the Rezoning Case heard by the Planning Board on August 13, 2012

That the Board take the following action concerning the rezoning case heard by the Planning Board on August 13, 2012:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2012-12 or remand the case back to the Planning Board; and
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that were reviewed.

1. Case No.:	Z-2012-12
Location:	Hanks Rd
Property Reference No.:	14-5N-32-2301-000-000
Property Size:	7.01(+/-) acres
From:	P, Public District
To:	VAG-1, Village Agriculture District
FLU Category:	REC, Recreational
Commissioner District:	5
Requested by:	Kale and Donna Schneider, Owner
Planning Board Recommendation:	Approval
Speakers:	

2. 5:45 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on August 13, 2012 approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. 5:46 p.m. - Recommendation Concerning the Review of Vested Rights Determination VRD 2012-01.

That the Board of County Commissioners (BCC) review and approve the following Vested Rights case:

Case No.:	VRD-2012-01
Project Address:	300 HWY 95-A S
Property Reference No.:	14-1N-31-1004-001-004
Zoning District:	GBD, Gateway Business District
FLU Category:	MU-S, Mixed-Use Suburban
Vested Rights for:	Land Use
Applicant:	Lee Brantley

On August 2, 2012, the Vested Rights Committee reviewed and recommended approval of Vested Rights case VRD 2012-1 to the Board of County Commissioners.

4. 5:47 p.m. - Recommendation Concerning the Review of Comprehensive Plan Small Scale Amendment (SSA) 2012-02

That the Board of County Commissioners (BCC) review and adopt Comprehensive Plan Small Scale Amendment (SSA) 2012-02, amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive plan, as amended; amending the Future Land Use Map designation.

At the August 13, 2012 Planning Board meeting, the Board recommended approval of the SSA 2012-02.

5. 5:48 p.m. - Recommendation Concerning the Review of Comprehensive Plan Amendment (CPA) 2012-02.

That the Board of County Commissioners (BCC) review and approve for transmittal to the Department Of Economic Opportunity, the Comprehensive Plan Amendment (CPA) 2012-02, amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive plan, as amended; amending the Future Land Use Map designation.

At the August 13, 2012 Planning Board meeting, the Board recommended approval of the CPA 2012-02.

II. Action Item

1. Recommendation Concerning the Appointment of an At-large Board of Adjustment Member

That the Board approve appointing one of the following nominees to the Escambia County Board of Adjustment at-large position, effective August 24, 2012 through April 5, 2014, to fill the unexpired term of CDR John N. Lund, USN (Ret.):

- A. James Joseph Faxlanger; or
- B. Bill Stromquist

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning a Resolution Supporting Intracoastal Waterway Dredging by the Army Corps of Engineers and the Desire to Act as a Local Sponsor to Develop an Additional Long-Term Disposal Site - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning a Resolution supporting Intracoastal Waterway maintenance dredging activities by the U.S. Army Corps of Engineers:

A. Adopt a Resolution supporting maintenance activities of the Intracoastal Waterway by the U.S. Army Corps of Engineers and the desire to act as a local sponsor to develop an additional long-term disposal site; and

B. Authorize the Chairman to sign the Resolution.

2. Recommendation Concerning CRA Meeting Minutes July 26, 2012 - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the July 26, 2012, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Carolyn Barbour, Senior Office Support Assistant, CRA.

3. Recommendation Concerning the Extension of the 2012 Ad Valorem Property Tax Roll - Amy Lovoy, Management and Budget Services Department Director

That the Board approve extending the 2012 Ad Valorem Property Tax Roll prior to completion of the Value Adjustment Board Hearings, to afford the taxpayers of Escambia County the opportunity to pay their property taxes during each of the four discount periods, as allowed by Florida Statute 197.323.

4. Recommendation Concerning Surplus and Disposal of Certain County Assets - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the request for disposition for the assets listed on the spreadsheet. The battery support systems will be traded in for newer models, and the printer will be sold at auction.

5. Recommendation Concerning a Request for a Public Hearing to Adopt an Ordinance Amending the Caps on the Electric and Natural Gas Franchise Fees - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the scheduling of a Public Hearing at 5:31 p.m., on September 17, 2012, to consider adopting an Ordinance amending the caps on the Electric and Natural Gas Franchise Fees.

6. Recommendation Concerning the Request for Disposition of Property for the Escambia County Health Department - John J. Lanza, MD, PhD, MPH, FAAP, CHD Director

That the Board approve two Request for Disposition of Surplus Property Forms for the Escambia County Health Department for property to be auctioned as surplus or properly disposed of, all of which is described and listed on the Disposition Forms.

7. Recommendation Concerning the Request for Disposition of Property for the Clerk and Comptroller's Office - Cynthia Rhodes, Administrator for the Clerk and Comptroller's Office

That the Board approve the Request for Disposition of Property Form from the Clerk and Comptrollers Office, for property which is described and listed on the Request Form, with reason for disposition stated. The Bell & Howell ABR 415 Automaster Jacket Loader is broken and is to be junked through the Escambia County Recycling Program.

8. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for an Outdoor Grand Opening Event - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the time to 11:00 p.m., for the outdoor grand opening event being held at Louie's Tavern, 271 Molino Road, Molino, Florida, on Saturday, August 25, 2012, from 7:00 p.m. to 11:00 p.m.

9. Recommendation Concerning the Florida Forest Service Annual Report - Charles R. "Randy" Oliver, County Administrator

That the Board accept, for filing with the Board's Minutes, the Florida Forest Service Annual Report to the Escambia County Board of Commissioners for Fiscal Year 2011-2012, submitted by Adam Parden, Forest Area Supervisor, Division of Forestry.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #221 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #221, General Fund (001) in the amount of \$31,052, to recognize miscellaneous fees, insurance, and off-duty officer reimbursements, and to appropriate these funds back into the Escambia County Sheriff's Budget.

2. Recommendation Concerning Supplemental Budget Amendment #222 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #222, Other Grants and Projects Fund (110) in the amount of \$52,236, to recognize proceeds from the State of Florida Fish and Wildlife Conservation Commission, and to appropriate these funds to be used for reef monitoring.

3. Recommendation Concerning Budget Amendment #225 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #225, Court Administration/Technology, Article-V Fund (115) in the amount of \$8,500, to cover increased personnel costs associated with an employee's separation from employment and leave payout.

4. Recommendation Concerning Reduction of Minimum Sales Price of Real Property Located at 2006 Woodbury Drive, Due to the Property Appraiser's Re-assessed Value - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the reduction of the minimum bid required for the sale of real property located at 2006 Woodbury Drive, due to the Property Appraiser's re-assessed value:

A. Authorize the sale of real property, Account Number 11-3326-597, Reference Number 14-1N-31-1002-028-005, to the bidder with the highest offer received at or above the re-assessed minimum bid of \$27,258, in accordance with Section 46.134 of the Escambia County, Florida, Code of Ordinances, without further action of the Board; and

B. Authorize the Chairman to sign all documents related to the sale.

5. Recommendation Concerning Purchase of Alamo Traxx RF All-Terrain Vehicle - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off the National Joint Powers Alliance Contract #031711-AGI for vehicles and equipment, in accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications, Exemptions; and Section 46-64, Board approval, and award a Purchase Order for one Alamo Traxx All-Terrain Vehicle, PD 11-12.052, to Beard Equipment Company, in the amount of \$76,147.60.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401]

6. Recommendation Concerning Contract Extension for Elevator Maintenance Services for Various Facilities - Amy Lovoy, Management and Budget Services Department Director

That the Board award a 12-month Extension Contract for Elevator Maintenance/Services for Various Facilities, Escambia County, Florida, PD 07-08.131, to Bagby Elevator Co., Inc., in accordance with the terms and conditions of the Contract for an estimated annual amount of \$79,000.

[Funding: Fund 001, General Fund, Cost Center 310203, Object Code 54601]

7. Recommendation Concerning a Change Order to Atkins North America, Inc. (formerly PBS&J), on Contract PD 09-10.010, "Consulting Engineering Services for Greenbrier Boulevard Extension (Guidy/Greenbrier Intersection Improvement)" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order:

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$678,022.67
Vendor:	Atkins North America, Inc. (formerly PBS&J)
Project Name:	Greenbrier Boulevard
Contract:	Contract PD 09-10.010, "Consulting Engineering Services for Greenbrier Boulevard Extension (Guidy/Greenbrier Intersection Improvement)"
PO No.:	101041
CO No.:	5
Original Award Amount:	\$ 517,639.00
Cumulative Amount of Change Orders through this CO:	\$ 678,022.67
New Contract Total:	\$1,195,661.67

Meeting in regular session on February 18, 2010, the Board approved awarding a Task Order Contract, PD 09-10.010, "Consulting Engineering Services for Greenbrier Boulevard Extension (Guidy/Greenbrier Intersection Improvement)", per terms and conditions of Contract PD 02-03.79, Professional Services, as Governed by Florida Statute 287.055 to Atkins North America, Inc. (formerly PBS&J), for a lump sum amount of \$517,639.

This Change Order is to design and prepare construction documents for the Greenbrier Boulevard Roadway Improvements from Chemstrand Road east to Thompson Branch Bridge, as well as roadway improvements to Guidy Lane from Candlestick Drive to Greenbrier Boulevard. This project is broken into four phases to separate key elements of design as follows:

Phase II-A: Adds a new signal and turn lane improvements at the intersection of Greenbrier Boulevard and Guidy Lane - \$152,952.12.

Phase II-B: Includes roadway and drainage improvements along Greenbrier Boulevard east to Thompson Bridge - \$179,573.09.

Phase II-C: Includes roadway and drainage improvements to Guidy Lane from Candlestick to Greenbrier Boulevard and a new bridge at unnamed branch - \$259,324.37.

Phase II-D: Includes roadway and drainage improvements from Chemstrand Road to approximately 500 feet west of Guidy Lane up to a 60% phase in order to identify right-of-way requirements - \$86,173.09.

Change Order #1 was an additive Change Order to add Wetland Jurisdiction and Coordination with UWF Environmental Sciences. Change Order #2 cancelled Change Order #1 (services not applicable). Change Order #3 and Change Order #4 added time to the Contract.

Under Optional Services in the original Scope of Services it states that the Consultant may be requested to provide Phase II final design and plans preparation services. The fee for these services shall be negotiated based on the approved design recommendations from the Phase I study.

[Funding Source: Fund 352, "Local Option Sales Tax III", Cost Center 210104, Object Code 56301, Project #09EN0315, "UWF Campus Agreement"]

8. Recommendation Concerning the Public Transportation Joint Participation Agreement for Fiscal Year 2012/2013 Funding for a Service Development Grant for Escambia County Area Transit Marketing – Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation, Public Transportation Joint Participation Agreement (JPA), Financial Project Number 43099518401, providing Fiscal Year 2012/2013 Service Development Grant Funding to Escambia County Area Transit (ECAT):

A. Approve the Public Transportation JPA, Financial Project Number 43099518401, providing for Florida Department of Transportation (FDOT) participation, in the amount of \$125,000, for Fiscal Year 2012/2013 funding, to ECAT for Marketing;

B. Adopt the Resolution authorizing the acceptance and application of these funds; and

C. Authorize the Chairman to execute the Resolution, the Public Transportation JPA, and all other required documents pertaining to this JPA, including notifications of funding, without further action of the Board.

The JPA will provide funding for ECAT in Fiscal Year 2012/2013 for Marketing to include interactive website, trip planning software, and videos for transit training associated with ECAT. Funds are allocated to mass transit systems by FDOT from State Transportation Service Development Funds and must be accepted by the receiving agency.

[Funds are budgeted in Fund 104, "Mass Transit"]

9. Recommendation Concerning the Public Transportation Supplemental Joint Participation Agreement Number 2, Providing Fiscal Year 2012-2013 Davis Highway Urban Corridor Project Funding to Escambia County Area Transit – Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation, Public Transportation Supplemental Joint Participation Agreement (JPA) Number 2, Financial Project Number 422260184, providing Fiscal Year 2012-2013 Davis Highway Urban Corridor Project Funding to Escambia County Area Transit (ECAT):

A. Approve the Supplemental JPA Number 2, Financial Project Number 422260184, providing for Florida Department of Transportation (FDOT) participation, in the amount of \$525,000, for Fiscal Year 2012/2013 funding, to ECAT for the Davis Highway Urban Corridor Project;

B. Adopt the Resolution authorizing the acceptance and application of these funds; and

C. Authorize the Chairman to execute the Resolution, Public Transportation Supplemental JPA, and all other required documents pertaining to this JPA, including notifications of funding, without further action of the Board.

With the Davis Highway north/south corridor considered one of the most traffic-congested areas in the Pensacola area, the Florida Department of Transportation has agreed to continue funding the urban area corridor project to increase mass transit service in an effort to alleviate the current traffic congestion. The JPA will provide mass transit operations funding for ECAT in Fiscal Year 2012/2013. Funds are allocated to mass transit systems by FDOT annually and must be accepted by the receiving agency.

[Funds are budgeted in Fund 104, "Mass Transit".]

10. Recommendation Concerning the Acquisition of Property for a Public Boat Ramp Facility on Lillian Highway – Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of real property for Public Boat Ramp Facilities on Lillian Highway:

Authorize staff to make an offer to RL REGI Florida, LLC, to purchase three contiguous parcels of real property (totaling approximately 40.03 acres) located at 10836 Lillian Highway for the appraised amount of \$1,235,000, which is the highest of two appraisals and subject to completion of the due diligence process.

RL REGI, Florida, LLC, owns three contiguous parcels of property totaling approximately 40.03 acres located at 10836 Lillian Highway, with frontage on Perdido Bay. The owners listed the property for sale for \$1,900,000. Staff had an appraisal performed by G. Daniel Green, dated February 29, 2012, which placed a value of \$910,000. Pursuant to Board policy, when property is valued at more than \$250,000, staff must acquire two appraisals. Staff had another appraisal performed by Brantley & Associates dated, May 1, 2012, which placed a value of \$1,235,000 for the approximately 40.03 acres of property. The average of the two appraisals is \$1,072,500. The owners were not amenable to accepting the average price of the two appraisals and countered with an offer of \$1,235,000, which is the value placed on the property according to the Brantley appraisal. The owners indicated that they were firm on this price and were not amenable to accepting less.

The acquisition of this property is funded by the Florida Boating Improvement Program and Local Option Sales Tax (LOST). Improvements currently in the planning stage for the Public Boat Ramp Facilities on Lillian Highway (RL REGI Florida, LLC, property) are being funded by National Resource Damage Assessment (NRDA). **NO FUNDING IS AVAILABLE AT THIS TIME TO MAKE ANY IMPROVEMENTS TO THIS PARCEL. ANY FUNDING FOR SUCH IMPROVEMENTS WILL NEED TO BE THROUGH GRANTS OR INCLUDED IN THE NEXT ROUND OF LOST IN 2017.**

[Funding Source: Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Project 08NE0018, Boat Ramps]

11. Recommendation Concerning Reimbursement to the Town of Century for the 25% Local Match of the Hazard Mitigation Grant Program - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Hazard Mitigation Grant Program:

A. Approve the reallocation of funds, in the amount of \$250,000, from Fiscal Year 2011-2012 Capital Improvement Program from Fairgrounds Road Dirt Road Paving Project - \$210,000 (District 5) and Brickyard Road Dirt Road Paving Project - \$40,000 (District 5), to the Town of Century Project (District 5); and

B. Approve reimbursement to the Town of Century for the 25% local match of the Hazard Mitigation Grant Program (HMGP) for \$250,000, with the remainder of the project costs, \$24,334, to be made up through in-kind services, such as materials and labor, for a total project cost of \$274,334. As stated in the letter dated September 7, 2011, from the County Engineer, this program is to alleviate a flooding problem along U.S. Highway 29 at the north end of the Town of Century. This highway serves as an emergency evacuation route that could impact all of the citizens of Escambia County.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301]

12. Recommendation Concerning the 2011 State Homeland Security Grant Program, CFA 97.067, Subrecipient Agreement for Expenditure of Local Government Unit Funding for Florida - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the 2011 State Homeland Security Grant Program, CFA 97.067, Subrecipient Agreement for Expenditure of Local Government Unit Funding for Florida:

A. Approve the Agreement providing Escambia County Fire Rescue funding, in the amount of \$37,471, through Grant Number 12-DS-20-13-00-16-501, for sustainment of training for Urban Search and Rescue (USAR) & Hazmat - \$15,248 and Equipment Capability Retention of USAR and HazMat Equipment - \$22,223; and

B. Authorize the Chairman to sign the Agreement.

13. Recommendation Concerning the State-Funded Subgrant Agreement to Update the Hazardous Materials Facility Analysis Data - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the State-Funded Subgrant Agreement, Contract Number 13-CP-11-01-27-01-XXX:

A. Approve the State-Funded Subgrant Agreement between the State of Florida, Division of Emergency Management, and Escambia County, providing performance-based funding to the Escambia County Division of Emergency Management, in the amount of \$11,946, to update the Hazardous Materials Facility Analysis Data, for the period of July 1, 2012, through June 30, 2013; and

B. Authorize the Chairman or Vice-Chairman to execute this Subgrant Agreement and all related documents as required to implement this Subgrant.

[Funding: Fund 110, Other Grants and Projects, Cost Center 330323]

14. Recommendation Concerning Approval of the Annual Certified Budget for the Mosquito Control Division Fiscal Year 2012-2013 - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning annual Grant funding received from the Florida Department of Agriculture and Consumer Services for Mosquito Control:

A. Approve the Fiscal Year 2012-2013 Annual Certified Budget for the Mosquito Control Division, Community & Environment Department; and

B. Authorize the Chairman to sign the Annual Certified Budget.

[Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703, M&A State I Funds]

15. Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements for 106 New Warrington Road - Keith Wilkins, REP, Community and Environment Department Director

That the Board ratify the following August 23, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements for the property located at 106 New Warrington Road:

A. Approving the Commercial Facade, Landscape and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Pete Moore Chevrolet, Inc., owner of commercial property located at 106 New Warrington Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$7,800, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI), 2009 Community Development Block Grant (CDBG), Fund 129, Cost Center 220410, Object Code 58301, for landscaping and installation of an irrigation system; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

16. Recommendation Concerning Out-of-County Travel to the ILA Berlin Air Show in Berlin, Germany - Charles R. "Randy" Oliver, County Administrator

That the Board authorize out-of-County travel for Commissioner Gene M. Valentino, Vice Chairman, to attend the 2012 ILA Berlin Air Show in Berlin, Germany, on September 11, 2012, through September 16, 2012, including any County-related communication charges associated with his Verizon cell phone while in Berlin, Germany. The total cost of this trip will not exceed \$6,500.

[Funding: Fund 102, Economic Development, Cost Center 360704, Object Code 54001 (Travel)]

17. Recommendation Concerning the Purchase of Professional Services from Kronos, Inc. - David Musselwhite, Information Technology Department Director

That the Board authorize the purchase of professional services from Kronos, Inc., per the Statement of Work Control ID: nt530121205-R1, for the Upgrade of the Kronos Workforce Timekeeping and Human Resources Management System, in the amount of \$90,855.

[Funding: Fund 001, General Fund, Cost Center 270102]

18. Recommendation Concerning the Request for Authorization of Travel Expenses for Candidates for the Position of Human Resources Department Director - Charles R. "Randy" Oliver, County Administrator

That the Board authorize up to \$5,000 for travel expenses for the final four candidates to travel to Escambia County to be interviewed for the Human Resources Department Director position.

[Funding Source: Fund 001, General Fund, Cost Center 110201, Account 54001]

19. Recommendation Concerning Issuance of Individual or Blanket Purchase Orders, Per PD 10-11.065, General Paving and Drainage Pricing Agreement - Keith Wilkins, REP, Community & Environment Department Director

That the Board authorize the issuance of Individual or Blanket Purchase Orders, per PD 10-11.065, General Paving and Drainage Pricing Agreement, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Purchases and Contracts, to the following contractors in Fiscal Year 2011-2012, not to exceed \$1,500,000 in total:

Panhandle Grading & Paving, Inc.
APAC Mid-South, Inc.
Utility Service Co., Inc.
Gulf Atlantic Constructors, Inc.
Heaton Brothers Construction Co., Inc.
Starfish, Inc., of Alabama
Roads, Inc., of NWF

[Funding: Fund 151, Community Redevelopment Agency, Cost Centers 220515, 220516, 220517, 220519, and 220520]

20. Recommendation Concerning Supplemental Budget Amendment #228 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #228, Misdemeanor Probation Fund (114) in the amount of \$356,825, to recognize insurance proceeds due to the damages related to the June 2012 flood event at the Corrections County Office Building (COB), and to appropriate these funds for equipment replacement and various operating expenditures.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Approval of a Workers' Compensation Settlement to Former Employee Sonny Aplin

That the Board approve a Workers' Compensation settlement for Sonny Aplin, in the amount of \$25,000, including attorney's fees and costs. In return for the settlement amount, Mr. Aplin will execute a general release of liability and waiver of future employment.

14. Items added to the agenda.
15. Announcements.
16. Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3076

Proclamations 6.

BCC Regular Meeting

Meeting Date: 08/23/2012

Issue: Adoption/Ratification of Proclamations

From: Charles R. (Randy) Oliver, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board take the following action concerning the adoption/ratification of the following three Proclamations:

A. Adopt the Proclamation proclaiming the last Saturday in October as "Wonderful Wacky Women Day" and wishing the Perdido Key Chapter of "Wonderful Wacky Women" continued success as they serve the community and raise awareness concerning ovarian cancer - because lives depend on it;

B. Adopt the Proclamation extending appreciation to the Pensacola Civitan Club for their dedication and assistance to the developmentally and physically challenged citizens of Escambia County, Florida, and congratulating the Pensacola Civitan Club on the milestone of the 300th wheelchair ramp built; and

C. Ratify the Proclamation dated August 8, 2012, extending appreciation to the Wedgewood Community Center Group, Inc., and the Wedgewood Homeowners' Association for their commitment to provide and coordinate various community programs at the Marie K. Young Wedgewood Community Center and Park.

BACKGROUND:

Various departments, outside agencies, special interest groups, civic and religious organizations in recognition of specific events, occasions, people, etc., request Proclamations.

Information provided on the Proclamation is furnished by the requesting party and placed in the proper acceptable format for BCC approval by the County Administration staff. Board approval is required by Board Policy Section I, A (6).

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Proclamations

PROCLAMATION

WHEREAS, the inspiration for the name of the non-profit organization, "Wonderful Wacky Women" came from a series of books, The Sacred Sisterhood of Wonderful Wacky Women, authored by Suzy Toronto; and

WHEREAS, each chapter in Ms. Toronto's book series is about ordinary women who have accomplished extraordinary things. She writes, "Who are these Wonderful Wacky Women? You know them. They are your friends, your sisters, your mothers and grandmothers"; and

WHEREAS, the first official Chapter of Suzy Toronto's "Wonderful Wacky Women" was formed in Perdido Key, Florida, in June 2009. The purpose and mission of this organization is to promote physical health, to raise awareness of women's health issues, and to raise charitable funds to help local, regional, and national charities; and

WHEREAS, September is "National Ovarian Cancer Month". "Wonderful Wacky Women's" goal is to inform women living on the Gulf Coast about the early signs and symptoms of ovarian cancer; and

WHEREAS, "Wonderful Wacky Women's" annual "Making a Difference Event" will be held on the last Saturday in October. The home port for this event is the world-famous Flora Bama. The event is a four-mile run, four-mile walk, or a one-mile fun walk, to benefit ovarian cancer research, awareness, and education.

NOW, THEREFORE, the Board of County Commissioners of Escambia County, Florida, hereby proclaims the last Saturday in October as

"WONDERFUL WACKY WOMEN DAY"

in Escambia County and wishes the Perdido Key Chapter of "Wonderful Wacky Women" continued success as they serve the community and raise awareness concerning ovarian cancer – because lives depend on it.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

*Wilson B. Robertson, Chairman
District One*

*Gene M. Valentino, Vice Chairman
District Two*

Marie Young, District Three

Grover C. Robinson, IV, District Four

Kevin W. White, District Five

**ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court**

Deputy Clerk

Adopted: August 23, 2012

PROCLAMATION

WHEREAS, on March 22, 1940, the Pensacola Civitan Club, a non-profit service organization, was established. Their original mission of promoting good citizenship has been expanded so that their focus includes serving those with developmental disabilities; and

WHEREAS, the Pensacola Civitan Club annually recognizes and awards a gift card to a high school student from local high schools who has demonstrated good citizenship qualities in school and in the community. The Club also awards a \$1,000 college scholarship to one local high school senior who has college potential and has contributed significantly to his or her school, church, and community; and

WHEREAS, each April, the Pensacola Civitan Club hosts a picnic on Seville Square for several hundred caretaker citizens who assist those with disabilities; and

WHEREAS, at least once a year members of the Pensacola Civitan Club visit an area home for the severely disabled to distribute a collection of personal hygiene items, crafts, and hobby items that have been generously donated by their members; and

WHEREAS, one of their best known projects to assist the disabled citizens of Escambia County is the Pensacola Civitan Club's "Wheelchair Ramp Project"; and

WHEREAS, the first wheelchair ramp the Pensacola Civitan Club built was in 1995, and on September 8, 2012, the Club will celebrate the completion of their 300th wheelchair ramp. Each ramp costs on average \$300; approximately \$90,000 has been spent since 1995; and

WHEREAS, these funds are derived from members' dues, Club fundraisers, the generosity of State and County service organizations, large non-profit organizations, some large businesses, Sunday School classes, and families and friends of those for whom the Club has built wheelchair ramps.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, on behalf of the citizens of Escambia County, wishes to extend its appreciation to the Pensacola Civitan Club for their dedication and assistance to the developmentally and physically challenged citizens of Escambia County, Florida, and congratulates the Pensacola Civitan Club on the milestone of the 300th wheelchair ramp built.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson, Chairman
District One

Gene M. Valentino, Vice Chairman
District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

Kevin W. White, District Five

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

Adopted: August 23, 2012

PROCLAMATION

WHEREAS, today, August 10, 2012, the Board of County Commissioners of Escambia County, Florida, celebrates the Grand Opening of the Marie K. Young Wedgewood Community Center and Park; and

WHEREAS, the Wedgewood Homeowners' Association, a non-profit entity, was organized for the purpose of providing safety and community awareness programs that led to the organizing of the Wedgewood Community Group, Inc., for the purpose of providing social and character development through numerous activities for the citizens of Escambia County; and

WHEREAS, the Marie K. Young Wedgewood Community Center and Park shall provide a safe, accessible, and affordable location for Escambia County residents to recreate and participate in various activities and programs; and

WHEREAS, the Wedgewood Community Center Group, Inc., has committed to manage and administer physical, mental, social, and educational programs on behalf of the residents of Escambia County at the Marie K. Young Wedgewood Community Center and Park; and

WHEREAS, community and recreational activities are vitally important in establishing and maintaining a high quality of life in our communities, ensuring the health of citizens, assisting in developing and promoting a healthy population, and contributing to the well-being of the community.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, extends its appreciation to the Wedgewood Community Center Group, Inc., and the Wedgewood Homeowners' Association for their commitment to provide and coordinate various community programs at the Marie K. Young Wedgewood Community Center and Park.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**



Wilson B. Robertson, Chairman
District One

Gene M. Valentino, Vice Chairman
District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

Kevin W. White, District Five



**Ernie Lee Magaha
Clerk of the Circuit Court**


Doris Harris
Deputy Clerk

August 8, 2012



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3068

Proclamations 7.

BCC Regular Meeting

Meeting Date: 08/23/2012

Issue: Adoption of Retirement Proclamations

From: Ron O. Sorrells

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Retirement Proclamations.

Recommendation: That the Board adopt the following two Retirement Proclamations:

- A. The Proclamation commending and congratulating Harry T. Gibson, Building Code Inspector, Development Services Department, on his retirement after 15 years of service; and
- B. The Proclamation commending and congratulating Lorene P. Robinson, Senior Office Support Assistant, Development Services Department, on her retirement after 6 years of service.

BACKGROUND:

Various departments, outside agencies, special interest groups, civic and religious organizations in recognition of specific events, occasions, people, etc., request proclamations.

Information provided on the proclamation is furnished by the requesting party and placed in the proper acceptable format for BCC approval by the County Administration staff. Board approval is required by Board Policy Section I, A(6).

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Retirement Proclamations 082312

PROCLAMATION

WHEREAS, Harry T. Gibson worked as a County employee very faithfully for 15 years, retiring as a Building Code Inspector with the Development Services Department, Building Inspections Division.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Harry T. Gibson on his retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Harry T. Gibson for 15 years of faithful and dedicated service as a County employee.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Wilson B. Robertson, Chairman, District One

Gene M. Valentino, Vice Chairman, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

Kevin W. White, District Five

**ATTEST: ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

Adopted: August 23, 2012

PROCLAMATION

WHEREAS, Lorene P. Robinson worked as a County employee very faithfully for 6 years, retiring as a Senior Office Support Assistant with the Development Services Department, Building Inspections Division; making this her second retirement from the Escambia County Board of County Commissioners.

NOW, THEREFORE BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Lorene P. Robinson on her retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Lorene P. Robinson for 6 years of faithful and dedicated service as a County employee.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Wilson B. Robertson, Chairman, District One

Gene M. Valentino, Vice Chairman, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

Kevin W. White, District Five

**ATTEST: ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

Adopted: August 23, 2012



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3036

Written Communication 8.

BCC Regular Meeting

Meeting Date: 08/23/2012

Issue: Environmental (Code) Enforcement Lien Relief – 2720 Wilde Lake Blvd.

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

June 28, 2012 – Email communication from Therell Roberts requesting that the Board provide relief of the fines relative to a Code Enforcement Lien against property located at 2720 Wilde Lake Boulevard.

Recommendation: That the Board review and consider lien relief request made by Therell Roberts against property located at 2720 Wilde Lake Blvd.

On June 18, 2009, the Board amended the “Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens” Policy, Section III, H 2. Staff was instructed to review all request for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board’s policy.

After reviewing the request for forgiveness of Liens, staff made the determination that the request does fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board’s Policy, “Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens” Policy, Section III, H2.

A letter of denial was sent by County Administrator Randy Oliver to Therell Roberts. Mr. Roberts is still requesting to appear before the Board at the August 23, 2012, Board of County Commissioners Meeting.

NOTE: This property has an open Special Magistrate Order against it with a daily fine of \$10.00 per day per violation.

BACKGROUND:

August 30, 2011 Our office received complaint for overgrowth, trash and debris and deteriorated structure. Officer investigated complaint and posted property with notice of violation.

Reinspection conducted on September 13, 2011. Officer did not observe any improvements. Notice of violation mailed both regular and certified mail to owner and mortgage company.

Title search ordered.

Certified notice of violation mailed to the owner return marked "Unclaimed" for owner. Mortgage company received their notice.

October 13, 2011 A reinspection was conducted. Violations remained. Photos taken.

December 2, 2011 Another reinspection was conducted and violations remain. Photos taken. Officer requested special magistrate hearing.

Notice of Hearing sent both regular and certified mail to all parties. Notice sent to owner returned mark "Unclaimed". Mortgage company received their hearing notice. Copy of hearing posted on property and photos taken.

Hearing held. \$1,100 court cost awarded to Escambia County, \$10.00 per violation per day fine with a deadline of 01/18/12. Daily fines total at \$120.00 per day.

Copy of Order mailed to owner and mortgage company both regular and certified mail. Owner's order returned marked "Unclaimed". Bank received their copy.

January 19, 2012 A reinspection conducted and violations remained. Affidavit of Non-compliance files by officer.

Letter of Non-Compliance sent to all parties. Owner's notice returned marked "Unclaimed".

BUDGETARY IMPACT:

Lien amount Cost

Court Cost \$1,100.00

Fines (\$10.00 per day per violation) ?

TOTAL ?

LEGAL CONSIDERATIONS/SIGN-OFF:

If approved by the Board, the County Attorney's Office will prepare the release.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

2720 Wilde Lake Blvd.

Sandra F Slay

From: Susan W. Hendrix
Sent: Monday, August 06, 2012 11:22 AM
To: Sandra F Slay
Subject: FW: 2720 wildlake blvd - written communication request

Sam,

Mr. Roberts contacted me and wanted to amend his request (I think he originally asked for the hard costs to be forgiven and then realized that's not what he intended to ask for). Anyway, below is his amended request, with the corrected statement highlighted in yellow. Please use this for the backup for the agenda item.

Thanks,
Susan

From: Therell Roberts [mailto:therelld@yahoo.com]
Sent: Thursday, June 28, 2012 3:34 PM
To: Susan W. Hendrix
Subject: 2720 wildlake blvd - written communication request

6/28/2012

My name is Therell Roberts, I am requesting to be put on the 8/23/12 BCC agenda regarding forgiveness of liens at 2720 wilde lake blvd. The reason for asking i was under the thought the bank (Bank Of America) owns the property. The property was listed in forclosuer on 9/14/2010 and on 11/16/2011 changed the locks i have sent several letters to the company. I have all the papers showing the inspections done by the bank from 1/28/2010 to 1/05/2012 . I hope the county would see fit to allow me to pay the 1100.00 hard costs and forgive the additional fines.

Thank You;

Therell & Patricia Roberts
4539 Saufley Field rd
pensacola, Florida
32526
850*455-1717 Or
850-572-3765



Office of Environmental Enforcement



Escambia County Central Office Complex
3363 West Park Place
Pensacola, Florida 32505
Phone: 850.595-1820
Fax: 850.595-1840
Sandra Slay, Division Manager

Property Address: 2720 Wilde Lake Blvd.
Property Owner: Therell and Patricia ROberts
Original Complaint: Overgrowth, trash, debris, and deteriorated structure
EE Case #: CE 110804224

- 08/30/11** Received complaint for overgrowth, trash and debris and deteriorated structure. Officer investigated complaint and posted property with notice of violation.
- 09/13/11** Reinspection conducted. Officer did not observe any improvements. Notice of violation mailed both regular and certified mail to owner and mortgage company.
- 09/23/11** Title search ordered.
- 09/30/11** Certified notice of violation return marked "Unclaimed" for owner. Mortgage company received their notice.
- 10/13/11** Reinspection conducted. Violations remained. Photos taken.
- 12/02/11** Violations remain. Photos taken. Officer requested special magistrate hearing.
- 12/08/11** Notice of Hearing sent both regular and certified mail to all parties. Notice sent to owner returned mark "Unclaimed". Mortgage company received their hearing notice. Copy of hearing posted on property and photos taken.
- 01/03/12** Hearing held. \$1,100 court cost awarded to Escambia County, \$10.00 per violation per day fine with a deadline of 01/18/12. Daily fines total at \$120.00 per day.
- 01/03/12** Copy of Order mailed to owner and mortgage company both regular and certified mail. Owner's order returned marked "Unclaimed". Bank received their copy.
- 01/19/12** Reinspection conducted and violations remained. Affidavit of Non-compliance files by officer.
- 03/07/12** Letter of Non-Compliance sent to all parties. Owner's notice returned marked "Unclaimed".

This property has an open order and all violations remain on property at this time.

Lien amount	<u>Cost</u>
Court Cost	\$1,100.00
Fines (\$120.00 per day)	?
TOTAL	?

This amount does not include the Clerk's recording fees or interest.

Sandra F Slay

From: Stephen G. West
Sent: Friday, June 29, 2012 9:44 AM
To: Sandra F Slay
Cc: Brenda J. Spencer
Subject: RE: 2720 Wilde Lake Blvd

Sam:

This one can be denied based on the Board policy against granting relief to the owner/violator and also when there are outstanding code violations. I will prepare a letter for Randy's signature.

-----Original Message-----

From: Sandra F Slay
Sent: Friday, June 29, 2012 9:27 AM
To: Stephen G. West
Subject: FW: 2720 Wilde Lake Blvd

Please review this lien forgiveness request.

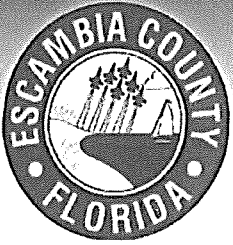
Thanks

-----Original Message-----

From: code_copier@myescambia.com [mailto:code_copier@myescambia.com]
Sent: Friday, June 29, 2012 9:15 AM
To: Sandra F Slay
Subject:

This E-mail was sent from "MPC5000" (Aficio MP C5000).

Scan Date: 06.29.2012 10:14:30 (-0400)
Queries to: code_copier@myescambia.com



Board of County Commissioners • Escambia County, Florida

Charles R. "Randy" Oliver
County Administrator

August 2, 2012

Therell & Patricia Roberts
4539 Saufley Field Road
Pensacola, FL 32526

Re: Your Request for Relief from a County Code Enforcement Lien Against Property
Located at 2720 Wilde Lake Boulevard; Case No. CE 110804224

Dear Mr. & Mrs. Roberts:

In accordance with Section III, H2., of the Escambia County Board of County Commissioners Policy Manual, I have reviewed your request for relief from the County code enforcement lien described in your email dated June 29, 2012. Regrettably, I must deny your request for relief for the following reason(s):

- In accordance with Section III, H2., A.1., relief is not available unless the code violation has been abated.
- In accordance with Section III, H2., A.2., relief is not available to the violator and/or owner named in the code enforcement lien.

If you have any questions or require any additional information, please contact Gordon Pike, Department Director, Corrections, or Sandra Slay, Division Manager, Code Enforcement, at 595-1820.

Sincerely,

A handwritten signature in cursive script that reads "Charles R. Oliver".

Charles R. "Randy" Oliver
County Administrator

cc: Gordon Pike, Department Director, Corrections
Sandra Slay, Division Manager, Code Enforcement

CRO:sh



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-2994

Public Hearings 10.

BCC Regular Meeting

Meeting Date: 08/23/2012

Issue: 5:31 p.m. Second of Two Public Hearings – Articles 2, 3 & 6 “Community Redevelopment Agency and Overlay Districts.”

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

5:31 p.m. **second** Public Hearing for consideration of adopting an Ordinance amending LDC Articles 2, 3, and 6, Community Redevelopment Agency and Overlay Districts.

Recommendation: That the Board adopt an Ordinance to the Land Development Code (LDC), amending Article 2, “Administration,” to include language defining the purpose of the Community Redevelopment Agency, and to include general standards for the Community Redevelopment District; amending Article 3, “Definitions,” to add a definition for “overlay district;” and amending Article 6, “Zoning Districts,” to delete the RA-1(OL) Barrancas Redevelopment Overlay District, the C-3(OL) Warrington Commercial Overlay District, and the C-4(OL) Brownsville-Mobile Highway and “T” Street commercial overlay district; and create the Warrington, Barrancas, Brownsville, Englewood, and Palafox Overlay Districts for sound economic development and efficient growth management of the Community Redevelopment Districts, and amend the Scenic Highway Overlay District by simply relocating it within the Ordinance for clarity purposes.

BACKGROUND:

After tremendous demand from CRA District residents and business owners, CRA staff has developed the proposed Ordinance to help guide future development and redevelopment of properties within the Community Redevelopment Districts by addressing the issues that have become evident between the current overlay districts for consistency purposes.

The Planning Board reviewed and recommended approval of the Ordinance at its July 9, 2012 meeting. Subsequently, the CRA Board reviewed and recommended approval of the Ordinance at its July 26, 2012 meeting.

BUDGETARY IMPACT:

The building and performance standards detailed in the Ordinance will help revitalize the properties located within the Community Redevelopment Districts. The increased look and quality of the properties will help raise property values, which increases the ad valorem tax base for the County.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached ordinance was reviewed and approved for legal sufficiency by Stephen West, Assistant County Attorney. Any suggested legal comments are attached herein with the respective ordinance to which they pertain.

PERSONNEL:

No additional personnel are anticipated for the implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to appropriate staff and interested citizens. The proposed Ordinance was prepared in cooperation with the Community & Environment Department, the County Attorney's Office and interested citizens. The Community & Environment Department/Community Redevelopment Agency will ensure proper advertisement.

Attachments

CRA LDC Ordinance

LDC Ordinance Clean Copy

Legal Approval

Maps for Graphic Links

Errata Sheet Aug 23 Public Hearing

ORDINANCE NUMBER 2012 - _____

1
2
3 **AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING**
4 **PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES**
5 **(1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA**
6 **COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 2,**
7 **“ADMINISTRATION,” CREATING SECTION 2.14.00, TO INCLUDE**
8 **LANGUAGE DEFINING THE COMMUNITY REDEVELOPMENT**
9 **AGENCY, AND TO INCLUDE GENERAL STANDARDS FOR THE**
10 **COMMUNITY REDEVELOPMENT DISTRICTS; AMENDING**
11 **ARTICLE 3, “DEFINITIONS,” SECTION 3.02.00 CREATING THE**
12 **DEFINITION OF AN OVERLAY DISTRICT; AMENDING ARTICLE 6,**
13 **“ZONING DISTRICTS,” SECTION 6.07.00, TO DELETE THE RA-**
14 **1(OL) BARRANCAS REDEVELOPMENT OVERLAY DISTRICT,**
15 **THE C-3(OL) WARRINGTON COMMERCIAL OVERLAY DISTRICT,**
16 **AND THE C-4(OL) BROWNSVILLE-MOBILE HIGHWAY AND "T"**
17 **STREET COMMERCIAL OVERLAY DISTRICT, AND CREATE THE**
18 **WARRINGTON, BARRANCAS, BROWNSVILLE, ENGLEWOOD**
19 **AND PALAFOX OVERLAY DISTRICTS; AND TO AMEND THE**
20 **SCENIC HIGHWAY OVERLAY DISTRICT; PROVIDING FOR**
21 **SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND**
22 **PROVIDING FOR AN EFFECTIVE DATE.**

23
24 **WHEREAS,** the intent of this Ordinance is to include language defining the
25 purpose of the Community Redevelopment Agency, and to include general standards for
26 the Community Redevelopment District;

27
28 **WHEREAS,** this Ordinance creates a definition for “overlay district;”

29
30 **WHEREAS,** this Ordinance deletes the RA-1(OL) Barrancas Redevelopment
31 Overlay District, the C-3(OL) Warrington Commercial Overlay District, and the C-4(OL)
32 Brownsville-Mobile Highway and "T" Street commercial overlay district; and,

33
34 **WHEREAS,** this Ordinance creates the Warrington, Barrancas, Brownsville,
35 Englewood and Palafox Overlay Districts for sound economic development and efficient
36 growth management of the Community Redevelopment Districts, and amends the
37 Scenic Highway Overlay District by simply relocating within the Ordinance for clarity
38 purposes.

39
40 **NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY**
41 **COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:**

42
43 **Section 1.** Part III of the Escambia County Code of Ordinances (1999) the Land
44 Development Code of Escambia County, Article 2, “Administration” Section 2.14.00 is
45 hereby created as follows:

46
47 2.14.00. Community Redevelopment Agency.
48

1 This article implements the goals, objectives and policies set forth in the Comprehensive
2 Plan related to community redevelopment in Escambia County.

3
4 2.14.01. *Legislative intent for the Community Redevelopment Agency.* The Escambia
5 County Community Redevelopment Agency (CRA) refers to the public entity created
6 by the Board of County Commissioners through the 1995 Community Redevelopment
7 Strategy and functions within the County government. The strategy was developed in
8 response to the State of Florida’s Community Redevelopment Act enacted in 1969
9 (Chapter 163, Part III, Florida Statutes).

10
11 The Florida Legislature amended the Community Redevelopment Act on July 1, 1977,
12 to allow governments to use tax increment financing (TIF) funding as a tool for
13 redevelopment. The BCC has adopted individual TIF funds for each designated
14 Palafox, Englewood, Brownsville, Warrington, Barrancas community redevelopment
15 districts to utilize the revenues from the sale of tax increment bonds for specific
16 projects aimed at redeveloping areas defined as eligible under the community
17 redevelopment regulations.

18
19 2.14.02 *Implementation of CRA Plans and Overlay Districts.* The CRA and all other
20 County divisions shall implement the recommendations of the Palafox, Englewood,
21 Brownsville, Warrington, Barrancas and Cantonment Redevelopment Plans, in which
22 the plans drive the enhancement efforts for each individual community redevelopment
23 district. These plans provide guidance enhancing the district’s quality of life,
24 encouraging private sector reinvestment, promoting sound economic development
25 principles and providing recommendations for public sector enhancement
26 opportunities such as capital improvement projects. The CRA shall determine
27 compliance with the overlay regulations particularly as it pertains to the uses as well
28 as the site and building requirements, and determine whether exceptions to the
29 overlay district standards may be granted.

30
31 **Section 2.** Part III of the Escambia County Code of Ordinances (1999) the Land
32 Development Code of Escambia County, Article 3, “Definitions”, Section 3.02.00 is
33 hereby amended as follows:

34
35 **3.02.00. Terms defined.**

36
37 *Overlay district.* An overlay district is a professionally accepted planning tool for
38 establishing development restrictions on land within a defined geographic area or
39 characterized by specific physical features or site conditions. Overlay districts are
40 typically superimposed over one or more underlying conventional zoning districts in
41 order to address areas of community interest that warrant special consideration such as
42 historic preservation, area enhancement, or protection of a particular resource(s);
43 however, overlay districts may also be used as stand-alone regulations to manage
44 development in desired areas of the community.

45
46 **Section 3.** Part III of the Escambia County Code of Ordinances (1999) the Land
47 Development Code of Escambia County, Article 6, “Zoning Districts”, Section 6.07.00 is
48 hereby amended as follows:

1 **6.07.00. Overlay districts (general).**
2

3 *Intent and purpose of district.* This special overlay section is intended to provide an
4 enhanced level of protection for land areas which provide primary access (gateways) to
5 (1) major military installations, (2) redevelopment area commercial corridors, and (3) the
6 unique scenic vista and environmental resources of the county.
7

8 *6.07.01. C-3(OL) Warrington commercial overlay district.*

9 *A. Intent and purpose of district.* This special performance district is intended to
10 provide an enhanced level of protection for land uses in those commercial
11 corridors which (1) are located within the Warrington Redevelopment Area, and
12 (2) provide primary access (gateways) to the two major military installations.
13 This is an overlay district and the regulations herein expand upon the existing
14 C-1 and/or C-2 zoning district regulations otherwise imposed on individual
15 parcels within the commercial corridor.
16

17 *B. Applicability.* This overlay district applies to all C-1 or C-2 zoned properties
18 indicated on the zoning map as C-3OL. A generalized map of the C-4(OL)
19 District is depicted in Figure 1; however, it is not the official zoning map and
20 should be used only for preliminary determination of the application of the
21 overlay zone.

22 *C-3(OL) Warrington Commercial Overlay District*

23 *C. Relationship to underlying zoning.* All of the use listings and site design
24 requirements of the underlying C-1 and C-2 commercial districts shall continue
25 to apply. This C-3(OL) district adds one prohibited use and adds to the list of
26 uses that shall require conditional use review and approval by the board of
27 adjustment. The conditional use review shall require a finding of fact on both
28 those performance standards listed in section 2.05.03 of this Code and the
29 additional performance standards listed in F., G., and H. below.
30

31 *D. Prohibited uses.* Portable food vendors.
32

33 *E. Use requiring special conditional use review.*

- 34
35 1. Convenience stores.
36 2. Retail sale of alcohol for off-premises consumption.
37 3. Bars and nightclubs.
38 4. Tattoo parlors.
39 5. Pawn shops and check-cashing services.
40 6. Commercial amusement arcades, including billiard parlors and game
41 machine arcades.

- 1 7. Automotive uses (including car sales, automobile rental agencies, car
2 washes, auto repair facilities, tire sales, etc.).
3 8. Truck, utility trailer, and RV rental service or facility.
4

5 *F. Performance standards.*
6

7 1. *Building and sign design.* The choice of building materials, colors and
8 building signage shall be compatible with the intent of this district and
9 shall not have an adverse visual impact on surrounding properties of the
10 two nearby Navy installations.
11

12 2. *Color and materials.* Colors shall be compatible with the general
13 pattern existing on the commercial corridors within the Warrington area.
14

15 *G. Conditional use performance standards.* The department of growth
16 management urban design planner or community redevelopment agency
17 redevelopment specialist shall provide a staff assessment for the board of
18 adjustment (BOA) based upon the following criteria, and the BOA shall make
19 findings of fact relative to the following conditional use standards in addition to
20 those in F.1. above and article 2 of this Code:
21

22
23 1. *Distance.* At least 500 feet shall separate any two uses of the same
24 kind or, for automotive uses, of a similar kind as listed in E. above. For
25 example, a car wash shall be separated from any other car wash by a
26 distance of at least 500 feet. This shall be measured from the closest
27 point of the building facade of the use.
28

29 2. *Freestanding on-premises signs.* There shall be only one such sign
30 per parcel and it shall not exceed 100 square feet per sign face and 25
31 feet in height; in the case of multiuse parcels, the sign shall not exceed
32 200 square feet. The sign face shall have colors, materials and lighting
33 that are compatible with the general pattern existing on the commercial
34 corridors within the Warrington area.
35

36 3. *Management plan.* The applicant shall submit a management plan
37 that addresses the following:
38

39 a. Proposed hours of operations.
40

41 b. Other similar properties managed by the applicant, now or in
42 the past.
43

44 c. Explanation of any franchise agreement.

1
2 H. ~~C-2 performance standards.~~ Any project within this overlay district which is
3 zoned C-2 General Commercial shall be subject to the following special design
4 standards.

5
6 1. ~~Landscaping.~~ For developments subject to section ~~7.01.00 a~~
7 minimum ten-foot wide landscaped strip shall be required on all roadway
8 frontages, and shall contain one tree and ten shrubs for every 35 linear
9 feet of frontage. Preservation of existing plant communities within the
10 required landscaped areas can be used to satisfy this requirement.
11 Buffers required adjacent to residential districts shall include a minimum
12 of two trees and 15 shrubs for every 35 linear feet of required buffer
13 area.

14
15 2. ~~Vehicular use areas.~~ Areas other than public rights-of-way, designed
16 to be used for parking, storage of vehicles for rent or sales, or
17 movement of vehicular traffic, shall be separated by a five-foot
18 landscaped strip from any boundary of the property on which the
19 vehicular use area is located. This landscaped strip shall consist of
20 shrubs or ground covers with a minimum mature height of 24 inches and
21 a maximum height of 30 inches. Plant material shall be spaced 18
22 inches to 24 inches apart, depending on their mature size.

23
24 3. ~~Parking lots.~~ Interior parking areas shall have one landscape island
25 containing at least one tree and shrubs or ground covers as per the
26 above specifications, for every eight continuous spaces.

27
28 4. ~~Irrigation system.~~

29
30 a. An irrigation system shall be installed for all landscaped areas
31 of the site.

32
33 b. All irrigation materials used shall be ASTM approved.

34
35 c. All irrigation systems shall include rain sensors.

36
37 5. ~~Existing development.~~ Notwithstanding section ~~7.00.01.B.~~, any C-2
38 change of use that applies for approval within this overlay district must
39 meet the above standards as well as those of section ~~7.01.05.~~

40
41 ~~6.07.02. Scenic highway overlay district.~~

42 ~~A. Intent, boundaries and purpose of the district.~~ This district is intended to
43 protect the unique scenic vista and environmental resources of the Scenic
44 Highway Corridor and adjacent Escambia Bay shoreline. This is an overlay

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1 district and the regulations herein expand upon existing R-1, R-2, R-3, R-6, C-1,
2 and/or ID-1 zoning district regulations otherwise imposed on individual parcels
3 within the corridor. The district overlays all parcels adjacent to the Pensacola
4 Scenic Bluffs Highway corridor on the west side of the highway and all of the
5 property between the Pensacola Scenic Bluffs Highway and the Escambia Bay
6 on the east side of the highway, for approximately five miles from the city limit
7 of Pensacola along Scenic Highway continuing along Highway 90 to the bridge
8 over the Escambia River at the Santa Rosa County line. A generalized map of
9 the Scenic Highway Overlay district is depicted in Figure 2; however, it is not
10 the official zoning map and should be used only for preliminary determination of
11 the application of the overlay zone. The purpose of the district is to alleviate
12 harmful effects of on-site generated erosion and runoff caused by clearing
13 natural vegetation and changing existing contours of the land, and to ensure the
14 preservation of the bluffs, wetland areas and scenic views along the bay and
15 assure continued public access to the views along the corridor. Views are an
16 amenity and human appreciation of views is reflected in both private property
17 values and the overall general welfare of the community.

18
19 *B. Permitted uses.* See underlay zoning districts.

20
21 *C. Lot coverage.* Maximum area land coverage by all structures, parking areas,
22 driveways and all other impervious surfaces shall not exceed 50 percent of the
23 gross site area.

24
25 *D. Setback.* All structures shall be located a minimum of 50 feet from the Scenic
26 Highway right-of-way unless precluded by lot configuration or topography.

27
28 *E. Building separation.* The minimum distance between structures shall be 15
29 feet and there shall be at least 100 feet between a multifamily structure
30 (including hotels and motels) and single-family dwellings.

31
32 *F. Pedestrian bicycle.* The intent of the corridor management plan is to provide
33 a multiuse path on the east side of Scenic Highway the full length of the corridor
34 at the maximum distance possible from the roadway pavement, within the right-
35 of-way. During the site review process the staff will work with the applicant to
36 maximize the innovative integration of a path extension, into the project, outside
37 of the right-of-way on public property or on easements donated by private
38 property owners.

39
40 *G. Building heights.* Buildings between the Scenic Highway and Escambia Bay
41 shall have a maximum height of 35 feet as measured at the average finished
42 grade elevation of the lot above mean sea level (MSL). Nonresidential uses can
43 exceed the height limit only with conditional use approval by the board of
44 adjustment. In addition to the other conditional use criteria, the requested height
45 must be found not to interfere with the scenic attractiveness of the location as
46 viewed from any plausible direction. In addition, for structures over 35 feet in

1 height, for every two feet in height over 35 feet, there shall be an additional one
2 foot of front and side setback at the ground level.

3
4 *H. Tree protection.*

5
6 1. A canopy road tree protection zone is hereby established for all land
7 within 20 feet of the right of way of Scenic Highway and Highway 90 to
8 the Santa Rosa County line. No person or agency shall cut, remove,
9 trim or in any way damage any tree in any canopy tree protection zone
10 without a permit. Except in unique cases, such pruning shall not remove
11 more than 30 percent of the existing tree material. Utility companies are
12 not permitted to prune more than 30 percent of the existing tree canopy.

13
14 2. Heritage Oak trees shall be prescribed.

15
16 3. Clearing of natural vegetation within the corridor shall require a land
17 disturbing permit and is generally prohibited except for the minimum
18 area needed for construction of allowable structures or view
19 enhancement.

20
21 *I. Landscaping.*

22
23 1. For developments subject to section 7.01.00, a minimum ten-foot
24 wide landscaped strip shall be required along the Scenic Highway
25 frontage, and shall contain one tree for every 35 linear feet of frontage.
26 The trees shall be tall enough so that a six-foot view shed exists at
27 planting. Preservation of existing plant communities within the required
28 landscaped areas can be used to satisfy this requirement.

29
30 2. Orientation of commercial buildings shall be away from residential
31 development within or adjacent to the district. Layout of parking and
32 service areas, access, landscaping, yards, courts, walls, signs, lighting
33 and control of noise and other potentially adverse influences shall be
34 such as to promote protection of such residential development, and will
35 include adequate buffering.

36
37 *J. Fences.* See section 7.04.00. No fence may be solid. No chain link fence
38 shall be located between Scenic Highway and the principal building. Any other
39 type of fence in this area shall not exceed three feet. Where single story
40 structures are higher than the roadbed, there should be no wall, fence, structure
41 or plant material located between the front building line and the roadbed that
42 will obstruct the view from automobiles on the scenic route.

43
44 *K. Structure location.* Whether a conditional use or site planning review, all
45 structures will be reviewed to assure conformance with the following criteria:

1
2 1. The location shall afford maximum views of the bay from the street
3 right-of-way.

4
5 2. The location shall minimize impact on the natural bluff and plant
6 material (other than pruning to enhance views).

7
8 3. Provide underground utilities.
9

10 ~~6.07.03. C-4(OL) Brownsville-Mobile Highway and "T" Street commercial overlay~~
11 ~~district.~~

12 ~~A. Intent and purpose of district. This special performance district is intended to~~
13 ~~provide an enhanced level of protection to the prime commercial corridor of the~~
14 ~~Brownsville Redevelopment Area thereby furthering the objectives of the~~
15 ~~redevelopment plan. This is an overlay and the regulations herein expand upon~~
16 ~~existing R-6, C-1 and/or C-2 zoning district regulations otherwise imposed on~~
17 ~~individual parcels within the commercial corridor.~~

18
19 ~~B. Applicability. This overlay district applies to all R-6, C-1, C-2, or ID-1 zoned~~
20 ~~properties along the Mobile Highway corridor approximately between "W" Street~~
21 ~~and Seaton Lane and to all C-2 zoned properties along the "T" Street corridor~~
22 ~~bounded on the north by Fairfield Drive, on the east by "S" Street, on the south~~
23 ~~by Blount Street, and on the west by "V" Street indicated on the "Exhibit 1: C-~~
24 ~~4(OL) zoning map" and incorporated by reference herein. A generalized map of~~
25 ~~the C-4(OL) District is depicted in Figure 3; however, it is not the official zoning~~
26 ~~map and should be used only for preliminary determination of the application of~~
27 ~~the overlay zone.~~

28
29 ~~C. Relationship to underlying zoning. All of the use listings and site design~~
30 ~~requirements of the underlying R-6, C-1, C-2, and ID-1 commercial or industrial~~
31 ~~districts shall continue to apply. This C-4(OL) district adds one prohibited use~~
32 ~~and adds to the list of uses that shall require conditional use review and~~
33 ~~approval by the Board of Adjustment. The conditional use review shall require a~~
34 ~~finding of fact on both those performance standards listed in section 2.05.03 of~~
35 ~~the Code and the additional performance standards listed in F. and G. below.~~

36
37 ~~D. Prohibited uses. Off-premises [signs].~~

38
39 ~~E. Uses requiring special conditional use review.~~

40
41 1. ~~Convenience stores.~~

42
43 2. ~~Retail sale of alcohol for off-premises consumption.~~

1
2 ~~3. Bars and nightclubs.~~

3
4 ~~4. Pawn shops and check cashing services.~~

5
6 ~~5. Commercial amusement arcades, including billiard parlors and game~~
7 ~~machine arcades.~~

8
9 ~~6. Automotive uses (including used car sales, automobile rental~~
10 ~~agencies, car washes, auto repair facilities, tire sales, etc.).~~

11
12 ~~7. Truck, utility trailer, and RV rental service or facility.~~

13
14 ~~8. Portable food vendors.~~

15
16 ~~9. Any new building that is more than 15 percent taller than any~~
17 ~~building on an adjacent parcel.~~

18
19 ~~10. Tattoo parlors.~~

20
21 ~~11. Welding shops located in C-1 zoning districts prior to March 1, 2004.~~

22
23 ~~F. Performance standards.~~

24
25 ~~1. Building and sign design. The choice of building materials, colors and~~
26 ~~building signage shall be compatible with the intent of this district.~~
27 ~~Buildings shall incorporate "human scale" design. Such design is~~
28 ~~proportioned to reflect pedestrian scale and movement, and to~~
29 ~~encourage interest at the street level.~~

30
31 ~~a. Orientation. Wherever feasible, buildings shall be "street-~~
32 ~~oriented" to create a desirable pedestrian environment between~~
33 ~~the building and the street. Street orientation should include~~
34 ~~entrances, storefronts, and display windows facing Mobile~~
35 ~~Highway, Cervantes Street, or "T" Street. If the rear of the~~
36 ~~building any of these streets, the rear of the building must have a~~
37 ~~pseudo-storefront.~~

38
39 ~~b. Color and materials. Colors shall be compatible with the~~
40 ~~general pattern existing on the Mobile Highway and "T" Street~~
41 ~~commercial corridors.~~

1 ~~c. *Setback.* New construction shall be setback from Mobile~~
2 ~~Highway, Cervantes Street, or "T" Street a distance similar to~~
3 ~~adjacent buildings unless customer parking is provided adjacent~~
4 ~~to any of these streets in support of Crime Prevention Through~~
5 ~~Environmental Design (CPTED).~~

6
7 ~~G. *Conditional use performance standards.* The department of growth~~
8 ~~management urban design planner or community redevelopment agency~~
9 ~~redevelopment specialist shall provide a staff assessment for the board of~~
10 ~~adjustment (BOA) based upon the following criteria, and the BOA shall make~~
11 ~~findings of fact relative to the following conditional use standards in addition to~~
12 ~~those in F.1.a., b., and c. cited above and article 2 of this Code:~~

13
14 ~~1. *Distance.* At least 500 feet shall separate any two uses of the same~~
15 ~~kind or, for automotive uses, of a similar kind as listed in E. above. For~~
16 ~~example, a car wash shall be separated from any other car wash by a~~
17 ~~distance of least 500 feet. This shall be measured from the closest point~~
18 ~~on the building facade of the use.~~

19
20 ~~2. *Freestanding on premises signs.* There shall be only one such sign~~
21 ~~per parcel and it shall not exceed 100 square feet per sign face and 25~~
22 ~~feet in height; in the case of multiuse parcels, the sign shall not exceed~~
23 ~~200 square feet. The sign face shall have colors, materials and lighting~~
24 ~~that are compatible with the general pattern existing on the Mobile~~
25 ~~Highway and "T" Street commercial corridors.~~

26
27 ~~3. *Management plan.* The applicant shall submit a management plan the~~
28 ~~addresses the following:~~

29
30 ~~a. Proposed hours of operations.~~

31
32 ~~b. Other similar properties managed by the applicant, now or in~~
33 ~~the past.~~

34
35 ~~c. Explanation of any franchise agreement.~~

36
37 ~~6.07.04. RA-1(OL) Barrancas Redevelopment Area Overlay District.~~

38
39 ~~A. *Intent and purpose of the district.* This district is intended to provide an~~
40 ~~enhanced level of protection for land uses, which are located in the Barrancas~~
41 ~~Redevelopment Area, and to protect the unique environmental resources of~~
42 ~~Bayou Chico. This is an overlay district and the regulations herein expand upon~~
43 ~~the existing R-1, R-2, R-3, R-4, R-6, C-1, and WMU underlying districts~~
44 ~~otherwise imposed on individual parcels within the Redevelopment Area. The~~
45 ~~purpose of this district is to (1) alleviate the harmful effects of industrial~~

1 pollutants entering and degrading the quality of Bayou Chico and (2) enhance
2 the character of the area, which has been changed by the realignment of
3 Barrancas Avenue, through appropriate land use controls.

4
5 *B. Applicability.* This overlay district applies to all R-1, R-2, R-3, R-4, R-6, C-1,
6 and WMU-zoned properties indicated on "Exhibit 1, RA-1(OL) Barrancas
7 Redevelopment Area Overlay District" zoning map, which is incorporated by
8 reference herein and is reflected in the official zoning maps. A generalized map
9 of the RA-1(OL) District is depicted in Figure 4 attached to Ordinance No. 2006-
10 _____; however, it is not the official zoning map and should be used
11 only for preliminary determination of the application of the overlay zone.

12
13 *C. Relationship to underlying zoning.* All of the use listings and site design
14 requirements of the underlying R-1, R-2, R-3, R-4, R-6, C-1 and WMU districts
15 shall continue to apply unless modified by the following:

16
17 *D. Permitted uses.*

- 18
19 1. Antique shops allowed in R-6 and C-1 underlying zoning districts.
- 20
21 2. Bed and breakfast inns, as licensed under F.S. ch. 509, allowed in R-
22 4, R-6, C-1, and WMU underlying zoning districts.
- 23
24 3. Multifamily residential developments, allowed in R-4, R-6, C-1, and
25 WMU underlying zoning districts, consisting of three (3) or more
26 attached units are required to be condominium developments pursuant
27 to the Condominium Act, F.S. ch. 718. This does not apply to single-
28 family attached homes such as duplexes, townhomes, or rowhouses.

29
30 *E. Conditional uses.*

- 31
32 1. Private clubs and lodges.
- 33
34 2. Automobile repair shops, including indoor repair and restoration (not
35 including painting) for ignition, fuel, brake and suspension systems or
36 similar uses and sale of related products necessary for automobile
37 repair, gross floor area not to exceed 6,000 square feet. Outside repair
38 and/or storage and automotive painting is prohibited.

39
40 *F. Prohibited uses.*

- 41
42 1. Automobile service stations that include the sale of gasoline. Outside
43 repair and/or storage and automotive painting is prohibited.

2. ~~Boarding and lodging houses, or other similar uses.~~
3. ~~Commercial boat storage, except in the underlying WMU district.~~
4. ~~Commercial RV Storage.~~
5. ~~Campgrounds.~~
6. ~~Carnival type amusements and amusement arcades.~~
7. ~~Fortune tellers, palm readers, psychics, etc.~~
8. ~~Mini-warehouses.~~
9. ~~Mobile homes and manufactured homes.~~
10. ~~Off-premises signs, billboards and other sign structures erected, located and maintained as provided for in article 8 of this Code.~~
11. ~~Pawn shops.~~
12. ~~Used clothing deposit box.~~
13. ~~Wholesale and/or distribution warehousing except in WMU underlying zoning district.~~

~~G. Site and building requirements.~~

1. ~~*Building height.* Except for properties within the WMU zoning district, no building or structure shall exceed 45 feet in height as defined in section 3.00.01 of this Code. Height for buildings with pitched roofs shall be measured to the bottom of the eaves. If a lower height is specified in an underlying zoning district, the lower height shall prevail.~~

2. ~~*Building design.*~~

a. ~~The choice of building materials and colors shall be compatible with the intent of this district and shall not have an adverse visual impact on surrounding properties.~~

b. ~~For R-3 and R-4 zoning districts buildings shall be "street-oriented" to create a desirable pedestrian environment between the building and the street. Street orientation is defined as~~

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1 having a clear and visible orientation to the street. Street
2 orientation should include:

3
4 (1) ~~Garages. For residential uses, there shall be no front~~
5 ~~facing garages unless they are setback an additional ten~~
6 ~~feet from the primary front facade and do not exceed 25~~
7 ~~percent of the street facing building facade. If the lot~~
8 ~~width is forty feet or less, the 25 percent requirement~~
9 ~~shall not apply. All other garages must face the side or~~
10 ~~rear of the parcel.~~

11
12 (2) ~~Front entry. The front facade shall include the primary~~
13 ~~entry door, be street facing, and include a porch or stoop.~~

14
15 (a) ~~Front porches. Front porches shall be a~~
16 ~~minimum six feet deep and ten feet wide. The~~
17 ~~scale of the front porch should be in scale with the~~
18 ~~primary facade.~~

19
20 (b) ~~Stoops. Stoops provide connections to~~
21 ~~building entrances or porches where residential~~
22 ~~buildings are elevated above grade. Stoops shall~~
23 ~~be a minimum of five feet wide.~~

24
25 (3) ~~Off-street parking. All off-street parking shall be~~
26 ~~located in the rear of the building that faces the public~~
27 ~~street or within a garage. For single-family detached~~
28 ~~housing, off street parking can be located in a carport,~~
29 ~~driveway or garage.~~

30
31 c. ~~For R-6 and C-1 zoning districts buildings shall be "street-~~
32 ~~oriented" to create a desirable pedestrian environment between~~
33 ~~the building and the street. Street orientation is defined as~~
34 ~~having a clear and visible orientation to the street. Street~~
35 ~~orientation should include:~~

36
37 (1) ~~Front and side setback lines should be consistent with~~
38 ~~adjacent structures. Rear setbacks shall be as required~~
39 ~~by the underlying zoning district. Where setback lines are~~
40 ~~not clearly established, buildings shall be built to within~~
41 ~~ten (10) feet of property lines.~~

42
43 (2) ~~Buildings shall be oriented so that the principal facade~~
44 ~~is parallel or nearly parallel to the streets they face. On~~
45 ~~corner sites, buildings shall occupy the corner.~~

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~~(3) Walkways that lead to front doors, separate from the driveway are encouraged.~~

~~(4) Entrances shall be well lit, visible from the street and easily accessible.~~

~~(5) Off-street parking.~~

~~(a) For residential uses, all off-street parking shall be located in the rear of the building that faces the public street or within a garage. For single-family detached housing, off-street parking can be located in a carport, driveway or garage. There shall be no front-facing garages unless they are setback an additional ten feet from the primary front facade and do not exceed 25 percent of the street-facing building facade. If the lot width is forty feet or less, the 25-percent requirement shall not apply.~~

~~(b) For commercial uses, off-street parking areas shall be located on the side or rear of the building unless a shared central parking facility is developed through an easement or common ownership among contiguous properties. Curbscuts shall be limited to one 20-foot access point for a shared central parking facility. Liner buildings or landscaping shall be used to screen parking from the street.~~

~~(c) Walkways shall be included in off-street parking areas.~~

~~(6) Buildings shall incorporate "human scale" design. That is, designed in proportions to reflect human pedestrian scale and movement, and to encourage interest at the street level. "Human scale" is best achieved when the street-to-building height ratio is 1:2 and does not exceed 1:3. (e.g. if the street is 24 feet wide, building height should not exceed 72 feet)~~

~~(7) All service and loading areas shall be entirely screened from view.~~

1 ~~(8) Sidewalk sales and/or tent sales with temporary~~
2 ~~displays shall be permitted immediately adjacent to the~~
3 ~~business for no more than fourteen days in any one~~
4 ~~calendar year provided that all required permits are~~
5 ~~obtained and a traffic management and parking plan are~~
6 ~~presented to, and approved by, the traffic engineering~~
7 ~~department prior to events.~~

8
9 ~~(9) Outdoor dining. Outdoor dining and seating shall be~~
10 ~~permitted. Dining areas shall be properly designated and~~
11 ~~appropriately separated from public walkways and streets~~
12 ~~using attractive materials such as railings, opaque~~
13 ~~wrought iron fences, landscaping, or other suitable~~
14 ~~material. Designated outdoor dining areas adjacent to~~
15 ~~public right-of-way shall allow a minimum unobstructed~~
16 ~~sidewalk of six feet along the public right-of-way.~~

17
18 *3. Landscaping.*

19
20 a. See section 7.01.00 of this Code.

21
22 b. It is the proposed intent of this ordinance to encourage water
23 conservation through proper plant selection, installation and
24 maintenance practices. All commercial and industrial projects
25 shall submit a landscape plan as part of the development review
26 criteria. The plan will include plant species proposed, location of
27 all plant material, including areas proposed for sod, areas of
28 natural vegetation to be protected, and an irrigation plan. Native
29 plant species are required. Sabal palm is considered a native
30 plant species.

31
32 *4. Buffers and screening of outdoor storage.* See section 7.01.06 of this
33 Code except the following revisions shall be applied to the RA-1(OL)
34 Barrancas Redevelopment Area Overlay District.

35
36 a. Section 7.01.06.D.2. *Type.* Only fencing (may or may not be
37 opaque) or walls made of concrete or stucco may supplement
38 buffers. Specifically, old garage doors and pieces of tin do not
39 qualify for fencing or wall materials; and

40
41 b. Section 7.01.06.E. *Screening of outdoor storage.* Opaque
42 fencing shall mean chain link fence with slats, privacy wooden
43 fence, or privacy PVC/vinyl fence. A six-foot concrete or stucco
44 wall may also be used to screen outdoor storage.

1 ~~5. *Natural features.* Natural features shall be protected and integrated~~
2 ~~into site design/development where possible. The applicant shall~~
3 ~~demonstrate how the development protects and incorporates existing~~
4 ~~vegetation.~~

5
6 ~~6. *Crime prevention through environmental design.* Crime Prevention~~
7 ~~Through Environmental Design (CPTED) principles shall be used when~~
8 ~~designing any element within the RA-1(OL) District, including but not~~
9 ~~limited to site design, buildings, street design, signs, landscaping and~~
10 ~~parking. The following CPTED guidelines should be considered when~~
11 ~~designing any element within the RA-1(OL) District.~~

12
13 ~~a. *Territoriality.* All building entrances, parking areas, pathways~~
14 ~~and other elements should incorporate appropriate features that~~
15 ~~express ownership. The use of these features shall not conflict~~
16 ~~with the need for natural surveillance.~~

17
18 ~~b. *Natural surveillance.* The site layout, building and landscape~~
19 ~~design shall promote the principles of natural surveillance.~~
20 ~~Physical features and activities should be oriented and designed~~
21 ~~in ways that maximize the ability to see throughout the site.~~

22
23 ~~c. *Activity support.* The site layout and building design should~~
24 ~~encourage legitimate activity in public spaces.~~

25
26 ~~d. *Access control.* To discourage crime, entrances and exits~~
27 ~~should be located and designed in a manner that incorporates~~
28 ~~natural surveillance techniques and area control measures.~~

29
30 ~~7. *Signs.*~~

31
32 ~~a. See article 8 of this Code.~~

33
34 ~~b. The choice of building signage shall be compatible with the~~
35 ~~intent of this district and shall not have an adverse visual impact~~
36 ~~on surrounding properties.~~

37
38 ~~c. Free-standing on-premises signs shall be "human scaled".~~
39 ~~There shall be only one such sign per parcel and it shall not~~
40 ~~exceed 100 square feet per sign face and 12 feet in height; in~~
41 ~~the case of multi-use parcels, the sign shall not exceed 299~~
42 ~~square feet. The sign face shall have colors, materials and~~
43 ~~lighting that are compatible with the general pattern existing in~~
44 ~~the Barrancas Redevelopment Area Overlay District.~~
45 ~~Freestanding signs shall be limited to monument signs. Attached~~

1 ~~signs or shingles may be permitted for individual businesses in a~~
2 ~~multi-use building. Such signs shall not exceed 20 square feet~~
3 ~~per sign face.~~

4
5 ~~d. Billboards or pole signs are not permitted in this overlay~~
6 ~~district.~~

7
8 ~~8. Locational criteria. See section 7.20.02 of this Code.~~

9
10 6.07.01. Warrington Overlay District.

11
12 A. The intent and purpose. The Warrington Overlay District is intended to provide
13 an enhanced level of protection for land uses and provide primary access
14 (gateways) to the two major military installations located within the Warrington
15 Community Redevelopment District. This is a zoning overlay district and the
16 regulations herein expand upon the existing zoning district regulations otherwise
17 imposed on individual parcels within the Warrington Community Redevelopment
18 District.

19
20 B. Applicability. This zoning overlay district applies to all zoned properties located
21 in the Warrington Community Redevelopment District.

22
23 C. Relationship to underlying zoning. All of the use listings and site design
24 requirements of the underlying zoning districts shall continue to apply unless
25 modified by the following:

26
27 D. Permitted uses. Mixed-use developments, defined as where non-residential
28 and residential uses occupy the same building. The non-residential use(s) shall
29 contain the first or bottom floor and the residential use(s) contain the second or
30 upper floor(s).

31
32 E. Prohibited uses.

33
34 1. Portable food vendors.

35
36 2. Mobile homes and manufactured homes. (This does not prohibit the
37 construction of modular homes; see Article 3 of this code.)

38
39 3. Mobile home/manufactured home parks.

40
41 F. Uses requiring management plan submittal. The following uses shall require
42 submission of a management plan to the CRA prior to development approval.
43 The CRA must be notified of any amendments to a submitted management plan.

44
45 1. Convenience stores.

46
47 2. Tattoo Parlors.
48

1
2 (2). Bay windows or the like

3
4 (3). Building setbacks

5
6 c. Rear façade. A minimum of 15 feet of the building's rear façade
7 facing a public right of way, parking area, or open space shall
8 consist of transparent materials. Reflective glass is prohibited as a
9 transparent material.

10
11 d. Materials and detailing. New buildings and structures, additions
12 and renovations shall be constructed to be long lasting and use
13 materials and detailing that maintain the distinct character and
14 harmony of the Warrington Community Redevelopment District.
15 Aluminum, vinyl or metal material siding is prohibited on the
16 primary facades of buildings adjacent to public right of ways.

17
18 e. Awnings. Awnings are encouraged to enhance the character of
19 Warrington while providing sun protection for display windows,
20 shelter for pedestrians, and a sign panel for businesses.

21
22 3. Accessory Structures. All accessory structures shall be located in the
23 rear or side area and be a minimum of 5 feet inside the property
24 boundary. All accessory structures shall meet the County landscaping,
25 buffering, and screening requirements and shall use the same materials,
26 color, and/or style of the primary façade if visible to the public from any
27 road, driveway, right-of-way, or similar.

28
29 4. Natural features. Natural features shall be protected and integrated into
30 site design/development where possible. The applicant shall demonstrate
31 how the development protects and incorporates existing vegetation.

32
33 5. Crime prevention through environmental design. Crime Prevention
34 Through Environmental Design (CPTED) principles shall be used when
35 designing any element within the district, including but not limited to site
36 design, buildings, street design, signs, landscaping and parking. The
37 following CPTED guidelines shall be considered when designing any
38 element within the district.

39
40 a. Territoriality. All building entrances, parking areas, pathways
41 and other elements should incorporate appropriate features that
42 express ownership. The use of these features shall not conflict
43 with the need for natural surveillance.

44
45 b. Natural surveillance. The site layout, building and landscape
46 design shall promote the principles of natural surveillance.
47 Physical features and activities should be oriented and designed
48 in ways that maximize the ability to see throughout the site.

1 c. Activity support. The site layout and building design should
2 encourage legitimate activity in public spaces.

3
4 d. Access control. To discourage crime, entrances and exits
5 should be located and designed in a manner that incorporates
6 natural surveillance techniques and area control measures.

7
8 6. Signs.

9
10 a. See Article 8.

11
12 b. The choice of building signage shall be compatible with the
13 intent of this district and shall not have an adverse visual impact
14 on surrounding properties.

15
16 c. Free-standing on-premises signs shall be "human scaled".
17 There shall be only one such sign per parcel and it shall not
18 exceed 100 square feet per sign face and 12 feet in height; in the
19 case of multi-use parcels, the sign shall not exceed 299 square
20 feet. The sign face shall have colors, materials and lighting that
21 are compatible with the general pattern existing in the Warrington
22 Redevelopment Area Overlay District. Freestanding signs shall be
23 limited to monument signs. Attached signs or shingles may be
24 permitted for individual businesses in a multi-use building. Such
25 signs shall not exceed 20 square feet per sign face.

26
27 d. Signs cannot block or obstruct design details, windows, or
28 cornices of the building upon which they are placed.

29
30 7. Lighting. Lighting in the overlay district should serve to illuminate
31 facades entrances and signage to provide an adequate level of personal
32 safety while enhancing the aesthetic appeal of the buildings. Building and
33 signage lighting must be indirect, with the light source(s) hidden from
34 direct pedestrian and motorist view.

35
36 8. Parking. Parking in the overlay district must adequately serve the
37 users without detracting from the compact design that makes it a
38 successful commercial center.

39
40 9. Off-street parking. Off-street parking must be located in the rear. If the
41 lot orientation cannot accommodate adequate rear parking, parking on
42 the side would then be permitted.

43
44 10. Landscaping.

45
46 a. See Section 7.01.00.

47
48 b. It is the proposed intent of this ordinance to encourage water
49 conservation through proper plant selection, installation and

1 maintenance practices. All commercial and industrial projects shall
2 submit a landscape plan as part of the development review
3 criteria. The plan will include plant species proposed, location of
4 all plant material, including areas proposed for sod, areas of
5 natural vegetation to be protected, and an irrigation plan. Native
6 plant species are required.

7
8 11. *Buffers and screening of outdoor storage.* The screening of outside
9 storage must use the same materials, color, and/or style as the primary
10 building in order to be architecturally compatible with the primary building
11 and the building it is adjacent to. All outside storage must be screened
12 from public view. If the outside storage area is separate from the building
13 it serves the following shall apply:

14
15 a. Section 7.01.06.D.2. *Type.* Only fencing (may or may not be
16 opaque) or walls made of concrete or stucco may supplement
17 buffers. Specifically, old garage doors and pieces of tin do not
18 qualify for fencing or wall materials; and

19
20 b. Section 7.01.06.E. *Screening of outdoor storage.* Opaque
21 fencing shall mean chain link fence with slats, privacy wooden
22 fence, or privacy PVC/vinyl fence. A six-foot concrete or stucco
23 wall may also be used to screen outdoor storage.

24
25 12. *Exceptions.* Financial hardship alone is not a basis to grant an
26 exception; however, it is recognized that there may be circumstances that
27 require a departure from the requirements in this overlay district in order
28 to be feasible. Possible grounds to be considered for granting exceptions
29 to the ordinance include, but not limited to:

30
31 a. Safety

32
33 b. Unique site or building characteristics

34
35 c. Standards would have a negative effect on the use of the
36 property

37
38 d. Public benefit

39
40 J. *C-2 performance standards.* Any project within this overlay district that is
41 zoned C-2 General Commercial shall be subject to the following design
42 standards.

43
44 1. *Landscaping.* For developments subject to section 7.01.00 a minimum
45 ten-foot wide landscaped strip shall be required on all roadway frontages,
46 and shall contain one tree and ten shrubs for every 35 linear feet of
47 frontage. Preservation of existing plant communities within the required
48 landscaped areas can be used to satisfy this requirement. Buffers

1 required adjacent to residential districts shall include a minimum of two
2 trees and 15 shrubs for every 35 linear feet of required buffer area.

3
4 2. Vehicular use areas. Areas other than public rights-of-way, designed to
5 be used for parking, storage of vehicles for rent or sales, or movement of
6 vehicular traffic, shall be separated by a five-foot landscaped strip from
7 any boundary of the property on which the vehicular use area is located.
8 This landscaped strip shall consist of shrubs or ground covers with a
9 minimum mature height of 24 inches and a maximum height of 30 inches.
10 Plant material shall be spaced 18 inches to 24 inches apart, depending
11 on their mature size.

12
13 3. Parking lots. Interior parking areas shall have one landscape island
14 containing at least one tree and shrubs or ground covers as per the
15 above specifications, for every eight contiguous spaces.

16
17 4. Irrigation system.

18
19 a. An irrigation system shall be installed for all landscaped areas
20 of the site.

21
22 b. All irrigation materials used shall be ASTM approved.

23
24 c. All irrigation systems shall include rain sensors.

25
26 5. Existing development. Notwithstanding Section 7.00.01.B, any C-2
27 change of use that applies for approval within this zoning overlay district
28 must meet the above standards as well as those of Section 7.01.05.

29
30 **GRAPHIC LINK: Warrington Overlay District**

31
32 **6.07.02. Barrancas Overlay District**

33
34 A. Intent and purpose of the district. The Barrancas Overlay District is intended to
35 provide an enhanced level of protection for land uses that are located in the
36 Barrancas Community Redevelopment District, and to protect the unique
37 environmental resources of Bayou Chico. This is a zoning overlay district and the
38 regulations herein expand upon the existing zoning district's regulations
39 otherwise imposed on individual parcels within the Barrancas Community
40 Redevelopment District. The purpose of this district is to alleviate the harmful
41 effects of industrial pollutants entering and degrading the quality of Bayou Chico
42 and enhance the character of the area, which has been changed by the
43 realignment of Barrancas Avenue, through appropriate land use controls.

44
45 B. Applicability. This zoning overlay district applies to all existing zoning districts
46 located in the Barrancas Community Redevelopment District.
47

1 C. Relationship to underlying zoning. All of the use listings and site design
2 requirements of the underlying zoning districts shall continue to apply unless
3 modified by the following:

4
5 D. Permitted uses.

- 6
7 1. Antique shops allowed in R-6 and C-1 underlying zoning districts.
8
9 2. Bed and breakfast inns, as licensed under F.S. Ch. 509, allowed in R-
10 4, R-6, C-1, and WMU underlying zoning districts.
11
12 3. Multifamily residential developments, allowed in R-4, R-6, C-1, and
13 WMU underlying zoning districts, consisting of three (3) or more attached
14 units are required to be condominium developments pursuant to the
15 Condominium Act, F.S. Ch. 718. This does not apply to single-family
16 attached homes such as duplexes, townhomes, or row houses.
17
18 4. Mixed-use developments, defined as where non-residential and
19 residential uses occupy the same building. The non-residential use(s)
20 shall contain the first or bottom floor and the residential use(s) contain the
21 second or upper floor(s).

22
23 E. Uses requiring management plan submittal. The following uses shall require
24 submission of a management plan to the CRA prior to development approval.
25 The CRA must be notified of any amendments to a submitted management plan.

- 26
27 1. Private clubs and lodges.
28
29 2. Automobile repair shops, including indoor repair and restoration (not
30 including painting) for ignition, fuel, brake and suspension systems or
31 similar uses and sale of related products necessary for automobile repair,
32 gross floor area not to exceed 6,000 square feet. Outside repair and/or
33 storage and automotive painting is prohibited.

34
35 F. Management plan. The applicant shall submit a management plan that
36 addresses the following:

- 37
38 1. Proposed hours of operations.
39
40 2. Other similar properties managed by the applicant, if applicable.
41
42 3. Explanation of any franchise agreement.

43
44 G. Prohibited uses.

- 45
46 1. Automobile service stations that include the sale of gasoline. Outside
47 repair and/or storage and automotive painting is prohibited.
48
49 2. Boarding and lodging houses, or other similar uses.

- 1
- 2 3. Commercial boat storage, except in the underlying WMU district.
- 3
- 4 4. Commercial RV Storage.
- 5
- 6 5. Campgrounds.
- 7
- 8 6. Carnival-type amusements and amusement arcades.
- 9
- 10 7. Fortune tellers, palm readers, psychics, etc.
- 11
- 12 8. Mini-warehouses.
- 13
- 14 9. Mobile homes and manufactured homes. (This does not prohibit the
15 construction of modular homes; see Article 3 of this code.)
- 16
- 17 10. Mobile home/manufactured home parks.
- 18
- 19 11. Off-premises signs, billboards and other sign structures erected,
20 located and maintained as provided for in Article 8 of this Code.
- 21
- 22 12. Pawn shops.
- 23
- 24 13. Used clothing deposit box.
- 25
- 26 14. Wholesale and/or distribution warehousing except in WMU underlying
27 zoning district.

28
29 H. Rezoning. Surrounding uses, whether conforming or non-conforming should
30 not be taken into consideration for the rezoning rationale.

31
32 I. Site and building requirements.

33
34 1. Building height. Except for properties within the WMU zoning district,
35 no building or structure shall exceed 45 feet in height as defined in
36 Section 3.02.00. Height for buildings with pitched roofs shall be measured
37 to the bottom of the eaves. If a lower height is specified in an underlying
38 zoning district, the lower height shall prevail.

39
40 2. Building design.

41
42 a. The choice of building materials and colors shall be compatible
43 with the intent of this district and shall not have an adverse visual
44 impact on surrounding properties.

45
46 b. For R-3 and R-4 zoning districts buildings shall be "street-
47 oriented" to create a desirable pedestrian environment between
48 the building and the street. Street orientation is defined as having

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1 a clear and visible orientation to the street. Street orientation
2 should include:
3

4 (1) Garages. For residential uses, there shall be no front
5 facing garages unless they are setback an additional eight
6 feet from the primary front facade and do not exceed 25
7 percent of the street facing building facade. If the lot width
8 is forty feet or less, the 25 percent requirement shall not
9 apply. All other garages must face the side or rear of the
10 parcel.

11
12 (2) Front entry. The front facade shall include the primary
13 entry door, be street facing, and include a porch or stoop.

14
15 (a) Front porches. Front porches shall be a
16 minimum six feet deep and ten feet wide. The scale
17 of the front porch should be in scale with the
18 primary facade.

19
20 (b) Stoops. Stoops provide connections to building
21 entrances or porches where residential buildings
22 are elevated above grade. Stoops shall be a
23 minimum of five feet wide.

24
25 (3) Off-street parking. All off-street parking shall be located
26 in the rear of the building that faces the public street or
27 within a garage. For single-family detached residential
28 dwelling, off street parking can be located in a carport,
29 driveway or garage.

30
31 c. For R-6 and C-1 zoning districts buildings shall be "street-
32 oriented" to create a desirable pedestrian environment between
33 the building and the street. Street orientation is defined as having
34 a clear and visible orientation to the street. Street orientation
35 should include:
36

37 (1) Front and side setback lines should be consistent with
38 adjacent structures. Rear setbacks shall be as required by
39 the underlying zoning district. Where setback lines are not
40 clearly established, buildings shall be built to within ten
41 (10) feet of property lines.

42
43 (2) Buildings shall be oriented so that the principal facade
44 is parallel or nearly parallel to the streets they face. On
45 corner sites, buildings shall occupy the corner.

46
47 (3) Walkways that lead to front doors, separate from the
48 driveway, are encouraged.
49

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1 (4) Entrances shall be well lit, visible from the street and
2 easily accessible.

3
4 (5) Off-street parking.

5
6 (a) For residential uses, all off-street parking shall
7 be located in the rear of the building that faces the
8 public street or within a garage. For single-family
9 detached housing, off street parking can be located
10 in a carport, driveway or garage. There shall be no
11 front facing garages unless they are setback an
12 additional ten feet from the primary front facade
13 and do not exceed 25 percent of the street facing
14 building facade. If the lot width is forty feet or less,
15 the 25 percent requirement shall not apply.

16
17 (b) For commercial uses, off-street parking areas
18 shall be located on the side or rear of the building
19 unless a shared central parking facility is developed
20 through an easement or common ownership among
21 contiguous properties. Curb cuts shall be limited to
22 one 20-foot access point for a shared central
23 parking facility. Liner buildings or landscaping shall
24 be used to screen parking from the street.

25
26 (c) Walkways shall be included in off-street parking
27 areas.

28
29 (6) Buildings shall incorporate "human scale" design. That
30 is, designed in proportions to reflect human pedestrian
31 scale and movement, and to encourage interest at the
32 street level. "Human scale" is best achieved when the
33 street-to-building height ratio is 1:2 and does not exceed
34 1:3. (e.g. if the street is 24 feet wide, building height should
35 not exceed 72 feet)

36
37 (7) All service and loading areas shall be entirely screened
38 from view.

39
40 (8) Sidewalk sales and/or tent sales with temporary
41 displays shall be permitted immediately adjacent to the
42 business for no more than fourteen days in any one
43 calendar year provided that all required permits are
44 obtained and a traffic management and parking plan are
45 presented to, and approved by, the traffic engineering
46 department prior to events.

47
48 (9) Outdoor dining. Outdoor dining and seating shall be
49 permitted. Dining areas shall be properly designated and

1 appropriately separated from public walkways and streets
2 using attractive materials such as railings, opaque wrought
3 iron fences, landscaping, or other suitable material.
4 Designated outdoor dining areas adjacent to public right-
5 of-way shall allow a minimum unobstructed sidewalk of six
6 feet along the public right-of-way.

7
8 3. Accessory Structures. All accessory structures shall be located in the
9 rear or side area and be a minimum of 5 feet inside the property
10 boundary. All accessory structures shall meet the County landscaping,
11 buffering, and screening requirements and shall use the same materials,
12 color, and/or style of the primary façade if visible to the public from any
13 road, driveway, right-of-way, or similar.

14
15 4. Landscaping.

16
17 a. See Section 7.01.00.

18
19 b. It is the proposed intent of this ordinance to encourage water
20 conservation through proper plant selection, installation and
21 maintenance practices. All commercial and industrial projects shall
22 submit a landscape plan as part of the development review
23 criteria. The plan will include plant species proposed, location of
24 all plant material, including areas proposed for sod, areas of
25 natural vegetation to be protected, and an irrigation plan. Native
26 plant species are required. Sabal palm is considered a native
27 plant species.

28
29 5. Buffers and screening of outdoor storage. See section 7.01.06 of this
30 Code except the following revisions shall be applied to the Barrancas
31 Redevelopment Area Overlay District.

32
33 a. Section 7.01.06.D.2. Type. Only fencing (may or may not be
34 opaque) or walls made of concrete or stucco may supplement
35 buffers. Specifically, old garage doors and pieces of tin do not
36 qualify for fencing or wall materials; and

37
38 b. Section 7.01.06.E. Screening of outdoor storage. Opaque
39 fencing shall mean chain link fence with slats, privacy wooden
40 fence, or privacy PVC/vinyl fence. A six-foot concrete or stucco
41 wall may also be used to screen outdoor storage.

42
43 6. Natural features. Natural features shall be protected and integrated into
44 site design/development where possible. The applicant shall demonstrate
45 how the development protects and incorporates existing vegetation.

46
47 7. Crime prevention through environmental design. Crime Prevention
48 Through Environmental Design (CPTED) principles shall be used when
49 designing any element within the district, including but not limited to site

1 design, buildings, street design, signs, landscaping and parking. The
2 following CPTED guidelines shall be considered when designing any
3 element within the district.

4
5 a. *Territoriality.* All building entrances, parking areas, pathways
6 and other elements should incorporate appropriate features that
7 express ownership. The use of these features shall not conflict
8 with the need for natural surveillance.

9
10 b. *Natural surveillance.* The site layout, building and landscape
11 design shall promote the principles of natural surveillance.
12 Physical features and activities should be oriented and designed
13 in ways that maximize the ability to see throughout the site.

14
15 c. *Activity support.* The site layout and building design should
16 encourage legitimate activity in public spaces.

17
18 d. *Access control.* To discourage crime, entrances and exits
19 should be located and designed in a manner that incorporates
20 natural surveillance techniques and area control measures.

21 8. *Signs.*

22
23
24 a. See Article 8.

25
26 b. The choice of building signage shall be compatible with the
27 intent of this district and shall not have an adverse visual impact
28 on surrounding properties.

29
30 c. Free-standing on-premises signs shall be "human scaled".
31 There shall be only one such sign per parcel and it shall not
32 exceed 100 square feet per sign face and 12 feet in height; in the
33 case of multi-use parcels, the sign shall not exceed 299 square
34 feet. The sign face shall have colors, materials and lighting that
35 are compatible with the general pattern existing in the Barrancas
36 Redevelopment Area Overlay District. Freestanding signs shall be
37 limited to monument signs. Attached signs or shingles may be
38 permitted for individual businesses in a multi-use building. Such
39 signs shall not exceed 20 square feet per sign face.

40
41 d. Billboards or pole signs are not permitted in this overlay district.

42 9. *Locational criteria.* See Section 7.20.02.

43
44
45 10. *Exceptions.* Financial hardship alone is not a basis to grant an
46 exception; however, it is recognized that there may be circumstances that
47 require a departure from the requirements in this overlay district in order
48 to be feasible. Possible grounds to be considered for granting exceptions
49 to the ordinance include, but not limited to:

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- a. Safety
- b. Unique site or building characteristics
- c. Standards would have a negative effect on the use of the property
- d. Public benefit

GRAPHIC LINK: Barrancas Overlay District

6.07.03. Brownsville Overlay District

A. Intent and purpose of district. The Brownsville Overlay District is intended to provide an enhanced level of protection to the unique and historic character of the Brownsville Community Redevelopment District thereby furthering the objectives of the Brownsville Community Redevelopment Plan. This is a zoning overlay and the regulations herein expand upon the existing zoning district regulations otherwise imposed on individual parcels within the district.

B. Applicability. This zoning overlay district applies to all zoned properties within the Brownsville Community Redevelopment District.

C. Relationship to underlying zoning. All of the use listings and site design requirements of the underlying zoning districts shall continue to apply.

D. Permitted uses. Mixed-use developments, defined as where non-residential and residential uses occupy the same building. The non-residential use(s) shall contain the first or bottom floor and the residential use(s) contain the second or upper floor(s).

E. Prohibited uses.

- 1. Off-premises signs.
- 2. Mobile homes and manufactured homes. (This does not prohibit the construction of modular homes; see Article 3 of this code.)
- 3. Mobile home/manufactured home parks.

F. Uses requiring management plan submittal. The following uses shall require submission of a management plan to the CRA prior to development approval. The CRA must be notified of any amendments to a submitted management plan.

- 1. Retail sale of alcohol for off-premises consumption.
- 2. Bars and nightclubs.

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3. Pawn shops and check cashing services.

4. Commercial amusement arcades, including billiard parlors and game machine arcades.

5. Automotive uses (including car sales, automobile rental agencies, car washes, auto repair facilities, tire sales, etc.).

6. Truck, utility trailer, and RV rental service or facility.

7. Portable food vendors.

8. Tattoo parlors.

9. Welding shops located in C-1 zoning districts.

G. Management plan. The applicant shall submit a management plan that addresses the following:

1. Proposed hours of operations.

2. Other similar properties managed by the applicant, if applicable.

3. Explanation of any franchise agreement.

H. Rezoning. Surrounding uses, whether conforming or non-conforming should not be taken into consideration for the rezoning rationale.

I. Non-residential site and building requirements.

1. Building height. New buildings, additions and redeveloped buildings shall complement the existing pattern of building heights. Buildings in the overlay district may not exceed 45 feet in height.

2. Building design.

a. Setbacks. New construction shall be setback from Mobile Highway and Cervantes Street a distance similar to adjacent buildings unless customer parking is provided adjacent to any of these streets in support of Crime Prevention through Environmental Design (CPTED). Exceptions may be granted if the setback is pedestrian oriented and contributes to the quality and character of the streetscape.

b. Facades. A building more than 80 feet in width shall be divided into increments by incorporation of one of the following techniques, but not limited to:

1 (1). Divisions or breaks in materials

2
3 (2). Bay windows or the like

4
5 (3). Building setbacks

6
7 c. Rear façade. A minimum of 15 feet of the building's rear façade
8 facing a public right of way, parking area, or open space shall
9 consist of transparent materials. Reflective glass is prohibited as a
10 transparent material.

11
12 d. Materials and detailing. New buildings and structures, additions
13 and renovations shall be constructed to be long lasting and use
14 materials and detailing that maintain the distinct character and
15 harmony of the Brownsville Community Redevelopment District.
16 Aluminum, vinyl or metal material siding is prohibited on the
17 primary facades of buildings adjacent to public right of ways.

18
19 3. Accessory Structures. All accessory structures shall be located in the
20 rear or side area and be a minimum of 5 feet inside the property
21 boundary. All accessory structures shall meet the County landscaping,
22 buffering, and screening requirements and shall use the same materials,
23 color, and/or style of the primary façade if visible to the public from any
24 road, driveway, right-of-way, or similar.

25
26 4. Natural features. Natural features shall be protected and integrated into
27 site design/development where possible. The applicant shall demonstrate
28 how the development protects and incorporates existing vegetation.

29
30 5. Crime prevention through environmental design. Crime Prevention
31 Through Environmental Design (CPTED) principles shall be used when
32 designing any element within the district, including but not limited to site
33 design, buildings, street design, signs, landscaping and parking. The
34 following CPTED guidelines shall be considered when designing any
35 element within the district.

36
37 a. Territoriality. All building entrances, parking areas, pathways
38 and other elements should incorporate appropriate features that
39 express ownership. The use of these features shall not conflict
40 with the need for natural surveillance.

41
42 b. Natural surveillance. The site layout, building and landscape
43 design shall promote the principles of natural surveillance.
44 Physical features and activities should be oriented and designed
45 in ways that maximize the ability to see throughout the site.

46
47 c. Activity support. The site layout and building design should
48 encourage legitimate activity in public spaces.

1 d. Access control. To discourage crime, entrances and exits
2 should be located and designed in a manner that incorporates
3 natural surveillance techniques and area control measures.

4
5 6. Signs.

6
7 a. See Article 8.

8
9 b. The choice of building signage shall be compatible with the
10 intent of this district and shall not have an adverse visual impact
11 on surrounding properties.

12
13 c. Free-standing on-premises signs shall be "human scaled".
14 There shall be only one such sign per parcel and it shall not
15 exceed 100 square feet per sign face and 12 feet in height; in the
16 case of multi-use parcels, the sign shall not exceed 299 square
17 feet. The sign face shall have colors, materials and lighting that
18 are compatible with the general pattern existing in the Brownsville
19 Redevelopment Area Overlay District. Freestanding signs shall be
20 limited to monument signs. Attached signs or shingles may be
21 permitted for individual businesses in a multi-use building. Such
22 signs shall not exceed 20 square feet per sign face.

23
24 d. Signs cannot block or obstruct design details, windows, or
25 cornices of the building upon which they are placed.

26
27 7. Lighting. Lighting in the overlay district should serve to illuminate
28 facades entrances and signage to provide an adequate level of personal
29 safety while enhancing the aesthetic appeal of the buildings. Building and
30 signage lighting must be indirect, with the light source(s) hidden from
31 direct pedestrian and motorist view.

32
33 8. Parking. Parking in the overlay district must adequately serve the
34 users without detracting from the compact design that makes it a
35 successful commercial center

36
37 9. Off-street parking. Off-street parking must be located in the rear. If the
38 lot orientation cannot accommodate adequate rear parking, parking on
39 the side would then be permitted.

40
41 10. Landscaping.

42
43 a. See Section 7.01.00.

44
45 b. It is the proposed intent of this ordinance to encourage water
46 conservation through proper plant selection, installation and
47 maintenance practices. All commercial and industrial projects shall
48 submit a landscape plan as part of the development review
49 criteria. The plan will include plant species proposed, location of

1 all plant material, including areas proposed for sod, areas of
2 natural vegetation to be protected, and an irrigation plan. Native
3 plant species are required.

4
5 11. *Buffers and screening of outdoor storage.* The screening of outside
6 storage must use the same materials, color, and/or style as the primary
7 building in order to be architecturally compatible with the primary building
8 and the building it is adjacent to. All outside storage must be screened
9 from public view. If the outside storage area is separate from the building
10 it serves the following shall apply:

11
12 a. Section 7.01.06.D.2. *Type.* Only fencing (may or may not be
13 opaque) or walls made of concrete or stucco may supplement
14 buffers. Specifically, old garage doors and pieces of tin do not
15 qualify for fencing or wall materials; and

16
17 b. Section 7.01.06.E. *Screening of outdoor storage.* Opaque
18 fencing shall mean chain link fence with slats, privacy wooden
19 fence, or privacy PVC/vinyl fence. A six-foot concrete or stucco
20 wall may also be used to screen outdoor storage.

21
22 12. *Exceptions.* Financial hardship alone is not a basis to grant an
23 exception; however, it is recognized that there may be circumstances that
24 require a departure from the requirements in this overlay district in order
25 to be feasible. Possible grounds to be considered for granting exceptions
26 to the ordinance include, but not limited to:

27
28 a. *Safety*

29
30 b. *Unique site or building characteristics*

31
32 c. *Standards would have a negative effect on the use of the*
33 *property*

34
35 d. *Public benefit*

36
37 **GRAPHIC LINK: Brownsville Overlay District**

38
39 **6.07.04. Englewood Overlay District**

40
41 A. *Intent and purpose of district.* The Englewood Overlay District is intended to
42 provide an enhanced level of protection to the unique and historic character of
43 the Englewood Community Redevelopment District thereby furthering the
44 objectives of the Englewood Community Redevelopment Plan. This is a zoning
45 overlay and the regulations herein expand upon the existing zoning district
46 regulations otherwise imposed on individual parcels within the district.

1 B. *Applicability.* This zoning overlay district applies to all zoned properties within
2 the Englewood Community Redevelopment District.

3
4 C. *Relationship to underlying zoning.* All of the use listings and site design
5 requirements of the underlying zoning districts shall continue to apply.

6
7 D. *Permitted uses.* Mixed-use developments, defined as where non-residential
8 and residential uses occupy the same building. The non-residential use(s) shall
9 contain the first or bottom floor and the residential use(s) contain the second or
10 upper floor(s).

11
12 E. *Prohibited uses.*

- 13
14 1. Off-premises signs.
- 15
16 2. Mobile homes and manufactured homes. (This does not prohibit the
17 construction of modular homes; see Article 3 of this code.)
- 18
19 3. Mobile home/manufactured home parks.

20
21 F. *Uses requiring management plan submittal.* The following uses shall require
22 submission of a management plan to the CRA prior to development approval.
23 The CRA must be notified of any amendments to a submitted management plan.

- 24
25 1. Retail sale of alcohol for off-premises consumption.
- 26
27 2. Bars and nightclubs.
- 28
29 3. Pawn shops and check cashing services.
- 30
31 4. Commercial amusement arcades, including billiard parlors and game
32 machine arcades.
- 33
34 5. Automotive uses (including car sales, automobile rental agencies, car
35 washes, auto repair facilities, tire sales, etc.).
- 36
37 6. Truck, utility trailer, and RV rental service or facility.
- 38
39 7. Portable food vendors.
- 40
41 8. Tattoo parlors.
- 42
43 9. Welding shops located in C-1 zoning districts.

44
45 G. *Management plan.* The applicant shall submit a management plan that
46 addresses the following:

- 47
48 1. Proposed hours of operations.

2. Other similar properties managed by the applicant, if applicable.

3. Explanation of any franchise agreement.

H. Rezoning. Surrounding uses, whether conforming or non-conforming should not be taken into consideration for the rezoning rationale.

I. Non-residential site and building requirements.

1. Building height. New buildings, additions and redeveloped buildings shall complement the existing pattern of building heights. Buildings in the overlay district may not exceed 45 feet in height.

2. Building design.

a. Setbacks. New construction shall be setback from a distance similar to adjacent buildings unless customer parking is provided adjacent to any of these streets in support of Crime Prevention through Environmental Design (CPTED). Exceptions may be granted if the setback is pedestrian oriented and contributes to the quality and character of the streetscape.

b. Facades. A building more than 80 feet in width shall be divided into increments by incorporation of one of the following techniques, but not limited to:

(1). Divisions or breaks in materials

(2). Bay windows or the like

(3). Building setbacks

c. Rear façade. A minimum of 15 feet of the buildings rear façade facing a public right of way, parking area, or open space shall consist of transparent materials. Reflective glass is prohibited as a transparent material.

d. Materials and detailing. New buildings and structures, additions and renovations shall be constructed to be long lasting and use materials and detailing that maintain the distinct character and harmony of the Englewood Community Redevelopment District. Aluminum, vinyl or metal material siding is prohibited on the primary facades of buildings adjacent to public right of ways.

3. Accessory Structures. All accessory structures shall be located in the rear or side area and be a minimum of 5 feet inside the property boundary. All accessory structures shall meet the County landscaping, buffering, and screening requirements and shall use the same materials,

1 color, and/or style of the primary façade if visible to the public from any
2 road, driveway, right-of-way, or similar.

3
4 4. Natural features. Natural features shall be protected and integrated into
5 site design/development where possible. The applicant shall demonstrate
6 how the development protects and incorporates existing vegetation.

7
8 5. Crime prevention through environmental design. Crime Prevention
9 Through Environmental Design (CPTED) principles shall be used when
10 designing any element within the district, including but not limited to site
11 design, buildings, street design, signs, landscaping and parking. The
12 following CPTED guidelines shall be considered when designing any
13 element within the district.

14
15 a. Territoriality. All building entrances, parking areas, pathways
16 and other elements should incorporate appropriate features that
17 express ownership. The use of these features shall not conflict
18 with the need for natural surveillance.

19
20 b. Natural surveillance. The site layout, building and landscape
21 design shall promote the principles of natural surveillance.
22 Physical features and activities should be oriented and designed
23 in ways that maximize the ability to see throughout the site.

24
25 c. Activity support. The site layout and building design should
26 encourage legitimate activity in public spaces.

27
28 d. Access control. To discourage crime, entrances and exits
29 should be located and designed in a manner that incorporates
30 natural surveillance techniques and area control measures.

31
32 6. Signs.

33
34 a. See Article 8.

35
36 b. The choice of building signage shall be compatible with the
37 intent of this district and shall not have an adverse visual impact
38 on surrounding properties.

39
40 c. Free-standing on-premises signs shall be "human scaled".
41 There shall be only one such sign per parcel and it shall not
42 exceed 100 square feet per sign face and 12 feet in height; in the
43 case of multi-use parcels, the sign shall not exceed 299 square
44 feet. The sign face shall have colors, materials and lighting that
45 are compatible with the general pattern existing in the Englewood
46 Redevelopment Area Overlay District. Freestanding signs shall be
47 limited to monument signs. Attached signs or shingles may be
48 permitted for individual businesses in a multi-use building. Such
49 signs shall not exceed 20 square feet per sign face.

1
2 d. Signs cannot block or obstruct design details, windows, or
3 cornices of the building upon which they are placed.
4

5 7. Lighting. Lighting in the overlay district should serve to illuminate
6 facades entrances and signage to provide an adequate level of personal
7 safety while enhancing the aesthetic appeal of the buildings. Building and
8 signage lighting must be indirect, with the light source(s) hidden from
9 direct pedestrian and motorist view.

10
11 8. Parking. Parking in the overlay district must adequately serve the
12 users without detracting from the compact design that makes it a
13 successful commercial center
14

15 9. Off-street parking. Off-street parking must be located in the rear. If the
16 lot orientation cannot accommodate adequate rear parking, parking on
17 the side would then be permitted.
18

19 10. Landscaping.
20

21 a. See Section 7.01.00.
22

23 b. It is the proposed intent of this ordinance to encourage water
24 conservation through proper plant selection, installation and
25 maintenance practices. All commercial and industrial projects shall
26 submit a landscape plan as part of the development review
27 criteria. The plan will include plant species proposed, location of
28 all plant material, including areas proposed for sod, areas of
29 natural vegetation to be protected, and an irrigation plan. Native
30 plant species are required.
31

32 11. Buffers and screening of outdoor storage. The screening of outside
33 storage must use the same materials, color, and/or style as the primary
34 building in order to be architecturally compatible with the primary building
35 and the building it is adjacent to. All outside storage must be screened
36 from public view. If the outside storage area is separate from the building
37 it serves the following shall apply:
38

39 a. Section 7.01.06.D.2. Type. Only fencing (may or may not be
40 opaque) or walls made of concrete or stucco may supplement
41 buffers. Specifically, old garage doors and pieces of tin do not
42 qualify for fencing or wall materials; and
43

44 b. Section 7.01.06.E. Screening of outdoor storage. Opaque
45 fencing shall mean chain link fence with slats, privacy wooden
46 fence, or privacy PVC/vinyl fence. A six-foot concrete or stucco
47 wall may also be used to screen outdoor storage.
48

1 12. Exceptions. Financial hardship alone is not a basis to grant an
2 exception; however, it is recognized that there may be circumstances that
3 require a departure from the requirements in this overlay district in order
4 to be feasible. Possible grounds to be considered for granting exceptions
5 to the ordinance include, but not limited to:

6
7 a. Safety

8
9 b. Unique site or building characteristics

10
11 c. Standards would have a negative effect on the use of the
12 property

13
14 d. Public benefit

15
16 **GRAPHIC LINK: Englewood Overlay District**

17
18 6.07.05. Palafox Overlay District

19
20 A. Intent and purpose of district. The Palafox Overlay District is intended to
21 provide an enhanced level of protection to the mixed use character of the Palafox
22 Community Redevelopment District thereby furthering the objectives of the
23 Palafox Community Redevelopment Plan. The Palafox Overlay District is rather
24 diverse with the amount of commercially and industrially zoned properties
25 blended with isolated neighborhood-type residentially zoned properties. This is a
26 zoning overlay and the regulations herein expand upon the existing zoning
27 district regulations otherwise imposed on individual parcels within the district.

28
29 B. Applicability. This zoning overlay district applies to all zoned properties within
30 the Palafox Community Redevelopment District.

31
32 C. Relationship to underlying zoning. All of the use listings and site design
33 requirements of the underlying zoning districts shall continue to apply.

34
35 D. Permitted uses. Mixed-use developments, defined as where non-residential
36 and residential uses occupy the same building. The non-residential use(s) shall
37 contain the first or bottom floor and the residential use(s) contain the second or
38 upper floor(s).

39
40 E. Prohibited uses.

41
42 1. Mobile homes and manufactured homes. (This does not prohibit the
43 construction of modular homes; see Article 3 of this code.)

44
45 2. Mobile home/manufactured home parks.
46

1 F. Uses requiring management plan submittal. The following uses shall submit a
2 management plan to the CRA prior to development approval. The CRA must be
3 notified of any amendments to a submitted management plan.
4

5 1. Retail sale of alcohol for off-premises consumption.

6
7 2. Bars and nightclubs.

8
9 3. Pawn shops and check cashing services.

10
11 4. Commercial amusement arcades, including billiard parlors and game
12 machine arcades.

13
14 5. Automotive uses (including car sales, automobile rental agencies, car
15 washes, auto repair facilities, tire sales, etc.).

16
17 6. Truck, utility trailer, and RV rental service or facility.

18
19 7. Portable food vendors.

20
21 8. Welding shops located in C-1 zoning districts.
22

23 G. Management plan. The applicant shall submit a management plan that
24 addresses the following:
25

26 1. Proposed hours of operations.

27
28 2. Other similar properties managed by the applicant, if applicable.

29
30 3. Explanation of any franchise agreement.
31

32 H. Rezoning. Surrounding uses, whether conforming or non-conforming should
33 not be taken into consideration for the rezoning rationale.
34

35 I. Non-residential site and building requirements.
36

37 1. Building height. New buildings, additions and redeveloped buildings
38 shall complement the existing pattern of building heights. Buildings in the
39 overlay district may not exceed 45 feet in height.
40

41 2. Building design.
42

43 a. Setbacks. New construction shall be setback from a distance
44 similar to adjacent buildings unless customer parking is provided
45 adjacent to any of these streets in support of Crime Prevention
46 through Environmental Design (CPTED). Exceptions may be
47 granted if the setback is pedestrian oriented and contributes to the
48 quality and character of the streetscape.
49

1 b. Facades. A building more than 80 feet in width shall be divided
2 into increments by incorporation of one of the following
3 techniques, but not limited to:

4
5 (1). Divisions or breaks in materials

6
7 (2). Bay windows or the like

8
9 (3). Building setbacks

10
11 c. Rear façade. A minimum of 15 feet of the buildings rear façade
12 facing a public right of way, parking area, or open space shall
13 consist of transparent materials. Reflective glass is prohibited as a
14 transparent material.

15
16 d. Materials and detailing. New buildings and structures, additions
17 and renovations shall be constructed to be long lasting and use
18 materials and detailing that maintain the distinct character and
19 harmony of the Palafox Community Redevelopment District.
20 Aluminum, vinyl or metal material siding is prohibited on the
21 primary facades of buildings adjacent to public right of ways.

22
23 3. Accessory Structures. All accessory structures shall be located in the
24 rear or side area and be a minimum of 5 feet inside the property
25 boundary. All accessory structures shall meet the County landscaping,
26 buffering, and screening requirements and shall use the same materials,
27 color, and/or style of the primary façade if visible to the public from any
28 road, driveway, right-of-way, or similar.

29
30 4. Natural features. Natural features shall be protected and integrated into
31 site design/development where possible. The applicant shall demonstrate
32 how the development protects and incorporates existing vegetation.

33
34 5. Crime prevention through environmental design. Crime Prevention
35 Through Environmental Design (CPTED) principles shall be used when
36 designing any element within the district, including but not limited to site
37 design, buildings, street design, signs, landscaping and parking. The
38 following CPTED guidelines shall be considered when designing any
39 element within the district.

40
41 a. Territoriality. All building entrances, parking areas, pathways
42 and other elements should incorporate appropriate features that
43 express ownership. The use of these features shall not conflict
44 with the need for natural surveillance.

45
46 b. Natural surveillance. The site layout, building and landscape
47 design shall promote the principles of natural surveillance.
48 Physical features and activities should be oriented and designed
49 in ways that maximize the ability to see throughout the site.

1
2 c. Activity support. The site layout and building design should
3 encourage legitimate activity in public spaces.

4
5 d. Access control. To discourage crime, entrances and exits
6 should be located and designed in a manner that incorporates
7 natural surveillance techniques and area control measures.

8
9 6. Signs.

10
11 a. See Article 8.

12
13 b. The choice of building signage shall be compatible with the
14 intent of this district and shall not have an adverse visual impact
15 on surrounding properties.

16
17 c. Free-standing on-premises signs shall be "human scaled".
18 There shall be only one such sign per parcel and it shall not
19 exceed 100 square feet per sign face and 12 feet in height; in the
20 case of multi-use parcels, the sign shall not exceed 299 square
21 feet. The sign face shall have colors, materials and lighting that
22 are compatible with the general pattern existing in the Palafox
23 Redevelopment Area Overlay District. Freestanding signs shall be
24 limited to monument signs. Attached signs or shingles may be
25 permitted for individual businesses in a multi-use building. Such
26 signs shall not exceed 20 square feet per sign face.

27
28 d. Signs cannot block or obstruct design details, windows, or
29 cornices of the building upon which they are placed.

30
31 7. Lighting. Lighting in the overlay district should serve to illuminate
32 facades entrances and signage to provide an adequate level of personal
33 safety while enhancing the aesthetic appeal of the buildings. Building and
34 signage lighting must be indirect, with the light source(s) hidden from
35 direct pedestrian and motorist view.

36
37 8. Parking. Parking in the overlay district must adequately serve the
38 users without detracting from the compact design that makes it a
39 successful commercial center

40
41 9. Off-street parking. Off-street parking must be located in the rear. If the
42 lot orientation cannot accommodate for adequate rear parking, parking on
43 the side would then be permitted.

44
45 10. Landscaping.

46
47 a. See Section 7.01.00.

1 b. It is the proposed intent of this ordinance to encourage water
2 conservation through proper plant selection, installation and
3 maintenance practices. All commercial and industrial projects shall
4 submit a landscape plan as part of the development review
5 criteria. The plan will include plant species proposed, location of
6 all plant material, including areas proposed for sod, areas of
7 natural vegetation to be protected, and an irrigation plan. Native
8 plant species are required.

9
10 11. *Buffers and screening of outdoor storage.* The screening of outside
11 storage must use the same materials, color, and/or style as the primary
12 building in order to be architecturally compatible with the primary building
13 and the building it is adjacent to. All outside storage must be screened
14 from public view. If the outside storage area is separate from the building
15 it serves the following shall apply:

16
17 a. Section 7.01.06.D.2. *Type.* Only fencing (may or may not be
18 opaque) or walls made of concrete or stucco may supplement
19 buffers. Specifically, old garage doors and pieces of tin do not
20 qualify for fencing or wall materials; and

21
22 b. Section 7.01.06.E. *Screening of outdoor storage.* Opaque
23 fencing shall mean chain link fence with slats, privacy wooden
24 fence, or privacy PVC/vinyl fence. A six-foot concrete or stucco
25 wall may also be used to screen outdoor storage.

26
27 12. *Exceptions.* Financial hardship alone is not a basis to grant an
28 exception; however, it is recognized that there may be circumstances that
29 require a departure from the requirements in this overlay district in order
30 to be feasible. Possible grounds to be considered for granting exceptions
31 to the ordinance include, but not limited to:

32
33 a. Safety

34
35 b. Unique site or building characteristics

36
37 c. Standards would have a negative effect on the use of the
38 property

39
40 d. Public benefit

41
42 **GRAPHIC LINK: Palafox Overlay District**

43
44 6.07.026. *Scenic Highway Overlay District.*

45
46 *A. Intent, boundaries and purpose of the district.* This district is intended to
47 protect the unique scenic vista and environmental resources of the Scenic
48 Highway Corridor and adjacent Escambia Bay shoreline. This is an overlay
49 district and the regulations herein expand upon existing R-1, R-2, R-3, R-6, C-1,

1 and/or ID-1 zoning district regulations otherwise imposed on individual parcels
2 within the corridor. The district overlays all parcels adjacent to the Pensacola
3 Scenic Bluffs Highway corridor on the west side of the highway and all of the
4 property between the Pensacola Scenic Bluffs Highway and the Escambia Bay
5 on the east side of the highway, for approximately five miles from the city limit of
6 Pensacola along Scenic Highway continuing along Highway 90 to the bridge over
7 the Escambia River at the Santa Rosa County line. A generalized map of the
8 Scenic Highway Overlay district is depicted in Figure 2; however, it is not the
9 official zoning map and should be used only for preliminary determination of the
10 application of the overlay zone. The purpose of the district is to alleviate harmful
11 effects of on-site generated erosion and runoff caused by clearing natural
12 vegetation and changing existing contours of the land, and to ensure the
13 preservation of the bluffs, wetland areas and scenic views along the bay and
14 assure continued public access to the views along the corridor. Views are an
15 amenity and human appreciation of views is reflected in both private property
16 values and the overall general welfare of the community.

17
18 B. *Permitted uses.* See underlay zoning districts.

19
20 C. *Lot coverage.* Maximum area land coverage by all structures, parking areas,
21 driveways and all other impervious surfaces shall not exceed 50 percent of the
22 gross site area.

23
24 D. *Setback.* All structures shall be located a minimum of 50 feet from the Scenic
25 Highway right-of-way unless precluded by lot configuration or topography.

26
27 E. *Building separation.* The minimum distance between structures shall be 15
28 feet and there shall be at least 100 feet between a multifamily structure (including
29 hotels and motels) and single-family dwellings.

30
31 F. *Pedestrian-bicycle.* The intent of the corridor management plan is to provide a
32 multiuse path on the east side of Scenic Highway the full length of the corridor at
33 the maximum distance possible from the roadway pavement, within the right-of-
34 way. During the site review process the staff will work with the applicant to
35 maximize the innovative integration of a path extension, into the project, outside
36 of the right-of-way on public property or on easements donated by private
37 property owners.

38
39 G. *Building heights.* Buildings between the Scenic Highway and Escambia Bay
40 shall have a maximum height of 35 feet as measured at the average finished
41 grade elevation of the lot above mean sea level (MSL). Nonresidential uses can
42 exceed the height limit only with conditional use approval by the board of
43 adjustment. In addition to the other conditional use criteria, the requested height
44 must be found not to interfere with the scenic attractiveness of the location as
45 viewed from any plausible direction. In addition, for structures over 35 feet in
46 height, for every two feet in height over 35 feet, there shall be an additional one
47 foot of front and side setback at the ground level.

48
49 H. *Tree protection.*

1
2 1. A canopy road tree protection zone is hereby established for all land
3 within 20 feet of the right of way of Scenic Highway and Highway 90 to
4 the Santa Rosa County line. No person or agency shall cut, remove, trim
5 or in any way damage any tree in any canopy tree protection zone without
6 a permit. Except in unique cases, such pruning shall not remove more
7 than 30 percent of the existing tree material. Utility companies are not
8 permitted to prune more than 30 percent of the existing tree canopy.
9

10 2. Heritage Oak trees shall be prescribed.

11
12 3. Clearing of natural vegetation within the corridor shall require a land
13 disturbing permit and is generally prohibited except for the minimum area
14 needed for construction of allowable structures or view enhancement.
15

16 I. Landscaping.

17
18 1. For developments subject to section 7.01.00, a minimum ten-foot wide
19 landscaped strip shall be required along the Scenic Highway frontage,
20 and shall contain one tree for every 35 linear feet of frontage. The trees
21 shall be tall enough so that a six-foot view shed exists at planting.
22 Preservation of existing plant communities within the required landscaped
23 areas can be used to satisfy this requirement.
24

25 2. Orientation of commercial buildings shall be away from residential
26 development within or adjacent to the district. Layout of parking and
27 service areas, access, landscaping, yards, courts, walls, signs, lighting
28 and control of noise and other potentially adverse influences shall be
29 such as to promote protection of such residential development, and will
30 include adequate buffering.
31

32 J. Fences. See section 7.04.00. No fence may be solid. No chain link fence shall
33 be located between Scenic Highway and the principal building. Any other type of
34 fence in this area shall not exceed three feet. Where single story structures are
35 higher than the roadbed, there should be no wall, fence, structure or plant
36 material located between the front building line and the roadbed that will obstruct
37 the view from automobiles on the scenic route.
38

39 K. Structure location. Whether a conditional use or site planning review, all
40 structures will be reviewed to assure conformance with the following criteria:
41

42 1. The location shall afford maximum views of the bay from the street
43 right-of-way.
44

45 2. The location shall minimize impact on the natural bluff and plant
46 material (other than pruning to enhance views).
47

48 3. Provide underground utilities.
49

GRAPHIC LINK: Scenic Highway Overlay District

Section 4. Severability.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by 125.68, Fla. Stat. (2012); and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. Effective Date.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this _____ day of _____, 2012.

**BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA**

**By: _____
Wilson B. Robertson, Chairman**

**ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court**

**By: _____
Deputy Clerk**

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

H:\Community & Environment Bureau\Divisions\Community Redevelopment Agency\Projects\ LDC Ordinances\CRA Overlays Ordinance\BCC 08-23-12\Art. 2, 3 & 6 Community Redevelopment Ordinance Draft 4A

ORDINANCE NUMBER 2012 - _____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 2, "ADMINISTRATION," CREATING SECTION 2.14.00, TO INCLUDE LANGUAGE DEFINING THE COMMUNITY REDEVELOPMENT AGENCY, AND TO INCLUDE GENERAL STANDARDS FOR THE COMMUNITY REDEVELOPMENT DISTRICTS; AMENDING ARTICLE 3, "DEFINITIONS," SECTION 3.02.00 CREATING THE DEFINITION OF AN OVERLAY DISTRICT; AMENDING ARTICLE 6, "ZONING DISTRICTS," SECTION 6.07.00, TO DELETE THE RA-1(OL) BARRANCAS REDEVELOPMENT OVERLAY DISTRICT, THE C-3(OL) WARRINGTON COMMERCIAL OVERLAY DISTRICT, AND THE C-4(OL) BROWNSVILLE-MOBILE HIGHWAY AND "T" STREET COMMERCIAL OVERLAY DISTRICT, AND CREATE THE WARRINGTON, BARRANCAS, BROWNSVILLE, ENGLEWOOD AND PALAFOX OVERLAY DISTRICTS; AND TO AMEND THE SCENIC HIGHWAY OVERLAY DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the intent of this Ordinance is to include language defining the purpose of the Community Redevelopment Agency, and to include general standards for the Community Redevelopment District;

WHEREAS, this Ordinance creates a definition for "overlay district;"

WHEREAS, this Ordinance deletes the RA-1(OL) Barrancas Redevelopment Overlay District, the C-3(OL) Warrington Commercial Overlay District, and the C-4(OL) Brownsville-Mobile Highway and "T" Street commercial overlay district; and,

WHEREAS, this Ordinance creates the Warrington, Barrancas, Brownsville, Englewood and Palafox Overlay Districts for sound economic development and efficient growth management of the Community Redevelopment Districts, and amends the Scenic Highway Overlay District by simply relocating within the Ordinance for clarity purposes.

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

Section 1. Part III of the Escambia County Code of Ordinances (1999) the Land Development Code of Escambia County, Article 2, "Administration" Section 2.14.00 is hereby created as follows:

2.14.00. Community Redevelopment Agency.

This article implements the goals, objectives and policies set forth in the Comprehensive Plan related to community redevelopment in Escambia County.

2.14.01. *Legislative intent for the Community Redevelopment Agency.* The Escambia County Community Redevelopment Agency (CRA) refers to the public entity created by the Board of County Commissioners through the 1995 Community Redevelopment Strategy and functions within the County government. The strategy was developed in response to the State of Florida's Community Redevelopment Act enacted in 1969 (Chapter 163, Part III, Florida Statutes).

The Florida Legislature amended the Community Redevelopment Act on July 1, 1977, to allow governments to use tax increment financing (TIF) funding as a tool for redevelopment. The BCC has adopted individual TIF funds for each designated Palafox, Englewood, Brownsville, Warrington, Barrancas community redevelopment districts to utilize the revenues from the sale of tax increment bonds for specific projects aimed at redeveloping areas defined as eligible under the community redevelopment regulations.

2.14.02 *Implementation of CRA Plans and Overlay Districts.* The CRA and all other County divisions shall implement the recommendations of the Palafox, Englewood, Brownsville, Warrington, Barrancas and Cantonment Redevelopment Plans, in which the plans drive the enhancement efforts for each individual community redevelopment district. These plans provide guidance enhancing the district's quality of life, encouraging private sector reinvestment, promoting sound economic development principles and providing recommendations for public sector enhancement opportunities such as capital improvement projects. The CRA shall determine compliance with the overlay regulations particularly as it pertains to the uses as well as the site and building requirements, and determine whether exceptions to the overlay district standards may be granted.

Section 2. Part III of the Escambia County Code of Ordinances (1999) the Land Development Code of Escambia County, Article 3, "Definitions", Section 3.02.00 is hereby amended as follows:

3.02.00. Terms defined.

Overlay district. An overlay district is a professionally accepted planning tool for establishing development restrictions on land within a defined geographic area or characterized by specific physical features or site conditions. Overlay districts are typically superimposed over one or more underlying conventional zoning districts in order to address areas of community interest that warrant special consideration such as historic preservation, area enhancement, or protection of a particular resource(s); however, overlay districts may also be used as stand-alone regulations to manage development in desired areas of the community.

Section 3. Part III of the Escambia County Code of Ordinances (1999) the Land Development Code of Escambia County, Article 6, "Zoning Districts", Section 6.07.00 is hereby amended as follows:

6.07.00. Overlay districts (general).

Intent and purpose of district. This special overlay section is intended to provide an enhanced level of protection for land areas which provide primary access (gateways) to

(1) major military installations, (2) redevelopment area commercial corridors, and (3) the unique scenic vista and environmental resources of the county.

6.07.01. C-3(OL) Warrington commercial overlay district.

A. Intent and purpose of district. This special performance district is intended to provide an enhanced level of protection for land uses in those commercial corridors which (1) are located within the Warrington Redevelopment Area, and (2) provide primary access (gateways) to the two major military installations. This is an overlay district and the regulations herein expand upon the existing C-1 and/or C-2 zoning district regulations otherwise imposed on individual parcels within the commercial corridor.

B. Applicability. This overlay district applies to all C-1 or C-2 zoned properties indicated on the zoning map as C-3OL. A generalized map of the C-4(OL) District is depicted in Figure 1; however, it is not the official zoning map and should be used only for preliminary determination of the application of the overlay zone.

C-3(OL) Warrington Commercial Overlay District

C. Relationship to underlying zoning. All of the use listings and site design requirements of the underlying C-1 and C-2 commercial districts shall continue to apply. This C-3(OL) district adds one prohibited use and adds to the list of uses that shall require conditional use review and approval by the board of adjustment. The conditional use review shall require a finding of fact on both those performance standards listed in section 2.05.03 of this Code and the additional performance standards listed in F., G., and H. below.

D. Prohibited uses. Portable food vendors.

E. Use requiring special conditional use review.

1. Convenience stores.
2. Retail sale of alcohol for off-premises consumption.
3. Bars and nightclubs.
4. Tattoo parlors.
5. Pawn shops and check cashing services.
6. Commercial amusement arcades, including billiard parlors and game machine arcades.
7. Automotive uses (including car sales, automobile rental agencies, car washes, auto repair facilities, tire sales, etc.).
8. Truck, utility trailer, and RV rental service or facility.

F. Performance standards.

~~1. *Building and sign design.* The choice of building materials, colors and building signage shall be compatible with the intent of this district and shall not have an adverse visual impact on surrounding properties of the two nearby Navy installations.~~

~~2. *Color and materials.* Colors shall be compatible with the general pattern existing on the commercial corridors within the Warrington area.~~

~~G. *Conditional use performance standards.* The department of growth management urban design planner or community redevelopment agency redevelopment specialist shall provide a staff assessment for the board of adjustment (BOA) based upon the following criteria, and the BOA shall make findings of fact relative to the following conditional use standards in addition to those in F.1. above and article 2 of this Code:~~

~~1. *Distance.* At least 500 feet shall separate any two uses of the same kind or, for automotive uses, of a similar kind as listed in E. above. For example, a car wash shall be separated from any other car wash by a distance of at least 500 feet. This shall be measured from the closest point of the building facade of the use.~~

~~2. *Freestanding on-premises signs.* There shall be only one such sign per parcel and it shall not exceed 100 square feet per sign face and 25 feet in height; in the case of multiuse parcels, the sign shall not exceed 200 square feet. The sign face shall have colors, materials and lighting that are compatible with the general pattern existing on the commercial corridors within the Warrington area.~~

~~3. *Management plan.* The applicant shall submit a management plan that addresses the following:~~

~~a. Proposed hours of operations.~~

~~b. Other similar properties managed by the applicant, now or in the past.~~

~~c. Explanation of any franchise agreement.~~

~~H. *C-2 performance standards.* Any project within this overlay district which is zoned C-2 General Commercial shall be subject to the following special design standards:~~

~~1. *Landscaping.* For developments subject to section 7.01.00 a minimum ten-foot wide landscaped strip shall be required on all roadway frontages, and shall contain one tree and ten shrubs for every 35 linear feet of frontage. Preservation of existing plant communities within the~~

~~required landscaped areas can be used to satisfy this requirement. Buffers required adjacent to residential districts shall include a minimum of two trees and 15 shrubs for every 35 linear feet of required buffer area.~~

~~2. *Vehicular use areas.* Areas other than public rights-of-way, designed to be used for parking, storage of vehicles for rent or sales, or movement of vehicular traffic, shall be separated by a five-foot landscaped strip from any boundary of the property on which the vehicular use area is located. This landscaped strip shall consist of shrubs or ground covers with a minimum mature height of 24 inches and a maximum height of 30 inches. Plant material shall be spaced 18 inches to 24 inches apart, depending on their mature size.~~

~~3. *Parking lots.* Interior parking areas shall have one landscape island containing at least one tree and shrubs or ground covers as per the above specifications, for every eight continuous spaces.~~

~~4. *Irrigation system.*~~

~~a. An irrigation system shall be installed for all landscaped areas of the site.~~

~~b. All irrigation materials used shall be ASTM approved.~~

~~c. All irrigation systems shall include rain sensors.~~

~~5. *Existing development.* Notwithstanding section 7.00.01.B., any C-2 change of use that applies for approval within this overlay district must meet the above standards as well as those of section 7.01.05.~~

~~6.07.02. *Scenic highway overlay district.*~~

~~A. *Intent, boundaries and purpose of the district.* This district is intended to protect the unique scenic vista and environmental resources of the Scenic Highway Corridor and adjacent Escambia Bay shoreline. This is an overlay district and the regulations herein expand upon existing R-1, R-2, R-3, R-6, C-1, and/or ID-1 zoning district regulations otherwise imposed on individual parcels within the corridor. The district overlays all parcels adjacent to the Pensacola Scenic Bluffs Highway corridor on the west side of the highway and all of the property between the Pensacola Scenic Bluffs Highway and the Escambia Bay on the east side of the highway, for approximately five miles from the city limit of Pensacola along Scenic Highway continuing along Highway 90 to the bridge over the Escambia River at the Santa Rosa County line. A generalized map of the Scenic Highway Overlay district is depicted in Figure 2; however, it is not the official zoning map and should be used only for preliminary determination of the application of the overlay zone. The purpose of the district is to alleviate harmful effects of on-site generated erosion and runoff caused by clearing~~

natural vegetation and changing existing contours of the land, and to ensure the preservation of the bluffs, wetland areas and scenic views along the bay and assure continued public access to the views along the corridor. Views are an amenity and human appreciation of views is reflected in both private property values and the overall general welfare of the community.

B. Permitted uses. See underlay zoning districts.

C. Lot coverage. Maximum area land coverage by all structures, parking areas, driveways and all other impervious surfaces shall not exceed 50 percent of the gross site area.

D. Setback. All structures shall be located a minimum of 50 feet from the Scenic Highway right-of-way unless precluded by lot configuration or topography.

E. Building separation. The minimum distance between structures shall be 15 feet and there shall be at least 100 feet between a multifamily structure (including hotels and motels) and single-family dwellings.

F. Pedestrian-bicycle. The intent of the corridor management plan is to provide a multiuse path on the east side of Scenic Highway the full length of the corridor at the maximum distance possible from the roadway pavement, within the right-of-way. During the site review process the staff will work with the applicant to maximize the innovative integration of a path extension, into the project, outside of the right-of-way on public property or on easements donated by private property owners.

G. Building heights. Buildings between the Scenic Highway and Escambia Bay shall have a maximum height of 35 feet as measured at the average finished grade elevation of the lot above mean sea level (MSL). Nonresidential uses can exceed the height limit only with conditional use approval by the board of adjustment. In addition to the other conditional use criteria, the requested height must be found not to interfere with the scenic attractiveness of the location as viewed from any plausible direction. In addition, for structures over 35 feet in height, for every two feet in height over 35 feet, there shall be an additional one foot of front and side setback at the ground level.

H. Tree protection.

1. A canopy road tree protection zone is hereby established for all land within 20 feet of the right of way of Scenic Highway and Highway 90 to the Santa Rosa County line. No person or agency shall cut, remove, trim or in any way damage any tree in any canopy tree protection zone without a permit. Except in unique cases, such pruning shall not remove more than 30 percent of the existing tree material. Utility companies are not permitted to prune more than 30 percent of the existing tree canopy.

~~2. Heritage Oak trees shall be prescribed.~~

~~3. Clearing of natural vegetation within the corridor shall require a land disturbing permit and is generally prohibited except for the minimum area needed for construction of allowable structures or view enhancement.~~

~~I. Landscaping.~~

~~1. For developments subject to section 7.01.00, a minimum ten-foot wide landscaped strip shall be required along the Scenic Highway frontage, and shall contain one tree for every 35 linear feet of frontage. The trees shall be tall enough so that a six-foot view shed exists at planting. Preservation of existing plant communities within the required landscaped areas can be used to satisfy this requirement.~~

~~2. Orientation of commercial buildings shall be away from residential development within or adjacent to the district. Layout of parking and service areas, access, landscaping, yards, courts, walls, signs, lighting and control of noise and other potentially adverse influences shall be such as to promote protection of such residential development, and will include adequate buffering.~~

~~J. Fences. See section 7.04.00. No fence may be solid. No chain link fence shall be located between Scenic Highway and the principal building. Any other type of fence in this area shall not exceed three feet. Where single story structures are higher than the roadbed, there should be no wall, fence, structure or plant material located between the front building line and the roadbed that will obstruct the view from automobiles on the scenic route.~~

~~K. Structure location. Whether a conditional use or site planning review, all structures will be reviewed to assure conformance with the following criteria:~~

~~1. The location shall afford maximum views of the bay from the street right-of-way.~~

~~2. The location shall minimize impact on the natural bluff and plant material (other than pruning to enhance views).~~

~~3. Provide underground utilities.~~

~~6.07.03. C-4(OL) Brownsville-Mobile Highway and "T" Street commercial overlay district.~~

~~A. Intent and purpose of district. This special performance district is intended to provide an enhanced level of protection to the prime commercial corridor of the~~

~~Brownsville Redevelopment Area thereby furthering the objectives of the redevelopment plan. This is an overlay and the regulations herein expand upon existing R-6, C-1 and/or C-2 zoning district regulations otherwise imposed on individual parcels within the commercial corridor.~~

~~*B. Applicability.* This overlay district applies to all R-6, C-1, C-2, or ID-1 zoned properties along the Mobile Highway corridor approximately between "W" Street and Seaton Lane and to all C-2 zoned properties along the "T" Street corridor bounded on the north by Fairfield Drive, on the east by "S" Street, on the south by Blount Street, and on the west by "V" Street indicated on the "Exhibit 1: C-4(OL) zoning map" and incorporated by reference herein. A generalized map of the C-4(OL) District is depicted in Figure 3; however, it is not the official zoning map and should be used only for preliminary determination of the application of the overlay zone.~~

~~*C. Relationship to underlying zoning.* All of the use listings and site design requirements of the underlying R-6, C-1, C-2, and ID-1 commercial or industrial districts shall continue to apply. This C-4(OL) district adds one prohibited use and adds to the list of uses that shall require conditional use review and approval by the Board of Adjustment. The conditional use review shall require a finding of fact on both those performance standards listed in section 2.05.03 of the Code and the additional performance standards listed in F. and G. below.~~

~~*D. Prohibited uses.* Off-premises [signs].~~

~~*E. Uses requiring special conditional use review.*~~

- ~~1. Convenience stores.~~
- ~~2. Retail sale of alcohol for off-premises consumption.~~
- ~~3. Bars and nightclubs.~~
- ~~4. Pawn shops and check cashing services.~~
- ~~5. Commercial amusement arcades, including billiard parlors and game machine arcades.~~
- ~~6. Automotive uses (including used car sales, automobile rental agencies, car washes, auto repair facilities, tire sales, etc.).~~
- ~~7. Truck, utility trailer, and RV rental service or facility.~~
- ~~8. Portable food vendors.~~

~~9. Any new building that is more than 15 percent taller than any building on an adjacent parcel.~~

~~10. Tattoo parlors.~~

~~11. Welding shops located in C-1 zoning districts prior to March 1, 2004.~~

~~F. Performance standards.~~

~~1. Building and sign design. The choice of building materials, colors and building signage shall be compatible with the intent of this district. Buildings shall incorporate "human scale" design. Such design is proportioned to reflect pedestrian scale and movement, and to encourage interest at the street level.~~

~~a. Orientation. Wherever feasible, buildings shall be "street-oriented" to create a desirable pedestrian environment between the building and the street. Street orientation should include entrances, storefronts, and display windows facing Mobile Highway, Cervantes Street, or "T" Street. If the rear of the building any of these streets, the rear of the building must have a pseudo-storefront.~~

~~b. Color and materials. Colors shall be compatible with the general pattern existing on the Mobile Highway and "T" Street commercial corridors.~~

~~c. Setback. New construction shall be setback from Mobile Highway, Cervantes Street, or "T" Street a distance similar to adjacent buildings unless customer parking is provided adjacent to any of these streets in support of Crime Prevention Through Environmental Design (CPTED).~~

~~G. Conditional use performance standards. The department of growth management urban design planner or community redevelopment agency redevelopment specialist shall provide a staff assessment for the board of adjustment (BOA) based upon the following criteria, and the BOA shall make findings of fact relative to the following conditional use standards in addition to those in F.1.a., b., and c. cited above and article 2 of this Code:~~

~~1. Distance. At least 500 feet shall separate any two uses of the same kind or, for automotive uses, of a similar kind as listed in E. above. For example, a car wash shall be separated from any other car wash by a distance of least 500 feet. This shall be measured from the closest point on the building facade of the use.~~

~~2. *Freestanding on-premises signs.* There shall be only one such sign per parcel and it shall not exceed 100 square feet per sign face and 25 feet in height; in the case of multiuse parcels, the sign shall not exceed 200 square feet. The sign face shall have colors, materials and lighting that are compatible with the general pattern existing on the Mobile Highway and "T" Street commercial corridors.~~

~~3. *Management plan.* The applicant shall submit a management plan the addresses the following:~~

~~a. Proposed hours of operations.~~

~~b. Other similar properties managed by the applicant, now or in the past.~~

~~c. Explanation of any franchise agreement.~~

~~6.07.04. *RA-1(OL) Barrancas Redevelopment Area Overlay District.*~~

~~A. *Intent and purpose of the district.* This district is intended to provide an enhanced level of protection for land uses, which are located in the Barrancas Redevelopment Area, and to protect the unique environmental resources of Bayou Chico. This is an overlay district and the regulations herein expand upon the existing R-1, R-2, R-3, R-4, R-6, C-1, and WMU underlying districts otherwise imposed on individual parcels within the Redevelopment Area. The purpose of this district is to (1) alleviate the harmful effects of industrial pollutants entering and degrading the quality of Bayou Chico and (2) enhance the character of the area, which has been changed by the realignment of Barrancas Avenue, through appropriate land use controls.~~

~~B. *Applicability.* This overlay district applies to all R-1, R-2, R-3, R-4, R-6, C-1, and WMU zoned properties indicated on "Exhibit 1, RA-1(OL) Barrancas Redevelopment Area Overlay District" zoning map, which is incorporated by reference herein and is reflected in the official zoning maps. A generalized map of the RA-1(OL) District is depicted in Figure 4 attached to Ordinance No. 2006-_____; however, it is not the official zoning map and should be used only for preliminary determination of the application of the overlay zone.~~

~~C. *Relationship to underlying zoning.* All of the use listings and site design requirements of the underlying R-1, R-2, R-3, R-4, R-6, C-1 and WMU districts shall continue to apply unless modified by the following:~~

~~D. *Permitted uses.*~~

~~1. Antique shops allowed in R-6 and C-1 underlying zoning districts.~~

~~2. Bed and breakfast inns, as licensed under F.S. ch. 509, allowed in R-4, R-6, C-1, and WMU underlying zoning districts.~~

~~3. Multifamily residential developments, allowed in R-4, R-6, C-1, and WMU underlying zoning districts, consisting of three (3) or more attached units are required to be condominium developments pursuant to the Condominium Act, F.S. ch. 718. This does not apply to single-family attached homes such as duplexes, townhomes, or rowhouses.~~

~~E. Conditional uses.~~

~~1. Private clubs and lodges.~~

~~2. Automobile repair shops, including indoor repair and restoration (not including painting) for ignition, fuel, brake and suspension systems or similar uses and sale of related products necessary for automobile repair, gross floor area not to exceed 6,000 square feet. Outside repair and/or storage and automotive painting is prohibited.~~

~~F. Prohibited uses.~~

~~1. Automobile service stations that include the sale of gasoline. Outside repair and/or storage and automotive painting is prohibited.~~

~~2. Boarding and lodging houses, or other similar uses.~~

~~3. Commercial boat storage, except in the underlying WMU district.~~

~~4. Commercial RV Storage.~~

~~5. Campgrounds.~~

~~6. Carnival-type amusements and amusement arcades.~~

~~7. Fortune tellers, palm readers, psychics, etc.~~

~~8. Mini-warehouses.~~

~~9. Mobile homes and manufactured homes.~~

~~10. Off-premises signs, billboards and other sign structures erected, located and maintained as provided for in article 8 of this Code.~~

~~11. Pawn shops.~~

~~12. Used clothing deposit box.~~

~~13. Wholesale and/or distribution warehousing except in WMU underlying zoning district.~~

~~G. Site and building requirements.~~

~~1. Building height. Except for properties within the WMU zoning district, no building or structure shall exceed 45 feet in height as defined in section 3.00.01 of this Code. Height for buildings with pitched roofs shall be measured to the bottom of the eaves. If a lower height is specified in an underlying zoning district, the lower height shall prevail.~~

~~2. Building design.~~

~~a. The choice of building materials and colors shall be compatible with the intent of this district and shall not have an adverse visual impact on surrounding properties.~~

~~b. For R-3 and R-4 zoning districts buildings shall be "street-oriented" to create a desirable pedestrian environment between the building and the street. Street orientation is defined as having a clear and visible orientation to the street. Street orientation should include:~~

~~(1) Garages. For residential uses, there shall be no front facing garages unless they are setback an additional ten feet from the primary front facade and do not exceed 25 percent of the street facing building facade. If the lot width is forty feet or less, the 25 percent requirement shall not apply. All other garages must face the side or rear of the parcel.~~

~~(2) Front entry. The front facade shall include the primary entry door, be street facing, and include a porch or stoop.~~

~~(a) Front porches. Front porches shall be a minimum six feet deep and ten feet wide. The scale of the front porch should be in scale with the primary facade.~~

~~(b) Stoops. Stoops provide connections to building entrances or porches where residential buildings are elevated above grade. Stoops shall be a minimum of five feet wide.~~

(3) Off-street parking. All off-street parking shall be located in the rear of the building that faces the public street or within a garage. For single-family detached housing, off-street parking can be located in a carport, driveway or garage.

c. For R-6 and C-1 zoning districts buildings shall be "street-oriented" to create a desirable pedestrian environment between the building and the street. Street orientation is defined as having a clear and visible orientation to the street. Street orientation should include:

(1) Front and side setback lines should be consistent with adjacent structures. Rear setbacks shall be as required by the underlying zoning district. Where setback lines are not clearly established, buildings shall be built to within ten (10) feet of property lines.

(2) Buildings shall be oriented so that the principal facade is parallel or nearly parallel to the streets they face. On corner sites, buildings shall occupy the corner.

(3) Walkways that lead to front doors, separate from the driveway are encouraged.

(4) Entrances shall be well lit, visible from the street and easily accessible.

(5) Off-street parking.

(a) For residential uses, all off-street parking shall be located in the rear of the building that faces the public street or within a garage. For single-family detached housing, off-street parking can be located in a carport, driveway or garage. There shall be no front-facing garages unless they are setback an additional ten feet from the primary front facade and do not exceed 25 percent of the street-facing building facade. If the lot width is forty feet or less, the 25 percent requirement shall not apply.

(b) For commercial uses, off-street parking areas shall be located on the side or rear of the building unless a shared central parking facility is developed through an easement or common ownership among contiguous properties. Curbcuts shall be limited to one 20-foot access

~~point for a shared central parking facility. Liner buildings or landscaping shall be used to screen parking from the street.~~

~~(c) Walkways shall be included in off-street parking areas.~~

~~(6) Buildings shall incorporate "human scale" design. That is, designed in proportions to reflect human pedestrian scale and movement, and to encourage interest at the street level. "Human scale" is best achieved when the street-to-building height ratio is 1:2 and does not exceed 1:3. (e.g. if the street is 24 feet wide, building height should not exceed 72 feet)~~

~~(7) All service and loading areas shall be entirely screened from view.~~

~~(8) Sidewalk sales and/or tent sales with temporary displays shall be permitted immediately adjacent to the business for no more than fourteen days in any one calendar year provided that all required permits are obtained and a traffic management and parking plan are presented to, and approved by, the traffic engineering department prior to events.~~

~~(9) Outdoor dining. Outdoor dining and seating shall be permitted. Dining areas shall be properly designated and appropriately separated from public walkways and streets using attractive materials such as railings, opaque wrought iron fences, landscaping, or other suitable material. Designated outdoor dining areas adjacent to public right-of-way shall allow a minimum unobstructed sidewalk of six feet along the public right-of-way.~~

~~3. Landscaping.~~

~~a. See section 7.01.00 of this Code.~~

~~b. It is the proposed intent of this ordinance to encourage water conservation through proper plant selection, installation and maintenance practices. All commercial and industrial projects shall submit a landscape plan as part of the development review criteria. The plan will include plant species proposed, location of all plant material, including areas proposed for sod, areas of natural vegetation to be protected, and an irrigation plan. Native plant species are required. Sabal palm is considered a native plant species.~~

~~4. *Buffers and screening of outdoor storage.* See section 7.01.06 of this Code except the following revisions shall be applied to the RA-1(OL) Barrancas Redevelopment Area Overlay District.~~

~~a. Section 7.01.06.D.2. *Type.* Only fencing (may or may not be opaque) or walls made of concrete or stucco may supplement buffers. Specifically, old garage doors and pieces of tin do not qualify for fencing or wall materials; and~~

~~b. Section 7.01.06.E. *Screening of outdoor storage.* Opaque fencing shall mean chain link fence with slats, privacy wooden fence, or privacy PVC/vinyl fence. A six-foot concrete or stucco wall may also be used to screen outdoor storage.~~

~~5. *Natural features.* Natural features shall be protected and integrated into site design/development where possible. The applicant shall demonstrate how the development protects and incorporates existing vegetation.~~

~~6. *Crime prevention through environmental design.* Crime Prevention Through Environmental Design (CPTED) principles shall be used when designing any element within the RA-1(OL) District, including but not limited to site design, buildings, street design, signs, landscaping and parking. The following CPTED guidelines should be considered when designing any element within the RA-1 (OL) District.~~

~~a. *Territoriality.* All building entrances, parking areas, pathways and other elements should incorporate appropriate features that express ownership. The use of these features shall not conflict with the need for natural surveillance.~~

~~b. *Natural surveillance.* The site layout, building and landscape design shall promote the principles of natural surveillance. Physical features and activities should be oriented and designed in ways that maximize the ability to see throughout the site.~~

~~c. *Activity support.* The site layout and building design should encourage legitimate activity in public spaces.~~

~~d. *Access control.* To discourage crime, entrances and exits should be located and designed in a manner that incorporates natural surveillance techniques and area control measures.~~

~~7. *Signs.*~~

~~a. See article 8 of this Code.~~

~~b. The choice of building signage shall be compatible with the intent of this district and shall not have an adverse visual impact on surrounding properties.~~

~~c. Free-standing on-premises signs shall be "human scaled". There shall be only one such sign per parcel and it shall not exceed 100 square feet per sign face and 12 feet in height; in the case of multi-use parcels, the sign shall not exceed 299 square feet. The sign face shall have colors, materials and lighting that are compatible with the general pattern existing in the Barrancas Redevelopment Area Overlay District. Freestanding signs shall be limited to monument signs. Attached signs or shingles may be permitted for individual businesses in a multi-use building. Such signs shall not exceed 20 square feet per sign face.~~

~~d. Billboards or pole signs are not permitted in this overlay district.~~

~~8. *Locational criteria.* See section 7.20.02 of this Code.~~

6.07.01. Warrington Overlay District.

A. *The intent and purpose.* The Warrington Overlay District is intended to provide an enhanced level of protection for land uses and provide primary access (gateways) to the two major military installations located within the Warrington Community Redevelopment District. This is a zoning overlay district and the regulations herein expand upon the existing zoning district regulations otherwise imposed on individual parcels within the Warrington Community Redevelopment District.

B. *Applicability.* This zoning overlay district applies to all zoned properties located in the Warrington Community Redevelopment District.

C. *Relationship to underlying zoning.* All of the use listings and site design requirements of the underlying zoning districts shall continue to apply unless modified by the following:

D. *Permitted uses.* Mixed-use developments, defined as where non-residential and residential uses occupy the same building. The non-residential use(s) shall contain the first or bottom floor and the residential use(s) contain the second or upper floor(s).

E. *Prohibited uses.*

1. *Portable food vendors.*

2. Mobile homes and manufactured homes. (This does not prohibit the construction of modular homes; see Article 3 of this code.)

3. Mobile home/manufactured home parks.

F. Uses requiring management plan submittal. The following uses shall require submission of a management plan to the CRA prior to development approval. The CRA must be notified of any amendments to a submitted management plan.

1. Convenience stores.

2. Tattoo Parlors.

3. Retail sale of alcohol for off-premises consumption.

4. Bars and nightclubs.

5. Pawn shops and check cashing services.

6. Commercial amusement arcades, including billiard parlors and game machine arcades.

7. Automotive uses (including car sales, automobile rental agencies, car washes, auto repair facilities, tire sales, etc.).

8. Truck, utility trailer, and RV rental service or facility.

G. Management plan. The applicant shall submit a management plan that addresses the following:

1. Proposed hours of operations.

2. Other similar properties managed by the applicant, if applicable.

3. Explanation of any franchise agreement.

H. Rezoning. The following rezoning requests shall be prohibited:

1. Rezoning of C-1 properties to a more intense zoning district if located on an arterial roadway.

2. Surrounding uses, whether conforming or non-conforming should not be taken into consideration for the rezoning rationale.

I. Non-residential site and building requirements.

1. Building height. New buildings, additions and redeveloped buildings shall complement the existing pattern of building heights. Buildings in the overlay district may not exceed 45 feet in height.

2. Building design.

a. Setbacks. New construction must maintain the existing alignment of facades along the street front. Exceptions may be granted if the setback is pedestrian oriented and contributes to the quality and character of the streetscape.

b. Facades. A building more than 80 feet in width shall be divided into increments by incorporation of one of the following techniques, but not limited to:

(1). Divisions or breaks in materials

(2). Bay windows or the like

(3). Building setbacks

c. Rear façade. A minimum of 15 feet of the building's rear façade facing a public right of way, parking area, or open space shall consist of transparent materials. Reflective glass is prohibited as a transparent material.

d. Materials and detailing. New buildings and structures, additions and renovations shall be constructed to be long lasting and use materials and detailing that maintain the distinct character and harmony of the Warrington Community Redevelopment District. Aluminum, vinyl or metal material siding is prohibited on the primary facades of buildings adjacent to public right of ways.

e. Awnings. Awnings are encouraged to enhance the character of Warrington while providing sun protection for display windows, shelter for pedestrians, and a sign panel for businesses.

3. Accessory Structures. All accessory structures shall be located in the rear or side area and be a minimum of 5 feet inside the property boundary. All accessory structures shall meet the County landscaping, buffering, and screening requirements and shall use the same materials, color, and/or style of the primary façade if visible to the public from any road, driveway, right-of-way, or similar.

4. Natural features. Natural features shall be protected and integrated into site design/development where possible. The applicant shall demonstrate how the development protects and incorporates existing vegetation.

5. Crime prevention through environmental design. Crime Prevention Through Environmental Design (CPTED) principles shall be used when designing any element within the district, including but not limited to site design, buildings, street design, signs, landscaping and parking. The following CPTED guidelines shall be considered when designing any element within the district.

a. Territoriality. All building entrances, parking areas, pathways and other elements should incorporate appropriate features that express ownership. The use of these features shall not conflict with the need for natural surveillance.

b. Natural surveillance. The site layout, building and landscape design shall promote the principles of natural surveillance. Physical features and activities should be oriented and designed in ways that maximize the ability to see throughout the site.

c. Activity support. The site layout and building design should encourage legitimate activity in public spaces.

d. Access control. To discourage crime, entrances and exits should be located and designed in a manner that incorporates natural surveillance techniques and area control measures.

6. Signs.

a. See Article 8.

b. The choice of building signage shall be compatible with the intent of this district and shall not have an adverse visual impact on surrounding properties.

c. Free-standing on-premises signs shall be "human scaled". There shall be only one such sign per parcel and it shall not exceed 100 square feet per sign face and 12 feet in height; in the case of multi-use parcels, the sign shall not exceed 299 square feet. The sign face shall have colors, materials and lighting that are compatible with the general pattern existing in the Warrington Redevelopment Area Overlay District. Freestanding signs shall be limited to monument signs. Attached signs or shingles may be permitted for individual businesses in a multi-use building. Such signs shall not exceed 20 square feet per sign face.

d. Signs cannot block or obstruct design details, windows, or cornices of the building upon which they are placed.

7. Lighting. Lighting in the overlay district should serve to illuminate facades entrances and signage to provide an adequate level of personal safety while enhancing the aesthetic appeal of the buildings. Building and signage lighting must be indirect, with the light source(s) hidden from direct pedestrian and motorist view.

8. Parking. Parking in the overlay district must adequately serve the users without detracting from the compact design that makes it a successful commercial center.

9. Off-street parking. Off-street parking must be located in the rear. If the lot orientation cannot accommodate adequate rear parking, parking on the side would then be permitted.

10. Landscaping.

a. See Section 7.01.00.

b. It is the proposed intent of this ordinance to encourage water conservation through proper plant selection, installation and maintenance practices. All commercial and industrial projects shall submit a landscape plan as part of the development review criteria. The plan will include plant species proposed, location of all plant material, including areas proposed for sod, areas of natural vegetation to be protected, and an irrigation plan. Native plant species are required.

11. Buffers and screening of outdoor storage. The screening of outside storage must use the same materials, color, and/or style as the primary building in order to be architecturally compatible with the primary building and the building it is adjacent to. All outside storage must be screened from public view. If the outside storage area is separate from the building it serves the following shall apply:

a. Section 7.01.06.D.2. Type. Only fencing (may or may not be opaque) or walls made of concrete or stucco may supplement buffers. Specifically, old garage doors and pieces of tin do not qualify for fencing or wall materials; and

b. Section 7.01.06.E. Screening of outdoor storage. Opaque fencing shall mean chain link fence with slats, privacy wooden fence, or privacy PVC/vinyl fence. A six-foot concrete or stucco wall may also be used to screen outdoor storage.

12. Exceptions. Financial hardship alone is not a basis to grant an exception; however, it is recognized that there may be circumstances that require a departure from the requirements in this overlay district in order to be feasible. Possible grounds to be considered for granting exceptions to the ordinance include, but not limited to:

a. Safety

b. Unique site or building characteristics

c. Standards would have a negative effect on the use of the property

d. Public benefit

J. C-2 performance standards. Any project within this overlay district that is zoned C-2 General Commercial shall be subject to the following design standards.

1. Landscaping. For developments subject to section 7.01.00 a minimum ten-foot wide landscaped strip shall be required on all roadway frontages, and shall contain one tree and ten shrubs for every 35 linear feet of frontage. Preservation of existing plant communities within the required landscaped areas can be used to satisfy this requirement. Buffers required adjacent to residential districts shall include a minimum of two trees and 15 shrubs for every 35 linear feet of required buffer area.

2. Vehicular use areas. Areas other than public rights-of-way, designed to be used for parking, storage of vehicles for rent or sales, or movement of vehicular traffic, shall be separated by a five-foot landscaped strip from any boundary of the property on which the vehicular use area is located. This landscaped strip shall consist of shrubs or ground covers with a minimum mature height of 24 inches and a maximum height of 30 inches. Plant material shall be spaced 18 inches to 24 inches apart, depending on their mature size.

3. Parking lots. Interior parking areas shall have one landscape island containing at least one tree and shrubs or ground covers as per the above specifications, for every eight contiguous spaces.

4. Irrigation system.

a. An irrigation system shall be installed for all landscaped areas of the site.

b. All irrigation materials used shall be ASTM approved.

c. All irrigation systems shall include rain sensors.

5. Existing development. Notwithstanding Section 7.00.01.B, any C-2 change of use that applies for approval within this zoning overlay district must meet the above standards as well as those of Section 7.01.05.

GRAPHIC LINK: Warrington Overlay District

6.07.02. Barrancas Overlay District

A. Intent and purpose of the district. The Barrancas Overlay District is intended to provide an enhanced level of protection for land uses that are located in the Barrancas Community Redevelopment District, and to protect the unique environmental resources of Bayou Chico. This is a zoning overlay district and the regulations herein expand upon the existing zoning district's regulations otherwise imposed on individual parcels within the Barrancas Community Redevelopment District. The purpose of this district is to alleviate the harmful effects of industrial pollutants entering and degrading the quality of Bayou Chico

and enhance the character of the area, which has been changed by the realignment of Barrancas Avenue, through appropriate land use controls.

B. *Applicability.* This zoning overlay district applies to all existing zoning districts located in the Barrancas Community Redevelopment District.

C. *Relationship to underlying zoning.* All of the use listings and site design requirements of the underlying zoning districts shall continue to apply unless modified by the following:

D. *Permitted uses.*

1. Antique shops allowed in R-6 and C-1 underlying zoning districts.
2. Bed and breakfast inns, as licensed under F.S. Ch. 509, allowed in R-4, R-6, C-1, and WMU underlying zoning districts.
3. Multifamily residential developments, allowed in R-4, R-6, C-1, and WMU underlying zoning districts, consisting of three (3) or more attached units are required to be condominium developments pursuant to the Condominium Act, F.S. Ch. 718. This does not apply to single-family attached homes such as duplexes, townhomes, or row houses.
4. Mixed-use developments, defined as where non-residential and residential uses occupy the same building. The non-residential use(s) shall contain the first or bottom floor and the residential use(s) contain the second or upper floor(s).

E. *Uses requiring management plan submittal.* The following uses shall require submission of a management plan to the CRA prior to development approval. The CRA must be notified of any amendments to a submitted management plan.

1. Private clubs and lodges.
2. Automobile repair shops, including indoor repair and restoration (not including painting) for ignition, fuel, brake and suspension systems or similar uses and sale of related products necessary for automobile repair, gross floor area not to exceed 6,000 square feet. Outside repair and/or storage and automotive painting is prohibited.

F. *Management plan.* The applicant shall submit a management plan that addresses the following:

1. Proposed hours of operations.
2. Other similar properties managed by the applicant, if applicable.
3. Explanation of any franchise agreement.

G. *Prohibited uses.*

1. Automobile service stations that include the sale of gasoline. Outside repair and/or storage and automotive painting is prohibited.
2. Boarding and lodging houses, or other similar uses.
3. Commercial boat storage, except in the underlying WMU district.
4. Commercial RV Storage.
5. Campgrounds.
6. Carnival-type amusements and amusement arcades.
7. Fortune tellers, palm readers, psychics, etc.
8. Mini-warehouses.
9. Mobile homes and manufactured homes. (This does not prohibit the construction of modular homes; see Article 3 of this code.)
10. Mobile home/manufactured home parks.
11. Off-premises signs, billboards and other sign structures erected, located and maintained as provided for in Article 8 of this Code.
12. Pawn shops.
13. Used clothing deposit box.
14. Wholesale and/or distribution warehousing except in WMU underlying zoning district.

H. Rezoning. Surrounding uses, whether conforming or non-conforming should not be taken into consideration for the rezoning rationale.

I. Site and building requirements.

1. Building height. Except for properties within the WMU zoning district, no building or structure shall exceed 45 feet in height as defined in Section 3.02.00. Height for buildings with pitched roofs shall be measured to the bottom of the eaves. If a lower height is specified in an underlying zoning district, the lower height shall prevail.

2. Building design.

a. The choice of building materials and colors shall be compatible with the intent of this district and shall not have an adverse visual impact on surrounding properties.

b. For R-3 and R-4 zoning districts buildings shall be "street-oriented" to create a desirable pedestrian environment between

the building and the street. Street orientation is defined as having a clear and visible orientation to the street. Street orientation should include:

(1) Garages. For residential uses, there shall be no front facing garages unless they are setback an additional eight feet from the primary front facade and do not exceed 25 percent of the street facing building facade. If the lot width is forty feet or less, the 25 percent requirement shall not apply. All other garages must face the side or rear of the parcel.

(2) Front entry. The front facade shall include the primary entry door, be street facing, and include a porch or stoop.

(a) Front porches. Front porches shall be a minimum six feet deep and ten feet wide. The scale of the front porch should be in scale with the primary facade.

(b) Stoops. Stoops provide connections to building entrances or porches where residential buildings are elevated above grade. Stoops shall be a minimum of five feet wide.

(3) Off-street parking. All off-street parking shall be located in the rear of the building that faces the public street or within a garage. For single-family detached residential dwellings, off street parking can be located in a carport, driveway or garage.

c. For R-6 and C-1 zoning districts buildings shall be "street-oriented" to create a desirable pedestrian environment between the building and the street. Street orientation is defined as having a clear and visible orientation to the street. Street orientation should include:

(1) Front and side setback lines should be consistent with adjacent structures. Rear setbacks shall be as required by the underlying zoning district. Where setback lines are not clearly established, buildings shall be built to within ten (10) feet of property lines.

(2) Buildings shall be oriented so that the principal facade is parallel or nearly parallel to the streets they face. On corner sites, buildings shall occupy the corner.

(3) Walkways that lead to front doors, separate from the driveway, are encouraged.

(4) Entrances shall be well lit, visible from the street and easily accessible.

(5) Off-street parking.

(a) For residential uses, all off-street parking shall be located in the rear of the building that faces the public street or within a garage. For single-family detached housing, off street parking can be located in a carport, driveway or garage. There shall be no front facing garages unless they are setback an additional ten feet from the primary front facade and do not exceed 25 percent of the street facing building facade. If the lot width is forty feet or less, the 25 percent requirement shall not apply.

(b) For commercial uses, off-street parking areas shall be located on the side or rear of the building unless a shared central parking facility is developed through an easement or common ownership among contiguous properties. Curb cuts shall be limited to one 20-foot access point for a shared central parking facility. Liner buildings or landscaping shall be used to screen parking from the street.

(c) Walkways shall be included in off-street parking areas.

(6) Buildings shall incorporate "human scale" design. That is, designed in proportions to reflect human pedestrian scale and movement, and to encourage interest at the street level. "Human scale" is best achieved when the street-to-building height ratio is 1:2 and does not exceed 1:3. (e.g. if the street is 24 feet wide, building height should not exceed 72 feet)

(7) All service and loading areas shall be entirely screened from view.

(8) Sidewalk sales and/or tent sales with temporary displays shall be permitted immediately adjacent to the business for no more than fourteen days in any one calendar year provided that all required permits are obtained and a traffic management and parking plan are presented to, and approved by, the traffic engineering department prior to events.

(9) Outdoor dining. Outdoor dining and seating shall be permitted. Dining areas shall be properly designated and appropriately separated from public walkways and streets using attractive materials such as railings, opaque wrought

iron fences, landscaping, or other suitable material. Designated outdoor dining areas adjacent to public right-of-way shall allow a minimum unobstructed sidewalk of six feet along the public right-of-way.

3. Accessory Structures. All accessory structures shall be located in the rear or side area and be a minimum of 5 feet inside the property boundary. All accessory structures shall meet the County landscaping, buffering, and screening requirements and shall use the same materials, color, and/or style of the primary façade if visible to the public from any road, driveway, right-of-way, or similar.

4. Landscaping.

a. See Section 7.01.00.

b. It is the proposed intent of this ordinance to encourage water conservation through proper plant selection, installation and maintenance practices. All commercial and industrial projects shall submit a landscape plan as part of the development review criteria. The plan will include plant species proposed, location of all plant material, including areas proposed for sod, areas of natural vegetation to be protected, and an irrigation plan. Native plant species are required. Sabal palm is considered a native plant species.

5. Buffers and screening of outdoor storage. See section 7.01.06 of this Code except the following revisions shall be applied to the Barrancas Redevelopment Area Overlay District.

a. Section 7.01.06.D.2. Type. Only fencing (may or may not be opaque) or walls made of concrete or stucco may supplement buffers. Specifically, old garage doors and pieces of tin do not qualify for fencing or wall materials; and

b. Section 7.01.06.E. Screening of outdoor storage. Opaque fencing shall mean chain link fence with slats, privacy wooden fence, or privacy PVC/vinyl fence. A six-foot concrete or stucco wall may also be used to screen outdoor storage.

6. Natural features. Natural features shall be protected and integrated into site design/development where possible. The applicant shall demonstrate how the development protects and incorporates existing vegetation.

7. Crime prevention through environmental design. Crime Prevention Through Environmental Design (CPTED) principles shall be used when designing any element within the district, including but not limited to site design, buildings, street design, signs, landscaping and parking. The following CPTED guidelines shall be considered when designing any element within the district.

a. Territoriality. All building entrances, parking areas, pathways and other elements should incorporate appropriate features that express ownership. The use of these features shall not conflict with the need for natural surveillance.

b. Natural surveillance. The site layout, building and landscape design shall promote the principles of natural surveillance. Physical features and activities should be oriented and designed in ways that maximize the ability to see throughout the site.

c. Activity support. The site layout and building design should encourage legitimate activity in public spaces.

d. Access control. To discourage crime, entrances and exits should be located and designed in a manner that incorporates natural surveillance techniques and area control measures.

8. Signs.

a. See Article 8.

b. The choice of building signage shall be compatible with the intent of this district and shall not have an adverse visual impact on surrounding properties.

c. Free-standing on-premises signs shall be "human scaled". There shall be only one such sign per parcel and it shall not exceed 100 square feet per sign face and 12 feet in height; in the case of multi-use parcels, the sign shall not exceed 299 square feet. The sign face shall have colors, materials and lighting that are compatible with the general pattern existing in the Barrancas Redevelopment Area Overlay District. Freestanding signs shall be limited to monument signs. Attached signs or shingles may be permitted for individual businesses in a multi-use building. Such signs shall not exceed 20 square feet per sign face.

d. Billboards or pole signs are not permitted in this overlay district.

9. Locational criteria. See Section 7.20.02.

10. Exceptions. Financial hardship alone is not a basis to grant an exception; however, it is recognized that there may be circumstances that require a departure from the requirements in this overlay district in order to be feasible. Possible grounds to be considered for granting exceptions to the ordinance include, but not limited to:

a. Safety

b. Unique site or building characteristics

c. Standards would have a negative effect on the use of the property

d. Public benefit

GRAPHIC LINK: Barrancas Overlay District

6.07.03. Brownsville Overlay District

A. Intent and purpose of district. The Brownsville Overlay District is intended to provide an enhanced level of protection to the unique and historic character of the Brownsville Community Redevelopment District thereby furthering the objectives of the Brownsville Community Redevelopment Plan. This is a zoning overlay and the regulations herein expand upon the existing zoning district regulations otherwise imposed on individual parcels within the district.

B. Applicability. This zoning overlay district applies to all zoned properties within the Brownsville Community Redevelopment District.

C. Relationship to underlying zoning. All of the use listings and site design requirements of the underlying zoning districts shall continue to apply.

D. Permitted uses. Mixed-use developments, defined as where non-residential and residential uses occupy the same building. The non-residential use(s) shall contain the first or bottom floor and the residential use(s) contain the second or upper floor(s).

E. Prohibited uses.

1. Off-premises signs.
2. Mobile homes and manufactured homes. (This does not prohibit the construction of modular homes; see Article 3 of this code.)
3. Mobile home/manufactured home parks.

F. Uses requiring management plan submittal. The following uses shall require submission of a management plan to the CRA prior to development approval. The CRA must be notified of any amendments to a submitted management plan.

1. Retail sale of alcohol for off-premises consumption.
2. Bars and nightclubs.
3. Pawn shops and check cashing services.
4. Commercial amusement arcades, including billiard parlors and game machine arcades.
5. Automotive uses (including car sales, automobile rental agencies, car washes, auto repair facilities, tire sales, etc.).

6. Truck, utility trailer, and RV rental service or facility.

7. Portable food vendors.

8. Tattoo parlors.

9. Welding shops located in C-1 zoning districts.

G. *Management plan.* The applicant shall submit a management plan that addresses the following:

1. Proposed hours of operations.

2. Other similar properties managed by the applicant, if applicable.

3. Explanation of any franchise agreement.

H. *Rezoning.* Surrounding uses, whether conforming or non-conforming should not be taken into consideration for the rezoning rationale.

I. *Non-residential site and building requirements.*

1. *Building height.* New buildings, additions and redeveloped buildings shall complement the existing pattern of building heights. Buildings in the overlay district may not exceed 45 feet in height.

2. *Building design.*

a. *Setbacks.* New construction shall be setback from Mobile Highway and Cervantes Street a distance similar to adjacent buildings unless customer parking is provided adjacent to any of these streets in support of Crime Prevention through Environmental Design (CPTED). Exceptions may be granted if the setback is pedestrian oriented and contributes to the quality and character of the streetscape.

b. *Facades.* A building more than 80 feet in width shall be divided into increments by incorporation of one of the following techniques, but not limited to:

(1). Divisions or breaks in materials

(2). Bay windows or the like

(3). Building setbacks

c. *Rear façade.* A minimum of 15 feet of the building's rear façade facing a public right of way, parking area, or open space shall consist of transparent materials. Reflective glass is prohibited as a transparent material.

d. *Materials and detailing.* New buildings and structures, additions and renovations shall be constructed to be long lasting and use materials and detailing that maintain the distinct character and harmony of the Brownsville Community Redevelopment District. Aluminum, vinyl or metal material siding is prohibited on the primary facades of buildings adjacent to public right of ways.

3. *Accessory Structures.* All accessory structures shall be located in the rear or side area and be a minimum of 5 feet inside the property boundary. All accessory structures shall meet the County landscaping, buffering, and screening requirements and shall use the same materials, color, and/or style of the primary façade if visible to the public from any road, driveway, right-of-way, or similar.

4. *Natural features.* Natural features shall be protected and integrated into site design/development where possible. The applicant shall demonstrate how the development protects and incorporates existing vegetation.

5. *Crime prevention through environmental design.* Crime Prevention Through Environmental Design (CPTED) principles shall be used when designing any element within the district, including but not limited to site design, buildings, street design, signs, landscaping and parking. The following CPTED guidelines shall be considered when designing any element within the district.

a. *Territoriality.* All building entrances, parking areas, pathways and other elements should incorporate appropriate features that express ownership. The use of these features shall not conflict with the need for natural surveillance.

b. *Natural surveillance.* The site layout, building and landscape design shall promote the principles of natural surveillance. Physical features and activities should be oriented and designed in ways that maximize the ability to see throughout the site.

c. *Activity support.* The site layout and building design should encourage legitimate activity in public spaces.

d. *Access control.* To discourage crime, entrances and exits should be located and designed in a manner that incorporates natural surveillance techniques and area control measures.

6. *Signs.*

a. See Article 8.

b. The choice of building signage shall be compatible with the intent of this district and shall not have an adverse visual impact on surrounding properties.

c. Free-standing on-premises signs shall be "human scaled". There shall be only one such sign per parcel and it shall not exceed 100 square feet per sign face and 12 feet in height; in the case of multi-use parcels, the sign shall not exceed 299 square feet. The sign face shall have colors, materials and lighting that are compatible with the general pattern existing in the Brownsville Redevelopment Area Overlay District. Freestanding signs shall be limited to monument signs. Attached signs or shingles may be permitted for individual businesses in a multi-use building. Such signs shall not exceed 20 square feet per sign face.

d. Signs cannot block or obstruct design details, windows, or cornices of the building upon which they are placed.

7. Lighting. Lighting in the overlay district should serve to illuminate facades entrances and signage to provide an adequate level of personal safety while enhancing the aesthetic appeal of the buildings. Building and signage lighting must be indirect, with the light source(s) hidden from direct pedestrian and motorist view.

8. Parking. Parking in the overlay district must adequately serve the users without detracting from the compact design that makes it a successful commercial center

9. Off-street parking. Off-street parking must be located in the rear. If the lot orientation cannot accommodate adequate rear parking, parking on the side would then be permitted.

10. Landscaping.

a. See Section 7.01.00.

b. It is the proposed intent of this ordinance to encourage water conservation through proper plant selection, installation and maintenance practices. All commercial and industrial projects shall submit a landscape plan as part of the development review criteria. The plan will include plant species proposed, location of all plant material, including areas proposed for sod, areas of natural vegetation to be protected, and an irrigation plan. Native plant species are required.

11. Buffers and screening of outdoor storage. The screening of outside storage must use the same materials, color, and/or style as the primary building in order to be architecturally compatible with the primary building and the building it is adjacent to. All outside storage must be screened from public view. If the outside storage area is separate from the building it serves the following shall apply:

a. Section 7.01.06.D.2. Type. Only fencing (may or may not be opaque) or walls made of concrete or stucco may supplement

buffers. Specifically, old garage doors and pieces of tin do not qualify for fencing or wall materials; and

b. Section 7.01.06.E. Screening of outdoor storage. Opaque fencing shall mean chain link fence with slats, privacy wooden fence, or privacy PVC/vinyl fence. A six-foot concrete or stucco wall may also be used to screen outdoor storage.

12. Exceptions. Financial hardship alone is not a basis to grant an exception; however, it is recognized that there may be circumstances that require a departure from the requirements in this overlay district in order to be feasible. Possible grounds to be considered for granting exceptions to the ordinance include, but not limited to:

a. Safety

b. Unique site or building characteristics

c. Standards would have a negative effect on the use of the property

d. Public benefit

GRAPHIC LINK: Brownsville Overlay District

6.07.04. Englewood Overlay District

A. Intent and purpose of district. The Englewood Overlay District is intended to provide an enhanced level of protection to the unique and historic character of the Englewood Community Redevelopment District thereby furthering the objectives of the Englewood Community Redevelopment Plan. This is a zoning overlay and the regulations herein expand upon the existing zoning district regulations otherwise imposed on individual parcels within the district.

B. Applicability. This zoning overlay district applies to all zoned properties within the Englewood Community Redevelopment District.

C. Relationship to underlying zoning. All of the use listings and site design requirements of the underlying zoning districts shall continue to apply.

D. Permitted uses. Mixed-use developments, defined as where non-residential and residential uses occupy the same building. The non-residential use(s) shall contain the first or bottom floor and the residential use(s) contain the second or upper floor(s).

E. Prohibited uses.

1. Off-premises signs.

2. Mobile homes and manufactured homes. (This does not prohibit the construction of modular homes; see Article 3 of this code.)

3. Mobile home/manufactured home parks.

F. Uses requiring management plan submittal. The following uses shall require submission of a management plan to the CRA prior to development approval. The CRA must be notified of any amendments to a submitted management plan.

1. Retail sale of alcohol for off-premises consumption.

2. Bars and nightclubs.

3. Pawn shops and check cashing services.

4. Commercial amusement arcades, including billiard parlors and game machine arcades.

5. Automotive uses (including car sales, automobile rental agencies, car washes, auto repair facilities, tire sales, etc.).

6. Truck, utility trailer, and RV rental service or facility.

7. Portable food vendors.

8. Tattoo parlors.

9. Welding shops located in C-1 zoning districts.

G. Management plan. The applicant shall submit a management plan that addresses the following:

1. Proposed hours of operations.

2. Other similar properties managed by the applicant, if applicable.

3. Explanation of any franchise agreement.

H. Rezoning. Surrounding uses, whether conforming or non-conforming should not be taken into consideration for the rezoning rationale.

I. Non-residential site and building requirements.

1. Building height. New buildings, additions and redeveloped buildings shall complement the existing pattern of building heights. Buildings in the overlay district may not exceed 45 feet in height.

2. Building design.

a. Setbacks. New construction shall be setback from a distance similar to adjacent buildings unless customer parking is provided adjacent to any of these streets in support of Crime Prevention through Environmental Design (CPTED). Exceptions may be

granted if the setback is pedestrian oriented and contributes to the quality and character of the streetscape.

b. Facades. A building more than 80 feet in width shall be divided into increments by incorporation of one of the following techniques, but not limited to:

(1). Divisions or breaks in materials

(2). Bay windows or the like

(3). Building setbacks

c. Rear façade. A minimum of 15 feet of the buildings rear façade facing a public right of way, parking area, or open space shall consist of transparent materials. Reflective glass is prohibited as a transparent material.

d. Materials and detailing. New buildings and structures, additions and renovations shall be constructed to be long lasting and use materials and detailing that maintain the distinct character and harmony of the Englewood Community Redevelopment District. Aluminum, vinyl or metal material siding is prohibited on the primary facades of buildings adjacent to public right of ways.

3. Accessory Structures. All accessory structures shall be located in the rear or side area and be a minimum of 5 feet inside the property boundary. All accessory structures shall meet the County landscaping, buffering, and screening requirements and shall use the same materials, color, and/or style of the primary façade if visible to the public from any road, driveway, right-of-way, or similar.

4. Natural features. Natural features shall be protected and integrated into site design/development where possible. The applicant shall demonstrate how the development protects and incorporates existing vegetation.

5. Crime prevention through environmental design. Crime Prevention Through Environmental Design (CPTED) principles shall be used when designing any element within the district, including but not limited to site design, buildings, street design, signs, landscaping and parking. The following CPTED guidelines shall be considered when designing any element within the district.

a. Territoriality. All building entrances, parking areas, pathways and other elements should incorporate appropriate features that express ownership. The use of these features shall not conflict with the need for natural surveillance.

b. Natural surveillance. The site layout, building and landscape design shall promote the principles of natural surveillance.

Physical features and activities should be oriented and designed in ways that maximize the ability to see throughout the site.

c. Activity support. The site layout and building design should encourage legitimate activity in public spaces.

d. Access control. To discourage crime, entrances and exits should be located and designed in a manner that incorporates natural surveillance techniques and area control measures.

6. Signs.

a. See Article 8.

b. The choice of building signage shall be compatible with the intent of this district and shall not have an adverse visual impact on surrounding properties.

c. Free-standing on-premises signs shall be "human scaled". There shall be only one such sign per parcel and it shall not exceed 100 square feet per sign face and 12 feet in height; in the case of multi-use parcels, the sign shall not exceed 299 square feet. The sign face shall have colors, materials and lighting that are compatible with the general pattern existing in the Englewood Redevelopment Area Overlay District. Freestanding signs shall be limited to monument signs. Attached signs or shingles may be permitted for individual businesses in a multi-use building. Such signs shall not exceed 20 square feet per sign face.

d. Signs cannot block or obstruct design details, windows, or cornices of the building upon which they are placed.

7. Lighting. Lighting in the overlay district should serve to illuminate facades entrances and signage to provide an adequate level of personal safety while enhancing the aesthetic appeal of the buildings. Building and signage lighting must be indirect, with the light source(s) hidden from direct pedestrian and motorist view.

8. Parking. Parking in the overlay district must adequately serve the users without detracting from the compact design that makes it a successful commercial center

9. Off-street parking. Off-street parking must be located in the rear. If the lot orientation cannot accommodate adequate rear parking, parking on the side would then be permitted.

10. Landscaping.

a. See Section 7.01.00.

b. It is the proposed intent of this ordinance to encourage water conservation through proper plant selection, installation and maintenance practices. All commercial and industrial projects shall submit a landscape plan as part of the development review criteria. The plan will include plant species proposed, location of all plant material, including areas proposed for sod, areas of natural vegetation to be protected, and an irrigation plan. Native plant species are required.

11. *Buffers and screening of outdoor storage.* The screening of outside storage must use the same materials, color, and/or style as the primary building in order to be architecturally compatible with the primary building and the building it is adjacent to. All outside storage must be screened from public view. If the outside storage area is separate from the building it serves the following shall apply:

a. Section 7.01.06.D.2. *Type.* Only fencing (may or may not be opaque) or walls made of concrete or stucco may supplement buffers. Specifically, old garage doors and pieces of tin do not qualify for fencing or wall materials; and

b. Section 7.01.06.E. *Screening of outdoor storage.* Opaque fencing shall mean chain link fence with slats, privacy wooden fence, or privacy PVC/vinyl fence. A six-foot concrete or stucco wall may also be used to screen outdoor storage.

12. *Exceptions.* Financial hardship alone is not a basis to grant an exception; however, it is recognized that there may be circumstances that require a departure from the requirements in this overlay district in order to be feasible. Possible grounds to be considered for granting exceptions to the ordinance include, but not limited to:

a. Safety

b. Unique site or building characteristics

c. Standards would have a negative effect on the use of the property

d. Public benefit

GRAPHIC LINK: Englewood Overlay District

6.07.05. Palafox Overlay District

A. *Intent and purpose of district.* The Palafox Overlay District is intended to provide an enhanced level of protection to the mixed use character of the Palafox Community Redevelopment District thereby furthering the objectives of the Palafox Community Redevelopment Plan. The Palafox Overlay District is rather diverse with the amount of commercially and industrially zoned properties blended with isolated neighborhood-type residentially zoned properties. This is a

zoning overlay and the regulations herein expand upon the existing zoning district regulations otherwise imposed on individual parcels within the district.

B. *Applicability.* This zoning overlay district applies to all zoned properties within the Palafox Community Redevelopment District.

C. *Relationship to underlying zoning.* All of the use listings and site design requirements of the underlying zoning districts shall continue to apply.

D. *Permitted uses.* Mixed-use developments, defined as where non-residential and residential uses occupy the same building. The non-residential use(s) shall contain the first or bottom floor and the residential use(s) contain the second or upper floor(s).

E. *Prohibited uses.*

1. *Mobile homes and manufactured homes.* (This does not prohibit the construction of modular homes; see Article 3 of this code.)
2. *Mobile home/manufactured home parks.*

F. *Uses requiring management plan submittal.* The following uses shall submit a management plan to the CRA prior to development approval. The CRA must be notified of any amendments to a submitted management plan.

1. *Retail sale of alcohol for off-premises consumption.*
2. *Bars and nightclubs.*
3. *Pawn shops and check cashing services.*
4. *Commercial amusement arcades, including billiard parlors and game machine arcades.*
5. *Automotive uses (including car sales, automobile rental agencies, car washes, auto repair facilities, tire sales, etc.).*
6. *Truck, utility trailer, and RV rental service or facility.*
7. *Portable food vendors.*
8. *Welding shops located in C-1 zoning districts.*

G. *Management plan.* The applicant shall submit a management plan that addresses the following:

1. *Proposed hours of operations.*
2. *Other similar properties managed by the applicant, if applicable.*
3. *Explanation of any franchise agreement.*

H. Rezoning. Surrounding uses, whether conforming or non-conforming should not be taken into consideration for the rezoning rationale.

I. Non-residential site and building requirements.

1. Building height. New buildings, additions and redeveloped buildings shall complement the existing pattern of building heights. Buildings in the overlay district may not exceed 45 feet in height.

2. Building design.

a. Setbacks. New construction shall be setback from a distance similar to adjacent buildings unless customer parking is provided adjacent to any of these streets in support of Crime Prevention through Environmental Design (CPTED). Exceptions may be granted if the setback is pedestrian oriented and contributes to the quality and character of the streetscape.

b. Facades. A building more than 80 feet in width shall be divided into increments by incorporation of one of the following techniques, but not limited to:

(1). Divisions or breaks in materials

(2). Bay windows or the like

(3). Building setbacks

c. Rear façade. A minimum of 15 feet of the buildings rear façade facing a public right of way, parking area, or open space shall consist of transparent materials. Reflective glass is prohibited as a transparent material.

d. Materials and detailing. New buildings and structures, additions and renovations shall be constructed to be long lasting and use materials and detailing that maintain the distinct character and harmony of the Palafox Community Redevelopment District. Aluminum, vinyl or metal material siding is prohibited on the primary facades of buildings adjacent to public right of ways.

3. Accessory Structures. All accessory structures shall be located in the rear or side area and be a minimum of 5 feet inside the property boundary. All accessory structures shall meet the County landscaping, buffering, and screening requirements and shall use the same materials, color, and/or style of the primary façade if visible to the public from any road, driveway, right-of-way, or similar.

4. Natural features. Natural features shall be protected and integrated into site design/development where possible. The applicant shall demonstrate how the development protects and incorporates existing vegetation.

5. Crime prevention through environmental design. Crime Prevention Through Environmental Design (CPTED) principles shall be used when designing any element within the district, including but not limited to site design, buildings, street design, signs, landscaping and parking. The following CPTED guidelines shall be considered when designing any element within the district.

a. Territoriality. All building entrances, parking areas, pathways and other elements should incorporate appropriate features that express ownership. The use of these features shall not conflict with the need for natural surveillance.

b. Natural surveillance. The site layout, building and landscape design shall promote the principles of natural surveillance. Physical features and activities should be oriented and designed in ways that maximize the ability to see throughout the site.

c. Activity support. The site layout and building design should encourage legitimate activity in public spaces.

d. Access control. To discourage crime, entrances and exits should be located and designed in a manner that incorporates natural surveillance techniques and area control measures.

6. Signs.

a. See Article 8.

b. The choice of building signage shall be compatible with the intent of this district and shall not have an adverse visual impact on surrounding properties.

c. Free-standing on-premises signs shall be "human scaled". There shall be only one such sign per parcel and it shall not exceed 100 square feet per sign face and 12 feet in height; in the case of multi-use parcels, the sign shall not exceed 299 square feet. The sign face shall have colors, materials and lighting that are compatible with the general pattern existing in the Palafox Redevelopment Area Overlay District. Freestanding signs shall be limited to monument signs. Attached signs or shingles may be permitted for individual businesses in a multi-use building. Such signs shall not exceed 20 square feet per sign face.

d. Signs cannot block or obstruct design details, windows, or cornices of the building upon which they are placed.

7. Lighting. Lighting in the overlay district should serve to illuminate facades entrances and signage to provide an adequate level of personal safety while enhancing the aesthetic appeal of the buildings. Building and

signage lighting must be indirect, with the light source(s) hidden from direct pedestrian and motorist view.

8. *Parking.* Parking in the overlay district must adequately serve the users without detracting from the compact design that makes it a successful commercial center

9. *Off-street parking.* Off-street parking must be located in the rear. If the lot orientation cannot accommodate for adequate rear parking, parking on the side would then be permitted.

10. *Landscaping.*

a. See Section 7.01.00.

b. It is the proposed intent of this ordinance to encourage water conservation through proper plant selection, installation and maintenance practices. All commercial and industrial projects shall submit a landscape plan as part of the development review criteria. The plan will include plant species proposed, location of all plant material, including areas proposed for sod, areas of natural vegetation to be protected, and an irrigation plan. Native plant species are required.

11. *Buffers and screening of outdoor storage.* The screening of outside storage must use the same materials, color, and/or style as the primary building in order to be architecturally compatible with the primary building and the building it is adjacent to. All outside storage must be screened from public view. If the outside storage area is separate from the building it serves the following shall apply:

a. Section 7.01.06.D.2. *Type.* Only fencing (may or may not be opaque) or walls made of concrete or stucco may supplement buffers. Specifically, old garage doors and pieces of tin do not qualify for fencing or wall materials; and

b. Section 7.01.06.E. *Screening of outdoor storage.* Opaque fencing shall mean chain link fence with slats, privacy wooden fence, or privacy PVC/vinyl fence. A six-foot concrete or stucco wall may also be used to screen outdoor storage.

12. *Exceptions.* Financial hardship alone is not a basis to grant an exception; however, it is recognized that there may be circumstances that require a departure from the requirements in this overlay district in order to be feasible. Possible grounds to be considered for granting exceptions to the ordinance include, but not limited to:

a. *Safety*

b. *Unique site or building characteristics*

c. Standards would have a negative effect on the use of the property

d. Public benefit

GRAPHIC LINK: Palafox Overlay District

6.07.026. Scenic Highway Overlay District.

A. Intent, boundaries and purpose of the district. This district is intended to protect the unique scenic vista and environmental resources of the Scenic Highway Corridor and adjacent Escambia Bay shoreline. This is an overlay district and the regulations herein expand upon existing R-1, R-2, R-3, R-6, C-1, and/or ID-1 zoning district regulations otherwise imposed on individual parcels within the corridor. The district overlays all parcels adjacent to the Pensacola Scenic Bluffs Highway corridor on the west side of the highway and all of the property between the Pensacola Scenic Bluffs Highway and the Escambia Bay on the east side of the highway, for approximately five miles from the city limit of Pensacola along Scenic Highway continuing along Highway 90 to the bridge over the Escambia River at the Santa Rosa County line. A generalized map of the Scenic Highway Overlay district is depicted in Figure 2; however, it is not the official zoning map and should be used only for preliminary determination of the application of the overlay zone. The purpose of the district is to alleviate harmful effects of on-site generated erosion and runoff caused by clearing natural vegetation and changing existing contours of the land, and to ensure the preservation of the bluffs, wetland areas and scenic views along the bay and assure continued public access to the views along the corridor. Views are an amenity and human appreciation of views is reflected in both private property values and the overall general welfare of the community.

B. Permitted uses. See underlay zoning districts.

C. Lot coverage. Maximum area land coverage by all structures, parking areas, driveways and all other impervious surfaces shall not exceed 50 percent of the gross site area.

D. Setback. All structures shall be located a minimum of 50 feet from the Scenic Highway right-of-way unless precluded by lot configuration or topography.

E. Building separation. The minimum distance between structures shall be 15 feet and there shall be at least 100 feet between a multifamily structure (including hotels and motels) and single-family dwellings.

F. Pedestrian-bicycle. The intent of the corridor management plan is to provide a multiuse path on the east side of Scenic Highway the full length of the corridor at the maximum distance possible from the roadway pavement, within the right-of-way. During the site review process the staff will work with the applicant to maximize the innovative integration of a path extension, into the project, outside of the right-of-way on public property or on easements donated by private property owners.

G. Building heights. Buildings between the Scenic Highway and Escambia Bay shall have a maximum height of 35 feet as measured at the average finished grade elevation of the lot above mean sea level (MSL). Nonresidential uses can exceed the height limit only with conditional use approval by the board of adjustment. In addition to the other conditional use criteria, the requested height must be found not to interfere with the scenic attractiveness of the location as viewed from any plausible direction. In addition, for structures over 35 feet in height, for every two feet in height over 35 feet, there shall be an additional one foot of front and side setback at the ground level.

H. Tree protection.

1. A canopy road tree protection zone is hereby established for all land within 20 feet of the right of way of Scenic Highway and Highway 90 to the Santa Rosa County line. No person or agency shall cut, remove, trim or in any way damage any tree in any canopy tree protection zone without a permit. Except in unique cases, such pruning shall not remove more than 30 percent of the existing tree material. Utility companies are not permitted to prune more than 30 percent of the existing tree canopy.

2. Heritage Oak trees shall be prescribed.

3. Clearing of natural vegetation within the corridor shall require a land disturbing permit and is generally prohibited except for the minimum area needed for construction of allowable structures or view enhancement.

I. Landscaping.

1. For developments subject to section 7.01.00, a minimum ten-foot wide landscaped strip shall be required along the Scenic Highway frontage, and shall contain one tree for every 35 linear feet of frontage. The trees shall be tall enough so that a six-foot view shed exists at planting. Preservation of existing plant communities within the required landscaped areas can be used to satisfy this requirement.

2. Orientation of commercial buildings shall be away from residential development within or adjacent to the district. Layout of parking and service areas, access, landscaping, yards, courts, walls, signs, lighting and control of noise and other potentially adverse influences shall be such as to promote protection of such residential development, and will include adequate buffering.

J. Fences. See section 7.04.00. No fence may be solid. No chain link fence shall be located between Scenic Highway and the principal building. Any other type of fence in this area shall not exceed three feet. Where single story structures are higher than the roadbed, there should be no wall, fence, structure or plant material located between the front building line and the roadbed that will obstruct the view from automobiles on the scenic route.

K. Structure location. Whether a conditional use or site planning review, all structures will be reviewed to assure conformance with the following criteria:

1. The location shall afford maximum views of the bay from the street right-of-way.

2. The location shall minimize impact on the natural bluff and plant material (other than pruning to enhance views).

3. Provide underground utilities.

GRAPHIC LINK: Scenic Highway Overlay District

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Section 4. Severability.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by 125.68, Fla. Stat. (2012); and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. Effective Date.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this _____ day of _____, 2012.

**BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA**

By: _____
Wilson B. Robertson, Chairman

**ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court**

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Art. 2, 3 & 6 'Comm. Red. and Overlay Districts' LDC Ordinance Draft 4A

Date: 08/06/2012

Date requested back by: 08/06/2012

Requested by: David Forte

Phone Number: 595-3595



(LEGAL USE ONLY)

Legal Review by *[Signature]*

Date Received: *Aug. 6, 2012*

Approved as to form and legal sufficiency.

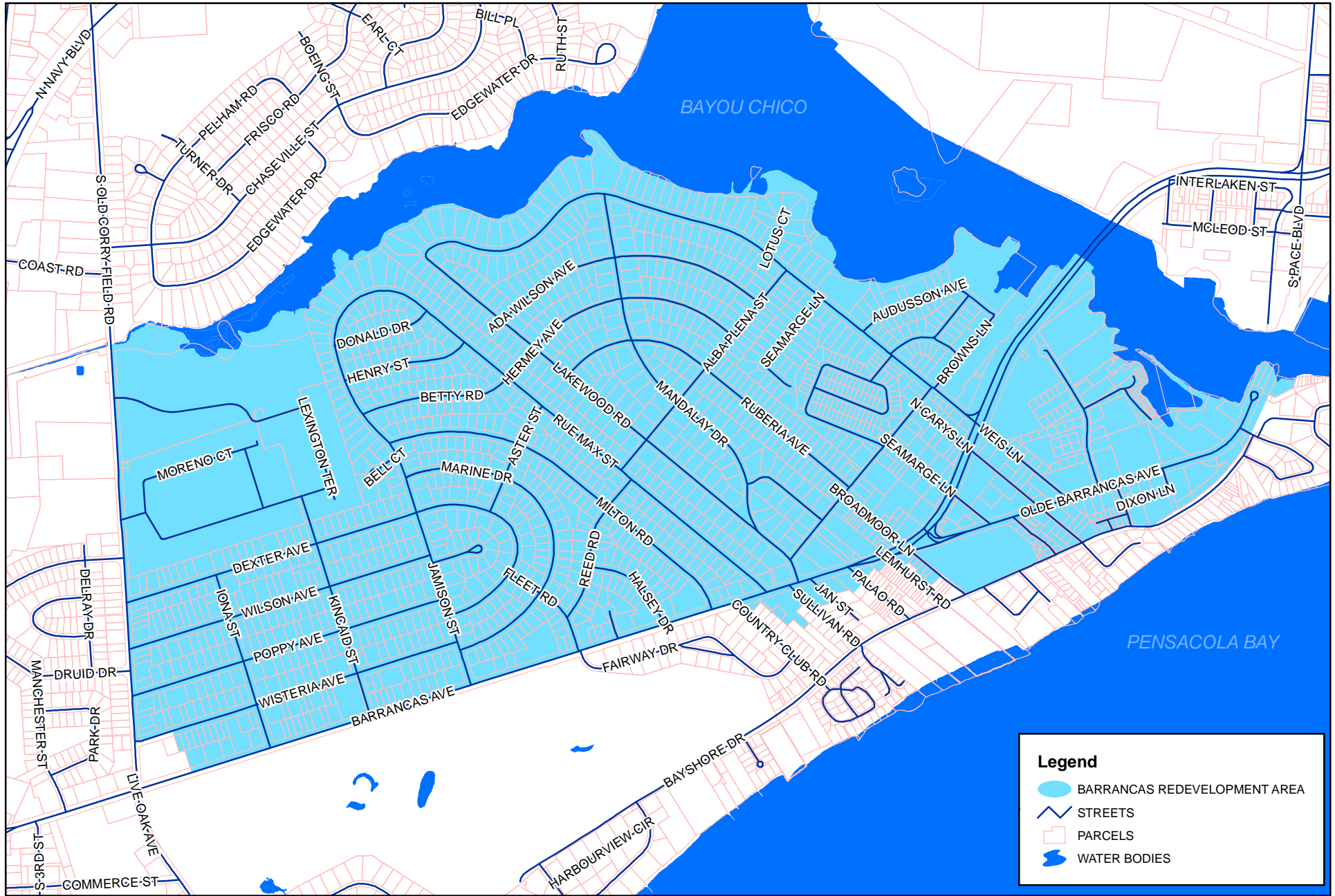
Not approved.

Make subject to legal signoff.

Additional comments:

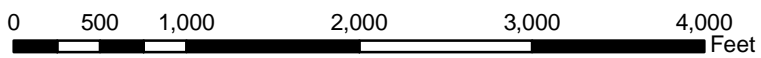
COUNTY ATTORNEYS
OFFICE
2012 AUG 6 AM 9 10
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BARRANCAS REDEVELOPMENT AREA



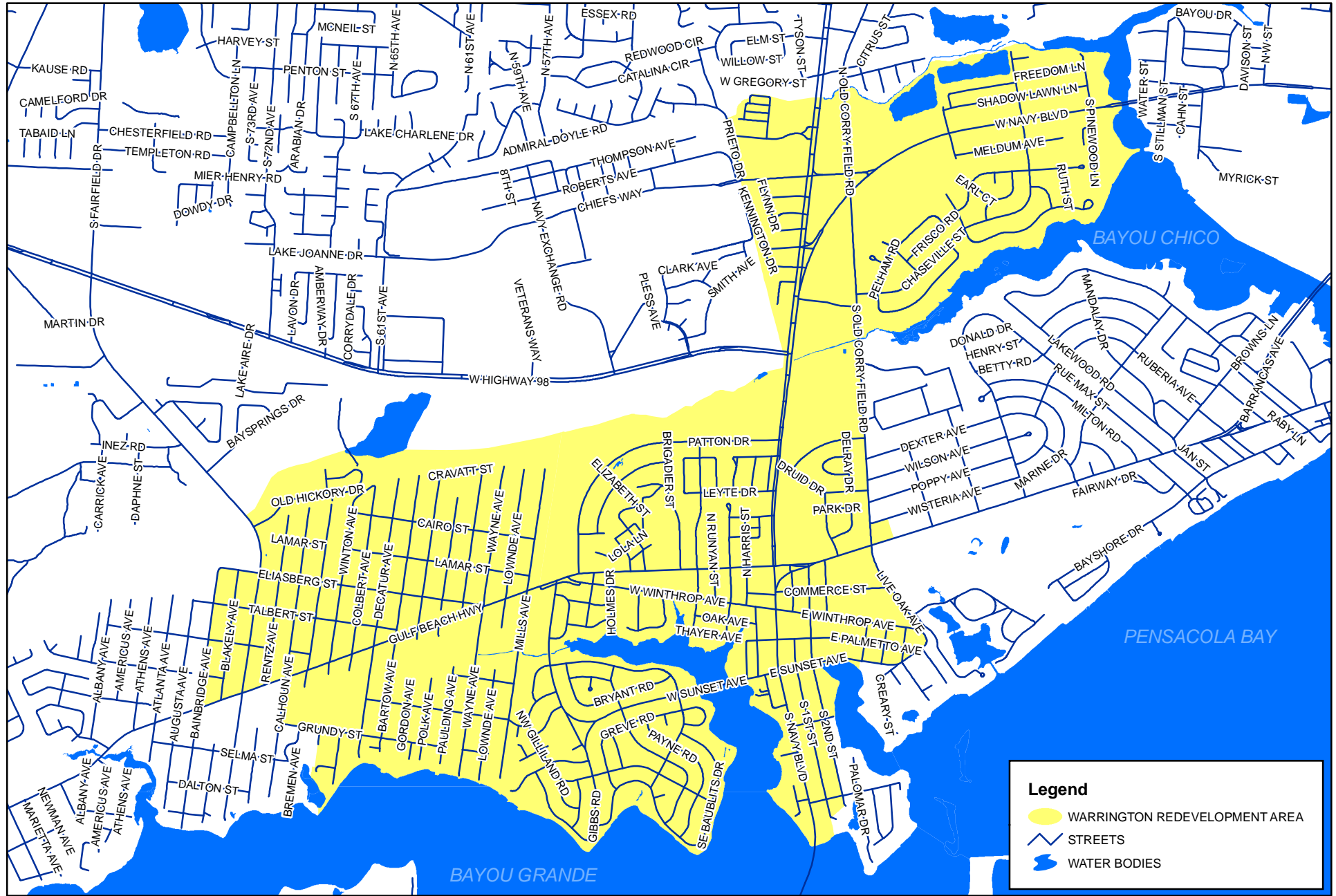
Legend

- BARRANCAS REDEVELOPMENT AREA
- STREETS
- PARCELS
- WATER BODIES



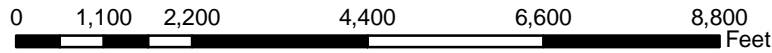
Source: Community Redevelopment Agency "This map is provided for informational purposes only and is not to be used for the development of construction plans or any type of engineering services based on the information depicted herein. It is maintained for the function of this office only. These data are not guaranteed accurate." Created December 7, 2010.

WARRINGTON REDEVELOPMENT AREA



Legend

- WARRINGTON REDEVELOPMENT AREA
- STREETS
- WATER BODIES



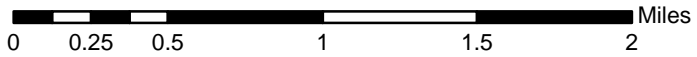
Source: Community Redevelopment Agency "This map is provided for informational purposes only and is not to be used for the development of construction plans or any type of engineering services based on the information depicted herein. It is maintained for the function of this office only. These data are not guaranteed accurate." Created December 7, 2010.

SCENIC HWY OVERLAY DISTRICT



Legend

- SCENIC HWY OVERLAY
- STREETS**
- MAJOR ROAD
- STREET



Source: Community Redevelopment Agency "This map is provided for informational purposes only and is not to be used for the development of construction plans or any type of engineering services based on the information depicted herein. It is maintained for the function of this office only. These data are not guaranteed accurate." Created August 8, 2012.

Community Redevelopment Agency Proposed
Errata Sheet
County Administrator's Report
5:31 p.m. Public Hearing - August 23, 2012
(LDC, Article 6, amending Warrington Overlay District)

Please note that the following changes should be made to the 5:31 p.m. Public Hearing on the County Administrator's Report concerning the above referenced ordinance:

6.07.01. Warrington Overlay District.

Page 17, Beginning with Line 41, should read as follows:

F. Uses requiring management plan submittal. The following uses shall require submission of a management plan to the CRA prior to development approval. The CRA must be notified of any amendments to a submitted management plan. Furthermore, the following uses shall have a distance of at least 2,500 feet separating any two uses of the same kind. The distance shall be measured from the closest point of the two property lot lines:



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3054

Public Hearings 11.

BCC Regular Meeting

Meeting Date: 08/23/2012

Issue: 5:32 p.m. PH Ordinance Amending the Tax Increment in the Englewood, Warrington, Brownsville, Barrancas and Palafox Community Redevelopment Areas

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of adopting an Ordinance to amend the Tax Increment in the Englewood, Warrington, Brownsville, Barrancas, and Palafox Community Redevelopment Areas.

Recommendation: That the Board adopt an Ordinance amending the tax increment in the Englewood, Warrington, Brownsville, Barrancas, and Palafox Community Redevelopment Areas, allowing the Board to set the increment by resolution.

BACKGROUND:

During the budget process the Board authorized the reduction in the tax increment used to fund the various County Community Redevelopment Areas (CRA). The current tax increment used to fund these areas is 50% of the growth in property taxes over the established base years. This Ordinance will allow the Board to set this increment by resolution. The new increment for FY 12/13 will be 36%. The resolution for this increment will be presented to the Board at the first public hearing to adopt the budget on September 11, 2012.

BUDGETARY IMPACT:

The reduction in the tax increment from 50% to 36% is estimated to reduce the CRA's funding by approximately \$300,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A.

PERSONNEL:

N/A.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A.

IMPLEMENTATION/COORDINATION:

N/A.

Attachments

CRA Amending Ordinance

ORDINANCE NUMBER 2012-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME 1, ARTICLE VI, SECTIONS 46-284 "PALAFOX REDEVELOPMENT TRUST FUND", 46-285 "ENGLEWOOD REDEVELOPMENT TRUST FUND", 46-287 "WARRINGTON REDEVELOPMENT TRUST FUND", 46-288 "BROWNSVILLE NEIGHBORHOOD REDEVELOPMENT TRUST FUND" AND 46-289 "BARRANCAS REDEVELOPMENT TRUST FUND" OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; PROVIDING THAT THE TAX INCREMENT FOR FUNDING SHALL BE ADOPTED BY RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County has the authority to establish or maintain the tax increment method of financing pursuant to its home rule powers as set forth in § 125.01, et. seq. Fla. Stat. and as upheld by the Florida Supreme Court in *Strand v. Escambia County*, 992 So.2d 150 (Fla. 2008); and,

WHEREAS, the Board of County Commissioners hereby finds that amending the ordinances to provide that tax increment funding for each neighborhood redevelopment trust fund shall be adopted by resolution is in the best interest of the health, safety and welfare of the citizens of Escambia County.

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

Section 1. Article VI, Funds, Sections 46-284 "Palafox Redevelopment Trust Fund", 46-285 "Englewood Redevelopment Trust Fund", 46-287 "Warrington Redevelopment Trust Fund", 46-288 "Brownsville Neighborhood Redevelopment Trust Fund" and 46-289 "Barrancas Redevelopment Trust Fund" of the Escambia County Code of Ordinances are hereby amended to read as follows:

Sec. 46-284. Palafox Redevelopment Trust Fund.

(e) *Funding of redevelopment trust fund*

- (1) For the duration of any community redevelopment project undertaken in the Palafox Redevelopment Area pursuant to the redevelopment plan, the annual funding of the redevelopment trust fund established by subsection (d) shall be in an amount not less than the increment in the income, proceeds, revenues, and

funds of each taxing authority, derived from or held in connection with the undertaking and carrying out of community redevelopment under the Community Redevelopment Act. Such increment shall be determined annually and shall be in an amount equal to 50 percent of the difference between by resolution and shall remain in effect unless or until revised by adoption of a subsequent resolution.

- a. ~~The amount of ad valorem taxes levied each year by each taxing authority, exclusive of any amount from any debt service millage, on taxable real property contained within the geographic boundaries of the Palafox Redevelopment Area; and~~
- b. ~~The amount of ad valorem taxes, which would have been produced by the rate upon which the tax is levied each year by or for each taxing authority, exclusive of any debt service millage, upon the total of the assessed value of the taxable real property in the Palafox Redevelopment Area as shown upon the most recent assessment role used in connection with the taxation of such property by each taxing authority prior to the effective date of the ordinance providing for the funding of the trust fund.~~

Sec. 46-285. Englewood Redevelopment Trust Fund.

(5) *Funding of redevelopment trust fund*

- (a) For the duration of any community redevelopment project undertaken in the Englewood Redevelopment Area pursuant to the redevelopment plan, the annual funding of the redevelopment trust fund established by subsection (4) shall be in an amount not less than the increment in the income, proceeds, revenues, and funds of each taxing authority, derived from or held in connection with the undertaking and carrying out of community redevelopment under the Community Redevelopment Act. Such increment shall be determined annually and shall be in an amount equal to 50 percent of the difference between by resolution and shall remain in effect unless or until revised by adoption of a subsequent resolution.

1. ~~The amount of ad valorem taxes levied each year by each taxing authority, exclusive of any amount from any debt service millage, on taxable real property contained within the geographic boundaries of the Englewood Redevelopment Area; and~~
2. ~~The amount of ad valorem taxes, which would have been produced by the rate upon which the tax is levied each year by or for each taxing authority, exclusive of any debt service millage, upon the total of the assessed value of the taxable real property in the Englewood Redevelopment Area as shown upon the most recent assessment role used in connection with the taxation of~~

~~such property by each taxing authority prior to the effective date of the ordinance providing for the funding of the trust fund.~~

Sec. 46-287. Warrington Redevelopment Trust Fund.

(4) Funding of redevelopment trust fund

(a) For the duration of any community redevelopment project undertaken in the Warrington Redevelopment Area pursuant to the redevelopment plan, the annual funding of the redevelopment trust fund established by subsection (2) shall be in an amount not less than the increment in the income, proceeds, revenues, and funds of each taxing authority, derived from or held in connection with the undertaking and carrying out of community redevelopment under the Community Redevelopment Act. Such increment shall be determined annually and shall be in an amount equal to 50 percent of the difference between by resolution and shall remain in effect unless or until revised by adoption of a subsequent resolution.

~~1. The amount of ad valorem taxes levied each year by each taxing authority, exclusive of any amount from any debt service millage, on taxable real property contained within the geographic boundaries of the Warrington Redevelopment Area; and~~

~~2. The amount of ad valorem taxes, which would have been produced by the rate upon which the tax is levied each year by or for each taxing authority, exclusive of any debt service millage, upon the total of the assessed value of the taxable real property in the Warrington Redevelopment Area as shown upon the most recent assessment role used in connection with the taxation of such property by each taxing authority prior to the effective date of the ordinance providing for the funding of the trust fund.~~

Sec. 46-288. Brownsville Neighborhood Redevelopment Trust Fund.

(5) Funding of redevelopment trust fund

(a) For the duration of any community redevelopment project undertaken in the Brownsville Redevelopment Area pursuant to the redevelopment plan, the annual funding of the redevelopment trust fund established by subsection (4) shall be in an amount not less than the increment in the income, proceeds, revenues, and funds of each taxing authority, derived from or held in connection with the undertaking and carrying out of community redevelopment under the Community Redevelopment Act. Such increment shall be determined annually and shall be in an amount equal to 50 percent of the difference between by resolution and shall remain in effect unless or until revised by adoption of a subsequent resolution.

- ~~1. The amount of ad valorem taxes levied each year by each taxing authority, exclusive of any amount from any debt service millage, on taxable real property contained within the geographic boundaries of the Brownsville Redevelopment Area; and~~
- ~~2. The amount of ad valorem taxes, which would have been produced by the rate upon which the tax is levied each year by or for each taxing authority, exclusive of any debt service millage, upon the total of the assessed value of the taxable real property in the Brownsville Redevelopment Area as shown upon the most recent assessment role used in connection with the taxation of such property by each taxing authority prior to the effective date of the ordinance providing for the funding of the trust fund.~~

Sec. 46-289. Barrancas Redevelopment Trust Fund.

(5) Funding of redevelopment trust fund

(a) For the duration of any community redevelopment project undertaken in the Barrancas Redevelopment Area pursuant to the redevelopment plan, the annual funding of the redevelopment trust fund established by subsection (4) shall be in an amount not less than the increment in the income, proceeds, revenues, and funds of each taxing authority, derived from or held in connection with the undertaking and carrying out of community redevelopment under the Community Redevelopment Act. Such increment shall be determined annually and shall be in an amount equal to 50 percent of the difference between by resolution and shall remain in effect unless or until revised by adoption of a subsequent resolution.

- ~~1. The amount of ad valorem taxes levied each year by each taxing authority, exclusive of any amount from any debt service millage, on taxable real property contained within the geographic boundaries of the Barrancas Redevelopment Area; and~~
- ~~2. The amount of ad valorem taxes, which would have been produced by the rate upon which the tax is levied each year by or for each taxing authority, exclusive of any debt service millage, upon the total of the assessed value of the taxable real property in the Barrancas Redevelopment Area as shown upon the most recent assessment role used in connection with the taxation of such property by each taxing authority prior to the effective date of the ordinance providing for the funding of the trust fund.~~

Section 2. Severability.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. Inclusion in the Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Escambia County Code; and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Date.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED THIS _____ DAY OF _____, 2012.
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

Deputy Clerk

(Seal)

Enacted: _____
Filed with Department of State: _____
Effective: _____

This document approved as to form
and legal sufficiency.
By: *[Signature]*
Title: ACA
Date: 7/27/12



ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

AI-3082

12.

BCC Regular Meeting

Meeting Date: 08/23/2012

Issue: Committee of the Whole Recommendation

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W), at the C/W Workshop held August 13, 2012, recommends that the Board take the following action:

A. Approve allocating the 4th Cent TDT, in the total amount of \$1,551,099, as follows, which represents the funding levels for Fiscal Year 2011-2012, plus \$40,000 for the Frank Brown Songwriters' Festival and \$100,000 for Skills USA, and allocates the remaining \$1,099 to ACE (C/W Item 3):

African-American Heritage Society	\$ 25,000
Arts, Culture & Entertainment (ACE)	\$266,099
Frank Brown Songwriters' Festival	\$ 40,000
Historic Preservation Board	\$ 70,000
Naval Aviation Museum	\$100,000
Pensacola Chamber/VIC	\$600,000
Pensacola Chamber/VIC (From 4th Cent Reserves)	\$250,000
Sertoma 4th of July	\$ 75,000
Skills USA	\$100,000
St. Michael's Cemetery	\$ 25,000

B. Approve withdrawing the appeal, relative to discussion concerning the County's Noise Ordinance (*at the July 26, 2012, Regular Board Meeting, the Board approved the request that the State Attorney's Office pursue an appeal of the Order Granting Motion to Dismiss, issued by the Honorable Thomas E. Johnson, County Judge, on July 12, 2012, regarding State of Florida vs. Kyle Aron Skipper*) (C/W Item 4); and

C. Approve the following staff recommendation, and authorize staff to provide a final proposal at a future Meeting, relative to discussion concerning allowing chickens and other animals in residential areas (C/W Item 5):

- ◆ Monitor the City's program for 6-12 months
 - ◆ Analyze the results
 - ◆ Develop a small animals Ordinance
 - ◆ Identify a funding source for implementation
 - ◆ Adopt (*an*) Ordinance once supporting infrastructure is in place
-

Attachments

#12

**Fourth Cent Tourist Development Tax
Allocations for Fiscal Year 2013**

Amount Available

\$1,551,099

Budget was subsequently amended for \$25,000 for the Belmont-Devilliers documentary.

	FY '012 Amount Amended	FY '013 Amount Requested	FY '013 Amount Currently Allocated
Fourth Cent Tourist Development Tax			
African-American Heritage Society	\$50,000	\$50,000	\$40,000
Arts, Culture & Entertainment	250,000	355,000	350,000
Galvez Filming	25,000	0	0
Historic Preservation Board	70,000	70,000	0
Maritime Park	25,000	0	0
Naval Aviation Museum	200,000	200,000	100,000
Pensacola Alumni Charity Event	6,000	0	0
Pensacola Chamber/VIC	600,000	806,000	642,500
Pensacola Chamber/VIC (From 4th Cent Reserves)	0	0	250,000
Pensacola Museum of Art	15,000	0	0
Sertoma 4th of July	75,000	75,000	68,599
Skills USA ¹	0	108,000	100,000
St. Michael's Cemetery	25,000	25,000	0
Total Fourth Cent Tourist Development Tax	\$1,341,000	\$1,689,000	\$1,551,099

The initial request was \$25,000 but was increased by the Board.

The \$15,000 request was moved to the ACE request.

Amount Remaining

\$0

¹ Skills USA was funded from the 3-Cents Tourist Development in FY12 for \$77,500

**Fourth Cent Tourist Development Tax
Allocations for Fiscal Year 2013**

<i>Amount Available</i>			\$1,551,099
	Budget was subsequently amended for \$25,000 for the Belmont-Devilliers documentary.	FY '012 Amount Amended	FY '013 Amount Requested
Fourth Cent Tourist Development Tax			FY'013 Currently Allocated
<i>African-American Heritage Society</i>		\$50,000	\$50,000
<i>Arts, Culture & Entertainment</i>		250,000	355,000
<i>Frank Brown Songwriters' Festival</i>		0	40,000
<i>Galvez Filming</i>		25,000	0
<i>Historic Preservation Board</i>		70,000	70,000
<i>Maritime Park</i>		25,000	0
<i>Naval Aviation Museum</i>		200,000	200,000
<i>Pensacola Alumni Charity Event</i>		6,000	0
<i>Pensacola Chamber/VIC</i>		600,000	806,000
<i>Pensacola Chamber/VIC (From 4th Cent Reserves)</i>			0
<i>Pensacola Museum of Art</i>		15,000	0
<i>Sertoma 4th of July</i>		75,000	75,000
<i>Skills USA¹</i>		0	108,000
<i>St. Michael's Cemetery</i>		25,000	25,000
Total Fourth Cent Tourist Development Tax		\$1,341,000	\$1,689,000
<i>Amount Remaining</i>			\$0

The initial request was \$25,000 but was increased by the Board.

The \$15,000 request was moved to the ACE request.

¹ Skills USA was funded from the 3-Cents Tourist Development in FY12 for \$77,500



ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

AI-3056 **Clerk & Comptroller's Report** **13. 1.**

BCC Regular Meeting

Meeting Date: 08/23/2012

Issue: Acceptance of Reports

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of Reports Prepared by the Clerk of the Circuit Court & Comptroller's Finance Department

That the Board accept, for filing with the Board's Minutes, the following seven reports prepared by the Clerk of the Circuit Court & Comptroller's Finance Department:

A. Payroll Expenditures for Pay Date August 17, 2012, in the amount of \$2,085,585.72;

B. The following two Disbursement of Funds:

(1) August 2, 2012, to August 8, 2012, in the amount of \$4,388,330.19; and

(2) August 9, 2012, to August 15, 2012, in the amount of \$2,276,524.19;

C. The Investment Report for the month ended July 31, 2012; and

D. Budget Comparison Reports for ten (10) months, or 83.33%, of Fiscal Year 2012, as follows:

(1) Summarized, by fund, Budget to Actual Comparison as of July 31, 2012;

(2) Actual Revenue and Expenditure Comparison to the prior Fiscal Year as of July 31, 2012; and

(3) General Fund, graph of two-year comparison of actual revenue vs. actual expenditures as of July 31, 2012.

Background:

Regarding the July 2012 Investment Report:

The total portfolio earnings for the month of July equaled \$112,187. The short term portfolio achieved an average yield of .24%. This yield should be compared to the benchmark of the Standard & Poor's Government Investment Pool 30 Day index yielding .07%. The core portfolio achieved an average Yield to Maturity at Cost of 1.25% and should be compared to the benchmark of the Merrill Lynch 1 - 5 Yr. Treasury Index yielding .41%.

All investments included in the County's portfolio are in compliance with the County's Investment Policy.

Attachments

CR I-1



EXECUTIVE ADMINISTRATION/LEGAL DIVISION
 ACCOUNTING DIVISION
 APPEALS DIVISION
 ARCHIVES AND RECORDS
 CENTURY DIVISION
 CHILD SUPPORT
 CLERK TO THE BOARD
 COUNTY CIVIL
 COUNTY CRIMINAL
 COURT DIVISION
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 DOMESTIC RELATIONS
 FAMILY LAW

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

FINANCE
 JURY ASSEMBLY
 GUARDIANSHIP
 HUMAN RESOURCES
 JUVENILE DIVISION
 MARRIAGE
 MENTAL HEALTH
 MANAGEMENT INFORMATION SYSTEMS
 OFFICIAL RECORDS
 OPERATIONAL SERVICES
 PROBATE DIVISION
 TRAFFIC DIVISION
 TREASURY

Escambia County, Florida
 Payroll Expenditures of the
 Board of County Commissioners

Pay Date: August 17, 2012

Check No:	\$0.00
Direct Deposits:	\$1,103,331.43
Total Deductions and Matching Costs:	\$982,254.29
Total Expenditures:	\$2,085,585.72

2012 AUG 15 P 4: 18
 ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL.
 CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS



EXECUTIVE ADMINISTRATION/LEGAL DIVISION
 ACCOUNTING DIVISION
 APPEALS DIVISION
 ARCHIVES AND RECORDS
 CENTURY DIVISION
 CHILD SUPPORT
 CLERK TO THE BOARD
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 CIRCUIT CRIMINAL
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ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

FINANCE
 JURY ASSEMBLY
 GUARDIANSHIP
 HUMAN RESOURCES
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 MENTAL HEALTH
 MANAGEMENT INFORMATION SYSTEMS
 OFFICIAL RECORDS
 OPERATIONAL SERVICES
 PROBATE DIVISION
 TRAFFIC DIVISION
 TREASURY

Escambia County, Florida
 Disbursement of Funds From:

08/02/12 to 08/08/12

DISBURSEMENTS

Computer check run of:

<u>08/08/12</u>	\$ <u>3,348,936.66</u>
<u>L-Vendor</u>	\$ <u>74,738.70</u>

Hand-Typed Checks/ACH Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims	\$ <u>20,076.83</u>
Other First Transit Transportation Services	\$ <u>944,578.00</u>

Total Disbursement by Wire

\$ 964,654.83

TOTAL DISBURSEMENTS

\$ 4,388,330.19

The detailed backup to this Report is available for review in the Clerk's Finance Department. If you have any questions, please call Cheryl Maher, Clerk's Finance Division at (850) 595-4841.

Pursuant to Chapter 136.06 (1), Florida Statutes, the Disbursement Report will be filed with the Board's Minutes.

ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL.
 2012 AUG -8 P 3:46
 CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS



EXECUTIVE ADMINISTRATION/LEGAL DIVISION
 ACCOUNTING DIVISION
 APPEALS DIVISION
 ARCHIVES AND RECORDS
 CENTURY DIVISION
 CHILD SUPPORT
 CLERK TO THE BOARD
 COUNTY CIVIL
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 COURT DIVISION
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 CIRCUIT CRIMINAL
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 FAMILY LAW

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

♦ AUDITOR ♦ ACCOUNTANT ♦ EX-OFFICIO CLERK TO THE BOARD ♦ CUSTODIAN OF COUNTY FUNDS ♦

FINANCE
 JURY ASSEMBLY
 GUARDIANSHIP
 HUMAN RESOURCES
 JUVENILE DIVISION
 MARRIAGE
 MENTAL HEALTH
 MANAGEMENT INFORMATION SYSTEMS
 OFFICIAL RECORDS
 OPERATIONAL SERVICES
 PROBATE DIVISION
 TRAFFIC DIVISION
 TREASURY

Escambia County, Florida
 Disbursement of Funds From:

08/09/12 to 08/15/12

DISBURSEMENTS

Computer check run of:

<u>08/15/12</u>	\$ <u>2,107,397.33</u>
<u>L-Vendor</u>	\$ <u>0.00</u>

Hand-Typed Checks/ACH Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims	\$ <u>78,299.80</u>
Credit Card Purchases	\$ <u>5,561.48</u>
Civic Center	\$ <u>85,265.58</u>

Total Disbursement by Wire

\$ 169,126.86

TOTAL DISBURSEMENTS

\$ 2,276,524.19

The detailed backup to this Report is available for review in the Clerk's Finance Department. If you have any questions, please call Cheryl Maher, Clerk's Finance Division at (850) 595-4841.

Pursuant to Chapter 136.06 (1), Florida Statutes, the Disbursement Report will be filed with the Board's Minutes.

ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL
 2012 AUG 16 P 12:09
 CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS



EXECUTIVE ADMINISTRATION/LEGAL DIVISION
 ACCOUNTING DIVISION
 APPEALS DIVISION
 ARCHIVES AND RECORDS
 CENTURY DIVISION
 CHILD SUPPORT
 CLERK TO THE BOARD
 COUNTY CIVIL
 COUNTY CRIMINAL
 COURT DIVISION
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 DOMESTIC RELATIONS
 FAMILY LAW

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

• AUDITOR • ACCOUNTANT • EX-OFFICIO CLERK TO THE BOARD • CUSTODIAN OF COUNTY FUNDS •

FINANCE
 JURY MANAGEMENT
 GUARDIANSHIP
 HUMAN RESOURCES
 JUVENILE DIVISION
 MARRIAGE
 MENTAL HEALTH
 MANAGEMENT INFORMATION SYSTEMS
 OFFICIAL RECORDS
 ONE STOP
 OPERATIONAL SERVICES
 PROBATE DIVISION
 TRAFFIC DIVISION
 TREASURY

MEMORANDUM

TO: Honorable Board of County Commissioners

FROM: Ernie Lee Magaha
 Clerk of the Circuit Court & Comptroller

By: *Patricia L. Sheldon*
 Patricia L. Sheldon, CPA, CGFO, CPFO, CPFIM
 Administrator for Financial Services
 Clerk of the Circuit Court & Comptroller

CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS

2012 AUG 15 P 4: 36

ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL

DATE: August 15, 2012

SUBJECT: July 2012 Investment Report

RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, the Investment Report for the month ended July 31, 2012 as required by Ordinance 95-13.

The total portfolio earnings for the month of July equaled \$112,187. The short term portfolio achieved an average yield of .24%. This yield should be compared to the benchmark of the Standard & Poor's Government Investment Pool 30 Day index yielding .07%. The core portfolio achieved an average Yield to Maturity at Cost of 1.25% and should be compared to the benchmark of the Merrill Lynch 1 – 5 Yr. Treasury Index yielding .41%.

All investments included in the County's portfolio are in compliance with the County's Investment Policy.

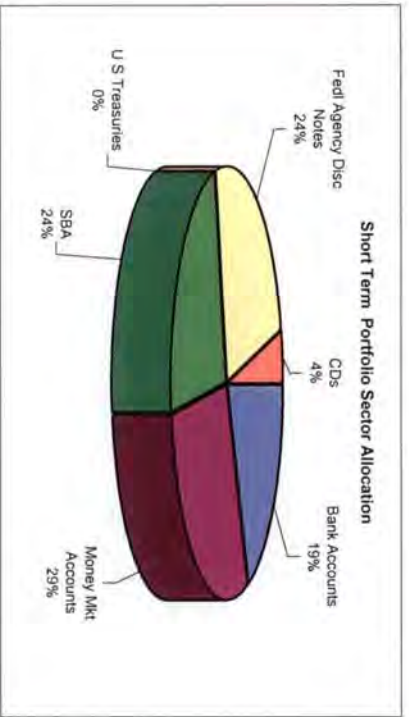
If you have any questions or comments, please do not hesitate to call me at 595-4825.

PLS/CM/nac

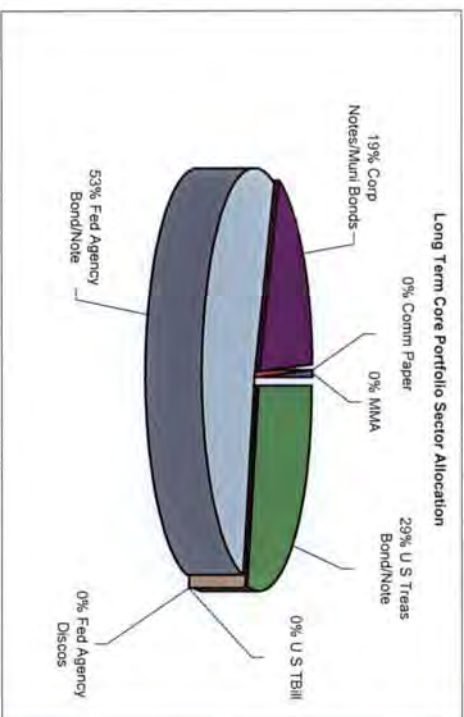


ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
 FISCAL YEAR 2011-2012
 July 31, 2012

PORTFOLIO COMPOSITION



SHORT TERM PORTFOLIO (Maturities < or = to 1 Year)	Par Value	Market Value	Percent
Bank Accounts	\$ 19,255,201	\$ 19,255,201	19%
Money Market Accounts	29,868,597	29,868,597	29%
State Board of Administration	24,072,459	24,072,459	24%
U S Treasuries	-	-	0%
Federal Agency/Discount Notes	25,000,000	24,996,900	24%
Certificates of Deposit	5,000,000	5,000,000	4%
Total Short Term Portfolio Assets:	\$ 103,196,256	\$ 103,193,156	100%
Short Term Portfolio Yield:	0.24%	YTD Earnings:	\$170,036
Benchmark S&P GIP Index 30 Day:	0.07%		



LONG TERM CORE PORTFOLIO (Maturities > 1 Year):	Par Value	Market Value	Percent
US Treasury Bond/Notes	\$ 29,295,000	\$ 30,044,600	29%
US Treasury Bill	-	-	0%
Federal Agency Discount Notes	-	-	0%
Federal Agency Bond/Note	52,875,000	54,998,504	53%
Corporate Notes/Muni Bonds	18,775,000	19,209,589	18%
Commercial Paper	-	-	0%
Federated Govt Money Market Fund	547,988	547,988	1%
Total Managed CORE Assets:	\$101,492,988	\$104,800,680	100%
CORE Portfolio Yield to Maturity at Cost:	1.25%	YTD Earnings:	\$ 1,352,090
CORE Portfolio Yield to Maturity at Market:	0.43%		
Benchmark Merrill Lynch 1-3 Yr Treasury Index:	0.24%		
Benchmark Merrill Lynch 1-5 Yr Treasury Index:	0.41%		

Total Portfolio: \$ 204,689,244 \$ 207,993,837
 Current Month Earnings: \$ 112,187
 Year to Date Earnings: \$ 1,522,126

INVESTMENTS PORTFOLIO COMPOSITION
ESCAMBIA COUNTY, FLORIDA
July 31, 2012

Security Description	Purchase Date	Maturity Date	Interest or Coupon Rate	Yield to Maturity	Face Value	Market Value 7/31/2012	Book Value 7/31/2012	Actual Percentage	Portfolio Limit	Issuer Percentage	Issuer Limit	
BANK ACCOUNTS:												
BANK OF AMERICA (DEPOSITORY)			0.30%	NA	18,520,698	18,520,698	18,520,698					
BANK OF AMERICA (SHIP)			0.30%	NA	659,085	659,085	659,085					
BANK OF AMERICA (DDA)			0.30%	NA	75,417	75,417	75,417					
TOTAL BANK ACCOUNT					19,255,201	19,255,201	19,255,201	18.66%				
BRANCH BANKING AND TRUST (MONEY MKT) ACCOUNT			0.25%	NA	24,757,518	24,757,518	24,757,518			23.99%	10,000%	
SUNTRUST NOW (MONEY MKT) ACCOUNT			0.16%	NA	102,521	102,521	102,521			0.10%	10,000%	
SERVISFIRST (MONEY MKT) ACCOUNT			0.30%	NA	5,008,558	5,008,558	5,008,558			4.85%	10,000%	
TOTAL MONEY MARKET ACCOUNT					29,868,597	29,868,597	29,868,597	28.94%	20.00%			
STATE BOARD OF ADMINISTRATION Acct #141071			0.31%	NA	24,072,459	24,072,459	24,072,459			23.33%	50.00%	
TOTAL STATE BOARD OF ADMINISTRATION					24,072,459	24,072,459	24,072,459	23.33%	50.00%			
FEDERAL INSTRUMENTALITIES:												
MSSB-FHLB	12/14/2011	10/15/2012	0.08%	0.08%	5,000,000	4,998,960	4,999,178					
MSSB-FHLMC	12/14/2011	8/16/2012	0.08%	0.08%	5,000,000	4,999,935	4,999,844			9.69%	25.00%	
TOTAL MSSB					10,000,000	9,998,895	9,999,022					
CANTOR-FINMA	12/14/2011	9/14/2012	0.07%	0.07%	5,000,000	4,999,510	4,999,598			4.84%	25.00%	
TOTAL CANTOR					5,000,000	4,999,510	4,999,598					
RBC-FNMA	1/5/2012	9/28/2012	0.08%	0.08%	5,000,000	4,999,355	4,999,355			4.84%	25.00%	
TOTAL RBC					5,000,000	4,999,355	4,999,355					
UBSPW-FHLMC	1/5/2012	10/2/2012	0.10%	0.10%	5,000,000	4,999,140	4,999,139			4.84%	25.00%	
TOTAL UBSPW-FHLMC					5,000,000	4,999,140	4,999,139					
TOTAL FEDERAL INSTRUMENTALITIES					25,000,000	24,996,900	24,997,114	24.22%	100.00%			
CERTIFICATES OF DEPOSITS:												
SERVISFIRST	8/25/2011	8/24/2012	0.45%	0.45%	5,000,000	5,000,000	5,000,000			4.85%	10.00%	
TOTAL SERVISFIRST BANK					5,000,000	5,000,000	5,000,000					
TOTAL CERTIFICATES OF DEPOSITS					5,000,000	5,000,000	5,000,000	4.85%	20.00%			
TOTAL INVESTMENTS												
INTEREST RECEIVABLE AS OF:	7/31/2012					103,193,156	103,193,370					
TOTAL EQUITY IN INVESTMENTS AS OF:	7/31/2012					103,196,256	103,193,156	100.00%				
TOTAL LONG TERM CORE PORTFOLIO ASSETS AS OF:												
	7/31/2012						103,110,632					
TOTAL EQUITY IN INVESTMENTS AS OF:	7/31/2012					206,325,083	206,325,083					



Managed Account Issuer Summary

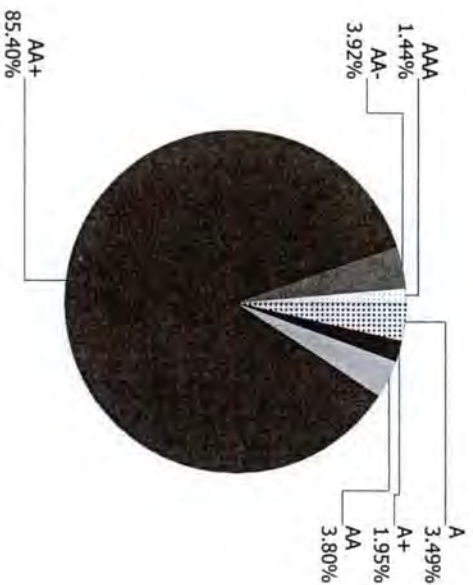
For the Month Ending July 31, 2012

ESCAMBIA COUNTY LONG TERM PORTFOLIO - 25000100

Issuer Summary

Issuer	Market Value of Holdings	Percent
BANK OF NEW YORK	2,027,828.00	1.95
CALLEGUA WTR DIST, CA	1,501,020.00	1.44
DEERE & COMPANY	2,527,602.84	2.42
FANNIE MAE	22,676,117.40	21.75
FEDERAL FARM CREDIT BANKS	3,545,491.04	3.40
FEDERAL HOME LOAN BANKS	6,715,803.10	6.44
FREDDIE MAC	22,061,092.45	21.16
GENERAL ELECTRIC CO	3,998,993.70	3.84
MCDONALD'S CORPORATION	1,107,077.40	1.06
PROCTER & GAMBLE CO	3,016,440.00	2.89
STATE OF MICHIGAN	1,071,148.00	1.03
UNITED STATES TREASURY	30,044,599.90	28.82
WAL-MART STORES INC	3,959,478.75	3.80
Total	\$104,252,692.58	100.00%

Credit Quality (S&P Ratings)





EXECUTIVE ADMINISTRATION/LEGAL DIVISION
 ACCOUNTING DIVISION
 APPEALS DIVISION
 ARCHIVES AND RECORDS
 CENTURY DIVISION
 CHILD SUPPORT
 CLERK TO THE BOARD
 COUNTY CIVIL
 COUNTY CRIMINAL
 COURT DIVISION
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 DOMESTIC RELATIONS
 FAMILY LAW

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

* AUDITOR • ACCOUNTANT • EX-OFFICIO CLERK TO THE BOARD • CUSTODIAN OF COUNTY FUNDS *

FINANCE
 JURY MANAGEMENT
 GUARDIANSHIP
 HUMAN RESOURCES
 JUVENILE DIVISION
 MARRIAGE
 MENTAL HEALTH
 MANAGEMENT INFORMATION SYSTEMS
 OFFICIAL RECORDS
 ONE STOP
 OPERATIONAL SERVICES
 PROBATE DIVISION
 TRAFFIC DIVISION
 TREASURY

MEMORANDUM

TO: Honorable Board of County Commissioners

FROM: Ernie Lee Magaha
 Clerk of the Circuit Court & Comptroller

By: *Patricia L. Sheldon*
 Patricia L. Sheldon, CPA, CGFO, CPFO, CPFIM
 Administrator for Financial Services
 Clerk of the Circuit Court & Comptroller

2012 AUG 16 A 8:08
 ERNIE LEE MAGAHA
 CLERK OF CIRCUIT COURT
 ESCAMBIA COUNTY, FL.
 CLERK OF THE BOARD OF
 COUNTY COMMISSIONERS

DATE: August 16, 2012

SUBJECT: Budget Comparison Reports October 1, 2011 through July 31, 2012

RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, Budget Comparison Reports for ten (10) months, or 83.33%, of Fiscal Year 2012 as follows:

1. Summarized, by fund, Budget to Actual Comparison as of July 31, 2012.
2. Actual Revenue and Expenditure Comparison to the prior fiscal year as of July 31, 2012
3. General Fund, graph of two-year comparison of actual revenues vs. actual expenditures, as of July 31, 2012.

PLS/nac

Budget to Actual Summary Report
For the fiscal year 2012
as of July 31, 2012
10 months or 83.33% of Fiscal Year

Fund # Fund Name	BUDGET ACTIVITY			Total Revenue	Percent Realized To Date	Total Expenditures	Percent Expended To Date	Difference Gain/(Use) of Fund Balance ¹	
	BUDGET as originally published	Re-Budgets of Prior Yr. Projects	Budget Amendments						Amended Budget
001 General Fund	\$ 173,665,332	\$ 730,021	\$ 1,532,787	\$ 175,928,140	\$ 130,005,377	74%	\$ 128,283,949	73%	\$1,721,428
101 Esc. County Restricted	293,382	21,080	1,272,266	1,586,728	254,066	16%	247,719	16%	6,347
102 Economic Development	2,765,000	131,438	1,626,128	4,522,566	579,963	13%	731,284	16%	(151,321)
103 Code Enforcement	2,188,239	0	972,453	3,160,692	1,578,730	50%	1,856,214	59%	(277,484)
104 Mass Transit	9,030,374	0	1,490,808	10,521,182	6,774,141	64%	6,226,620	59%	547,521
106 Mosquito Control	18,366	0	45,163	63,559	13,911	22%	41,499	65%	(27,588)
108 Tourist Promotion	5,758,178	2,597,408	1,861,847	10,217,433	6,708,407	66%	6,232,411	61%	475,996
110 Grants Fund	8,728,639	2,115,213	7,564,786	18,408,638	7,577,970	41%	8,160,816	44%	(562,846)
112 Disaster Recovery	0	0	0	0	11,496,629	n/a	0	n/a	11,496,629
114 Misdemeanor Probation	2,330,518	0	257,628	2,588,146	2,059,092	80%	1,726,272	67%	332,820
115 Article V	3,322,595	89,951	3,454,597	6,867,143	2,388,191	35%	2,748,429	40%	(360,238)
116 Development Review Fees	255,250	0	110,967	366,217	206,077	56%	187,415	51%	18,662
117 Perdido Key Beach Mouse	0	0	130,196	130,196	7,110	n/a	0	n/a	7,110
120 SHIP	160,000	0	476,864	636,864	232,974	37%	295,759	46%	(62,785)
121 Law Enforcement Trust	0	0	598,378	598,378	528,532	n/a	280,157	n/a	248,375
124 Affordable Housing Grant	1,732,212	857,931	1,629,377	4,219,520	1,789,730	42%	2,126,757	50%	(357,027)
129 CDBG/HUD	5,580,335	577,605	190,466	6,348,406	2,676,311	42%	2,614,635	41%	61,676
130 Handicapped Parking	19,000	0	195,945	214,945	40,179	19%	10,733	5%	29,446
131 Family Mediation	100,000	0	17,622	117,622	893	1%	5,543	5%	(4,650)
143 Fire Protection Fund	11,186,061	0	462,404	11,648,465	11,427,072	98%	8,325,913	71%	3,101,159
145 E-911	1,448,750	17,500	1,701,635	3,167,885	1,109,230	35%	1,488,676	47%	(379,446)
146 HUD-CDBG Housing Rehab	50,000	0	39,981	89,981	768	1%	(8,161)	-9%	8,929
147 HUD-Home Fund	4,416,006	10,000	46,660	4,472,666	1,118,072	25%	1,086,579	24%	31,493
151 Community Redevelopment	1,767,073	296,449	3,840,692	5,904,214	1,201,213	20%	1,024,881	17%	176,332
152 Southwest Sector	0	3,336,781	1,028,164	4,364,945	32,712	1%	256,105	6%	(223,393)
167 Bob Sikes Toll	2,707,500	0	1,274,855	3,982,355	2,850,186	72%	1,950,809	49%	899,377
175 Transportation Trust	19,870,212	909,488	2,638,953	23,418,653	18,176,274	78%	16,280,702	70%	1,895,572
177 StreetLighting and Road MSBU	748,553	0	373,275	1,121,828	798,334	71%	540,460	48%	257,874
181 Master Drainage	58,829	117,852	876,301	1,052,982	63,977	6%	146,895	14%	(82,918)

Budget to Actual Summary Report
 For the fiscal year 2012
 as of July 31, 2012
 10 months or 83.33% of Fiscal Year

Fund # Fund Name	BUDGET ACTIVITY				Total Revenue		Total Expenditures		Difference Gain/(Use) of Fund Balance ¹
	BUDGET as originally published	Re-Budgets of Prior Yr. Projects	Budget Amendments	Amended Budget	2012 Actual Revenue	Percent Realized To Date	2012 Actual Expenditures	Percent Expended To Date	
203 Debt Service	9,961,141	0	0	9,961,141	55,188,404	554%	51,677,207	519%	3,514,197
320 FTA Grants	0	0	2,779,444	2,779,444	318,025	11%	323,320	12%	(5,295)
333 New Road Construction	0	0	256,447	256,447	1,194	0%	221,379	86%	(220,185)
351 LOST II	0	4,765,306	10,601,136	15,366,442	20	0%	16,246,371	106%	(16,246,351)
352 LOST III	34,420,900	18,288,019	59,721,569	112,430,488	43,426,070	39%	39,095,298	35%	4,330,772
401 Solid Waste	19,342,566	0	4,390,880	23,733,446	9,269,467	39%	10,939,261	46%	(1,669,794)
406 Inspections	2,639,118	0	1,767,149	4,406,267	1,657,913	38%	1,963,003	45%	(305,090)
408 EMS	13,719,127	0	11,221,769	24,940,896	12,529,436	50%	8,182,204	33%	4,347,232
409 Civic Center	6,934,743	0	587,018	7,521,761	5,462,136	73%	6,399,075	85%	(936,939)
501 Internal Service Fund	26,131,936	0	5,820	26,137,756	14,283,539	55%	10,467,196	40%	3,816,343
TOTALS	\$ 371,349,965	\$ 34,862,042	\$ 127,042,430	\$ 533,254,437	\$ 353,832,325	66%	\$ 338,383,385	63%	

¹ This amount represents the affect on overall fund balance for each particular fund. If the amount is positive, it is adding to accumulated fund balance. If the amount is negative it indicates that current year revenue was not sufficient to meet current year expenditures and therefore fund balance is used.

Comparison of Actual Revenues & Expenditures to Prior Fiscal Year
 For the fiscal year 2012
 as of July 31, 2012
 10 months or 83.33% of Fiscal Year

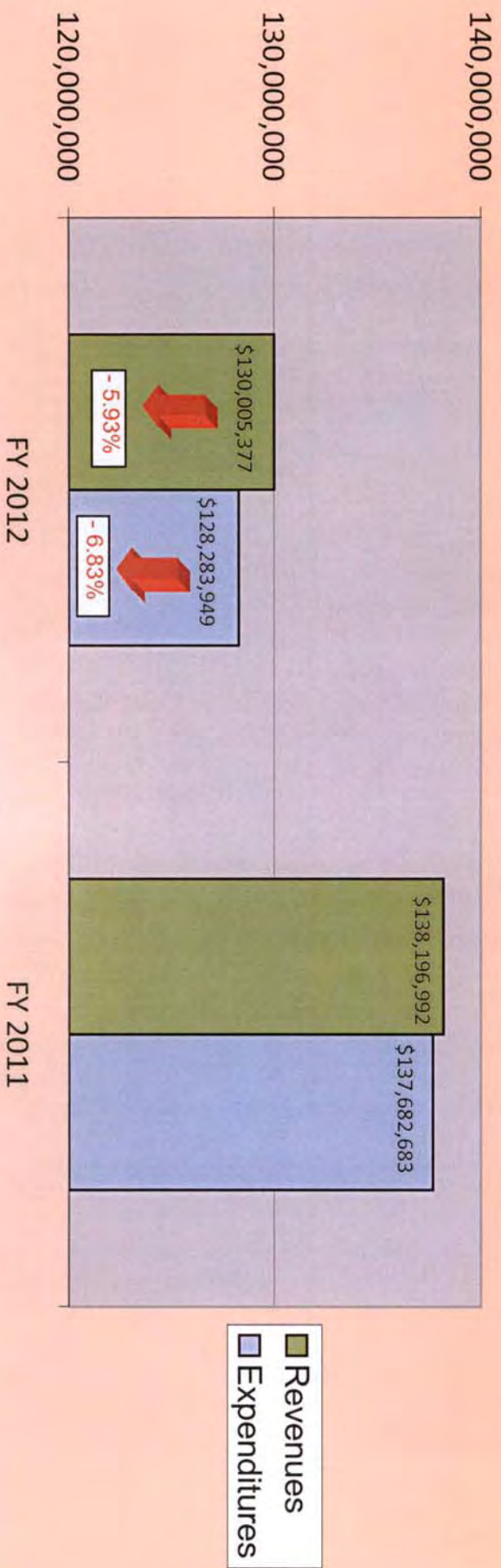
Fund #	Fund Name	Actual Revenue Oct - July Fiscal 2012	Actual Revenue Oct - July Fiscal 2011	Incr/ -Dec from Fiscal 2011	Actual Expenditures Oct - July Fiscal 2012	Actual Expenditures Oct - July Fiscal 2011	Incr/ -Dec from Fiscal 2011
001	General Fund	\$ 130,005,377	\$ 138,196,992	-6%	\$ 128,283,949	\$ 137,682,683	-7%
101	Esc. County Restricted	254,066	274,878	-8%	247,719	279,120	-11%
102	Economic Development	579,963	3,084,816	-81%	731,284	1,382,751	-47%
103	Code Enforcement	1,578,730	2,126,364	-26%	1,856,214	1,690,844	10%
104	Mass Transit	6,774,141	7,985,153	-15%	6,226,620	6,769,460	-8%
106	Mosquito Control	13,911	28,026	-50%	41,499	49,515	-16%
108	Tourist Promotion	6,708,407	7,831,926	-14%	6,232,411	4,861,321	28%
110	Grants Fund	7,577,970	3,585,377	111%	8,160,816	5,088,289	60%
112	Disaster Recovery	11,496,629	591,497	1844%	-	5,065,781	-100%
114	Misdemeanor Probation	2,059,092	2,093,329	-2%	1,726,272	1,836,158	-6%
115	Article V	2,388,191	2,463,554	-3%	2,748,429	2,063,113	33%
116	Development Review Fees	206,077	247,233	-17%	187,415	180,836	4%
117	Perdido Key Beach Mouse	7,110	891	698%	-	-	n/a
120	SHIP	232,974	499,058	-53%	295,759	723,195	-59%
121	Law Enforcement Trust	528,532	387,099	37%	280,157	231,891	21%
124	Affordable Housing Grant	1,789,730	29,025	6066%	2,126,757	243,527	773%
129	CDBG/HUD	2,676,311	3,247,228	-18%	2,614,635	3,282,987	-20%
130	Handicapped Parking	40,179	28,255	42%	10,733	56,603	-81%
131	Family Mediation	893	830	8%	5,543	4,178	33%
143	Fire Protection Fund	11,427,072	10,781,267	6%	8,325,913	9,657,739	-14%
145	E-911	1,109,230	741,506	50%	1,488,676	1,295,806	15%

Comparison of Actual Revenues & Expenditures to Prior Fiscal Year
 For the fiscal year 2012
 as of July 31, 2012
 10 months or 83.33% of Fiscal Year

Fund #	Fund Name	Actual Revenue Oct - July Fiscal 2012	Actual Revenue Oct - July Fiscal 2011	Incr/ -Dec from Fiscal 2011	Actual Expenditures Oct - July Fiscal 2012	Actual Expenditures Oct - July Fiscal 2011	Incr/ -Dec from Fiscal 2011
146	HUD-CDBG Housing Rehab	768	305	152%	(8,161)	(8,835)	n/a
147	HUD-Home Fund	1,118,072	1,183,796	-6%	1,086,579	1,172,531	-7%
151	Community Redevelopment	1,201,213	1,271,277	-6%	1,024,881	1,969,023	-48%
152	Southwest Sector	32,712	131,829	-75%	256,105	280,035	-9%
167	Bob Sikes Toll	2,850,186	3,037,456	-6%	1,950,809	2,025,244	-4%
175	Transportation Trust	18,176,274	19,193,441	-5%	16,280,702	17,295,103	-6%
177	Streetlighting and Road MSBU	798,334	835,673	-4%	540,460	497,996	9%
181	Master Drainage	63,977	65,148	-2%	146,895	418,419	-65%
203	Debt Service	55,188,404	6,715,138	722%	51,677,207	3,548,322	1356%
320	FTA Grants	318,025	479,898	-34%	323,320	558,461	-42%
333	New Road Construction	1,194	2,353	-49%	221,379	209,256	6%
350	LOST I	-	153	n/a	-	80,105	n/a
351	LOST II	20	554,452	-100%	16,246,371	5,888,911	176%
352	LOST III	43,426,070	28,307,007	53%	39,095,298	26,759,957	46%
401	Solid Waste	9,269,467	12,702,776	-27%	10,939,261	14,366,311	-24%
406	Inspections	1,657,913	1,572,012	5%	1,963,003	2,117,706	-7%
408	EMS	12,529,436	12,820,799	-2%	8,182,204	7,897,392	4%
409	Civic Center	5,462,136	5,279,609	3%	6,399,075	5,890,967	100%
501	Internal Service Fund	14,283,539	15,814,293	-10%	10,467,196	10,362,907	1%
	TOTALS	\$ 353,832,325	\$ 294,191,719	20%	\$ 338,383,385	283,775,608	19%

General Fund Only

Actual Revenues vs. Actual Expenditures October through July Two Year Comparison FY 2012 and FY 2011



Note: General Fund Revenues decreased by about \$8.1 million, while General Fund Expenditures decreased by about \$9.4 million.



ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

AI-3063 **Clerk & Comptroller's Report** **13. 2.**

BCC Regular Meeting

Meeting Date: 08/23/2012

Issue: Acceptance of Documents

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of Documents Provided to the Clerk to the Board's Office

That the Board accept, for filing with the Board's Minutes, the following documents provided to the Clerk to the Board's Office:

A. The original Grant Agreement for Emergency Solutions Grant per the Substantial Amendment to the 2010-2014 Escambia Consortium Consolidated Plan and 2011 Annual Plan, executed by the County Administrator on August 9, 2012, based on the Board's August 4, 2011, authorization for the County Administrator to execute all documents related to the Consortium 2010-2014 Consolidated Plan and the 2011 Annual Action Plan, as received in the Clerk to the Board's Office on August 10, 2012;

B. The Proposed Operating Budget and Proposed Capital Improvements Program Budget for Fiscal Year 2013 for the Emerald Coast Utilities Authority (ECUA), as submitted by Debra Buckley, Director of Finance, ECUA, and received in the Clerk to the Board's Office on August 14, 2012; and

C. *Report No. 2013-006 August 2012 Northwest Florida Water Management District Operational Audit*, as prepared by David W. Martin, CPA, State of Florida Auditor General, and received in the Clerk to the Board's Office on August 16, 2012.

Attachments

CR I-2

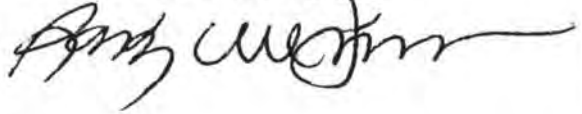
MEMORANDUM

Neighborhood Enterprise
Foundation, Inc.

Post Office Box 18178
Pensacola, Florida
32523-8178
Phone 850-458-9466

TO: Ms. Judy Witterstaeter, County Administrator's Office

From: Randy Wilkerson, NEFI



Date: August 8, 2012

RE: **Grant Agreement for ESG Funds Awarded per Substantial
Amendment to 2010-2014 Escambia Consortium
Consolidated Plan & 2011 Annual Plan
(Ref: 8/4/11 BCC-Budget Finance Agenda Item 10)**

Judy, attached please find TWO (2) originals of the above noted Emergency Solutions Grant (Second Allocation) Grant Agreement which have been executed by HUD. Both originals need to be executed by the County Administrator in the tabbed locations. **The County Administrator was authorized to execute Consolidated Plan and Annual Plan related documents specific to this Grant on 8/4/2011 (resume attached)**. Once the Administrator signs the Amendment, please retain one complete original for County records and return the remaining original to me. I will then submit the remaining original to HUD per their instructions and retain a copy for my files.

I will submit a recommendation to the BCC no later than the 9/17/12 Board meeting for acknowledgement of the award and any other necessary actions.

As always, I appreciate all of your help with this. Thanks.

8-10-12 Doris,
Attached is one original for filing
with the Board's minutes.
Thanks, Judy W.

CLERK OF THE BOARD OF
COUNTY COMMISSIONERS
2012 AUG 10 A 9:23
JUDY WITTERSTAETER
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL.



U. S. Department of Housing and Urban Development
Jacksonville Field Office
Charles Bennett Federal Building
400 West Bay Street
Suite 1015
Jacksonville, Florida 32202-4410

July 20, 2012

COPY

Mr. Charles R. Oliver
County Administrator
Escambia County
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Subject: Approval of Fiscal Year (FY) 2011 Annual Action Plan Substantial Amendment
2nd ESG Allocation
Escambia County, Florida

Dear Mr. Oliver:

I am pleased to approve your substantial amendment to the Fiscal Year (FY) 2011 Annual Action Plan. Enclosed is a grant agreement amendment for your second allocation of FY2011 Emergency Solutions Grant (ESG) funds in the amount of \$ 51,524. These funds are subject to the requirements in 24 CFR part 576, as revised by the Emergency Solutions Grants and Consolidated Plan Conforming Amendments Interim Rule, which was published in the Federal Register on December 5, 2011 (76 Fed. Reg. 75954).

I am sure you appreciate the need for prompt action in using these funds to both prevent homelessness and help persons experiencing homelessness. Within 180 days after the date that HUD signs the grant agreement amendment, you must obligate the entire grant amount, except the amount allowed for administrative costs. This requirement will be met by an agreement with, or a letter of award requiring payment to, a subrecipient; a procurement contract; or a written designation of a department within your government to directly carry out an eligible activity. If you represent an urban county, this requirement may also be met with an agreement with, or letter of award requiring payment to, a member government that has designated a department to directly carry out an eligible activity.

All ESG grant funds must be expended within 24 months after the date HUD signs the grant agreement amendment. Please make every effort to expend all ESG funds by this deadline. HUD may recover any grant amounts that are not expended by this date and reallocate the funds in accordance with 24 CFR part 576, subpart D.

Do not commit any funds for activities to be assisted by ESG, except in accordance with the environmental regulations at 24 CFR part 50. Essential services, housing stabilization and relocation services, tenant-based rental assistance, administrative activities and HMIS activities are categorically ~~excluded and not subject to the federal laws and authorities cited in §50.4.~~

Enclosed are two signed copies of the Grant Agreement Amendment. Please sign each original copy of the Grant Agreement Amendment. Retain one copy for your records and return the remaining copy to us. Our office will retain one original copy of the Grant Agreement Amendment and send a copy to the HUD Accounting Center to record the obligation.

If you have any questions or need assistance to expend these funds expeditiously to assist homeless persons, please contact Larry Lopez of this office at (904) 208-6008.

HUD's mission is to increase homeownership, support community development and increase access to affordable housing free from discrimination.

www.hud.gov

espanol.hud.gov

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items – Continued

8. See Page 39.

9. See Page 40.

10. Taking the following action concerning approval of the Escambia Consortium 2010-2014 Consolidated Plan and the 2011 Annual Action Plan (Funding: Fund 129/CDBG, Fund 147/HOME, and Fund 110/ESG – Cost Centers to be assigned):

A. Approving the Escambia Consortium 2010-2014 Consolidated Plan, providing goals, objectives, and strategies for housing, community development, and fair housing activities, during the period October 1, 2010, through September 30, 2015;

B. Approving the Escambia Consortium 2011 Annual Action Plan for Housing and Community Development, including the Escambia County 2011 Annual Plan, detailing use of 2011 Community Development Block Grant (CDBG) funds, in the amount of \$1,883,282; 2011 HOME Investment Partnerships Act (HOME) funds, in the amount of \$1,576,794; and 2011 Emergency Shelter Grant (ESG) Program funds, in the amount of \$91,599; and

C. Authorizing the County Administrator to execute all Escambia Consortium 2010-2014 Consolidated Plan and 2011 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development (HUD), and authorizing the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2011 CDBG, 2011 HOME, and 2011 ESG Programs.

8/4/2011

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-3. Approval of Various Consent Agenda Items – Continued

2) Accepting, for filing with the Board's Minutes, the original *Escambia County, Florida, Substantial Amendment to the 2010-2014 Consolidated Plan 2011 Action Plan for the 2011 Emergency Solutions Grant (ESG) Second Allocation*, executed by the County Administrator on May 8, 2012, based on the Board's August 4, 2011, authorization for the County Administrator to execute all documents related to the Consortium 2010-2014 Consolidated Plan and the 2011 Annual Action Plan, as received in the Clerk to the Board's Office on May 9, 2012.

3. Taking the following action concerning Minutes and Reports prepared by the Clerk to the Board's Office:

A. Accepting, for filing with the Board's Minutes, the Report of the Agenda Work Session held May 3, 2012;

B. Approving the Minutes of the Meeting of the Board of County Commissioners as Trustees for the Escambia County Council of 4-H Clubs held May 3, 2012; and

C. Approving the Minutes of the Regular Board Meeting held May 3, 2012.

Grant Agreement

Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act, 42 USC 11371 et seq.

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Emergency Solutions Grants Program

Grant Number: E11-UC-12-0022

1. Name of Grantee (as shown in item 5 of Standard Form 424) Escambia County		2. Grantee's 9-digit Tax ID Number 59-6000598	
3. Grantee's DUNS Number: 07-507-9673			
4. Grantee's Complete Address (as shown in item 5 of Standard Form 424) P.O. Box 18178 Pensacola, FL 32523-8178			
<p>Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.). The Grantee's submissions under 24 CFR Part 91 that pertain to this Grant, the HUD regulations at 24 CFR Part 576 (as now in effect and as may be amended from time to time), section 100261 of the Moving Ahead for Progress in the 21st Century Act (Public Law 112-141), and any special conditions attached to this Grant Agreement constitute part of this Grant Agreement. Subject to the provisions of this Grant Agreement, HUD will make the Grant available to the Grantee upon execution of the Grant Agreement by the Grantee and HUD. The Grant may be used to pay costs incurred after the date specified in item 8 below, provided the activities to which the costs are related are carried out in compliance with all applicable requirements. The Grantee agrees to assume all of the responsibilities with respect to environmental review, decision making, and action required under the HUD regulations at 24 CFR Part 58. The Grantee shall also comply with the Office of Management and Budget requirements for Universal Identifier and Central Contractor Registration and Reporting Subaward and Executive Compensation Information at 2 CFR Part 25, Appendix A to Part 25—Award Term, and 2 CFR Part 170, Appendix A to Part 170—Award Term.</p>			
5. Special Conditions (check one): <input checked="" type="checkbox"/> None <input type="checkbox"/> Attached			
6a. Date HUD Received Grantee's Annual Submission under 24 CFR Part 91 (mm/dd/yyyy) 08/12/2011		6b. Date Grantee Notified: (mm/dd/yyyy) 09/09/2011	
7. Date of Start of Grantee's Program Year (mm/dd/yyyy) 10/01/2011		8. Date Use of Funds May Begin (the later of the date in 6a and the date in 7) (mm/dd/yyyy) 10/01/2011	
9. Funding Approval (check one): <input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment			
10. Amount of Emergency Solutions Grant:		\$143,123	
10a. Funds Reserved for this Grantee		\$143,123	
10b. Funds Now Being Approved		\$51,524	
10c. Reservation to be Cancelled (10a minus 10b)		\$0	
11. Name and Complete Address of Department Designated to Administer the Grant Neighborhood Enterprise Foundation Inc. (NEFI) P.O. Box 18178 Pensacola, Florida 32523-8178			
11a. Name of Authorized Official			
11b. Title		11c. Signature	11d. Date (mm/dd/yyyy)
11e. Phone Number		11f. Fax Number	11g. E-mail Address
12. U.S. Department of Housing and Urban Development		13. Grantee Name Escambia County	
12a. Name of Authorized Official Gary Causey		13a. Name of Authorized Official Charles R. "Randy" Oliver	
12b. Title Director, CPD, 4HD		13b. Title County Administrator	
12c. Signature <i>Gary Causey</i>		13c. Signature <i>Charles R. Oliver</i>	
12d. Date (mm/dd/yyyy) 07/20/2012		13d. Date (mm/dd/yyyy) 8/9/12	

This document approved as to form and legal sufficiency.

By: *[Signature]*
Title: ACF
Date: 8/3/12

[Signature]
WITNESS
[Signature]
WITNESS



FINANCE ADMINISTRATION
CLERK OF CIRCUIT COURT
PENSACOLA COUNTY, FL

P.O. Box 15311 • 9255 Sturdevant Street
Pensacola, Florida 32514-0311
ph: 850 476-5110 • fax: 850 494-7346

2012 AUG 13 A 7:27

FINANCE ADMINISTRATION

August 9, 2012

Ernie Lee Magaha
Clerk of the Circuit Court
M C Blanchard Building
190 Governmental Center
Pensacola, FL 32501

Dear Sir:

In accordance with Chapter 218.35(4) of the Florida Statutes please find enclosed a copy of the Proposed Operating Budget and Proposed Capital Improvements Program Budget for Fiscal Year 2013 for the Emerald Coast Utilities Authority.

If you have any questions, please feel free to contact me at 969-3320.

Sincerely,

Debra Buckley
Director of Finance

DB/rb

Enclosure: Proposed Budgets

ERNEE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2012 AUG 14 P 3:01
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

ECUA BUDGET

WATER & WASTEWATER SYSTEMS

FY 2013

**EMERALD COAST UTILITIES AUTHORITY
WATER & WASTEWATER SYSTEMS
PROPOSED SOURCES & USES
FISCAL YEAR 2013**

SOURCES:

MONTHLY SERVICE CHARGES :		
WATER	\$39,658,934	
WASTEWATER	45,256,090	
TOTAL MONTHLY SERVICE CHARGES	<u>84,915,024</u>	
CONNECTION CHARGES	270,000	
MISCELLANEOUS	1,250,000	
SEWER IMPROVEMENT FEE	6,250,000	
TOTAL OPERATING REVENUES	<u>92,685,024</u>	92,685,024
INTEREST INCOME		350,000
IMPACT FEES		<u>1,250,000</u>
TOTAL REVENUES		94,285,024
BEGINNING BALANCES :		
UNRESTRICTED RESERVES		3,500,000
BOND FUNDS		20,000,000
PROJECT CONTINGENCIES (WORKING CAPITAL)		<u>13,306,447</u>
TOTAL SOURCES		<u>131,091,471</u>

USES:

PERSONAL SERVICES	30,442,758	
SUPPORT SERVICES	18,216,620	
MATERIALS & SUPPLIES	7,211,385	
SEPTIC TANK ABATEMENT PROGRAM	160,000	
OPERATING CONTINGENCY	300,000	
INDIRECT OVERHEAD ALLOCATION	(454,320)	
TOTAL OPERATING EXPENSES	<u>55,876,443</u>	55,876,443
DEBT SERVICE (PARITY DEBT)		25,125,130
DEBT SERVICE FOR NEW BORROWING		1,575,000
DEBT SERVICE FOR SRF LOANS		5,607,685
CIP PROJECTS	6,466,000	
R & R PROJECTS	6,500,000	
BOND FUND PROJECTS	20,000,000	
AMR PROGRAM ANNUAL LOAN PAYMENT	1,163,355	
TOTAL OTHERS		34,129,355
ENDING BALANCES :		
UNRESTRICTED RESERVES		3,500,000
PROJECT CONTINGENCIES (WORKING CAPITAL)		<u>5,277,858</u>
TOTAL USES		<u>\$131,091,471</u>
DEBT SERVICE COVERAGE (PARITY DEBT)		<u>1.40</u>
DEBT SERVICE COVERAGE (ALL DEBT)		<u>1.15</u>

EMERALD COAST UTILITIES AUTHORITY
WATER & WASTEWATER SYSTEMS

	ACTUAL FY 2011	CURRENT BUDGET FY 2012	PROPOSED FY 2013	INCREASE (DECREASE)	BUDGET % INCREASE
ECUA BOARD	261,467	258,117	302,242	44,125	17.09%
OFFICE OF THE EXECUTIVE DIRECTOR	835,023	692,284	723,993	31,709	4.58%
FINANCE	2,587,905	2,899,864	2,904,596	4,732	0.16%
INFORMATION TECHNOLOGY	802,876	1,183,265	1,303,834	120,569	10.19%
HUMAN RESOURCES & ADMIN SERVICES	2,918,393	3,303,669	3,401,803	98,134	2.97%
ENGINEERING	2,460,121	2,416,408	2,428,995	12,587	0.52%
SHARED SERVICES	284,770	289,174	318,136	28,962	10.02%
REGIONAL SERVICES	8,270,634	8,320,171	9,010,750	690,579	8.30%
CUSTOMER SERVICES	1,803,584	2,046,181	2,065,751	19,570	0.96%
UTILITY OPERATIONS	8,172,840	11,011,344	12,124,269	1,112,925	10.11%
WATER PRODUCTION	6,892,990	7,876,338	8,313,642	437,304	5.55%
WATER RECLAMATION	10,755,298	10,908,346	10,919,200	10,854	0.10%
COMMUNICATIONS & GOVERNMENTAL AFFAIRS	387,105	448,676	477,152	28,476	6.35%
OTHER EXPENSES- SEPTIC TANK ABATEMENT, BAD DEBT, PAYING AGENT FEES, PROGRESSIONS	1,539,607	1,036,400	1,036,400	0	0.00%
OVERHEAD ALLOCATIONS	(273,084)	(443,253)	(454,320)	(11,067)	2.50%
FUNDING FOR FLORIDA RETIREMENT SYSTEM RATE ADJUSTMENT OR MERIT INCREASE	0	0	700,000	700,000	
OPERATING CONTINGENCY	0	250,000	300,000	50,000	20.00%
TOTAL OPERATING EXPENSES	47,699,529	52,496,984	55,876,443	3,379,459	6.44%

ACCOUNT DESCRIPTION	2011	2012	2013	INCREASE/ DECREASE	EXPLANATION OF CHANGE
	LAST YEARS ACTUAL	ORIGINAL BUDGET	PROPOSED BUDGET		
ECUA BOARD					
BOARD MEMBERS SALARIES	164,531	164,126	196,750	32,624	
BOARD MEMBERS ALLOWANCE	12,000	12,000	12,000	-	
SOCIAL SECURITY	15,182	13,474	15,510	2,036	
ECUA PENSION	5,365	5,252	6,296	1,044	
STATE PENSION	16,831	10,970	12,077	1,107	
LIFE & HEALTH INSURANCE	45,203	43,095	50,409	7,314	
PERSONAL SERVICES	259,112	248,917	293,042	44,125	
COMMITTEE MEMBER COMP	2,250	6,000	6,000	-	
TRAVEL AND PER DIEM	-	2,000	2,000	-	
PROFESSIONAL DEV	105	1,000	1,000	-	
SUPPORT SERVICES	2,355	9,000	9,000	-	
DUES & SUBSCRIPTIONS	-	200	200	-	
MATERIALS & SUPPLIES	-	200	200	-	
DEPARTMENT TOTAL	261,467	258,117	302,242	44,125	

ACCOUNT DESCRIPTION	2011	2012	2013	INCREASE/ EXPLANATION	
	LAST YEARS ACTUAL	ORIGINAL BUDGET	PROPOSED BUDGET	DECREASE	OF CHANGE
OFFICE OF EXECUTIVE DIRECTOR					
REGULAR SALARIES	286,265	298,903	303,256	4,353	
SOCIAL SECURITY	17,391	18,418	17,752	(666)	
STATE PENSION	30,251	16,550	17,245	695	
LIFE & HEALTH INSURANCE	19,825	24,163	26,990	2,827	
PERSONAL SERVICES	353,732	358,034	365,243	7,209	
LEGAL FEES	434,916	250,000	250,000	-	
PROFESSIONAL SERVICES	-	25,000	50,000	25,000	Required management audit.
TRAVEL AND PER DIEM	1,641	2,500	2,500	-	
RENTAL AND LEASES	12,934	15,000	8,500	(6,500)	
REP & MAINT - EQUIP & VEHICLES	645	3,000	1,500	(1,500)	
COMMUNITY RELATIONS	6,711	7,000	12,000	5,000	Vision 2015 Program.
CLASSIFIED ADVERTISING	-	500	500	-	
OTHER CURRENT CHARGES	-	2,000	2,000	-	
PROFESSIONAL DEV	1,277	1,500	1,500	-	
SUPPORT SERVICES	458,124	306,500	328,500	22,000	
POSTAGE	73	150	150	-	
PRINTING & BINDING	-	300	300	-	
OFFICE SUPPLIES	1,847	3,000	3,000	-	
GAS, OIL & LUBRICANTS	1,709	1,550	1,550	-	
MINOR SOFTWARE	-	250	250	-	
DUES & SUBSCRIPTIONS	19,538	22,500	25,000	2,500	
MATERIALS & SUPPLIES	23,167	27,750	30,250	2,500	
DEPARTMENT TOTAL	835,023	692,284	723,993	31,709	

ACCOUNT DESCRIPTION	2011		2012		2013		INCREASE/ DECREASE	EXPLANATION OF CHANGE
	LAST YEARS ACTUAL	BUDGET	ORIGINAL BUDGET	PROPOSED BUDGET				
FINANCE								
REGULAR SALARIES	1,241,053	1,374,216	1,363,231			(10,985)	Vacancies filled at entry level.	
OTHER SALARIES-STUDENT	11,306	16,120	16,037			(83)		
OVERTIME-MISCELLANEOUS	6,664	4,050	4,250			200		
SOCIAL SECURITY	92,091	107,708	99,943			(7,765)		
STATE PENSION	117,711	68,294	71,326			3,032		
LIFE & HEALTH INSURANCE	233,757	314,149	342,682			28,533		
PERSONAL SERVICES	1,702,582	1,884,537	1,897,469			12,932		
AUDITING AND ACCOUNTING	61,489	75,750	75,750			-		
TEMPORARY SERVICES	52,417	-	-			-		
BANKS E-BOX CUSTOMER PYMT	20,973	22,800	22,800			-		
LOCKBOX SERVICE	23,264	30,000	30,000			-		
OUTSOURCING UTILITY BILLS	68,197	134,220	134,220			-		
OTHER CONTRACTUAL SERVICE	19,252	32,338	32,338			-		
TRAVEL AND PER DIEM	1,463	3,970	4,655			685		
REP&MAINT-EQUIP &VEHICLES	41,068	57,285	42,520			(14,765)	Reduced maint. cost of mail inserter.	
CLASSIFIED ADVERTISING	10,337	11,000	11,000			-		
DUMPSTERS	3,064	3,660	3,660			-		
INVENTORY OVER/SHORT	(1,240)	-	-			-		
OTHER CURRENT CHARGES	700	850	850			-		
PROFESSIONAL DEV	1,389	2,840	2,840			-		
SUPPORT SERVICES	302,373	374,713	360,633			(14,080)		
POSTAGE	515,636	605,400	605,400			-		
COMPUTER FORMS	33,540	3,109	3,109			-		
PRINTING & BINDING	2,982	4,460	3,860			(600)		
OFFICE SUPPLIES	12,965	12,700	12,700			-		
CLOTHING SUPPLIES	251	400	1,000			600		
GAS, OIL & LUBRICANTS	13,343	10,960	16,240			5,280	Increased fuel costs.	
OPERATING SUPPLIES	1,883	1,800	1,800			-		
MINOR SOFTWARE	924	-	-			-		
PROTECTIVE CLOTHING	149	100	100			-		
BOOKS & PUBLICATIONS	-	100	700			600		
DUES & SUBSCRIPTIONS	1,277	1,585	1,585			-		
MATERIALS AND SUPPLIES	582,950	640,614	646,494			5,880		
DEPARTMENT TOTAL	2,587,905	2,899,864	2,904,596			4,732		

ACCOUNT DESCRIPTION	2011	2012	2013	INCREASE/ DECREASE OF CHANGE	EXPLANATION
	LAST YEARS ACTUAL	ORIGINAL BUDGET	PROPOSED BUDGET		
INFORMATION TECHNOLOGY					
REGULAR SALARIES	389,930	550,868	603,989	53,121	I.T. Specialist-Audit Recommendation.
OTHER SALARIES-STUDENT	-	-	17,400	17,400	
SHIFT DIFFERENTIAL	-	208	208	-	
OVERTIME-MISCELLANEOUS	290	3,692	3,192	(500)	
SOCIAL SECURITY	27,025	42,648	44,037	1,389	
STATE PENSION	35,945	26,698	34,856	8,158	
LIFE & HEALTH INSURANCE	60,328	106,211	133,077	26,866	
PERSONAL SERVICES	513,518	730,325	836,759	106,434	
CONSULTANT SERVICES	4,074	3,000	3,000	-	
OTHER CONTRACTUAL SERVICE	15,508	15,600	15,600	-	
TRAVEL AND PER DIEM	4,641	8,910	6,925	(1,985)	
TELEPHONE	-	45,100	52,800	7,700	New Primary Interface at CWRP.
INTERNET ACCESS	3,762	3,530	3,530	-	
WIRELESS WORKORDER SYSTEM	54	-	600	600	
LEASED LINES	40,894	43,800	45,300	1,500	Network access to Internet.
REP & MAINT - EQUIP & VEHICLES	39,144	56,100	56,100	-	
REP & MAINT - TELEPHONES	-	20,000	20,000	-	
REP & MAINT - SOFTWARE	131,266	196,050	196,850	800	
PROFESSIONAL DEV	6,803	11,000	13,800	2,800	Online training at ECUA versus travel.
SUPPORT SERVICES	246,146	403,090	414,505	11,415	
POSTAGE	56	150	150	-	
COMPUTER FORMS	11,108	12,620	12,620	-	
OFFICE SUPPLIES	846	1,450	1,200	(250)	
GAS, OIL & LUBRICANTS	467	780	600	(180)	
MINOR SOFTWARE	7,453	9,000	10,000	1,000	
OPERATING SUPPLIES	18,442	21,000	21,000	-	
SMALL TOOLS AND EQUIPMENT	3,153	1,550	1,550	-	
BOOKS & PUBLICATIONS	-	600	600	-	
DUES & SUBSCRIPTIONS	1,687	2,700	1,350	(1,350)	
CAPITAL OUTLAY	-	-	3,500	3,500	
MATERIALS & SUPPLIES	43,212	49,850	52,570	2,720	
DEPARTMENT TOTAL	802,876	1,183,265	1,303,834	120,569	

ACCOUNT DESCRIPTION	2011	2012	2013	INCREASE/ DECREASE OF CHANGE	EXPLANATION
	LAST YEARS ACTUAL	ORIGINAL BUDGET	PROPOSED BUDGET		
HUMAN RESOURCES/ADMIN SERV					
REGULAR SALARIES	607,137	651,274	643,567	(7,707)	
OVERTIME-MISCELLANEOUS	-	1,500	1,500	-	
SOCIAL SECURITY	44,034	50,398	47,077	(3,321)	
STATE PENSION	58,883	33,301	34,383	1,082	
LIFE & HEALTH INSURANCE	98,373	128,545	144,567	16,022	
LONG TERM DISABILITY	97,374	118,800	118,800	-	
FSA ADMINISTRATIVE COST	12,018	15,000	15,000	-	
UNEMPLOYMENT COMPENSATION	71,098	75,000	75,000	-	
WORKERS COMPENSATION	755,092	762,500	762,500	-	
COBRASERVE FEE	4,220	5,500	6,000	500	
PERSONAL SERVICES	1,748,229	1,841,818	1,848,394	6,576	
MEDICAL SERVICES	33,611	55,945	55,945	-	
PROFESSIONAL SERVICES	9,757	23,500	23,500	-	
OTHER CONTRACTUAL SERVICE	76,843	103,000	103,000	-	
INSURANCE PREMIUMS/CLAIMS	979,948	1,169,739	1,199,739	30,000	Third party adjuster services.
TEMPORARY SERVICES	5,782	-	-	-	
TRAVEL AND PER DIEM	5,582	12,250	9,100	(3,150)	
REP&MAINT-EQUIP &VEHICLES	7,530	6,400	7,400	1,000	
EMPLOYEE RELATIONS	23,798	27,000	25,000	(2,000)	
HEALTHY CHOICE REIM PROGRAM	-	-	22,000	22,000	New program for healthy employees.
CLASSIFIED ADVERTISING	2,441	1,500	1,500	-	
EDUCATIONAL REIMBURSEMENT	2,100	15,000	26,000	11,000	Educational assistance for employees.
OTHER CURRENT CHARGES	-	150	150	-	
PROFESSIONAL DEV	3,187	8,850	32,270	23,420	Training-Diversity, supervisor basics, etc.
SUPPORT SERVICES	1,150,579	1,423,334	1,505,604	82,270	
POSTAGE	331	700	700	-	
PRINTING & BINDING	-	6,500	7,500	1,000	
OFFICE SUPPLIES	7,097	7,500	7,500	-	
GAS, OIL & LUBRICANTS	1,116	2,200	2,200	-	

CONTINUED

ACCOUNT DESCRIPTION	2011	2012	2013	INCREASE/ DECREASE OF CHANGE	EXPLANATION
	LAST YEARS ACTUAL	ORIGINAL BUDGET	PROPOSED BUDGET		
HUMAN RESOURCES/ADMIN SERV					
MINOR SOFTWARE	516	1,000	7,250	6,250	FMLA and benefits tracking software.
OPERATING SUPPLIES	2,074	3,500	3,500	-	
PROTECTIVE CLOTHING	22	250	250	-	
SMALL TOOLS AND EQUIPMENT	280	2,000	2,000	-	
TRAINING SUPPLIES	-	2,000	5,000	3,000	Increased in-house training - Mgmt. audit.
BOOKS & PUBLICATIONS	69	500	500	-	
DUES & SUBSCRIPTIONS	8,080	12,367	11,405	(962)	
MATERIALS & SUPPLIES	19,585	38,517	47,805	9,288	
DEPARTMENT TOTAL	2,918,393	3,303,669	3,401,803	98,134	

ACCOUNT DESCRIPTION	2011	2012	2013	INCREASE/ DECREASE OF CHANGE
	LAST YEARS ACTUAL	ORIGINAL BUDGET	PROPOSED BUDGET	
ENGINEERING				
REGULAR SALARIES	1,653,564	1,639,638	1,849,679	10,041
OVERTIME-MISCELLANEOUS	5,607	21,500	11,000	(10,500)
SOCIAL SECURITY	117,439	127,035	118,153	(8,882)
ECUA PENSION	2,323	2,371	2,371	-
STATE PENSION	151,478	81,224	86,438	5,214
LIFE & HEALTH INSURANCE	331,824	380,870	394,894	14,024
PERSONAL SERVICES	2,262,235	2,252,638	2,262,535	9,897
PROFESSIONAL SERVICES	21,000	5,000	5,000	-
OTHER CONTRACTUAL SERVICE	400	2,000	2,000	-
TEMPORARY SERVICES	34,463	-	-	-
TRAVEL AND PER DIEM	5,221	7,000	7,300	300
RENTAL AND LEASES	36,398	51,645	49,335	(2,310)
REP & MAINT - SOFTWARE	31,779	13,925	13,925	-
REP&MAINT-EQUIP &VEHICLES	6,298	17,700	17,700	-
PROFESSIONAL DEV	4,948	7,000	7,500	500
OTHER CURRENT CHARGES	359	1,300	1,300	-
SUPPORT SERVICES	140,866	105,570	104,060	(1,510)
POSTAGE	102	300	300	-
PRINTING & BINDING	(100)	300	300	-
OFFICE SUPPLIES	4,457	10,350	10,350	-
CLOTHING SUPPLIES	518	850	800	(50)
GAS, OIL & LUBRICANTS	29,692	31,000	32,500	1,500
MINOR SOFTWARE	1,401	2,000	2,000	-
OPERATING SUPPLIES	13,785	8,000	10,500	2,500
PROTECTIVE CLOTHING	138	200	200	-
SMALL TOOLS AND EQUIPMENT	3,685	600	850	250
BOOKS & PUBLICATIONS	-	100	600	500
DUES & SUBSCRIPTIONS	3,342	4,500	4,000	(500)
MATERIALS & SUPPLIES	57,020	58,200	62,400	4,200
DEPARTMENT TOTAL	2,460,121	2,416,408	2,428,995	12,587

500 Geographic Info. Systems (GIS) training.

1,500 Fuel cost increase.

ACCOUNT DESCRIPTION	2011	2012	2013	INCREASE/ DECREASE OF CHANGE	EXPLANATION
	LAST YEARS ACTUAL	ORIGINAL BUDGET	PROPOSED BUDGET		
SHARED SERVICES					
REGULAR SALARIES	132,982	187,302	191,351	4,049	
OVERTIME-MISCELLANEOUS	-	250	250	-	
SOCIAL SECURITY	9,242	13,766	13,736	(30)	
STATE PENSION	14,297	8,634	11,258	2,624	
WORKERS COMPENSATION	26,986	-	-	-	
LIFE & HEALTH INSURANCE	11,886	24,672	46,991	22,319	
PERSONAL SERVICES	195,393	234,624	263,586	28,962	
TEMPORARY SERVICES	30,806	-	-	-	
TRAVEL AND PER DIEM	-	450	450	-	
800 PHONE SYSTEM	49,007	42,000	42,000	-	
RENTAL AND LEASES	4,056	4,500	4,500	-	
REP & MAINT-EQUIP & VEHICLES	254	1,450	1,450	-	
PROFESSIONAL DEV	-	200	200	-	
SUPPORT SERVICES	84,123	48,600	48,600	-	
PRINTING & BINDING	38	100	100	-	
OFFICE SUPPLIES	912	800	800	-	
GAS, OIL & LUBRICANTS	4,304	4,750	4,750	-	
OPERATING SUPPLIES	-	200	200	-	
DUES & SUBSCRIPTIONS	-	100	100	-	
MATERIALS & SUPPLIES	5,254	5,950	5,950	-	
DEPARTMENT TOTALS	284,770	289,174	318,136	28,962	

ACCOUNT DESCRIPTION	2011	2012	2013	INCREASE/ DECREASE	EXPLANATION OF CHANGE
	LAST YEARS ACTUAL	ORIGINAL BUDGET	PROPOSED BUDGET		
REGIONAL SERVICES					
REGULAR SALARIES	4,333,480	4,521,918	4,550,867	28,949	Water valve & air release Maint. crews.
SHIFT DIFFERENTIAL	7,317	7,680	7,680	-	
OVERTIME-MISCELLANEOUS	261,479	224,241	232,000	7,759	
OVERTIME-PROGRAMMED	8,630	10,500	10,500	-	
STANDBY	54,601	45,220	46,000	780	
SOCIAL SECURITY	338,061	371,366	350,680	(20,686)	
ECUA PENSION	6,635	6,208	6,208	-	
STATE PENSION	426,813	228,721	250,907	22,186	
LIFE & HEALTH INSURANCE	918,753	1,114,922	1,290,487	175,565	
PERSONAL SERVICES	6,355,769	6,530,776	6,745,329	214,553	
OTHER CONTR SERV-PCB	-	500	500	-	
OTHER CONTRACTUAL SERVICE	163,748	198,000	298,000	100,000	Contractor help for system emergencies.
ROAD PERMITS	-	6,000	6,000	-	
TEMPORARY SERVICES	29,336	37,000	27,000	(10,000)	
TRAVEL AND PER DIEM	-	2,000	2,000	-	
WIRELESS WORKORDER SYSTEM	270		22,000	22,000	Wireless, paperless workorder system.
RENTAL AND LEASES	20,365	14,700	14,700	-	
R&M-OTHER-PCB	-	500	500	-	
REP & MAINT - OTHER	3,968	2,250	2,250	-	
REP&MAINT-EQUIP &VEHICLES	178,630	183,900	183,900	-	
DUMPSTERS	30,981	28,000	28,000	-	
OTHER CUR CGS PCB	2,651	2,800	2,800	-	
OTHER CURRENT CHARGES	3,556	3,100	3,100	-	
PROFESSIONAL DEV	1,552	13,000	18,000	5,000	
TIPPING FEES	11,294	15,000	15,000	-	
SUPPORT SERVICES	446,351	506,750	623,750	117,000	
POSTAGE	197	150	150	-	
COMPUTER FORMS	-	1,000	1,000	-	
PRINTING & BINDING	894	1,000	1,000	-	
OFFICE SUPPLIES	3,835	4,500	4,500	-	
CLOTHING SUPPLIES	9,664	18,000	18,321	321	
FIRE HYDRANTS	67,547	52,000	52,000	-	

CONTINUED

ACCOUNT DESCRIPTION	2011	2012	2013	INCREASE/ DECREASE OF CHANGE	EXPLANATION
	LAST YEARS ACTUAL	ORIGINAL BUDGET	PROPOSED BUDGET		
REGIONAL SERVICES					
GAS, OIL & LUBRICANTS	369,918	321,495	335,000	13,505	
MANHOLE SUPPLIES	17,698	32,000	32,000	-	
METERS/REPLACEMENT	184,953	185,000	400,000	215,000	Replace failed meters and parts.
MINOR SOFTWARE	-	300	300	-	
NEW SERVICES MATERIALS	103,679	112,500	112,500	-	
OPERATING SUPPLIES	89,728	91,000	91,000	-	
OPERATING SUPPLIES-PCB	18,756	10,000	12,000	2,000	
ECUA T-SHIRT UNIFORMS	(1,676)	-	-	-	
PIPES, FITTINGS & HYDRANTS	449,775	289,000	338,000	49,000	Based on actual usage.
PROTECTIVE CLOTHING	26,191	23,900	26,300	2,400	
SMALL TOOLS AND EQUIPMENT	40,234	40,200	43,000	2,800	
CHEMICAL SUPPLIES	19,349	20,000	20,000	-	
ROAD MATERIALS & SUPPLIES	67,574	80,000	80,000	-	
BOOKS & PUBLICATIONS	-	200	200	-	
DUES & SUBSCRIPTIONS	198	400	400	-	
CAPITAL OUTLAY	-	-	74,000	74,000	
MATERIAL & SUPPLIES	1,468,514	1,282,645	1,641,671	359,026	
DEPARTMENT TOTAL	8,270,634	8,320,171	9,010,750	690,579	

ACCOUNT DESCRIPTION	2011	2012	2013	PROPOSED INCREASE/ BUDGET DECREASE	EXPLANATION OF CHANGE
	LAST YEARS ACTUAL	ORIGINAL BUDGET	PROPOSED BUDGET		
CUSTOMER SERVICES					
REGULAR SALARIES	1,215,360	1,376,559	1,357,686	(18,873)	Long term employees retired.
OTHER SALARIES-STUDENT	4,786	7,600	7,600	-	
OVERTIME-MISCELLANEOUS	5,557	7,950	14,350	6,400	
SOCIAL SECURITY	88,133	107,889	98,718	(8,171)	
ECUA PENSION	2,717	2,758	-	(2,758)	
STATE PENSION	107,648	65,845	71,421	5,576	
LIFE & HEALTH INSURANCE	299,461	386,890	423,286	36,396	
PERSONAL SERVICES	1,723,662	1,955,491	1,974,061	18,570	
OTHER CONTRACTUAL SERVICE	26,763	29,060	29,060	-	
TRAVEL AND PER DIEM	2,737	5,050	5,050	-	
PROFESSIONAL DEVELOPMENT	1,482	2,750	3,450	700	
REP&MAINT-EQUIP & VEHICLES	3,674	11,900	11,900	-	
OTHER CURRENT CHARGES	(122)	3,500	3,500	-	
SUPPORT SERVICES	34,534	52,260	52,960	700	
POSTAGE	-	250	250	-	
PRINTING & BINDING	9,109	3,180	3,180	-	
OFFICE SUPPLIES	17,412	15,000	15,000	-	
MINOR SOFTWARE	1,590	350	350	-	
OPERATING SUPPLIES	13,473	12,800	13,100	300	
SMALL TOOLS AND EQUIPMENT	5	1,000	1,000	-	
CLOTHING SUPPLIES	-	100	100	-	
GAS, OIL & LUBRICANTS	2,685	3,050	3,050	-	
TRAINING SUPPLIES	-	750	750	-	
PROTECTIVE CLOTHING	546	400	400	-	
BOOKS & PUBLICATIONS	445	700	700	-	
DUES & SUBSCRIPTIONS	123	850	850	-	
MATERIAL & SUPPLIES	45,388	38,430	38,730	300	
DEPARTMENT TOTAL	1,803,584	2,046,181	2,065,751	19,570	

ACCOUNT DESCRIPTION	2011	2012	2013	INCREASE/ DECREASE OF CHANGE	EXPLANATION
	LAST YEARS ACTUAL	ORIGINAL BUDGET	PROPOSED BUDGET		
UTILITY OPERATIONS					
REGULAR SALARIES	3,119,048	3,380,014	3,309,877	(70,137)	Long term employees retired.
SHIFT DIFFERENTIAL	3,176	-	3,200	3,200	
OVERTIME-MISCELLANEOUS	120,677	236,258	230,665	(5,593)	
OVERTIME-PROGRAMMED	12,098	-	18,090	18,090	
STANDBY	51,792	83,935	83,935	-	
SOCIAL SECURITY	238,897	284,253	263,699	(20,554)	
ECUA PENSION	6,552	6,272	3,360	(2,912)	
STATE PENSION	306,215	179,273	188,570	9,297	
LIFE & HEALTH INSURANCE	621,712	771,657	907,750	136,093	
PERSONAL SERVICES	4,480,167	4,941,662	5,009,146	67,484	
ENGINEERING SERVICES	-	1,000	1,000	-	
OTHER CONTRACTUAL SERVICE	72,901	787,325	797,325	10,000	
GROUNDS MAINTENANCE	82,499	105,000	129,000	24,000	Additional buildings and lift stations.
TEMPORARY SERVICES	21,901	3,000	3,000	-	
TRAVEL AND PER DIEM	854	10,790	14,750	3,960	
TELEPHONE	40,314	750	-	(750)	
RENTAL AND LEASES	39,614	53,500	58,500	5,000	
LIGHTNING DAMAGE	67,426	88,500	88,500	-	
UTILITIES - ELECTRICITY	1,159,162	1,592,586	1,654,703	62,117	Anticipated cost increases.
UTILITIES - WATER	23,252	28,000	28,000	-	
UTILITIES - GAS	4,120	7,500	7,500	-	
REP & MAINT - SAFETY EQUIPMENT	17,120	17,780	18,280	500	
REP & MAINT - OTHER	742,657	1,295,000	1,601,000	306,000	
REP & MAINT - SOFTWARE	927	24,050	36,050	12,000	
REP & MAINT - ODOR CONTROL	29,638	40,000	40,000	-	
REP & MAINT - BAYOU MARCUS	47,730	150,000	175,000	25,000	Repair roto screens and drum thickener.
REP & MAINT - CENTRAL WWTP	102,193	185,000	350,000	165,000	Rebuild Huber tertiary filters.
REP & MAINT - DRYER	42,045	100,000	300,000	200,000	Repair dryer system.
REP & MAINT - PCB	18,238	20,000	40,000	20,000	Repair corroded equipment.
REP & MAINT - REG LIFT STATIONS	19,191	45,000	120,000	75,000	Maintain lift station equipment.
REP & MAINT - EQUIP & VEHICLES	121,430	127,675	131,825	4,150	
REP & MAINT - BUILDINGS	46,816	54,375	54,375	-	
REP & MAINT - GENERATORS	61,320	85,000	85,000	-	
REP & MAINT - TELEPHONES	24,045	-	-	-	
CLASSIFIED ADVERTISING	-	1,000	1,000	-	
OTHER CURRENT CHARGES	3,898	4,115	5,200	1,085	
DUMPSTERS	10,006	11,500	11,500	-	
PROFESSIONAL DEV	3,871	60,200	63,200	3,000	
SUPPORT SERVICES	2,803,168	4,898,646	5,814,708	916,062	

CONTINUED

ACCOUNT DESCRIPTION	2011	2012	2013	INCREASE/ DECREASE	EXPLANATION OF CHANGE
	LAST YEARS ACTUAL	ORIGINAL BUDGET	PROPOSED BUDGET		
UTILITY OPERATIONS					
POSTAGE	3,039	3,500	3,500	-	
PRINTING & BINDING	489	1,400	1,500	100	
OFFICE SUPPLIES	14,800	20,700	21,700	1,000	
CHEMICALS SUPPLIES	26,295	28,000	30,000	2,000	
CHEMICALS - ALKA - QUIT			450,000	450,000	Change in chemicals used.
CHEMICAL - MAGNESIUM HYDROX	235,647	440,000	-	(440,000)	No longer using this chemical.
CLOTHING SUPPLIES	25,056	29,000	28,000	(1,000)	
GAS, OIL & LUBRICANTS	192,652	156,200	190,200	34,000	Increased fuel costs.
MINOR SOFTWARE	1,661	3,800	3,800	-	
OPERATING SUPPLIES	138,089	108,200	125,200	17,000	
PAINT & SUPPLIES	10,564	15,850	10,850	(5,000)	
PROTECTIVE CLOTHING	22,711	21,700	25,550	3,850	
MONITORING GASES	180	1,000	1,000	-	
ODOR CONTROL CHEM GENERAL	47,056	200,000	250,000	50,000	Cost increases valve-units and scrubber.
PIPES, FITTINGS & HYDRANTS	63,890	62,136	63,000	864	
LANDSCAPING SUPPLIES	-	1,000	1,000		
SMALL TOOLS AND EQUIPMENT	89,751	57,385	73,950	16,565	
GENERATOR FUEL	16,117	15,000	15,000	-	
BOOKS & PUBLICATIONS	755	4,690	4,690	-	
DUES & SUBSCRIPTIONS	753	1,475	1,475	-	
MATERIALS & SUPPLIES	889,505	1,171,036	1,300,415	129,379	
DEPARTMENT TOTAL	8,172,840	11,011,344	12,124,269	1,112,925	

ACCOUNT DESCRIPTION	2011	2012	2013	INCREASE/ DECREASE OF CHANGE	EXPLANATION
	LAST YEARS ACTUAL	ORIGINAL BUDGET	PROPOSED BUDGET		
WATER PRODUCTION					
REGULAR SALARIES	2,328,356	2,508,465	2,472,963	(35,502)	Long term employees retired.
SHIFT DIFFERENTIAL	15,700	17,000	17,000	-	
OVERTIME-MISCELLANEOUS	11,042	40,576	30,558	(10,018)	
OVERTIME-PROGRAMMED	166,408	130,088	183,088	53,000	
STANDBY	9,132	13,510	13,500	(10)	
SOCIAL SECURITY	185,423	208,628	197,701	(10,927)	
STATE PENSION	234,819	133,392	142,738	9,346	
LIFE & HEALTH INSURANCE	455,518	571,056	636,834	65,778	
PERSONAL SERVICES	3,406,398	3,622,715	3,694,382	71,667	
ENGINEERING SERVICES	1,950	20,000	22,000	2,000	
PROFESSIONAL SERVICES	22,582	25,000	25,000	-	
U.C.M.R. RULE	-	10,000	10,000	-	
STAGEI-DIS BYPRODUCT RULE	210	2,000	12,000	10,000	Added five sample sites.
OTHER CONTRACTUAL SERVICE	8,427	25,500	25,500	-	
TEMPORARY SERVICES	49,802	15,000	-	(15,000)	Not using summer help.
RADIONUCLIDES INVESTIGAT	1,432	7,500	3,000	(4,500)	
TRAVEL AND PER DIEM	7,537	16,370	17,370	1,000	
WIRELESS WORKORDER SYSTEM	108	-	1,200	1,200	
ELECTRICITY-WTR PENS BCH	42,530	32,591	33,569	978	
UTILITIES-ELECTRICITY	2,036,718	2,030,000	2,285,000	255,000	Anticipated cost increases.
UTILITIES-GAS	20,366	39,000	39,000	-	
RENTAL AND LEASES	15,300	17,924	23,500	5,576	
R&M - SAFETY EQUIPMENT	-	550	550	-	
R&M GENERATORS	3,249	10,000	10,000	-	
REP & MAINT - BUILDINGS	13,414	25,000	25,000	-	
REP & MAINT - OTHER	116,524	128,058	139,058	11,000	
REP & MAINT - SOFTWARE	38,968	32,088	32,088	-	
REP&MAINT-EQUIP &VEHICLES	36,267	47,540	52,540	5,000	
CLASSIFIED ADVERTISING	540	1,300	1,300	-	
DUMPSTERS	24,895	25,750	25,750	-	
OTHER CUR CGS PCB	2,730	4,000	5,000	1,000	
OTHER CURRENT CHARGES	11,312	15,900	21,700	5,800	
PROFESSIONAL DEV	4,605	18,475	13,250	(5,225)	
SUPPORT SERVICES	2,459,466	2,549,556	2,823,385	273,829	

CONTINUED

ACCOUNT DESCRIPTION	2011	2012	2013	INCREASE/ DECREASE OF CHANGE	EXPLANATION
	LAST YEARS ACTUAL	ORIGINAL BUDGET	PROPOSED BUDGET		
WATER PRODUCTION					
POSTAGE	777	4,480	1,480	(3,000)	
PRINTING & BINDING	218	2,250	2,250	-	
OFFICE SUPPLIES	11,229	12,200	13,700	1,500	
CHEMICAL - CHLORINE	50,513	55,000	58,000	3,000	
CHEMICAL - LIME	323,190	315,000	350,000	35,000	Anticipated cost increases.
CHEMICAL-GRAN ACT CARBON	112,000	190,000	190,000	-	
CHEMICAL-NITROGEN	1,523	2,100	2,100	-	
CHEMICAL-ORTHOPHOSPHATE	146,412	280,000	280,000	-	
CHEMICAL-POLYPHOSPHATE	1,364	2,000	2,500	500	
CHEMICALS SUPPLIES	35,252	49,000	49,000	-	
CLOTHING SUPPLIES	5,108	10,908	11,250	342	
FLUORIDE CHEMICALS/SUPPLIES	109,946	130,000	135,000	5,000	
GAS, OIL & LUBRICANTS	91,825	100,145	100,145	-	
GENERATOR FUEL	2,440	18,000	18,000	-	
MINOR SOFTWARE	346	3,450	3,950	500	
OPERATING SUPPLIES	102,815	130,724	128,100	(2,624)	
TRAINING SUPPLIES	-	750	750	-	
PROTECTIVE CLOTHING	12,217	14,175	16,175	2,000	
SMALL TOOLS AND EQUIPMENT	16,325	24,500	23,500	(1,000)	
WATER PURCHASES-PENS BCH	-	350,000	400,000	50,000	Actual usage.
ROAD MATERIALS & SUPPLIES	-	500	1,000	500	
BOOKS & PUBLICATIONS	-	2,075	2,075	-	
DUES & SUBSCRIPTIONS	3,626	6,810	6,900	90	
MATERIALS & SUPPLIES	1,027,126	1,704,067	1,795,875	91,808	
DEPARTMENT TOTAL	6,892,990	7,876,338	8,313,642	437,304	

ACCOUNT DESCRIPTION	2011	2012	2013	INCREASE/ DECREASE OF CHANGE	EXPLANATION
	LAST YEARS ACTUAL	ORIGINAL BUDGET	PROPOSED BUDGET		
WATER RECLAMATION					
REGULAR SALARIES	2,239,154	2,540,635	2,434,124	(106,511)	Long term employees retired.
SHIFT DIFFERENTIAL	43,104	49,000	49,000	-	
OVERTIME-MISCELLANEOUS	49,767	39,000	39,000	-	
OVERTIME-PROGRAMMED	360,145	370,000	395,000	25,000	
SOCIAL SECURITY	197,098	221,654	203,819	(17,835)	
ECUA PENSION	11,236	7,639	7,639	-	
STATE PENSION	238,862	142,788	148,205	5,417	
LIFE & HEALTH INSURANCE	514,043	674,715	740,393	65,678	
PERSONAL SERVICES	3,653,409	4,045,431	4,017,180	(28,251)	
ENGINEERING SERVICES	28,500	23,000	93,000	70,000	Gulf Power/TMDL on Escambia Bay.
PROFESSIONAL SERVICES	31,234	20,000	40,000	20,000	Increased costs of special sampling.
ENVIRONMENTAL MONITORING	-	5,500	5,500	-	
OTHER CONTRACTUAL SERVICE	38,131	157,000	152,000	(5,000)	
SLUDGE REMOVAL	941,796	100,000	200,000	100,000	Contingency for Dryers being down.
TEMPORARY SERVICES	146,598	-	-	-	
TRAVEL AND PER DIEM	657	6,000	6,200	200	
O2 GENERATION	1,135	-	-	-	
TELEPHONE	6,299	6,700	7,000	300	
UV DISINFECTION SYSTEM	555	-	-	-	
UTILITIES-ELEC LIFT STAT	505,171	823,000	723,000	(100,000)	More efficient pumps drives being used.
UTILITIES-ELECTRICITY	3,124,790	2,820,000	3,020,000	200,000	Anticipated rate increases.
UTILITIES-GAS	557,295	1,300,000	720,000	(580,000)	Natural gas price reduction.
UTILITIES - WATER	3,951	6,500	5,000	(1,500)	
O2 GENERATION PRAXAIR INC	238,206	-	-	-	
RENTAL AND LEASES	10,873	13,000	13,000	-	
METHANOL CLEAN-UP	43,740	-	25,000	25,000	
R&M ODOR CONTROL	65	-	-	-	
REP & MAINT - BUILDINGS	641	1,000	1,000	-	
REP & MAINT - OTHER	56,798	145,000	124,000	(21,000)	
REP&MAINT-EQUIP &VEHICLES	47,237	62,000	64,000	2,000	
UV MAINTENANCE	13,726	20,000	20,000	-	
IP PIPELINE & WETLANDS	-	40,000	80,000	40,000	Partner with IP for required Environmental studies in Wetlands.
CLASSIFIED ADVERTISING	-	2,000	2,000	-	
DEP FACILITY FEE	20,250	20,750	20,750	-	
DUMPSTERS	49,195	44,000	58,000	14,000	Septage disposal-new dumpsters.

CONTINUED

ACCOUNT DESCRIPTION	2011	2012	2013	INCREASE/ DECREASE OF CHANGE	EXPLANATION
	LAST YEARS ACTUAL	ORIGINAL BUDGET	PROPOSED BUDGET		
WATER RECLAMATION					
OTHER CURRENT CHARGES	11,275	10,500	10,500	-	
PROFESSIONAL DEV	9,604	5,090	6,945	1,855	
SUPPORT SERVICES	5,887,722	5,631,040	5,396,895	(234,145)	
OFFICE SUPPLIES	468	300	300	-	
CHEMICAL - ALUM	315,026	230,000	310,000	80,000	Based on discharge permit.
CHEMICAL - LIME	69,911	-	-	-	
CHEMICAL - LIQUID OXYGEN	48,086	-	-	-	
CHEMICAL - METHANOL	11,880	20,000	20,000	-	
CHEMICAL - POLYMER	323,924	400,000	500,000	100,000	Increased costs and usage.
CHEMICAL-MAGNESIUM HYDROX	3,241	10,000	-	(10,000)	Different chemicals being used.
CHEMICAL-NITROGEN	1,967	5,000	5,000	-	
CHEMICAL-SODIUM BISULFATE	70,047	140,000	120,000	(20,000)	Cost decrease when purchased in bulk.
SALT	126,801	200,000	220,000	20,000	Anticipated cost increase.
CHEMICALS SUPPLIES	3,917	8,500	13,000	4,500	
GAS, OIL & LUBRICANTS	87,745	52,125	52,125	-	
GENERATOR FUEL	18,518	20,000	20,000	-	
MINOR SOFTWARE	-	4,000	4,000	-	
MONITORING GASES	-	1,000	1,000	-	
OPERATING SUPPLIES	60,805	64,300	66,300	2,000	
PAINT & SUPPLIES	845	2,000	2,000	-	
PIPES, FITTINGS & HYDRANTS	2,493	4,500	4,500	-	
PROTECTIVE CLOTHING	18,225	19,000	19,000	-	
SMALL TOOLS AND EQUIPMENT	19,370	11,500	10,500	(1,000)	
SODIUM HYPOCHLORITE	28,275	36,000	36,000	-	
SODIUM HYDROXIDE	696	1,000	90,000	89,000	Added usage-Disinfection.
BOOKS & PUBLICATIONS	-	1,250	1,250	-	
DUES & SUBSCRIPTIONS	1,927	1,400	10,150	8,750	
MATERIALS & SUPPLIES	1,214,167	1,231,875	1,505,125	273,250	
DEPARTMENT TOTAL	10,755,298	10,908,346	10,919,200	10,854	

ACCOUNT DESCRIPTION	2011	2012	2013	INCREASE/ DECREASE OF CHANGE
	LAST YEARS ACTUAL	ORIGINAL BUDGET	PROPOSED BUDGET	
COMMUNICATIONS & GOVERNMENT AFFAIRS				
REGULAR SALARIES	192,843	214,405	214,405	-
SOCIAL SECURITY	13,606	16,448	15,088	(1,360)
STATE PENSION	20,124	11,869	12,211	342
LIFE & HEALTH INSURANCE	33,362	42,904	47,928	5,024
PERSONAL SERVICES	259,935	285,626	289,632	4,006
PROFESSIONAL SERVICES	-	15,000	35,000	20,000
TEMPORARY SERVICES	14,625	-	-	-
TRAVEL AND PER DIEM	3,751	4,350	4,100	(250)
WIRELESS WORKORDER SYSTEM	60	-	720	660
REP&MAINT-EQUIP & VEHICLES	136	-	-	-
PROFESSIONAL DEV	2,620	3,300	3,800	500
SUPPORT SERVICES	21,192	22,650	43,620	20,970
POSTAGE	16,133	22,000	22,500	500
PRINTING & BINDING	41,273	53,000	53,000	-
GAS, OIL & LUBRICANTS	-	-	3,000	3,000
PUBLIC INFORMATION	46,816	60,000	60,000	-
OFFICE SUPPLIES	678	1,300	1,300	-
HURRICANE SUPPLIES	-	1,000	1,000	-
MINOR SOFTWARE	195	800	800	-
SMALL TOOLS AND EQUIPMENT	-	300	300	-
BOOKS & PUBLICATIONS	-	250	250	-
DUES & SUBSCRIPTIONS	883	1,750	1,750	-
MATERIALS & SUPPLIES	105,978	140,400	143,900	3,500
DEPARTMENT TOTAL	387,105	448,676	477,152	28,476

WATER & WASTEWATER

SYSTEMS

CAPITAL

IMPROVEMENTS

2013

**EMERALD COAST UTILITIES AUTHORITY
WATER AND WASTEWATER SYSTEM
FY 2013**

PROPOSED CIP PROJECTS

Funds (000)

Page#	Priority #	Project Number	Project Description	Total	
23	1	RS624	Inflow & Infiltration	7,000	7,000
24	2	CS222	CWRF Septage Receiving	1,840	8,840
25	3	RS032	Bayou Marcus Headworks	600	9,440
26	4	RW906	Replace Antiquated Water Lines	2,000	11,440
27	5	RW	Airport North Well	1,200	12,640
28	6	RS235	Sludge Dryer Improvements	550	13,190
29	7	RA	Vehicle R & R Program-Ellyson	1,436	14,626
30	8	RW066	Carriage Hills Ground Storage Tank WRF and Pump Station	1,000	15,626
31	9	RS113I	Manhole Rehabilitation	500	16,126
32	10	RW901T	Well Maintenance & Testing	600	16,726
33	11	RS121	Lift Station Replacement and Upgrades	5,000	21,726
34	12	RS	Trunk Line Inspection	750	22,476
35	13	RS	Old Corry Field Road Force Main Replacement	750	23,226
36	14	RS008R	Pump Repair & Replacement	400	23,626
37	15	RW717	Elevated Tank Maintenance Program	750	24,376
38	16	RS849	Lift Station Codes and Standards Upgrade	750	25,126
39	17	RS728F	Annual Lift Station Mechanical Needs	300	25,426
40	18	CS	Bayou Marcus Nitrogen Analyzer and Carbon addition	140	25,566
41	19	RW920E	Ongoing Water Line Cleaning Program	500	26,066
42	20	RW507P	Water Service Renewal	500	26,566
43	21	RW916Q	Water Treatment Facility Mechanical Needs	500	27,066
44	22	RS928P	Electric Panel Replacement Lift Station	300	27,366
45	23	CA601A	Miscellaneous Paving Projects	500	27,866
46	24	RW067	Water Quality Connection	200	28,066
47	25	CA	INFOR Handheld Devices	200	28,266
48	26	RW401	Creek Crossing Renewals	300	28,566
49	27	RS	PB Dechlorination Canopy	200	28,766
50	28	RW034	Water Treatment Facility Replacement-F & Scott	1,200	29,966
51	29	CS317	Sewer Expansion and Septic Tank Abatement Program	3,000	32,966

NOT RECOMMENDED IN 2013

52	30	CR405	General Utility Relocations	200	33,166
53	31	RW715B	Control Panel & Instrumentation Replacement	300	33,466
54	32	CS122	Odor Control Scrubbers	250	33,716
55	33	CS514	Generators	400	34,116
56	34	RS	Bayou Marcus Boardwalk Maintenance	400	34,516
57	35	CS041	Lincoln Park Force Main Replacement	100	34,616
58	36	RS118I	RTU Replacement for Lift Stations	100	34,716
59	37	RW211	Ensley Tank Demolition	100	34,816
60	38	RW511	Well Site Maintenance	200	35,016
61	39	RW718	Baptist Hospital Area Water Line Upgrade Phase III	300	35,316
62	40	CR	I-10 (Davis to Scenic) Utility Relocation	500	35,816
63	41	CW320	Monitoring Wells	100	35,916

**EMERALD COAST UTILITIES AUTHORITY
WATER AND WASTEWATER SYSTEM
FY 2013
PROPOSED CIP PROJECTS**

Funds (000)

Project Number	Project Description	Total
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NO DATA SHEETS INCLUDED FOR THESE PROJECTS

CA	Lift Station and Generators Maintenance Building	2,000	37,916
CA406C	Water System Security	90	38,006
CA706	HTE Real Time Work Order System	200	38,206
CA802B	Network Infrastructure Upgrade	50	38,256
CR	Olive Road (Davis to 9th) Utility Relocation	50	38,306
CR014	Pinestead/Longleaf Utility Relocation	100	38,406
CR208	Olive Road 3 Laning Utility Relocation	300	38,706
CR210	Bauer Road Bridge Utility Relocation	300	39,006
CS	CWRF Canopies	200	39,206
CS039	Gravity Sewer Relief	200	39,406
CS317Z	Navy Point Gravity Sewer Phase III & IV	1,045	40,451
CS318	Non-Gravity Sewer Connection Assistance	25	40,476
CW315C	Aquifer Modeling Update	50	40,526
RA	Siemens HiPath 4000 Upgrade to Version 6	75	40,601
RS	PB Plant Bolted Steel Tank Rehabilitation	250	40,851
RS	CWRF Headworks Odor Control	300	41,151
RS	CWRF Chlorine Dosing Modification	50	41,201
RS110M	Downtown Sewer Rehabilitation - Cypress St.	900	42,101
RS234	Bayou Marcus Disinfection Modifications/Upgrade	2,500	44,601
RS527	Ongoing Force Main Cleaning Program	50	44,651
RS727	Wright Street Sewer Rehabilitation	120	44,771
RS935O	Replace Antiquated Sewer Lines	25	44,796
RS951	Carpenters Creek Trunk Sewer Rehabilitation	1,600	46,396
RW031	Water Treatment Facility Replacement - Broad	1,200	47,596
RW042O	Valve Location and Maintenance	50	47,646
RW504	Innerarity Point Road Water System Upgrade	100	47,746

TOTAL WATER AND WASTEWATER PROJECTS 47,746



PROJECT DATA SHEET

Capital Improvements Program

Fiscal Years
2013 - 2017

PROJECT NO: R9824

Program: Wastewater Collection

Project Title: Inflow & Infiltration (I&I)

Reduction

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT	8319	7000	7000	7000	8000	10000	47319
TOTAL	8319	7000	7000	7000	8000	10000	47319

ESTIMATED PROJECT COSTS	
Date:	2/28/09
ENV. ASSESS	
ENGINEERING	4000000
SURVEY	
INSPECTION	2000000
TESTING	
CONSTRUCTION	41319000
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$47,319,000

MAP

VARIOUS LOCATIONS

DESCRIPTION:

This will be a multi-phase, multi-year project to identify, quantify, prioritize, and correct the sources of I&I in the collection system. Work will include the installation of temporary and permanent flow monitors, repair and replacement of the existing sewer lines using various methods, development and calibration of a hydraulic computer model to assist in the prioritization of work to maximize the effectiveness of available funds, and identifying future CIP projects.



PROJECT DATA SHEET

Capital Improvements Program

Fiscal Years
2013 - 2017

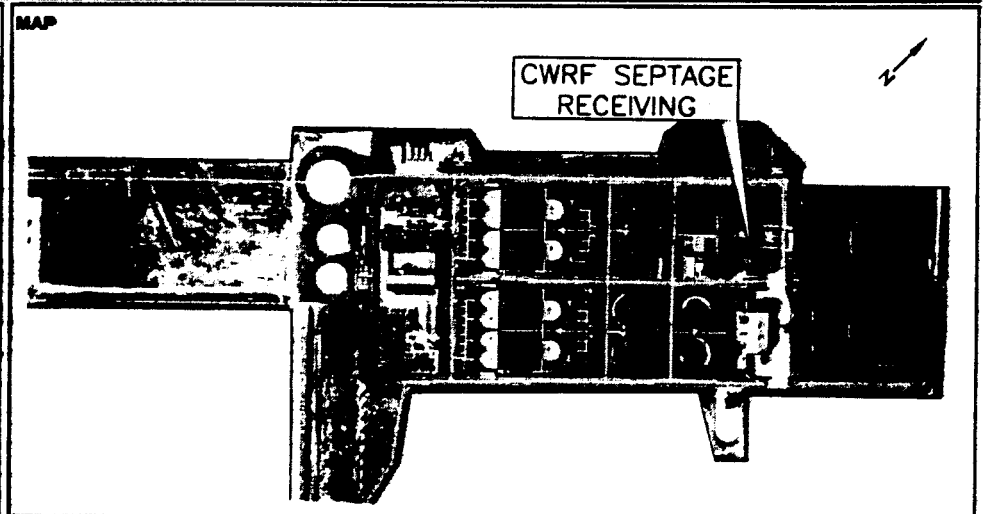
PROJECT NO: CS222

Program: Water Reclamation

Project Title: CWRF Septage Receiving

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING		1840					1840
RENEWAL & REPLACEMENT							
TOTAL		1840					1840

ESTIMATED PROJECT COSTS	
Date:	2/28/12
ENV. ASSESS	
ENGINEERING	150000
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION	690000
EQUIPMENT	1000000
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$1,840,000



DESCRIPTION:

This project involves the set up of a septage receiving station at the CWRF. The station would consist of two units to receive septage. Site modifications will be necessary for access and connections to existing plant infrastructure including electrical and process stream are required.



PROJECT DATA SHEET

Capital Improvements Program

Fiscal Years
2013 - 2017

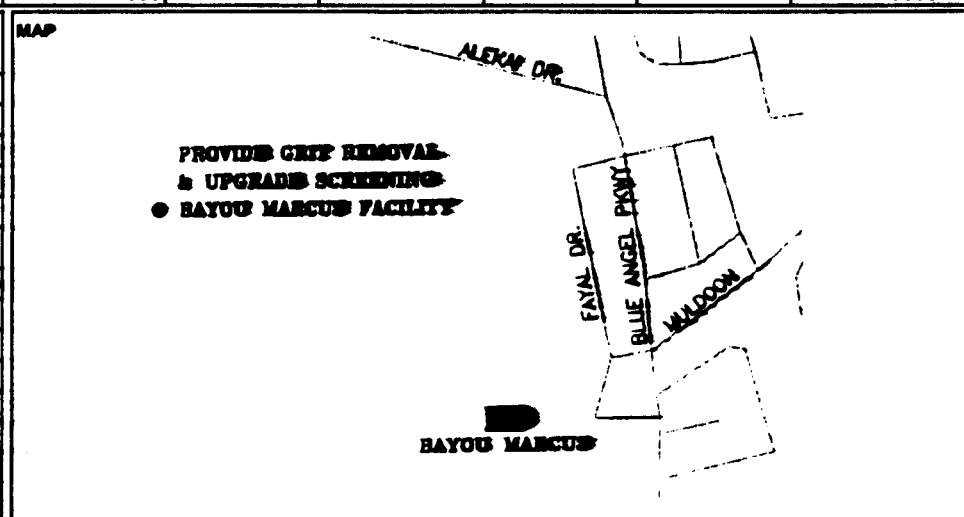
PROJECT NO: R5032

Program: Water Reclamation

Project Title: Bayou Marcus Headworks

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT	3000	600					3600
TOTAL	3000	600					3600

ESTIMATED PROJECT COSTS	
Date:	2/18/09
ENV. ASSESS	
ENGINEERING	225000
SURVEY	25000
INSPECTION	
TESTING	
CONSTRUCTION	3350000
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$3,600,000



DESCRIPTION:

The Bayou Marcus Facility does not have any grit removal at this time and it is building up in the bottom of the splitter box and the oxidation ditches as well. A grit removal system would prevent this from occurring. Additionally the existing screening allows for bypasses of screens occasionally which requires frequent dismantling of the pumps and check valves at the plant. This dismantling could cause problems with the performance of the plant if not addressed. The project would provide screening ahead of the master pump station and then grit removal near the location of the current screening complex.



PROJECT DATA SHEET

Capital Improvements Program
Fiscal Years
2013 - 2017

PROJECT NO: RW906

Program: Water Distribution

Project Title: Replace Antiquated Water Lines

FUND# (00)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
	531	2000	1000	1000			5531
TOTAL	18	2000	1000	1000			5531

ESTIMATED COSTS

Date: _____

ENV. ASSESSMENT _____

ENGINEERING _____

TESTING _____

CONSTRUCTION 5031

EQUIPMENT _____

MATERIAL _____

FINISHING _____

PERMITS _____

CONTINGENCY _____

TOTAL \$5,531,000

VARIOUS LOCATIONS

DESCRIPTION:

ECUA's water system contains many areas where water lines were installed many years ago without proper regard to ultimate demand. Many lines no longer provide the necessary flow or pressure. Customers often experience water quality problems. This program provides for replacement and upgrade of antiquated lines as problem areas are identified, subject to availability of funds.



PROJECT DATA SHEET

Capital Improvements Program Fiscal Years 2013 - 2017

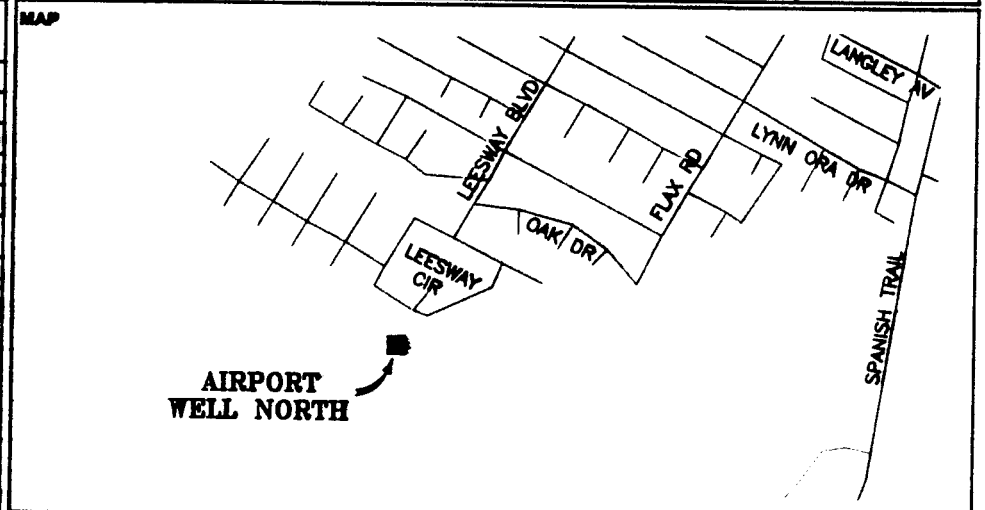
PROJECT NO: RW

Program: Water Production

Project Title: Airport North Well Replacement

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT		1200					1200
TOTAL		1200					1200

ESTIMATED PROJECT COSTS	
Date:	6/06/12
ENV. ASSESS	
ENGINEERING	70000
SURVEY	10000
INSPECTION	25000
TESTING	
CONSTRUCTION	795000
EQUIPMENT	300000
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$1,200,000



DESCRIPTION:

Replace existing well house with current design and technology, in order to bring the well site to current standards. Modifications to the existing pump assembly will not be necessary. The current location is adequate requiring only minor site work.



PROJECT DATA SHEET

Capital Improvements Program
Fiscal Years
2013 - 2017

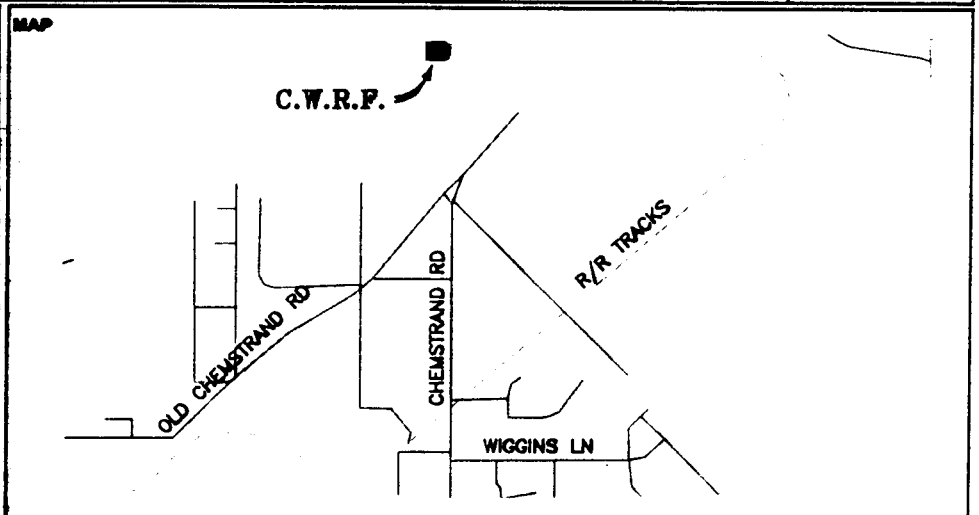
PROJECT NO: RS236

Program: Water Reclamation

Project Title: Sludge Dryer Improvements

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT		550					550
TOTAL		550					550

ESTIMATED PROJECT COSTS	
Date:	5/24/12
ENV. ASSESS	
ENGINEERING	5000
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION	455000
EQUIPMENT	80000
MATERIAL	10000
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$550,000



DESCRIPTION:

After approximately 18 months of service, the two sludge dryers exhibited significant wear on the agitation paddles and the interior of the pressure vessels (which come into direct contact with the heated sludge). With the assistance of the dryer manufacturer (Komline Sanderson), a plan to repair the dryers and harden the wear components was developed. The manufacturer is providing the bulk of the materials, and ECUA is providing the labor. In addition, the existing 15-ton single beam bridge crane needs to be changed out for a 20-ton double beam bridge crane to have adequate capacity and reach to lift the largest combined pieces of equipment. This crane replacement will eliminate the need to use two truck cranes in conjunction with the 15-ton bridge crane to service and dismantle the dryer and its major components.



PROJECT DATA SHEET

Capital Improvements Program

Fiscal Years
2013 - 2017

PROJECT NO: RA

Program: General Projects

Project Title: Vehicle R&R Program-Eliyson

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT		1436	1508	1508	1508	1508	7468
TOTAL		1436	1508	1508	1508	1508	7468

ESTIMATED PROJECT COSTS	MAP
Date: 2/09/12	N/A
ENV. ASSESS	
ENGINEERING	
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION	
EQUIPMENT 7468000	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL \$7,468,000	

DESCRIPTION:

This project provides funding for the renewal and replacement of ECUA fleet vehicles and heavy equipment. An expected life span is assigned to each vehicle when it is purchased, based on the type of service it will provide. This replacement schedule was originally developed as a straight projection of the expected life span, using 5% increased in the cost of new vehicles each year.



PROJECT DATA SHEET

Capital Improvements Program Fiscal Years 2013 - 2017

PROJECT NO: RW066

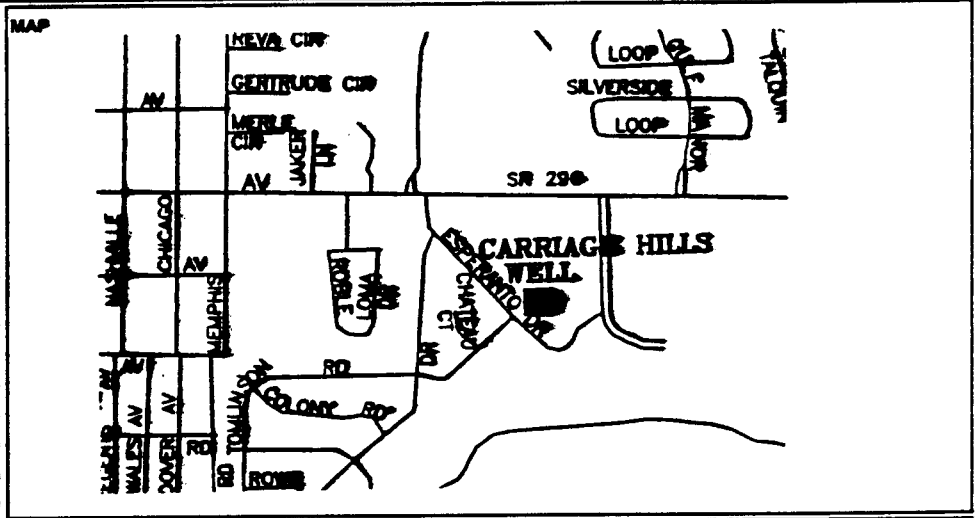
Program: Water Production

Project Title: Carriage Hills Ground Storage

Tank WRF and Pump Station

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT	2500	1000					3500
TOTAL	2500	1000					3500

ESTIMATED PROJECT COSTS	
Date:	2/14/12
ENV. ASSESS	
ENGINEERING	200000
SURVEY	20000
INSPECTION	
TESTING	
CONSTRUCTION	3280000
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$3,500,000



DESCRIPTION:

ECUA's master plan indicates a need for a water storage tank in the Carriage Hills area. The most effective location is at/adjacent to the existing Carriage Hills well site.



PROJECT DATA SHEET

Capital Improvements Program
Fiscal Years
2013 - 2017

PROJECT NO: RS1131

Program: Wastewater Collection

Project Title: Manhole Rehabilitation

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT	930	500	500	500	500	500	3430
TOTAL	930	500	500	500	500	500	3430

ESTIMATED PROJECT COSTS	
Date:	2/13/09
ENV. ASSESS	
ENGINEERING	
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION	3430000
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$3,430,000

MAP

SYSTEM WIDE

DESCRIPTION:

Manholes in locations throughout the ECUA system have deteriorated severely due to hydrogen sulfide gas damage. They must be rehabilitated using techniques that allow the system to remain in service. Some of the locations are part of a large diameter trunk sewer system which would make bypass pumping prohibitive. Many of these manholes are very deep making rehabilitation more difficult and more expensive. Some of these locations are in areas near surface water that could be damaged by a sewage spill as a result of a collapse. This should be an ongoing effort.



PROJECT DATA SHEET

Capital Improvements Program
Fiscal Years
2013 - 2017

PROJECT NO: RW901T
Program: Water Production
Project Title: Well Maintenance & Testing

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT	1542	600	650	700	750		4242
TOTAL	1542	600	650	700	750		4242

ESTIMATED PROJECT COSTS	MAP
Date: 2/14/12	SYSTEM WIDE
ENV. ASSESS	
ENGINEERING	
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION 4242000	
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL \$4,242,000	

DESCRIPTION:

A well system overhaul may include repairing/relining the pump housing and impellers as well as repairing or replacing the well casing and the lubrication system. A loss of 5% efficiency in a facility can amount to a loss of production of 114,000 gal/day or 42,000,000 gal/year, along with wasted energy costs of \$4,000. With 31 wells in production, we need to R&R 3 wells annually (minimum).

This is a continuing project which hits every well once every 10 - 12 years.



PROJECT DATA SHEET

Capital Improvements Program

Fiscal Years
2013 - 2017

PROJECT NO: RS121

Program: Wastewater Collection

Project Title: Lift Station Replacement and Upgrade

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT	9426	5000	5000	5000	5000	5000	34426
TOTAL	9426	5000	5000	5000	5000	5000	34426

ESTIMATED PROJECT COSTS	
Date:	2/01/12
ENV. ASSESS	
ENGINEERING	2000000
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION	31728000
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	700000
MISCELLANEOUS	
INDIRECT	
TOTAL	\$34,426,000

MAP

VARIOUS LOCATIONS

DESCRIPTION:

ECUA's sanitary sewer collection system includes 372 lift stations. Many of these lift stations are in poor condition and in need of repair or in some cases replacement. Liftstations to be funded under this CIP project includes the liftstations outline below. Other liftstations will be added annually. Liftstation numbers: 12, 13, 18, 20, 34, 36, 52, 57, 58, 103, 109, 118, 140, 141, 142, 143, 146, 150, 220.



PROJECT DATA SHEET

Capital Improvements Program
Fiscal Years
2013 - 2017

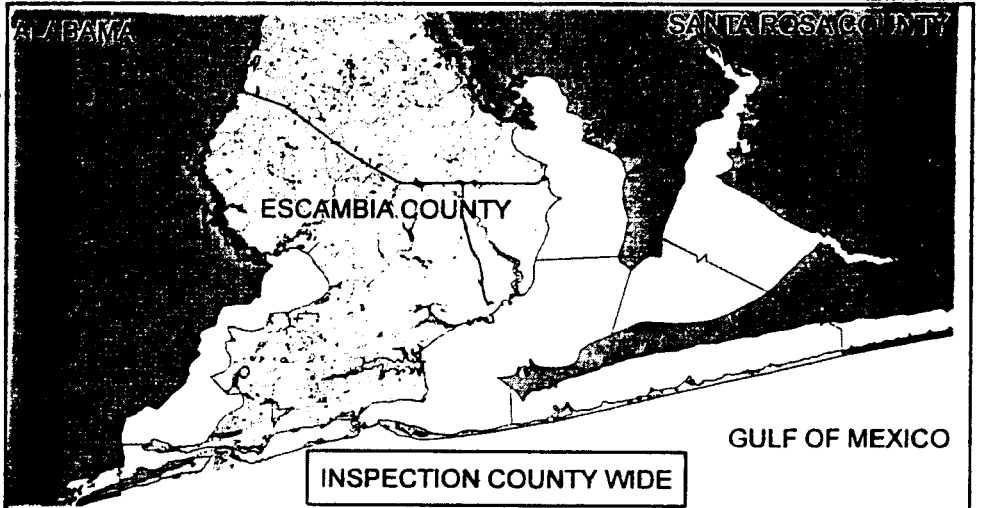
PROJECT NO: RS

Program: Wastewater Collection

Project Title: Trunk Line Inspection

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT		750	200	200	200	200	1550
TOTAL		750	200	200	200	200	1550

ESTIMATED PROJECT COSTS	
Date:	2/21/12
ENV. ASSESS	
ENGINEERING	
SURVEY	
INSPECTION	1550000
TESTING	
CONSTRUCTION	
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$1,550,000



DESCRIPTION:

This project is to inspect ECUA's critical sanitary sewer trunk mains. The project will include CCTV (televising), bypass pumping, access, and traffic control.



PROJECT DATA SHEET

Capital Improvements Program
Fiscal Years
2013 - 2017

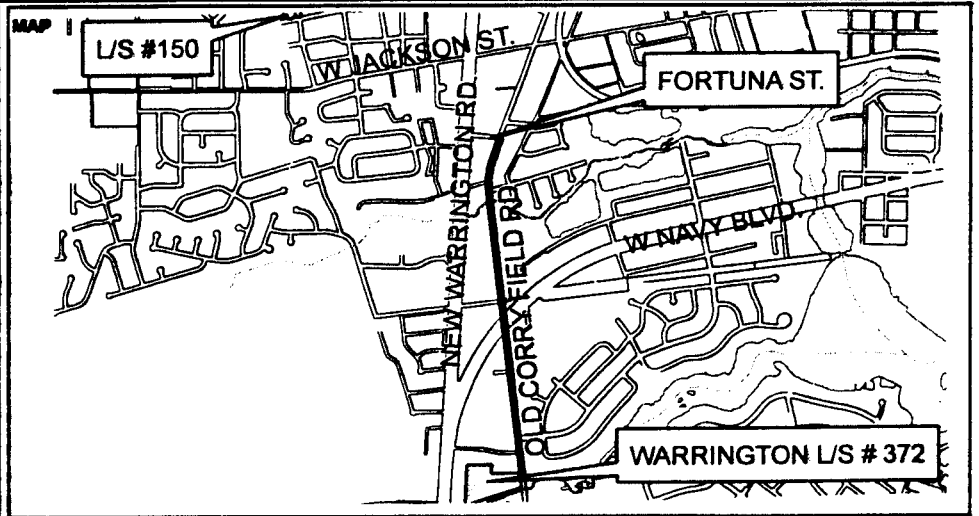
PROJECT NO: RS

Program: Wastewater Collection

Project Title: Old Corry Field Rd. Force Main Replacement

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT		750					750
TOTAL		750					750

ESTIMATED PROJECT COSTS	
Date:	2/21/12
ENV. ASSESS	
ENGINEERING	90000
SURVEY	10000
INSPECTION	5000
TESTING	
CONSTRUCTION	645000
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$750,000



DESCRIPTION:

Replace the force main from intersection of Fortuna St. and Old Corry Field Rd. to L/S # 372 and inspect other portions of the force main. The project may require a second phase depending on the condition of the force main upstream of the replaced segment. The force main varies in size ranging from 8 to 12 inches in diameter. The smaller diameter portion is a "choke" point preventing a large volume of flow from passing thereby participating in the cause for the overflows at L/S # 150.



PROJECT DATA SHEET

Capital Improvements Program

Fiscal Years
2013 - 2017

PROJECT NO: RS008R

Program: Wastewater Collection

Project Title: Pump Repair & Replacement

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT	651	400	400	400	400	400	2651
TOTAL	651	400	400	400	400	400	2651

ESTIMATED PROJECT COSTS	MAP
Date: 2/16/07	VARIOUS LOCATIONS
ENV. ASSESS	
ENGINEERING	
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION 2651000	
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL \$2,651,000	

DESCRIPTION:

This program is part of a preventive maintenance program that is being carried out by the Lift Station Division. This program is targeted towards the small and medium size pumps. The pumps at our larger key stations are being repaired or replaced due to wear and age as a part of specific projects. We have over 362 lift stations with more than 584 pumps in our system. With an average life expectancy of 15 years we need to plan to replace 36 pumps per year. As growth is continuing, many stations must be upgraded. This is particularly true of stations which repump the sewage from several smaller stations.



PROJECT DATA SHEET

Capital Improvements Program
 Fiscal Years
2013 - 2017

PROJECT NO: RW717

Program: Water Production

Project Title: Elevated Tank Maintenance
 Program

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT	1206	750	500	500	500	500	3956
TOTAL	1206	750	500	500	500	500	3956

ESTIMATED PROJECT COSTS	
Date:	2/14/12
ENV. ASSES	
ENGINEERING	300000
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION	3666000
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$3,956,000

MAP

VARIOUS LOCATIONS

DESCRIPTION:

The ECUA water system has 12 elevated and ground storage tanks. An annual maintenance program of inspection, cleaning, coating touchup and routine maintenance will help insure structural safety and prevent premature failure of internal and external coatings.



PROJECT DATA SHEET

Capital Improvements Program Fiscal Years 2013 - 2017

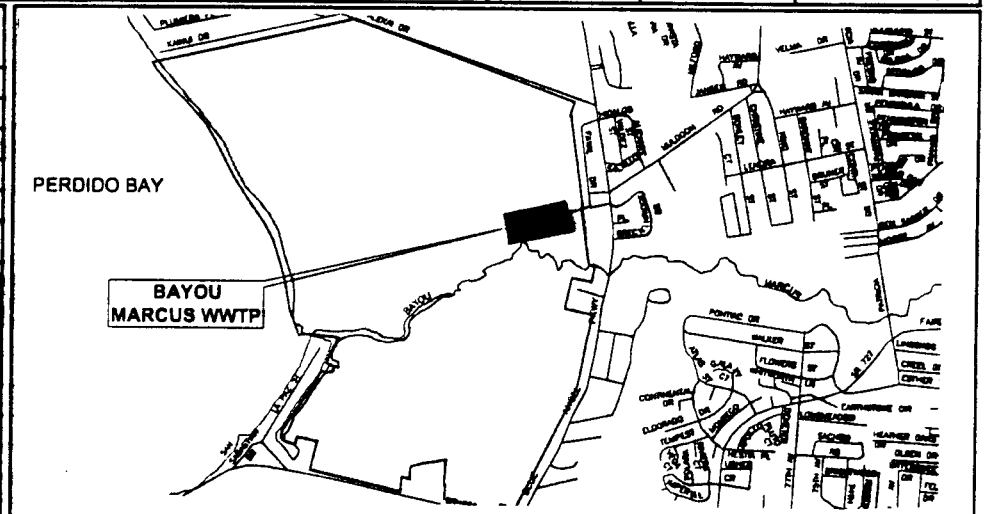
PROJECT NO: CS

Program: Water Reclamation

Project Title: Bayou Marcus Nitrogen Analyzer
and Carbon addition

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING		140					140
RENEWAL & REPLACEMENT							
TOTAL		140					140

ESTIMATED PROJECT COSTS	
Date:	2/29/12
ENV. ASSESS	
ENGINEERING	30000
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION	30000
EQUIPMENT	80000
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$140,000



DESCRIPTION:

Nitrogen removal requires sufficient carbon sources. With the high nitrogen in the influent sometimes supplemental carbon is needed. This project involves a storage and pumping facility for the carbon and on-line analyzers to adjust the dosing of the carbon source to match the demand. Additionally it includes programming and a control system.



PROJECT DATA SHEET

Capital Improvements Program

Fiscal Years
2013 - 2017

PROJECT NO: RW920E

Program: Water Distribution

Project Title: Ongoing Water Line Cleaning Program

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT		500	50	50	50	50	700
TOTAL		500	50	50	50	50	700

ESTIMATED PROJECT COSTS	MAP
Date: 3/17/12	VARIOUS LOCATIONS
ENV. ASSESS	
ENGINEERING	
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION 700000	
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL \$700,000	

DESCRIPTION:

Over time, water lines will accumulate deposits on interior walls that can limit capacity and/or lead to water quality problems. Water line cleaning is an alternative to replacement.



PROJECT DATA SHEET

Capital Improvements Program
Fiscal Years
2013 - 2017

PROJECT NO: RW507P
Program: Water Distribution
Project Title: Water Service Renewal

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT	1007	500	500	500	500	500	3507
TOTAL	1007	500	500	500	500	500	3507

ESTIMATED PROJECT COSTS	
Date:	2/10/98
ENV. ASSESS	
ENGINEERING	
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION	3507000
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$3,507,000

MAP

VARIOUS LOCATIONS

DESCRIPTION:

ECUA maintenance crews continue to repair leaking water services. The majority of these leaks are because of bad service material. The impact on our operation is cost in overtime and customer satisfaction.



PROJECT DATA SHEET

Capital Improvements Program
Fiscal Years
2013 - 2017

PROJECT NO: RW916Q

Program: Water Production

Project Title: Water Treatment Facility

Mechanical Needs

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT	559	500	550	600	650	700	3559
TOTAL	559	500	550	600	650	700	3559

ESTIMATED PROJECT COSTS		MAP SYSTEM WIDE
Date:	2/14/12	
ENV. ASSESS		
ENGINEERING		
SURVEY		
INSPECTION		
TESTING		
CONSTRUCTION	3559000	
EQUIPMENT		
MATERIAL		
FURNISHING		
LAND		
MISCELLANEOUS		
INDIRECT		
TOTAL	\$3,559,000	

DESCRIPTION:

This project insures continued building maintenance and equipment operation to meet federal, state and safety guidelines.



PROJECT DATA SHEET

Capital Improvements Program
Fiscal Years
2013 - 2017

PROJECT NO: RS928P
Program: Wastewater Collection
Project Title: Electric Panel Replacement Lift
Station: _____

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT	701	300	300	300	300	300	2201
TOTAL	701	300	300	300	300	300	2201

ESTIMATED PROJECT COSTS	
Date:	4/01/89
ENV. ASSESS	_____
ENGINEERING	_____
SURVEY	_____
INSPECTION	_____
TESTING	_____
CONSTRUCTION	2201000
EQUIPMENT	_____
MATERIAL	_____
FURNISHING	_____
LAND	_____
MISCELLANEOUS	_____
INDIRECT	_____
TOTAL	\$2,201,000

MAP

VARIOUS LOCATIONS

DESCRIPTION:

The electrical panels are exposed to weather and initially were built for the pumps installed at the time of construction. An average electrical panel will last 10 to 15 years. With over 362 lift stations in our system we must replace 25 to 30 panels per year to keep up. During the past few years we have only replaced 10 - 12 panels per year so we are still looking at a backlog of panels which require replacement. New regulatory requirements have increased the cost per panel. With only a few years of experience we are already seeing the benefits of this effort in reduced overtime call-outs due to equipment malfunctions. The backlog of repair work orders has also been reduced. This program in conjunction with our SCADA system has reduced our liabilities by significantly reducing the sewer backups and overflows. Recently, panels have had to be replaced because the pumps have been upsized. All pumps greater than 20 hp require a soft starter.



PROJECT DATA SHEET

Capital Improvements Program
Fiscal Years
2013 - 2017

PROJECT NO: CA801A

Program: General Projects

Project Title: Miscellaneous Paving Projects

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING	831	500	500	500	500	500	3331
RENEWAL & REPLACEMENT							
TOTAL	831	500	500	500	500	500	3331

ESTIMATED PROJECT COSTS		MAP VARIOUS LOCATIONS
Date:	2/23/12	
ENV. ASSESS	_____	
ENGINEERING	_____	
SURVEY	_____	
INSPECTION	_____	
TESTING	_____	
CONSTRUCTION	3331000	
EQUIPMENT	_____	
MATERIAL	_____	
FURNISHING	_____	
LAND	_____	
MISCELLANEOUS	_____	
INDIRECT	_____	
TOTAL	\$3,331,000	

DESCRIPTION:

Many of ECUA lift stations, manholes and other facilities are located in areas where access is limited. This project would provide means to construct new or stabilize and maintain existing access roadways.



PROJECT DATA SHEET

Capital Improvements Program
Fiscal Years
2013 - 2017

PROJECT NO: RW067
Program: Water Distribution
Project Title: Water Quality Connections

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT		200	200	200	200	200	1000
TOTAL		200	200	200	200	200	1000

ESTIMATED PROJECT COSTS	
Date:	1/31/08
ENV. ASSESS	
ENGINEERING	
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION	1000000
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$1,000,000

MAP

VARIOUS LOCATIONS

DESCRIPTION:

There are dead-end lines throughout ECUA's water distribution system that can be eliminated by connections to the existing water distribution system. The purpose of this project would be to identify areas where water circulation can be improved by tying to adjacent distribution lines. A looped system provides better water circulation and can improve both water quality and pressure.



PROJECT DATA SHEET

Capital Improvements Program

Fiscal Years
2013 - 2017

PROJECT NO: CA

Program: General Projects

Project Title: INFOR Handheld Devices

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING		200					200
RENEWAL & REPLACEMENT							
TOTAL		200					200

ESTIMATED PROJECT COSTS	MAP
Date: 2/27/12	N/A
ENV. ASSESS	
ENGINEERING	
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION	
EQUIPMENT 125000	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS 75000	
INDIRECT	
TOTAL \$200,000	

DESCRIPTION:

This is the expansion of the CMMS system being used at the CWRP facility. This system will provide better tracking of maintenance and operating costs, as well as control inventory. At this time, the Lift Station, Facilities Maintenance, Odor Control, and Generator divisions are not using any type of computerized software system. They only have access to the AS 400 which does not offer preventative maintenance tracking, asset life cycle costs, inventory management and a mobile work order system. Implementation of this system will finally have all Maintenance divisions using the same system.



PROJECT DATA SHEET

Capital Improvements Program

Fiscal Years
2013 - 2017

PROJECT NO: RW401

Program: Water Distribution

Project Title: Creek Crossing Renewals

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT		300					300
TOTAL		300					300

ESTIMATED PROJECT COSTS	
Date:	1/15/09
ENV. ASSESS	
ENGINEERING	70000
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION	230000
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$300,000

MAP

VARIOUS LOCATIONS

DESCRIPTION:

Numerous stream crossings of water distribution and sewer mains have failed in the past, and permanent repairs were not effective. Several different approaches to main rehabilitation will be investigated, including directional boring, pipe bursting and conventional methods. These include the following:

1. Crossing at Interstate Circle (8" main)
2. Creek crossing on Lillian Hwy. west of San Sebastian (8" main)
3. Pine Forest Road north of Lake Estelle (8" main)
4. Bayou Marcus Creek at Patricia Drive (8" main)
5. 9 mile at 11 Mile Creek (6" force main)



PROJECT DATA SHEET

Capital Improvements Program
Fiscal Years
2013 - 2017

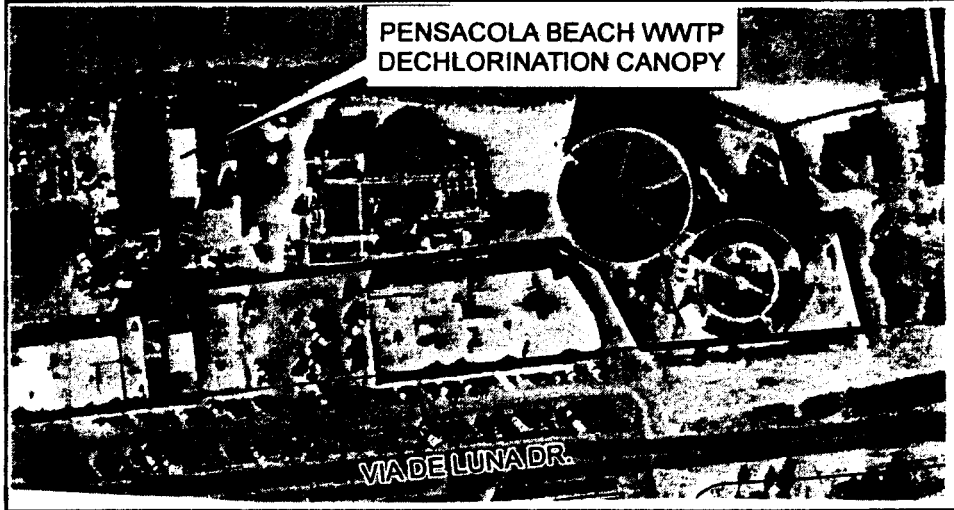
PROJECT NO: RS

Program: Wastewater Collection

Project Title: PB Dechlorination Canopy

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT		200					200
TOTAL		200					200

ESTIMATED PROJECT COSTS	
Date:	2/27/12
ENV. ASSESS	
ENGINEERING	25000
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION	
EQUIPMENT	100000
MATERIAL	75000
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$200,000



DESCRIPTION:

The replacement of this canopy is critical because it is a weather barrier for the dechlorination system allowing the plant effluent to be discharged to the sound. The current canopy is aging very quickly due to the salt environment and could become dangerous to the plant in the next major storm event.



PROJECT DATA SHEET

Capital Improvements Program
Fiscal Years
2013 - 2017

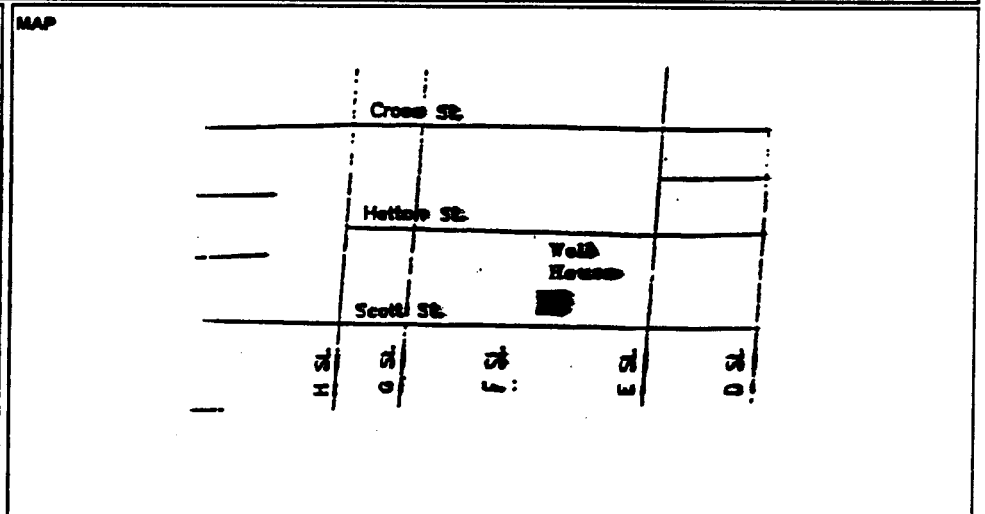
PROJECT NO: RW034

Program: Water Production

Project Title: Water Treatment Facility
Replacement - F & Scott

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT		1200					1200
TOTAL		1200					1200

ESTIMATED PROJECT COSTS	
Date:	2/08/99
ENV. ASSESS	
ENGINEERING	70000
SURVEY	10000
INSPECTION	25000
TESTING	
CONSTRUCTION	795000
EQUIPMENT	300000
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$1,200,000



DESCRIPTION:

Replace th existing well house with current design for additional chemical treatment (fluoridation) and install standby generator. Modifications to the existing pump assemlly will not be necessary and current location will allow modifications requiring only minor site work.



PROJECT DATA SHEET

Capital Improvements Program
Fiscal Years
2013 - 2017

PROJECT NO: CS317

Program: Wastewater Collection

Project Title: Sewer Expansion & Septic Tank

Abatement Program

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING	3844	3000	3000	3000	3000	3000	18844
RENEWAL & REPLACEMENT							
TOTAL	3844	3000	3000	3000	3000	3000	18844

ESTIMATED PROJECT COSTS	
Date:	2/01/12
ENV. ASSESS	
ENGINEERING	100000
SURVEY	100000
INSPECTION	
TESTING	
CONSTRUCTION	1774000
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$18,844,000

MAP

VARIOUS LOCATIONS

DESCRIPTION:

Many neighborhoods currently serviced by septic tanks have been identified and will be considered for sewer expansion as funds become available.



PROJECT DATA SHEET

Capital Improvements Program
 Fiscal Years
2013 - 2017

PROJECT NO: CR406

Program: Utility Relocation

Project Title: General Utility Relocation

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING	574	200	200	200	200	200	1574
RENEWAL & REPLACEMENT							
TOTAL	574	200	200	200	200	200	1574

ESTIMATED PROJECT COSTS	MAP
Date: 2/23/12	VARIOUS LOCATIONS
ENV. ASSESS	
ENGINEERING	
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION 1574000	
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL \$1,574,000	

DESCRIPTION:

This project is used fund FDOT, County and City projects where the small utility relocation scope and/or shortened response time doesn't allow for traditional bidding. It would be used to provide utility relocations in a timely manner to help to avoid road contractor delay claims. It would also be used for FDOT manhole and valve box adjustments (projects requiring more than \$50,000 would generally have separate CIP) and to pay for betterments where needed.



PROJECT DATA SHEET

Capital Improvements Program
Fiscal Years
2013 - 2017

PROJECT NO: RW715B
Program: Water Production
Project Title: Control Panel & Instrumentation
Replacement

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT	944	300	300	300	300		2144
TOTAL	944	300	300	300	300		2144

ESTIMATED PROJECT COSTS		MAP VARIOUS LOCATIONS
Date:	2/14/06	
ENV. ASSESS		
ENGINEERING		
SURVEY		
INSPECTION		
TESTING		
CONSTRUCTION	2144000	
EQUIPMENT		
MATERIAL		
FURNISHING		
LAND		
MISCELLANEOUS		
INDIRECT		
TOTAL	\$2,144,000	

DESCRIPTION:

Several wells have controls and motor starters in excess of 20 years old, and a few greater than 30 years old. Parts are increasingly difficult to find for older motor starters. Some DC controllers in use are no longer manufactured, so a failure requires a complete retrofit rather than a replacement. Replacement parts for some PLC's (programmable logic controllers) are no longer manufactured, and analyzers are aging. This project will allow the replacement of controls and instrumentation on a scheduled/planned basis, rather than as a lengthy repair/retrofit when equipment fails, and will greatly increase equipment reliability.



PROJECT DATA SHEET

Capital Improvements Program

Fiscal Years
2013 - 2017

PROJECT NO: CS122

Program: Wastewater Collection

Project Title: Odor Control Scrubbers

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING		250	300	300	300	300	1450
RENEWAL & REPLACEMENT							
TOTAL		250	300	300	300	300	1450

ESTIMATED PROJECT COSTS	
Date:	2/07/00
ENV. ASSESS	
ENGINEERING	
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION	850000
EQUIPMENT	600000
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$1,450,000

MAP

VARIOUS LOCATIONS

DESCRIPTION:

Shutting down treatment plants and diverting of flow, longer force mains due to expansion of the collection system and population growth in close proximity to our collection system and lift stations results in greater potential for odor generation. Chemicals are added to control odors and corrosion, but in some cases, chemicals are less than effective in completely controlling odors. In these situations, permanent scrubbers are needed. As locations are identified, specific projects will be brought to the Board for approval.



PROJECT DATA SHEET

Capital Improvements Program

Fiscal Years
2013 - 2017

PROJECT NO: RS

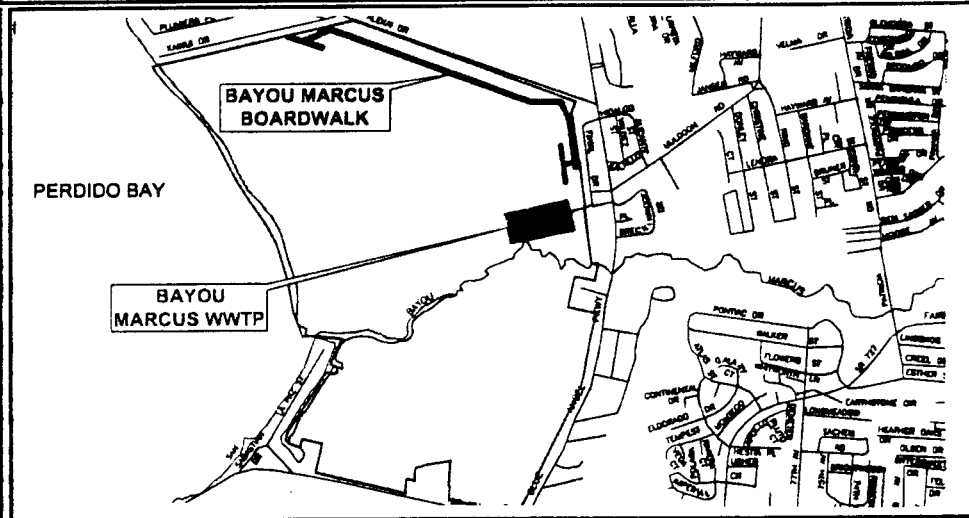
Program: Water Reclamation

Project Title: Bayou Marcus Boardwalk

Maintenance

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT		400					400
TOTAL		400					400

ESTIMATED PROJECT COSTS	
Date:	2/28/12
ENV. ASSESS	
ENGINEERING	
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION	200
EQUIPMENT	
MATERIAL	200
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$400



DESCRIPTION:

The boardwalk is aging as it was constructed in 1997. The purpose of this project is to replace the decking that is warping and deteriorated with a new material. Additionally some of the handrail supports and pipe supports need to be replaced and this money will be used for that work.



PROJECT DATA SHEET

Capital Improvements Program

Fiscal Years
2013 - 2017

PROJECT NO: CS041

Program: Wastewater Collection

Project Title: Lincoln Park Force Main

Replacement

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING		100	900				1000
RENEWAL & REPLACEMENT							
TOTAL		100	900				1000

ESTIMATED PROJECT COSTS		
Date:	2/13/08	
ENV. ASSESS		
ENGINEERING	100000	
SURVEY		
INSPECTION		
TESTING		
CONSTRUCTION	900000	
EQUIPMENT		
MATERIAL		
FURNISHING		
LAND		
MISCELLANEOUS		
INDIRECT		
TOTAL	\$1,000,000	

DESCRIPTION:

This project is estimated on the basis of using the existing route. The existing 10" ductile iron pipe runs under U.S. 29 and Olive Rd. The line is a safety concern because of gas affecting the ductile iron pipe and it has been repaired numerous times.



PROJECT DATA SHEET

Capital Improvements Program

Fiscal Years
2013 - 2017

PROJECT NO: RS1181

Program: Wastewater Collection

Project Title: RTU Replacement for Lift Stations

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT	503	100	200	20	20	20	863
TOTAL	503	100	200	20	20	20	863

ESTIMATED PROJECT COSTS	MAP
Date: 2/07/11	VARIOUS LOCATIONS
ENV. ASSESS:	
ENGINEERING:	
SURVEY:	
INSPECTION:	
TESTING:	
CONSTRUCTION: 863000	
EQUIPMENT:	
MATERIAL:	
FURNISHING:	
LAND:	
MISCELLANEOUS:	
INDIRECT:	
TOTAL: \$863,000	

DESCRIPTION:

The original SCADA RTUs are failing due to age and exposure to the weather and hydrogen sulfide. They are no longer being supported by the manufacturer. Some of the units have been replaced as part of our ongoing electrical panel replacement project. This project would replace the 167 remaining units, over a three year period.



PROJECT DATA SHEET

Capital Improvements Program

Fiscal Years
2013 - 2017

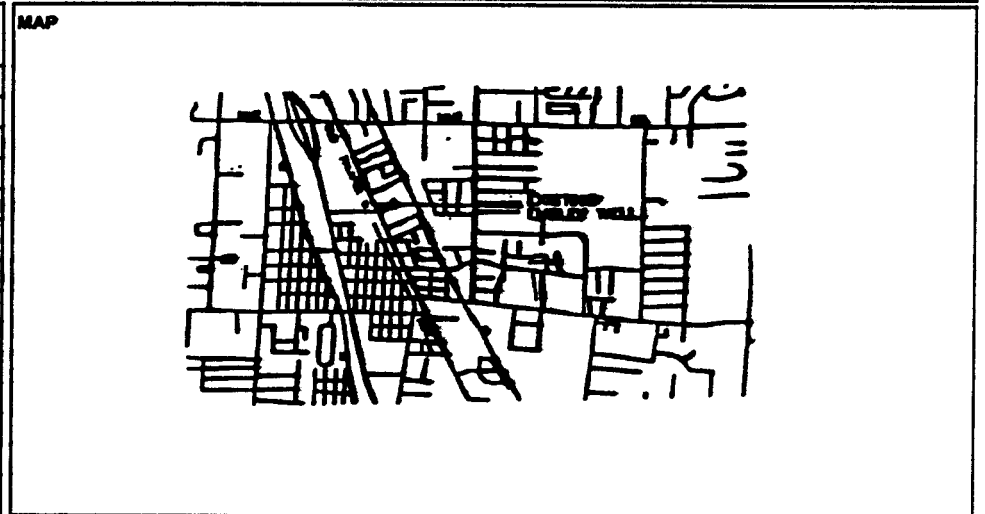
PROJECT NO: RW211

Program: Water Production

Project Title: Enseley Tank Demolition

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT		100					100
TOTAL		100					100

ESTIMATED PROJECT COSTS	
Date:	3/23/11
ENV. ASSESS	
ENGINEERING	10000
SURVEY	
INSPECTION	5000
TESTING	
CONSTRUCTION	85000
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$100,000



DESCRIPTION:

The 1 million gallon Enseley elevated tank has an operating range that is lower than the hydraulic grade of the system in that area. Due to this only the 1/3 of the water column can be utilized. The cost to raise the tank outweighs the benefit.



PROJECT DATA SHEET

Capital Improvements Program

Fiscal Years
2013 - 2017

PROJECT NO: RW511

Program: Water Production

Project Title: Well Site Maintenance

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT		200					200
TOTAL		200					200

ESTIMATED PROJECT COSTS	
Date:	2/14/12
ENV. ASSESS	
ENGINEERING	
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION	200000
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$200,000

MAP

VARIOUS LOCATIONS

DESCRIPTION:

Most of our well locations do not have means to pump off wells to waste without flooding surrounding area. Install tanks and pipe a smaller regulated discharge of water into either the sanitary sewer, storm drain system or onsite ponds. This project would eliminate the non compliance issue of improper discharging.



PROJECT DATA SHEET

PROJECT NO: RW718

Capital Improvements Program

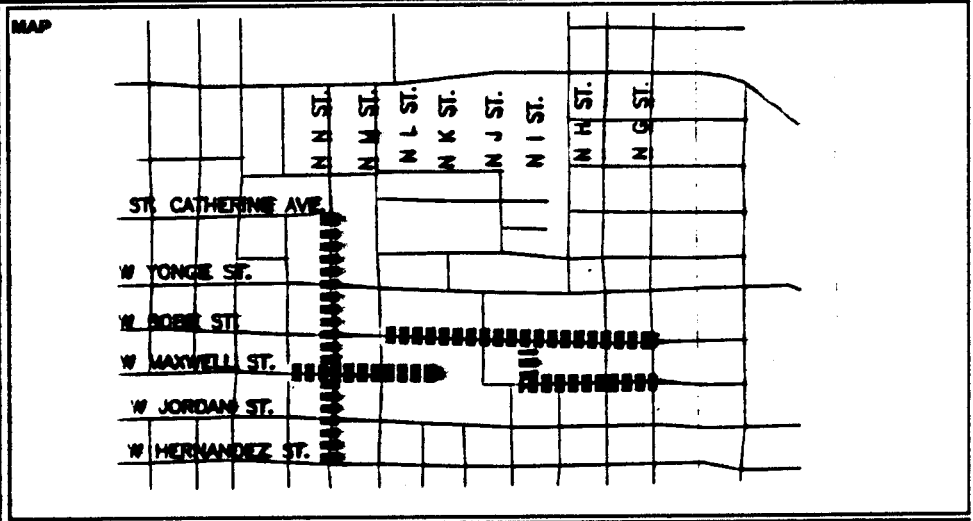
Program: Water Distribution

Fiscal Years
2013 - 2017

Project Title: Baptist Hospital Area Water Line Upgrade Phase III

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT		300					300
TOTAL		300					300

ESTIMATED PROJECT COSTS	
Date:	2/10/08
ENV. ASSESS	
ENGINEERING	35000
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION	265000
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$300,000



DESCRIPTION:

This project proposed to install new water lines on W. Maxwell between Pace and L, W. Maxwell between J and G, W. Bobe from M to G, North N between Jordan and St. Catherine, North J between Maxwell and Bobe and North H between Jordan and Maxwell.



PROJECT DATA SHEET

Capital Improvements Program

Fiscal Years
2013 - 2017

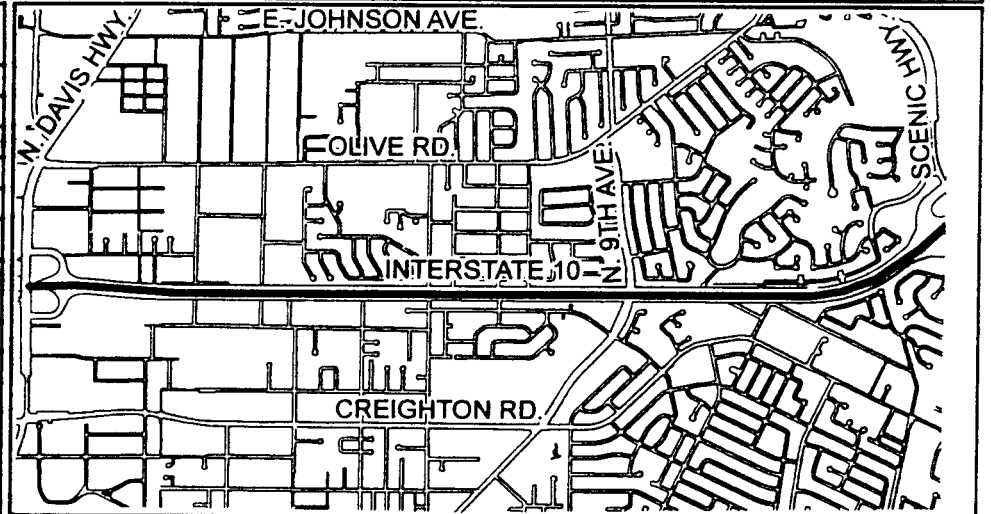
PROJECT NO: CR

Program: Utility Relocations

Project Title: I-10 (Davis to Scenic) U. R.

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING		500					500
RENEWAL & REPLACEMENT							
TOTAL		500					500

ESTIMATED PROJECT COSTS	
Date:	2/23/12
ENV. ASSESS	
ENGINEERING	50000
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION	450000
EQUIPMENT	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL	\$500,000



DESCRIPTION:

FDOT will begin construction on the six-laning of I-10 from Davis Highway to Scenic Highway in the Fall of 2013. Project also includes the replacement of the Scenic Highway bridge overpass. ECUA will be required to relocate utilities along Scenic Highway as well as replace the 8" water main crossing of I-10 at Scenic Hwy. The project may qualify for 80% level reimbursement from the FDOT/FHWA for utility relocation expenses. ECUA is required to fund the project and FDOT would reimburse after construction.



PROJECT DATA SHEET

Capital Improvements Program

Fiscal Years
2013 - 2017

PROJECT NO: CW320

Program: Water Production

Project Title: Monitoring Wells

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING	368	100	100	100	100		768
RENEWAL & REPLACEMENT							
TOTAL	368	100	100	100	100		768

ESTIMATED PROJECT COSTS	
Date	2/14/12
ENV. ASSES	
ENGINEERING	50000
SURVEY	15000
INSPECTION	15000
TESTING	
CONSTRUCTION	578000
EQUIPMENT	10000
MATERIAL	
FURNISHING	
LAND	50000
MISCELLANEOUS	50000
INDIRECT	
TOTAL	\$768,000

MAP

VARIOUS LOCATIONS

DESCRIPTION:

Purchase property near existing and future well sites and install monitoring wells in compliance with our Consumptive Use Permit as required by the Northwest Florida Water Management District.

ECUA BUDGET

**SANITATION
SYSTEM**

2013

**EMERALD COAST UTILITIES AUTHORITY
SANITATION SYSTEM
PROPOSED SOURCES & USES
FISCAL YEAR 2013**

SOURCES

OPERATING REVENUES :

RESIDENTIAL	\$ 16,386,138	
COMMERCIAL	1,204,637	
FUEL RECOVERY FEE	420,000	
RECYCLABLE COMMODITIES	120,000	
MISCELLANEOUS	<u>35,000</u>	
TOTAL OPERATING REVENUES		18,165,775
ALLIED ANNUAL PAYMENT		50,000
INTEREST INCOME		<u>10,000</u>
TOTAL REVENUES		18,225,775
BEGINNING BALANCES :		
UNRESTRICTED RESERVES		<u>1,843,033</u>
TOTAL SOURCES		<u><u>20,068,808</u></u>

USES

PERSONAL SERVICES	7,203,577	
SUPPORT SERVICES	5,669,590	
MATERIALS & SUPPLIES	834,250	
OPERATING CONTINGENCY	82,500	
INDIRECT OVERHEAD ALLOCATION	<u>454,320</u>	
TOTAL OPERATING EXPENSES		14,244,237
DEBT SERVICE		860,243
EQUIPMENT LEASE PAYMENTS		1,858,627
CIP PROJECTS	65,000	
EQUIPMENT REPLACEMENT FUND	<u>450,000</u>	
TOTAL OTHERS		515,000
ENDING BALANCES :		
UNRESTRICTED RESERVES		<u>2,590,701</u>
TOTAL USES		<u><u>\$20,068,808</u></u>
DEBT SERVICE COVERAGE		<u><u>4.56</u></u>

**EMERALD COAST UTILITIES AUTHORITY
SANITATION SYSTEM**

	ACTUAL FY 2011	BUDGET FY 2012	PROPOSED FY 2013	INCREASE (DECREASE)	DIVISION % INCREASE
ADMINISTRATION	936,110	785,368	780,279	(5,089)	-0.65%
RESIDENTIAL OPERATIONS	7,545,776	7,292,400	6,542,747	(749,653)	-10.28%
COMMERCIAL OPERATIONS	1,276,415	1,140,900	954,427	(186,473)	-16.34%
GARAGE	1,982,887	1,837,970	1,855,172	17,202	0.94%
YARD TRASH COLLECTION	1,854,222	1,818,541	1,976,934	158,393	8.71%
RECYCLING	995,515	947,945	766,458	(181,487)	-19.15%
OTHER EXPENSES- INSURANCE,WORKERS COMP, BAD DEBT, PAYING AGENT FEES, PROGRESSION	644,525	666,400	666,400	0	0.00%
OVERHEAD ALLOCATIONS	273,084	443,253	454,320	11,067	2.50%
FUNDING FOR FLORIDA RETIREMENT SYSTEM RATE ADJUSTMENT OR MERIT INCREASE		0	165,000	165,000	100.00%
OPERATING CONTINGENCIES		82,500	82,500	0	0.00%
TOTAL OPERATING EXPENSES	15,508,534	15,015,277	14,244,237	(771,040)	-5.14%

The overall reduction in the Sanitation Budget is due to Implementation of the CNG Vehicle Program

ACCOUNT DESCRIPTION	2011	2012	2013	INCREASE/ DECREASE	EXPLANATION OF CHANGE
	LAST YEARS ACTUAL	ORIGINAL BUDGET	PROPOSED BUDGET		
SANITATION					
REGULAR SALARIES	4,212,931	4,246,618	4,183,592	(63,026)	
SHIFT DIFFERENTIAL	5,621	9,000	9,000	-	
OVERTIME-MISCELLANEOUS	124,005	101,000	101,000	-	
PROGRAMMED	389,433	530,500	530,500	-	
SOCIAL SECURITY	338,938	365,418	336,146	(29,272)	
ECUA PENSION	16,788	15,693	15,828	135	
STATE PENSION	407,717	231,273	239,929	8,656	
LIFE AND HEALTH INSURANCE	1,035,192	1,307,032	1,316,582	9,550	
WORKER'S COMPENSATION	255,323	200,000	200,000	-	
OPEB EXPENSES	195,572	-	-	-	
OTHER	6,513	106,000	106,000	-	
PERSONAL SERVICES	6,988,033	7,112,534	7,038,577	(73,957)	
PROFESSIONAL SERVICES	18,560	7,500	7,500	-	
AUDITING AND ACCOUNTING	5,750	6,000	6,000	-	
INSURANCE	65,052	220,000	220,000	-	
OTHER CONTRACTUAL SERVICE	479,211	423,000	483,000	60,000	Increased container maintenance.
RENTAL & LEASES	6,141	54,000	-	(54,000)	
TEMPORARY SERVICES	109,794	47,000	47,000	-	
TRAVEL AND PER DIEM	1,230	2,200	2,200	-	
LEASED LINES	721	1,000	1,000	-	
TELEPHONE	3,621	3,000	3,000	-	
800 PHONE SYSTEM	90	4,000	4,000	-	
WIRELESS WORKORDER SYSTEM	-	-	2,600	2,600	
UTILITIES - ELECTRICITY	75,429	65,000	68,250	3,250	
UTILITIES - GAS	4,437	8,000	8,000	-	
R & M-EQUIP & VEHICLES	1,173,946	821,000	541,000	(280,000)	Implementation of the CNG Vehicle Prog.
REP & MAINT - BUILDINGS	71,531	13,000	13,000	-	
REP & MAINT - TELEPHONES	616	1,000	1,000	-	
REP & MAINT-FUEL SYSTEM	8,563	7,000	7,000	-	
PUBLIC RELATIONS	27,952	50,000	50,000	-	
CLASSIFIED ADVERTISING	6,541	11,000	11,000	-	
DUMPSTERS	-	6,500	6,500	-	
EDUCATIONAL REIMBURSEMENT	332	2,000	2,000	-	
INVENTORY OVER/SHORTAGE	(13,508)	-	-	-	
GAS OVER/SHORT	(582)	-	-	-	
INV OVER/SHORT E-F GARAGE	(9,547)	-	-	-	
OTHER CURRENT CHARGES	76,657	5,840	5,840	-	
BAD DEBT EXPENSE	121,664	140,000	140,000	-	
PROFESSIONAL DEVELOPMENT	2,799	2,700	2,700	-	
TIPPING FEES	3,990,980	3,901,000	3,901,000	-	
TIPPING FEES - ROLL-OFFS	67,534	136,000	136,000	-	
SUPPORT SERVICES	6,295,514	5,937,740	5,669,590	(268,150)	

CONTINUED

ACCOUNT DESCRIPTION	2011		2012		2013		INCREASE/ DECREASE OF CHANGE	EXPLANATION
	LAST YEARS ACTUAL	ORIGINAL BUDGET	ORIGINAL BUDGET	PROPOSED BUDGET	PROPOSED BUDGET	DECREASE		
SANITATION								
POSTAGE	57	1,200	1,200	1,200				
COMPUTER FORMS	-	250	250	250				
PRINTING AND BINDING	1,387	1,500	1,500	1,500				
OFFICE SUPPLIES	11,730	9,000	9,000	9,000				
CLOTHING SUPPLIES	19,324	15,000	15,000	15,000				
FREIGHT, SHIPPING	679	1,000	1,000	1,000				
GAS, OIL AND LUBRICANTS	1,450,955	1,244,000	1,244,000	639,000			(605,000)	
FOOD & SUPPLY PURCHASES	5,318	3,000	3,000	3,000				
OPERATING SUPPLIES	159,411	110,000	110,000	110,000				
PREPAID EXPENSE ITEMS	258,045	-	-	-				
PAINT	2,363	2,500	2,500	2,500				
PROTECTIVE CLOTHING	15,512	17,500	17,500	17,500				
SMALL TOOLS AND EQUIPMENT	24,351	32,550	32,550	32,550				
BOOKS & PUBLICATIONS	1,294	750	750	750				
DUES & SUBSCRIPTIONS	1,477	1,000	1,000	1,000				
MATERIALS & SUPPLIES	1,951,903	1,439,250	1,439,250	834,250			(605,000)	
DEPARTMENT TOTAL	15,235,450	14,489,524	14,489,524	13,542,417			(947,107)	

**EMERALD COAST UTILITIES AUTHORITY
 WATER AND WASTEWATER SYSTEM
 FY 2013
 PROPOSED SANITATION PROJECTS**

Project Number	Project	Description	Total	
CT503	Additional Containers for Commercial Customers		65	65
RT504	Annual Residential Vehicle Replacement Program		250	315
RT701	Annual Commercial Vehicle Replacement Program		50	365
RT702	Container Replacement Fund-Residential		150	515
TOTAL SANITATION PROJECTS			515	515



PROJECT DATA SHEET

Capital Improvements Program
Fiscal Years
2013 - 2017

PROJECT NO: CT503

Program: Sanitation

Project Title: Additional Containers for
Commercial Customers

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING		65	65	65	65	65	325
RENEWAL & REPLACEMENT							
TOTAL		65	65	65	65	65	325

ESTIMATED PROJECT COSTS	MAP
Date: 1/22/01	N/A
ENV. ASSESS	
ENGINEERING	
SURVEY	
INSPECTION	
TESTING	
CONSTRUCTION	
EQUIPMENT 325000	
MATERIAL	
FURNISHING	
LAND	
MISCELLANEOUS	
INDIRECT	
TOTAL \$325,000	

DESCRIPTION:

To provide front-load dumpsters and rolloff containers for new commercial customers and replacement of existing dumpsters. Includes the following cost projections for purchase of commercial containers.

	Fiscal Year 2013	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016	Fiscal Year 2017
Front-load Dumpsters	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
Rolloff Containers	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00
	<u>\$65,000.00</u>	<u>\$65,000.00</u>	<u>\$65,000.00</u>	<u>\$65,000.00</u>	<u>\$65,000.00</u>



PROJECT DATA SHEET

Capital Improvements Program

Fiscal Years
2013 - 2017

PROJECT NO: RT702

Program: Sanitation

Project Title: Container Replacement Fund -

Residential

FUNDS (000)	PRIOR YEARS	FISCAL YEAR 2013	FISCAL YEAR 2014	FISCAL YEAR 2015	FISCAL YEAR 2016	FISCAL YEAR 2017	PROJECT TOTAL
CIP							
OPERATING							
RENEWAL & REPLACEMENT		150	150	150	150	150	750
TOTAL		150	150	150	150	150	750

ESTIMATED PROJECT COSTS		MAP
Dates	2/18/11	
ENV. ASSESS		
ENGINEERING		
SURVEY		
INSPECTION		
TESTING		
CONSTRUCTION		
EQUIPMENT	750000	
MATERIAL		
FURNISHING		
LAND		
MISCELLANEOUS		
INDIRECT		
TOTAL	\$750,000	

N/A

DESCRIPTION:

This capital reserve project will provide the necessary funding to purchase containers for new customers and replacement of containers that are beyond the warranty period for new and existing customers of the residential collection system.

REPORT No. 2013-006

AUGUST 2012

FINANCE ADMINISTRATION
ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

2012 AUG 15 P 12:07

FINANCE ADMINISTRATION
**NORTHWEST FLORIDA
WATER MANAGEMENT DISTRICT**

Operational Audit

ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL.

2012 AUG 16 A 9:32

CLERK OF THE BOARD OF
COUNTY COMMISSIONERS



STATE OF FLORIDA
AUDITOR GENERAL
DAVID W. MARTIN, CPA

BOARD MEMBERS AND EXECUTIVE DIRECTOR

Northwest Florida Water Management District Board Members and Executive Director who served from October 2010 through September 2011 are listed below:

George Roberts, Chair
Phillip McMillan, Vice Chair to 3-1-11 (1)
Joyce Estes, Secretary/Treasurer from 9-22-11 (2)
Steve Ghazvini, Secretary/Treasurer to 3-1-11 (2)(3)
Peter Antonacci
Stephanie H. Bloyd
Jerry Pate
Ralph Rish
Tim Norris, to 7-25-11
Gus Andrews, from 7-26-11
Nick Patronis, from 7-26-11

Douglas E. Barr, Executive Director

- Notes: (1) Board Member position and Vice Chair position remained vacant from March 2, 2011, through September 30, 2011.
(2) Secretary/Treasurer position remained vacant from March 2, 2011, through September 21, 2011.
(3) Board member position remained vacant from March 2, 2011, through July 25, 2011.

The audit team leader was Michael E. Nichols, and the audit was supervised by Michael J. Gomez, CPA. Please address inquiries regarding this report to Marilyn D. Rosetti, CPA, Audit Manager, by e-mail at marilynrosetti@aud.state.fl.us or by telephone at (850) 487-9031.

This report and other reports prepared by the Auditor General can be obtained on our Web site at www.myflorida.com/audgen; by telephone (850) 487-9175; or by mail at G74 Claude Pepper Building, 111 West Madison Street, Tallahassee, Florida 32399-1450.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SUMMARY

Our operational audit of the Northwest Florida Water Management District (District) disclosed the following:

FRAUD POLICIES AND ORGANIZATIONAL ISSUES

Finding No. 1: The District had not implemented, nor had the governing board of the District (Board) approved, policies for the mitigation, detection, and reporting of fraud.

Finding No. 2: The District, in contracting with an accounting firm to perform inspector general services, did not, of record, ensure that the inspector general services were provided consistent with the standards and duties required by law. Additionally, the District had not used a competitive selection process to acquire inspector general services since November 2005.

Finding No. 3: The Board had not formally established duties and responsibilities provided for in law for the ombudsman position.

Finding No. 4: Board treasurer/secretary position vacancy was not timely filled.

CONTRACTS

Finding No. 5: The Board had not established an audit committee, nor had the District implemented auditor selection criteria when selecting its financial auditor, contrary to law. Also, the contract for audit services did not include certain statutorily required provisions.

Finding No. 6: Contract balances were accounted for in paper-based files that were incomplete and contained mathematical errors.

Finding No. 7: Contracts for professional engineering services did not always contain a prohibition against contingent fees, contrary to law.

TANGIBLE PERSONAL PROPERTY

Finding No. 8: Annual property inventories had been performed by custodian delegates, contrary to rules of the Department of Financial Services.

Finding No. 9: The District had not implemented, nor had the Board approved, policies for vehicle usage and maintenance.

BACKGROUND

Established in 1972, the Northwest Florida Water Management District protects and manages water resources in a sustainable manner for the continued welfare of the citizens across the 16 counties it serves. The District is one of five water management districts created under the Water Resources Act of 1972 and includes Escambia, Santa Rosa, Okaloosa, Walton, Holmes, Washington, Bay, Jackson, Calhoun, Gulf, Gadsden, Liberty, Franklin, Leon, Wakulla, and Jefferson counties. Governance lies with a nine-member board consisting of one representative of each of the District's five hydrologic basins and four members that serve at-large. Each member is appointed by the Governor and confirmed by the Senate. An Executive Director is appointed by the Board, subject to approval by the Governor and confirmation by the Senate.

FINDINGS AND RECOMMENDATIONS

Fraud Policies and Organizational Issues

Finding No. 1: Fraud Policies

Policies for communicating and reporting known or suspected fraud are essential to aid in the detection and prevention of fraud. Such policies should clearly identify actions constituting fraud, incident reporting procedures, responsibility for fraud investigation, and consequences for fraudulent behavior. Fraud policies are necessary to educate employees about proper conduct, create an environment that deters dishonesty, and maintain internal controls that provide reasonable assurance of achieving management objectives and detecting dishonest acts. In addition, such policies serve to establish the responsibilities for investigating potential incidents of fraud, taking appropriate action, reporting evidence of such action to the appropriate authorities, and avoiding damage to reputations of persons suspected of fraud but subsequently found innocent. Further, in the absence of such policies, the risk increases that a known or suspected fraud may be identified but not reported to the appropriate authorities.

In response to our inquiries, District management indicated that the District considered fraud policies to be a valuable tool in communicating to employees the definition of fraud and establishing procedures for incident reporting; however, a formal, written policy had not been established by the District, nor approved by the governing board of the District (Board).

Recommendation: The District, with Board approval, should develop and implement fraud policies to aid in the detection and prevention of fraud.

Finding No. 2: Inspector General

Section 373.079(4)(b), Florida Statutes, requires the Board to employ an inspector general, who shall report directly to the Board. An inspector general must have the same qualifications and perform the applicable duties of State agency inspectors general as provided in Section 20.055, Florida Statutes.

Our review disclosed that the District contracted with an accounting firm to perform the duties of an inspector general rather than hire an employee. However, District records did not evidence that a formal analysis was prepared to support this decision. Such an analysis should include a determination of the nature and extent of inspector general services to be provided and a comparison of the cost to contract for such services with the cost to hire a qualified employee.

While the District used a competitive selection process to acquire inspector general services in November 2005 for the 2005-06 fiscal year, it did not use a competitive selection process to acquire these services subsequently. Since the 2005-06 fiscal year, the District executed one-year agreements with the same firm. Absent the use of a competitive selection process, the District's ability to demonstrate the fair, equitable, and economical procurement of professional services is limited.

For the 2010-11 fiscal year, the terms of the agreement with the accounting firm specified that the fees for services would be based on a blended hourly rate of \$86.50 and would not exceed 350 hours, or \$30,275. A comparison of the duties, responsibilities, and qualifications specified in Section 20.055, Florida Statutes, for inspectors general, with those of the accounting firm contracted by the District, disclosed the following:

- The law requires that audits be conducted in accordance with current International Standards for the Professional Practice of Internal Auditing as published by the Institute of Internal Auditors, Inc., or where appropriate, in accordance with generally accepted government auditing standards. However, audit reports issued by the District's contracted accounting firm for the 2007-08 through 2009-10 fiscal years stated that the procedures performed did not constitute an audit in accordance with auditing standards generally accepted in the United States of America, but rather the procedures performed were done in conformity with Statements on Standards for Consulting Services of the American Institute of Certified Public Accountants.
- The law requires that an inspector general comply with the General Principles and Standards for Offices of Inspector General as published and revised by the Association of Inspectors General. However, the District's agreements with the contracted accounting firm did not include any provision for such principles and standards to be followed.
- The law specifies that an inspector general shall be involved in the development and review of performance measures, standards, and procedures for the evaluation of entity programs. However, our review of the District's contracted accounting firm's work plans and final audit reports for the 2007-08 through 2009-10 fiscal years disclosed no reference to such performance measures, standards, or procedures.

The inspector general should provide a central point for coordination of, and responsibility for, activities that promote accountability, integrity, and efficiency in government. While the law does not specify the extent to which inspector general services should be used, the District's current practice of contracting with an accounting firm for 350 hours of inspector general services per year appears to provide for minimal inspector general services.

Recommendation: The District should ensure that the work plan for inspector general services includes audit areas for performance measures, standards, and procedures; that the services comply with specified principles and standards for inspectors general; and that the audits are conducted in accordance with appropriate auditing standards, as specified in Section 20.055, Florida Statutes. To promote accountability, integrity, and efficiency in District operations, the District should consider increasing inspector general audit efforts. In doing so, District personnel should prepare a formal analysis to determine whether to hire an employee to serve as inspector general or continue to use the services of an accounting firm. If it is determined that the use of an accounting firm is more cost-beneficial, the District should periodically employ a competitive selection process to select the firm.

Finding No. 3: Ombudsman

Section 373.079(4)(a), Florida Statutes, provides that the Board shall employ an ombudsman. Although not specifically defined in law, an ombudsman generally refers to an individual who investigates, reports on, and helps settle complaints.¹ District personnel stated that ombudsman responsibilities were handled by the District's Executive Director, and not by a separately employed position.

Our review of the Executive Director's position description disclosed that, although there was a general statement that the position serves as liaison between the governing board, staff, and the general public, there were no specific duties and responsibilities attributable to the role of ombudsman. Additionally, we did not observe ombudsman information communicated on the District's Web site, or elsewhere, to inform employees and the general public as to the role of the ombudsman or how it functions. Upon inquiry, Department personnel stated that ombudsman matters are routinely handled by telephone, and no logs or files were maintained. Also, we noted that since the roles of Executive Director and ombudsman were combined, the Executive Director would be in a position to review issues under his management oversight, thus limiting his objectivity in the ombudsman role.

¹ Merriam-Webster Dictionary

Recommendation: The Board should establish duties and responsibilities of the ombudsman position provided for in law, and clearly communicate the ombudsman's role to District employees and the general public. Consideration should be given to assigning the ombudsman role to a position that is independent of management.

Finding No. 4: Secretary/Treasurer Position Vacancy

Section 373.553(1), Florida Statutes, requires the Board to designate a treasurer who shall be custodian of all funds belonging to the Board and to the District. Also, Section 373.079(2), Florida Statutes, provides that the Board shall choose some suitable person, who may be required to execute a bond for the faithful performance of his or her duties, as secretary.

Our review of Board records disclosed that the offices of treasurer and secretary were held by one member on the Board. During the audit period, this member's term expired on March 1, 2011, and a replacement was not appointed until September 22, 2011, over six months later. District records did not evidence the reasons for the delay in appointing a secretary and treasurer. The timely replacement of vacating Board officers helps ensure appropriate assignment of the duties and responsibilities required by law.

Recommendation: The Board should timely replace vacating officers to provide for the assignment of duties and responsibilities as required by law.

Contracts

Finding No. 5: Auditor Selection and Contract Requirements

Pursuant to Section 218.39, Florida Statutes, the District must provide for an annual financial audit. Such financial audits performed by licensed certified public accountants give assurance to the reliability and completeness of the District's financial statements; provide a means for evaluating the effectiveness of the District's internal control over financial reporting; and include a determination of the extent to which the District complied with applicable laws, rules, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the District's financial statement amounts. Consequently, it is important for entities to use an adequate auditor procurement process to ensure a quality audit.

The District must select the auditor using the procedures prescribed in Section 218.391, Florida Statutes, prior to entering into a written agreement for audit services. Sections 218.391(2) and (3), Florida Statutes, require the Board to establish an audit committee to assist in the selection of an auditor and specify the responsibilities of the audit committee, which include publicly announcing the need for audit services and using requests for proposals. Additionally, Section 218.391(7), Florida Statutes, prescribes the required elements of a contract for audit services. Noncompliance with the statutory auditor selection procedures may increase the risk of a substandard audit.

The District's current financial audit contract, dated October 14, 2008, is for audit services for a five-year period through the financial audit for the 2012-13 fiscal year. District records did not evidence that an audit committee had been established by the Board for selecting the auditor, nor that requests for proposals had been used to competitively procure the audit services. The current contract contains the same terms as the previous contract, dated April 15, 2005, which did not include a contract renewal provision for extending the contract beyond the financial audit for the 2007-08 fiscal year. District management stated that while the current contract does not specifically state it was a

renewal, it was the intent of the District to renew the contract with the previous financial auditor. However, Section 218.391, Florida Statutes, requires use of the competitive procedures described therein at the expiration of existing contracts.

We also noted the following regarding the current contract:

- Contrary to Section 218.391(7)(b), Florida Statutes, there was no provision requiring invoices for fees or other compensation to be submitted in sufficient detail to demonstrate compliance with terms of the contract. Although the contract included a statement that invoices for the fees will be rendered each month as work progresses, the contract did not specify the level of detail of the invoices. Our review of two invoices for the 2010-11 fiscal year financial audit, representing 50 percent of the audit fee, disclosed that the level of detail was insufficient to determine the work performed or whether the fees charged per the invoice were consistent with the contract.
- Contrary to Section 218.391(7)(c), Florida Statutes, there was no provision specifying the contract period, including renewals, and conditions under which the contract may be renewed. The contract included a statement that the engagement may be renewed for additional years at the option of both parties; however, it did not specify a finite period, including renewals, for the contract.

Recommendation: The Board should ensure compliance with the auditor selection and contract requirements prescribed in Section 218.391, Florida Statutes.

Finding No. 6: Contract Monitoring System

An essential element of an effective contract monitoring system is the capability to obtain reliable contract balances at any given time. Reliable contract balances are important in making informed budgetary and spending decisions. Contract monitoring systems that are integrated with the accounting records help ensure that contract balances are current and accurately reflect all contract amendments and payments related to contracts.

During the period October 2010 to September 2011, the District maintained paper-based files for 142 contracts, totaling approximately \$44 million. Each file contained copies of invoices and checks to document contract transactions, as well as a contract summary form. The contract summary form included the contract amount, individual payment amounts, paid-to-date totals, and the contract balance. Periodically, information from the contract summary forms was summarized on a contract spreadsheet for monitoring and reporting purposes. Contract spreadsheets were utilized to monitor contract balances since the accounting records could not summarize contract expenditures by individual contract.

Our review of contract transactions, balances on the individual contract summary forms, and comparison to the contract balances reported on the contract spreadsheets for 18 contracts totaling \$4,569,114 disclosed the following:

- For two contracts, totaling \$50,804, the contract balances from the contract summary forms were missing from the contract spreadsheet.
- For two contracts, the contract balances on the contract summary forms were overstated in total by \$117,397. Two paid invoices, one for \$113,827 and the other for \$3,570, were not included in the paid-to-date totals for the respective contracts.
- For two contracts, the contract balances on the contract summary forms were understated in total by \$624. For one contract, an invoice, totaling \$324, was included in the paid-to-date total in error, and, for another contract, an invoice amount was incorrectly added, resulting in the paid-to-date total being overstated by \$300.

Maintaining paper-based contract files and handwritten contract summary forms is more labor intensive and more prone to mathematical errors and omissions than electronic systems that are integrated with the accounting records.

Recommendation: The District should consider developing and implementing a computerized contract monitoring system that is integrated with its accounting records to better account for its contract balances.

Finding No. 7: Prohibition Against Contingent Fees

Section 287.055(6)(a), Florida Statutes, requires each contract entered into by the District for professional services, such as for a professional engineer, to contain a prohibition against contingent fees stating that the professional engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the professional engineer, to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the professional engineer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

During the period October 2010 through September 2011, the District contracted with ten engineers for services totaling \$12,127,750. Our review of five of the contracts, totaling \$2,505,780, disclosed that four contracts, totaling \$1,515,780, did not include the statutory required language pertaining to the prohibition of contingent fees. Upon inquiry, District management stated that the missing language from the contracts was unintentional. It is important to include the required clause in professional service contracts to ensure the District is protected from legal claims of outside parties not directly associated with the contracts.

Recommendation: The District should include the prohibition against contingent fees clause in its contracts for professional services, as required by law.

Tangible Personal Property

Finding No. 8: Annual Property Inventory

Section 274.02(2), Florida Statutes, provides that the State Chief Financial Officer shall establish by rule the requirements for the recording of property owned by a local government that has a value or cost of \$1,000 or more and a projected useful life of one year or more, and for the periodic review of such property for inventory purposes. Department of Financial Services (DFS) Rule 69I-73.006(5), Florida Administrative Code (FAC), provides, among other requirements, that the custodian delegate shall not personally inventory items for which they are responsible. Our review of the District's property inventory procedures disclosed that inventory lists were provided to the respective custodian delegates with instructions to obtain a "helper" to take the annual inventory. For internal control purposes, and to ensure compliance with DFS Rule 69I-73.006(5), FAC, it is important that the custodian delegates not be personally involved in the inventory of items for which they are responsible.

Recommendation: The District should enhance its property inventory procedures to ensure that custodian delegates are not personally involved in the inventory of items for which they are responsible.

Finding No. 9: Vehicle Usage and Maintenance

As of September 30, 2011, the District maintained 87 motor vehicles and watercraft for use by employees while conducting official business. The District's policy, as stated in the Manual, is that vehicles, watercraft, and equipment represent a substantial investment to the District, and that years of service can be realized when they are properly used and maintained. Chapter 7 of the Manual outlines the policies and procedures pertaining to such property.

Our review of the District's policies and procedures regarding vehicles disclosed the following:

- The Board had not adopted a vehicle use policy addressing the assignment of vehicles to employees on a full-time or periodic basis. The District's practice was for employees who drive vehicles to their residences overnight to note the date of the occurrence on their timesheets; however, no control was established by the District to identify the employees who take vehicles home overnight, but may fail to account for the occurrence on their timesheets, resulting in potential taxable fringe benefit implications with the Internal Revenue Service. An approved vehicle use policy documents management's intention for the usage of District vehicles.
- Section 7.2.5 of the Manual required vehicle users to complete a vehicle log that accounts for the date, driver, beginning and ending mileage, and to include comments regarding fuel purchases. However, the Manual did not require supervisory approval for vehicle use or periodic review of the vehicle logs by District management. Our review of vehicle logs disclosed that, although the District's facilities manager reviewed the logs monthly, no supervisory approval of vehicle use was included since it was not required by the Manual. Supervisory approval provides a record of management's oversight for vehicle usage. Including this requirement in the Manual, along with periodic reviews of vehicle logs, strengthens internal control over vehicle usage.
- Section 7.4 of the Manual provided detailed guidance for the maintenance and upkeep of vehicles in the District headquarters' motor pool. However, for the various vehicles in the field and branch offices (nonmotor pool vehicles), the Manual stated that maintenance was the responsibility of the users, but did not provide guidance on how this should be accomplished. Our review of vehicle maintenance practices in the field and branch offices disclosed that the practices varied depending on the office and type of vehicle. Guidance on preventative maintenance for all District vehicles that is clearly communicated to employees is necessary to help minimize vehicle repair or replacement costs.
- The Manual did not establish procedures for accounting for, or monitoring of, vehicle expenses, including vehicle maintenance thresholds. The District's facilities manager maintained vehicle records that included year-to-date and life-to-date amounts for repair and maintenance expenses for each vehicle in the motor pool. Our review of vehicle expenses for 10 vehicles in the motor pool disclosed that the vehicle records in many instances included misclassified maintenance and repair expenses, and, in some instances, expenses were not included in the vehicle record. Consistent and complete reporting of vehicle expenses assists in determining when various maintenance thresholds are met, and in vehicle replacement decisions.

Recommendation: The District should develop, and the Board should approve, a vehicle usage and maintenance policy that requires: supervisory approval of vehicle use; documented periodic reviews of vehicle logs by management; guidance on preventative maintenance for all District vehicles, including non-motor pool vehicles; and keeping of accurate vehicle expense records.

OBJECTIVES, SCOPE, AND METHODOLOGY

The Auditor General conducts operational audits of governmental entities to provide the Legislature, Florida's citizens, public entity management, and other stakeholders unbiased, timely, and relevant information for use in promoting government accountability and stewardship and improving government operations.

We conducted this operational audit in accordance with generally accepted government auditing standards. Those standards require that 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 that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

The overall objectives of this operational audit were to: (1) obtain an understanding and make overall judgments as to whether the District's internal controls relevant to the scope of the audit promoted and encouraged compliance with applicable laws, rules, regulations, contracts, grant agreements, and other guidelines; the economic and efficient operation of the District; the reliability of records and reports; and the safeguarding of assets; and (2) evaluate the District's performance in these areas.

The scope of this operational audit is described in Exhibit A. Our audit included examinations of various records and transactions from October 2010 through September 2011 and selected actions taken prior and subsequent thereto.

Our audit methodology included obtaining an understanding of the internal controls by interviewing District personnel and, as appropriate, performing a walk-through of relevant internal controls through observation and examination of supporting documentation and records. Additional audit procedures applied to determine that internal controls were working as designed, and to determine the District's compliance with the above-noted audit objectives, are described in Exhibit A. Specific information describing the work conducted to address the audit objectives is also included in the individual findings.

Our audit did not extend to an examination of the District's financial statements. The District's financial statements for the fiscal year ended September 30, 2011, were audited by a certified public accounting firm, and the audit report is on file with the District.

AUTHORITY

Pursuant to the provisions of Section 11.45, Florida Statutes, I have directed that this report be prepared to present the results of our operational audit.



David W. Martin, CPA
Auditor General

MANAGEMENT'S RESPONSE

Management's response is included as Exhibit B.

EXHIBIT A
AUDIT SCOPE AND METHODOLOGY

Scope (Topic)	Methodology
Organizational Issues	Reviewed the duties and responsibilities administratively assigned to the District, and examined and reviewed documentation such as organization charts and minutes of governing board meetings.
Written Policies and Procedures	Determined whether the District had written policies and procedures in place for major District functions.
Budgetary Control	Obtained the District's approved budget for the prior and current fiscal years and reviewed applicable policies and procedures for compliance with requirements established in law.
Cash Management	Obtained a list of cash collection points for selected reviews of physical security, and determined whether established policies and procedures were being followed. Also, reviewed bank reconciliations for completeness and supervisory approval.
Investments	Reviewed District policies governing investments to determine compliance with applicable laws, ordinances, bond resolutions, and other guidelines. Also, reviewed procedures for investing surplus funds.
Tangible Personal Property	Compared subsidiary ledgers with control accounts, physically inspected tangible personal property, and reviewed procedures for disposing of surplus property.
Long-Term Debt	Reviewed policies and procedures for issuing debt to determine compliance with applicable provisions of law.
Revenue and Cash Receipts	Reviewed policies and procedures for assessing and collecting permit fees, taxes, and other revenue sources to determine compliance with applicable provisions of law. Also, tested the accuracy of amounts collected and the timeliness of cash receipts deposited in the bank.
Payroll and Personnel	Selected a sample of payroll disbursements and performed tests to determine whether expenditures were made in accordance with applicable laws, rules, District policies and procedures, and other guidelines.
Procurement of Goods and Services	Selected a sample of disbursements and performed tests to determine whether expenditures were made in accordance with applicable laws, rules, District policies and procedures, and other guidelines.
Contracts	Selected a sample of contractual services payments and performed tests to determine whether expenditures were made in accordance with applicable laws, rules, District policies and procedures, and other guidelines.
Insurance	Reviewed the methods used for acquiring commercial coverage to determine whether the basis for selecting the carrier was documented in the District's records and conformed to good business practice.

EXHIBIT A (CONTINUED)
AUDIT SCOPE AND METHODOLOGY

Scope (Topic)	Methodology
Wireless Communication Devices	Reviewed District policies and procedures to determine whether the District limited the use of, and documented the level of service for, wireless communication devices.
Motor Vehicle Assignment and Use	Determined whether adequate vehicle utilization records were maintained, and if District policies and procedures were followed.
Travel Expenditures	Selected a sample of travel expenditure payments and performed tests to determine whether expenditures were made in accordance with applicable laws, rules, District policies and procedures, and other guidelines.

EXHIBIT B
MANAGEMENT'S RESPONSE



Jonathan P. Steverson
Executive Director

Northwest Florida Water Management District

81 Water Management Drive, Havana, Florida 32333-4712
(U.S. Highway 90, 10 miles west of Tallahassee)

(850) 539-5999 • (Fax) 539-2777

July 31, 2012

Mr. David W. Martin, CPA, Auditor General
State of Florida
G74 Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32333-4712

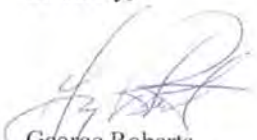
Dear Mr. Martin:

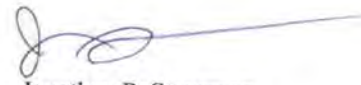
Enclosed, please find our written statement of explanation concerning the nine findings contained in the list of preliminary and tentative audit findings and recommendations as received on July 6, 2012.

District staff presented the findings, recommendations and proposed responses to the Governing Board on July 26, 2012. The Governing Board approved the responses as presented herein and authorized staff to submit the response on behalf of the Governing Board.

This Operational Audit for the period October 1, 2010 through September 30, 2011 provides an opportunity for improvement. We will use the report findings to enhance the comprehensive update and improvements planned for the District's operations and procedures manual.

Sincerely,


George Roberts
Governing Board Chair


Jonathan P. Steverson
Executive Director

GR/JS/jw
Enclosure

GEORGE ROBERTS
Chair
Panama City

JOYCE ESTES
Secretary-Treasurer
Eastpoint

JOHN ALTER
Malone

GUS ANDREWS
Defuniak Springs

STEPHANIE BLOYD
Panama City Beach

JERRY PATE
Pensacola

NICK PATRONIS
Panama City Beach

RALPH RISH
Port St. Joe

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Northwest Florida Water Management District Operational Audit

Finding No. 1: Fraud Policies

Recommendation: The District, with Board approval, should develop and implement fraud policies to aid in the detection and prevention of fraud.

NWFWMD Response:

The Governing Board and District management concur that a fraud policy is essential in deterring, identifying, and properly investigating fraud while protecting those who may be wrongfully accused. A policy is being developed that will specifically identify what constitutes fraud and how to report it. The policy will be distributed to all District staff and made available on the Intranet.

The District is in the process of selecting an Inspector General which is an integral part of the detection and investigation of suspected fraud. Once the Inspector General is selected the fraud policy will be completed.

In addition, the District is beginning a comprehensive review and revision of the Operations and Procedures Manual as well as providing easier access to the Ombudsman. The District has also added an anonymous employee suggestion box which is available on the Intranet. These improvements will contribute to better informed staff and easy access for staff to discuss and report any suspected violation of policy.

Finding No. 2: Inspector General

Recommendation: The District should ensure that the work plan for inspector general services includes audit areas for performance measures, standards, and procedures; that the services comply with specified principles and standards for inspectors general; and that the audits are conducted in accordance with appropriate auditing standards, as specified in Section 20.055, Florida Statutes. To promote accountability, integrity, and efficiency in District operations, the District should consider increasing inspector general audit efforts. In doing so, District personnel should prepare a formal analysis to determine whether to hire an employee to serve as inspector general or continue to use the services of an accounting firm. If it is determined that the use of an accounting firm is more cost-beneficial, the District should periodically employ a competitive selection process to select the firm.

NWFWMD Response:

The District's contractual agreement for Inspector General services expired after the completion of the Fiscal Year 2010-11 audit. The current firm provided services for six years, a minimum of five years is recommended. In May 2012 the Governing Board authorized the issuance of an RFP to procure Inspector General and internal audit services with the intent to issue a contract for one year - renewable on an annual basis for an additional 5 years. The RFP was issued on May 31 and responses received on June 12. The analysis of the proposal will be presented to the Board on July 26.

It is correct that there is no evidence that a formal analysis was prepared to support the decision to contract with an accounting firm for the services rather than hire an employee. However, the District has prepared an analysis which does support that it is significantly more cost effective to contract with an accounting firm.

Northwest Florida Water Management District Operational Audit

In addition to the cost difference the District supports the hiring of an accounting firm for several other reasons including:

- The District is very small with a current staffing level of 105 full time positions and 16 OPS/student positions. The duties of an Inspector General (IG) would not equate to a full time position at the District and the IG is prohibited from participating in most work activities due to the independence requirement. Therefore other duties could not be assigned to the position.
- In addition it would be a one person office which would make it difficult not to have social interaction and workplace friendships with staff that perform functions that are subject to audit. This could also jeopardize the integrity of the audit.
- In viewing the salaries of several small state agencies and commissions the average salary of an IG was \$82,300, with an estimated 35% benefit rate the annual cost would be \$111,000 plus the annual recurring costs for software, travel, training, telephones and supplies.
- If the District were to increase the hours of the IG services to 400 hours per year, based on the top ranked firm's average hourly rate of \$125 per hour, the contract cost would be \$50,000.

Staff recommends to the Governing Board that the Inspector General services continue to be performed on a contractual basis. Staff will ensure that the contract is properly prepared including a termination date, renewal options, and that the inspector general complies with the required principles and standards in preparing the internal audit services. The contract will also contain more specific requirements of the IG position beyond the internal audit functions. This will include the requirements of the Whistle Blowers Act.

Finding No. 3: Ombudsman

Recommendation: The Board should establish duties and responsibilities of the ombudsman position provided for in law, and clearly communicate the ombudsman's role to District employees and the general public. Consideration should be given to assigning the ombudsman role to a position that is independent of management.

NFWMD Response:

The Governing Board and District management concur that the duties and responsibilities of the District's Ombudsman are very important and the citizens of our District should have knowledge of and access to the Ombudsman.

The Assistant Executive Director is a newly created position which will also serve as the District Ombudsman. The title of Ombudsman is listed as an official duty in the Assistant Executive Director's official position description, and the position has no direct supervision over staff. The District's Ombudsman will institute a tracking system for all correspondence between the District and the public, as well as a separate system for all public records requests submitted pursuant to Ch. 119, F.S. In addition, an email link to the Ombudsman has been placed in a conspicuous area of the District's website, and a clearer description of the Ombudsman's role will be placed on the website as well.

**Northwest Florida Water Management District
Operational Audit**

Finding No. 4: Secretary/Treasurer Position Vacancy

Recommendation: The Board should timely replace vacating officers to provide for the assignment of duties and responsibilities as required by law.

NFWMD Response:

The Governing Board concurs that the timely replacement of officers is important to the Board's ability to conduct efficient District business. Currently, all officer positions are filled. Should a vacancy occur, the Board will instruct District staff to schedule the replacement of the officer for consideration at the next possible Board meeting.

Additionally, the Governing Board, consistent with the Operations and Procedure Manual (as updated August 2008), recently designated the Executive Director as the Assistant Secretary and delegated signature authority to the Executive Director for all documents which do not by law require the signature of the Governing Board. This delegation provides the continued efficient conduct of District Business.

Finding No. 5: Auditor Selection and Contract Requirements

Recommendation: The Board should ensure compliance with the auditor selection and contract requirements prescribed in Section 218.391, Florida Statutes.

NFWMD Response:

The Governing Board and District management concur that a quality audit is essential to the reliability and completeness of the District's financial statements and determining the extent to which the District complied with applicable laws, rules, and regulations.

At the expiration of the current contract, the Board will appoint an audit selection committee and proceed with the selection process as required in Section 218.391, Florida Statute. The Board will ensure the required elements of a contract for audit services are adhered to in developing and executing the contractual agreement, including the expiration date and the options for renewal.

Staff will, for the duration of the contract, ensure that invoices submitted during the audit will include the level of detail sufficient to determine that the work performed and fees charged per the invoice are consistent with the contract.

Finding No. 6: Contract Monitoring System

Recommendation: The District should consider developing and implementing a computerized contract monitoring system that is integrated with its accounting records to better account for its contract balances.

NFWMD Response:

The Governing Board and District management concur in the importance of an effective contract monitoring system providing the capability to obtain reliable contract balances and manage the amendment and renewal processes. The District also concurs that an automated

Northwest Florida Water Management District Operational Audit

system would reduce the opportunity for error, provide additional oversight and more efficient and effective contract management.

District staff is currently testing the contract management module of the MUNIS system used for accounting, budgeting and other applications. A MUNIS system upgrade is planned for late August and staff will review the changes to determine if improvements were made to the reporting capabilities. We will also look at options for a user friendly, off the shelf software package with the ability to interface with the MUNIS system. Additionally accounting staff has been advised to pay more attention to timely and accurate posting of contract payments.

Finding No. 7: Prohibition Against Contingent Fees

Recommendation: The District should include the prohibition clause in its contracts for professional services, as required by law.

NFWWMD Response:

The Governing Board and District management concur with the importance of the required prohibition clause in professional service contracts to ensure the District is protected from legal claims. Contract managers will be required to review all professional service contracts to identify which contracts do not include the required clause. Amendments will be made to contracts where appropriate. Staff will look for ways to ensure that the preparation and review processes are enhanced to prevent such an omission, including developing templates for contracts that meet all statutory requirements.

Finding No. 8: Annual Property Inventory

Recommendation: The District should enhance its property inventory procedures to ensure that custodian delegates are not personally involved in the inventory of items for which they are responsible.

NFWWMD Response:

The Governing Board and District management concur with the recommendation to enhance the property inventory procedures for compliance with FAC Rule 69I-73.006(5). The Operations and Procedures manual will be revised to reflect compliance.

Prior to the next required inventory the Property Administrator will develop a procedure and advise each Director of the necessary changes in assigning property custodians for the inventory process. The District has ordered an automated asset scanning system which will be used to improve the efficiency and accuracy of the asset inventory for assets costing over and under \$1,000.

Finding No. 9: Vehicle Usage and Maintenance

Recommendation: The District should develop, and the Board approve, a vehicle usage and maintenance policy that requires: supervisory approval of vehicle use; documented periodic reviews of vehicle logs by management; guidance on preventative maintenance for all District vehicles, including non-motor pool vehicles; and keeping of accurate vehicle expense records.

Northwest Florida Water Management District Operational Audit

NFWFMD Response:

The Governing Board and District management concur that procedures should be developed and approved providing for the oversight of vehicle assignment and approval for usage. Improvements that will be considered include supervisor approval being added to the vehicle reservation system and an option on the Authorization to Incur Travel form to indicate that a District vehicle will be used. The policy will include the process for authorization and reporting requirements for staff who drive vehicles to their residences overnight.

The policies and procedures are in need of significant update to capture current practices. The District currently uses Wright Express for fuel and light maintenance on all vehicles. The monthly statements, which are provided electronically, are divided by Division and are sent to the Division Directors, or designee, for review and approval. In addition, a quarterly report of all vehicles and all expenditures per vehicle is sent to each Division.

Section 7.4 of the Manual provides detailed guidance for the maintenance and upkeep of vehicles in the District headquarters' motor pool. The term "motor pool" includes all on-road vehicles. In Section 7.2, Vehicle Usage Policy states that district vehicles are classified as "pool assignment" and "special use assignment". The Facilities Manager provides maintenance notices for all on-road vehicles with reminders of needed maintenance; the mileage is captured from the vehicle logs and gas receipts and entered into a spreadsheet that is programed to provide notification at certain mileage indicators. Field staff is responsible for taking the vehicles in for needed maintenance. If maintenance receipts are not provided, additional reminders are sent.

It has been a general practice of the District for the facilities manager to maintain a record of all maintenance costs per vehicle. The current facilities manager has improved the system and provides the report to each Division on a quarterly basis; this is in addition to the Wright Express invoice.

As stated previously, the operations and procedures manual is extremely outdated and will be revised to expand the information provided as recommended and updated to provide current practices. A revised manual will be provided to the Governing Board for approval.



ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

AI-3065 **Clerk & Comptroller's Report** **13. 3.**

BCC Regular Meeting

Meeting Date: 08/23/2012

Issue: Minutes and Reports

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Minutes and Reports Prepared by the Clerk to the Board's Office

That the Board take the following action concerning Minutes and Reports as prepared by the Clerk to the Board's Office:

- A. Approve the Minutes of the Regular Board Meeting held August 9, 2012;
- B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held August 9, 2012; and
- C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole (C/W) Workshop held August 13, 2012.

Attachments

CR I-3

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD AUGUST 9, 2012
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:00 a.m. – 9:22 a.m.)

Present: Commissioner Wilson B. Robertson, Chairman, District 1
Commissioner Gene M. Valentino, Vice Chairman, District 2
Commissioner Grover C. Robinson IV, District 4
Commissioner Kevin W. White, District 5
Commissioner Marie K. Young, District 3
Charles R. "Randy" Oliver, County Administrator
Alison Rogers, County Attorney
Cheryl Maher, Senior Accounting Supervisor, Clerk and Comptroller's Office
Doris Harris, Deputy Clerk to the Board
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

1. FOR INFORMATION: The agenda package for the 5:30 p.m., August 9, 2012, Regular Board Meeting, was reviewed as follows:
 - A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, and County Attorney Rogers, reviewed the agenda cover sheet;
 - B. Cheryl Maher, Senior Accounting Supervisor, Clerk and Comptroller's Office, reviewed the Clerk's Report;
 - C. T. Lloyd Kerr, Director, Development Services Department, reviewed the Growth Management Report;
 - D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, County Administrator Oliver, and County Attorney Rogers reviewed the County Administrator's Report; and
 - E. County Attorney Rogers reviewed the County Attorney's Report.

AGENDA WORK SESSION: August 9, 2012

NAME

DEPARTMENT/AGENCY

1	Mike Weaver	PS
2	Cory Lovoy	MBS
3	David Wheeler	FM
4	DAVID MUSCLOWNIC	IT
5	Randy Rhinehart	self
6	JOE BOTTS	SELF
7	Berncy Conaghan	Self
8	Sandy Oneal	NHA Escambia River Gun Club
9	AJ Martin	ERGC
10	BILL LAWSON	ERGC
11	Charles Wilkes	ERGC
12	David Coleridge	ERGC
13	Robert & Julie	connection
14	Jeff Helm	Attorney
15	LARRY GOODMAN	PTW
16	Panel of All	Ext
17	Rammy Wilkerson	MERS
18	David Forte	CRA
19	Lloyd Kern	DSD
20	Allyson Cain	DSD
21	Eva Peterson	CRA
22	Keith Wilkins	C & E
23	Robert Turpin	C & E
24	PAOLO GHO	SRIA
25	Jay Blackman	PW
26	Dianne Simpson	Co. Atty Office
27	Dean Kishner	BEC-2
28	Becky Ayerton	BCC D4
29	Matt Mooreham	PW/Eng
30	Bob Dennis	MBS/Purchasing

AGENDA WORK SESSION: August 9, 2012

NAME

DEPARTMENT/AGENCY

1	Cheryl Maher	Clerk's office
2	Doris Harris	Clerk to the Board
3	Lisa Bernau	Clerk & Comptroller
4	Charles R. Owen	COUNTY ADMINISTRATOR
5	Judith A. Witterstaedt	CAO
6	Wilson Robertson	BCC
7	Marie Young	BCC
8	Sam C. [Signature]	BCC
9	K. W. White	BCC
10	[Signature]	City Atty
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AGENDA WORK SESSION: August 9, 2012

NAME

DEPARTMENT/AGENCY

1	Kathleen Dagh-Castelo	PIO
2	Cam Johnson	PIO
3	Be Beardi Ziglar	PIO
4	Wes Moreno	P/W
5	Colby Brown	P/W TRAFFIC
6	Michael Hardin	SOB
7	Larry Newsom	ACA
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REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD AUGUST 13, 2012
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:05 a.m. – 10:46 a.m.)

Present: Commissioner Wilson B. Robertson, Chairman, District 1
Commissioner Gene M. Valentino, Vice Chairman, District 2
Commissioner Grover C. Robinson IV, District 4
Commissioner Kevin W. White, District 5
Commissioner Marie K. Young, District 3 (*arrived at approximately 9:50 a.m.*)
Honorable Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller
Charles R. "Randy" Oliver, County Administrator
Alison Rogers, County Attorney
Cheryl Maher, Clerk's Senior Accounting Supervisor
Doris Harris, Deputy Clerk to the Board
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

AGENDA NUMBER

1. Call to Order

Chairman Robertson called the Committee of the Whole (C/W) to order at 9:05 a.m.

2. Was the Meeting Properly Advertised?

The C/W was advised by Doris Harris, Deputy Clerk to the Board, that the Meeting was advertised in the Pensacola News Journal on August 11, 2012, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule August 13- August 17, 2012, Legal No. 1573156.*

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. 4th Cent Tourist Development Tax Allocation

A. Board Discussion – The C/W discussed the 4th Cent Tourist Development Tax (TDT) Allocation, and the C/W:

- (1) Heard the suggestion from County Administrator Oliver that the Board reserve \$25,000 to \$50,000 from 4th Cent TDT for unanticipated items;
- (2) Heard the request from Commissioner Robinson that the Board allocate funds for the Historic Preservation Board and St. Michael's Cemetery; and
- (3) Was advised by Commissioner Valentino that the Tourist Development Council referred, for the Board's consideration of funding from the 4th Cent TDT, the requests for 3rd Cent TDT funds for the Frank Brown Songwriters' Festival and Skills USA, which he supports on a one-time only basis; and

B. Board Direction – The C/W recommends that the Board approve allocating the 4th Cent TDT, in the total amount of \$1,551,099, as follows, which represents the funding levels for Fiscal Year 2011-2012, plus \$40,000 for the Frank Brown Songwriters' Festival and \$100,000 for Skills USA, and allocates the remaining \$1,099 to ACE:

African-American Heritage Society	\$ 25,000
Arts, Culture & Entertainment (ACE)	\$ 266,099
Frank Brown Songwriters' Festival	\$ 40,000
Historic Preservation Board	\$ 70,000
Naval Aviation Museum	\$ 100,000
Pensacola Chamber/VIC	\$ 600,000
Pensacola Chamber/VIC (From 4th Cent Reserves)	\$ 250,000
Sertoma 4th of July	\$ 75,000
Skills USA	\$ 100,000
St. Michael's Cemetery	<u>\$ 25,000</u>
Total	\$1,551,099

Recommended 4-0, with Commissioner Young absent for the vote

Speaker(s):

Terry Scruggs

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

4. Discussion Concerning the County's Noise Ordinance

A. Board Discussion – The C/W discussed the County's Noise Ordinance, and the C/W:

- (1) Was advised by County Attorney Rogers that representatives from the Sheriff's Office and the State Attorney's Office have indicated that the Noise Ordinance is not likely to be enforced during the appeal (*of the Order Granting Motion to Dismiss, issued by the Honorable Thomas E. Johnson, County Judge, on July 12, 2012, regarding State of Florida vs. Kyle Aron Skipper*);
- (2) Heard comments from Larry Aiken, Chief Deputy, who advised that additional devices (*decibel meters*), at a cost \$1,400 to \$2,100 each, will be needed for the Deputies who will enforce the new Ordinance, and the Deputies will need training for certification on the devices, at a cost of approximately \$500 each;
- (3) Heard the suggestion from Commissioner White that the County Attorney work with the Sheriff's Attorney to develop a uniform County-wide Ordinance; and
- (4) Was advised by County Attorney Rogers that, based on the Board's wish to ask the State Attorney's Office to dismiss the appeal, she will provide, at the September 13, 2012, C/W Workshop, two or three options for a uniform Noise Ordinance, from which the Board can select (*to consider adopting at a subsequent Public Hearing*); and

B. Board Direction – The C/W recommends that the Board approve withdrawing the appeal (*at the July 26, 2012, Regular Board Meeting, the Board approved the request that the State Attorney's Office pursue an appeal of the Order Granting Motion to Dismiss, issued by the Honorable Thomas E. Johnson, County Judge, on July 12, 2012, regarding State of Florida vs. Kyle Aron Skipper*).

Recommended 5-0

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

5. Discussion Concerning Allowing Chickens and other Animals in Residential Areas
 - A. Board Discussion – The CW viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Chickens And small animals*, as presented by T. Lloyd Kerr, Director, Development Services Department; and
 - B. Board Direction – The CW recommends that the Board approve the following staff recommendation, and authorize staff to provide a final proposal at a future Meeting, relative to discussion concerning allowing chickens and other animals in residential areas:
 - ▶ Monitor the City's program for 6-12 months
 - ▶ Analyze the results
 - ▶ Develop a small animals Ordinance
 - ▶ Identify a funding source for implementation
 - ▶ Adopt (an) Ordinance once supporting infrastructure is in place

Recommended 5-0

ITEMS ADDED TO THE AGENDA – COMMISSIONER MARIE K. YOUNG

1. FOR INFORMATION: The CW:
 - A. Heard the request from Commissioner Young that the Board consider using the unanticipated Medicaid revenues to provide funding for the Council on Aging and a 1.5% increase for County employees (*subsequent to passage of HB 5301, the "Medicaid Budget Conforming Bill," Escambia County's portion of unpaid Medicaid bills was significantly reduced*); and
 - B. Was advised by County Administrator Oliver that a 1.5% pay increase would equate to \$1.1 million, and heard his suggestion, with a consensus, that the Board discuss this issue at the First Budget Public Hearing.

AGENDA NUMBER – Continued

6. Adjourn

Chairman Robertson declared the CW Workshop adjourned at 10:46 a.m.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3052

Growth Management Report 13. 1.

BCC Regular Meeting

Meeting Date: 08/23/2012

Issue: Review of Rezoning Case heard by the Planning Board on August 13, 2012

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Case heard by the Planning Board on August 13, 2012

That the Board take the following action concerning the rezoning case heard by the Planning Board on August 13, 2012:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2012-12 or remand the case back to the Planning Board; and
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that were reviewed.

1. Case No.:	Z-2012-12
Location:	Hanks Rd
Property Reference No.:	14-5N-32-2301-000-000
Property Size:	7.01(+/-) acres
From:	P, Public District
To:	VAG-1, Village Agriculture District
FLU Category:	REC, Recreational
Commissioner District:	5
Requested by:	Kale and Donna Schneider, Owner
Planning Board Recommendation:	Approval
Speakers:	

BACKGROUND:

The above case was owner initiated and heard at the August 13, 2012, Planning Board Meeting. Under the Land Development Code (LDC) 2.08.00.E.1., "the Board of County Commissioners shall review the record and the recommendation of the Planning Board and either adopt the recommended order, modify the recommended order as set forth therein, reject the recommended order, or remand the matter back to the Planning Board for additional facts or clarification. Findings of fact or findings regarding legitimate public purpose may not be rejected or modified unless they are clearly erroneous or unsupported by the record. When rejecting or modifying conclusions of law, the Board of County Commissioners must state, with particularity, its reasons for rejecting or modifying the recommended conclusion of law and must make a

finding that its substituted conclusion of law is as or more reasonable than the conclusion that was rejected or modified. However, the Board of County Commissioners may not modify the recommendation to a more intensive use than recommended by the Planning Board; rather the matter shall be remanded with instructions. The review shall be limited to the record below. Only a party of record to the proceedings before the Planning Board or representative shall be afforded the right to address the Board of County Commissioners and only as to the correctness of the findings of fact or conclusions of law as based on the record. The Board of County Commissioners shall not hear testimony."

To further the County's policy of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board recommended order and the LDC Map Amendment for this month's rezoning cases. This report item addresses only the review and upholding of the Planning Board's recommendation. The next report item will address the Public Hearing for the LDC Zoning Map Amendment.

BUDGETARY IMPACT:

This action may increase the ad valorem tax base for Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

The recommended order is the result of deliberations by the Planning Board based on staff analysis, public testimony, and knowledge of the Comprehensive Plan and Land Development Code as well as case law and Florida Statutes.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Chairman will need to sign the Orders of the Escambia County Board of County Commissioners either denying or approving the rezoning request.

IMPLEMENTATION/COORDINATION:

The cases under review are presented to the Planning Board for collection of evidence. The Planning Board conducts a quasi-judicial public hearing and issues a recommended order to the Board.

Attachments

Z-2012-12

Z-2012-12

ESCAMBIA COUNTY PLANNING BOARD REZONING HEARINGS - AUGUST 13, 2012

29

1 * * *

2 CASE NO: Z-2012-12

Location: Hanks Road

3 Parcel: 14-SN-32-2301-000-000

From: P, Public District

4 To: VAG-1, Village Agriculture District

FLU Category: REC, Recreational

5 BCC District: 5

Overlay Area: N/A

6 Requested by: Kale Schneider, Owner

7 MR. BRISKE: Our next case today is Case

8 Z-2012-12, and as we go into this case before we

9 open the case I would like to have a little bit of

09:03 10 discussion with the staff. It appears that this is

11 one of the cases where we may need to consider

12 agenda items on the Planning Board agenda before we

13 go into the rezoning; is that correct?

14 MS. CAIN: Yes, sir.

15 MR. BRISKE: All right. What we will do then

16 is we will temporarily put the judicial hearing on

17 hold while we go into the actual Planning Board

18 meeting. And our court reporter, you can stop for a

19 little while and take a little break while we go

09:03 20 into the regular Planning Board meeting, so we will

21 just have a temporary recess on that one and I will

22 now call to order the Escambia County Planning Board

23 meeting.

24 (The quasi-judicial hearings recessed, after

25 which the proceedings continued.)

TAYLOR REPORTING SERVICES, INCORPORATED

30

1 MR. BRISKE: We will now temporarily adjourn

2 the Planning Board meeting and go back into session

3 on the Planning Board quasi-judicial hearings. I

4 remind all of the staff and Board members that you

5 are still -- not Board members, but the staff, that

6 you are still under oath for this hearing. We're

7 taking off where we left off. This is rezoning

8 application Case Z-2012-12. The address is on Hanks

9 Road, from Public District to Village Agricultural

09:20 10 District.

11 Members of the Planning Board, has there been

12 any ex parte communication between you, the

13 Applicant, the Applicant's agents, attorneys,

14 witnesses or with other Planning Board members or

15 anyone from the general public prior to this

16 hearing? I also ask if you visited the subject

17 property and please also disclose if you are a

18 relative, business associate of the Applicant or the

19 Applicant's agents.

09:21 20 Mr. Stitt.

21 MR. STITT: None to all the above.

22 MR. BRISKE: Ms. Hightower.

23 MS. HIGHTOWER: No to all the above.

24 MR. GOODLOE: No to all.

25 MR. WOODWARD: No to all.

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1 MR. BRISKE: The Chairman, no to all.

2 MR. TATE: No to all.

3 MS. DAVIS: No to all the above.

4 MR. WINGATE: No. I'm familiar with the site.

5 MS. SINDEL: No to all the above.

6 MR. BRISKE: Thank you. Staff, was notice of

7 the hearing sent to the interested parties?

8 MS. CAIN: Yes, it was.

9 MR. BRISKE: And was that notice also posted on

09:21 10 the subject property?

11 MS. CAIN: Yes, it was.

12 MR. BRISKE: At this time Mr. Kale Schneider,

13 please come forward. Good morning.

14 MR. WOODWARD: I'll have to amend my previous

15 declaration. I didn't realize I'm acquainted with

16 this gentleman.

17 MR. BRISKE: Mr. Schneider, I noticed in one of

18 the documents that says your first name is Kale and

19 did you fill out the request to speak form?

09:22 20 MR. SCHNEIDER: I did.

21 MR. BRISKE: Do you go under Ronald?

22 MR. SCHNEIDER: Actually Kale is my father and

23 I am Ronald.

24 MR. BRISKE: Okay. So you're going to be

25 acting as the agent on behalf of the owner?

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1 MR. SCHNEIDER: Right.

2 MR. BRISKE: Thank you, sir. So Mr. Ronald

3 Schneider will be the agent for Mr. Kale Schneider,

4 who is the owner.

5 Sir, we'll ask that you please be sworn in.

6 MR. WOODWARD: Let me recuse myself from this.

7 MR. BRISKE: Okay. Let the record show that

8 Mr. Woodward is recusing himself for a potential

9 conflict.

09:22 10 (Ronald Schneider sworn.)

11 THE COURT: Sir, if there's no objection to

12 you, we'll have the staff present the maps and

13 photographs for your case to start with.

14 (Presentation of Maps and Photographs.)

15 MR. LEMOS: Once again, these are the same maps

16 and photographs.

17 MR. BRISKE: If you would, state your name.

18 MR. LEMOS: Juan Lemos, Escambia County

19 Planner.

09:23 20 Once again this is rezoning 2012-12 Hanks Road,

21 from Public to VAG-1. This is our location for the

22 parcel with the wetlands. This is the aerial

23 photograph. This is the 500-foot radius showing

24 Public and VAG-1. This is our Future Land Use

25 showing Agricultural. This is the existing land

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1 use. This is, once again, the sign posted on the
 2 site.
 3 And looking east on Hanks Road. Looking
 4 northeast towards the parcel. Looking west on Hanks
 5 Road. Looking south towards the south portion of
 6 the parcel. This is our 500-foot radius map and the
 7 500-foot mailing list for this case.
 8 MR. BRISKE: Board members, any questions about
 9 the maps or photography?
 09:24 10 All right. Mr. Schneider, if you will, please
 11 state your full name and address for the record,
 12 please.
 13 (Presentation by Mr. Schneider, previously
 14 sworn.)
 15 MR. SCHNEIDER: I am Ronald Schneider, 9251
 16 Bratt Road, Century, Florida, 32535. I am the son
 17 of Mr. Kale and he passed away two days before the
 18 last meeting in an accident and I'm just here to
 19 represent him and as far as I know everything is in
 09:24 20 order and just requesting that the case continue as
 21 he had proposed it and that's all.
 22 MR. BRISKE: Yes, sir. My deepest condolences
 23 to your loss. Have you received a copy of the
 24 rezoning hearing package with the staff's
 25 Findings-of-Fact?
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1 MR. SCHNEIDER: My mother has and she is also
 2 here with me today.
 3 MR. BRISKE: Do you understand that you have
 4 the burden of proving competent and substantial
 5 evidence that the proposed rezoning is consistent
 6 with the Comprehensive Plan, furthers the goals,
 7 objectives and policies of the Comprehensive Plan
 8 and is not in conflict with any portion of the
 9 County's Land Development Code?
 09:25 10 MR. SCHNEIDER: I do.
 11 MR. BRISKE: Okay. The way this works,
 12 Mr. Schneider, typically we give you an opportunity
 13 to present your case. Now, if you're in agreement
 14 with the staff's Findings-of-Fact, you can
 15 acknowledge that you're in agreement with them. If
 16 there's anything that you would like to add or
 17 dispute in the staff's findings, this would be the
 18 time to do that. I know you started making a
 19 statement, but I wanted to make sure that we had
 09:25 20 given you a copy of the findings and everything
 21 first before you did that, so if you want to
 22 proceed, you can address the Board at this point.
 23 MR. SCHNEIDER: We are in agreement or I am in
 24 agreement with the findings.
 25 MR. BRISKE: Do you have anything else to add
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1 to the findings?
 2 MR. SCHNEIDER: No.
 3 MR. BRISKE: Okay. Board members, any
 4 questions of the agent for the Applicant? Okay.
 5 All right, sir, if you would just have a seat
 6 in the front row, we may call you back with
 7 questions. We'll have the staff go ahead and
 8 present at this point.
 9 MR. SCHNEIDER: Thank you.
 09:26 10 (Presentation by Juan Lemos, previously sworn.)
 11 MR. LEMOS: All right. Once again, rezoning
 12 Case 2012-12, Findings:
 13 Under Criterion (1), the proposed amendment to
 14 VAG-1 is not consistent with the intent and purpose
 15 of the Future Land Use category REC as stated in CPP
 16 FLU 1.3.1. The current use of the land is
 17 residential which is not consistent with the land
 18 use category of Recreational intended for active and
 19 passive recreational activities and amenities.
 09:26 20 However, the parcel is going for a Future Land
 21 Use change from REC to Agricultural. If the Future
 22 Land Use amendment is to be granted, the rezoning
 23 request would then be consistent with the
 24 Agricultural Future Land Use category.
 25 Criterion (2), consistent with the Land
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1 Development Code. The proposed amendment is
 2 consistent with the intent and purpose of the Land
 3 Development Code. The proposed amendment allows for
 4 a wide range of uses from agricultural, residential,
 5 and nonresidential uses all support a mix of small
 6 farm operations and rural residential.
 7 Criterion (3). The proposed amendment is
 8 compatible with surrounding and existing uses in the
 9 area. Staff observed seven single-family
 09:27 10 residences, and the remaining properties within the
 11 500-foot radius impact area are agricultural land,
 12 all have the zoning designation of VAG-1.
 13 Criterion (4). The staff found no changed
 14 conditions that would impact the amendment or
 15 properties.
 16 Criterion (5). According to the National
 17 Wetland Inventory, wetlands and hydric soils were
 18 indicated on the subject property. When applicable,
 19 further review during the site plan review process
 09:28 20 will be necessary to determine if there will be any
 21 significant adverse impact on the natural
 22 environment.
 23 Criterion (6). The proposed amendment would
 24 result in a logical and orderly development pattern
 25 due to the fact that all surrounding parcels
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ESCAMBIA COUNTY PLANNING BOARD REZONING HEARINGS - AUGUST 13, 2012

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1 currently have the VAG-1 zoning designation.
 2 And that concludes the staff findings.
 3 MR. BRISKE: Board members, questions of staff?
 4 MR. STITT: Sir, I just have a clarification
 5 question. Not being familiar with the exact
 6 location, I've heard several references to Century
 7 and we're sure that it's not within their
 8 jurisdiction, right, it's county jurisdiction?
 9 MR. JONES: Right.
 09:28 10 MR. STITT: Thank you.
 11 MR. BRISKE: Horace, just for clarification
 12 because we have recommended in our public hearings
 13 of the Planning Board obviously the criterion would
 14 change if those were approved, would you just kind
 15 of speak to that on the record as to the procedure
 16 because we're recommending to the Board of County
 17 Commissioners on those hearings, so...
 18 MR. JONES: And Allyson, please chime in if I'm
 19 not correct.
 09:29 20 It's my understanding that the Board of County
 21 Commissioners will approve this with contingency.
 22 If they decide to approve it everything would be
 23 contingent upon the Comprehensive Plan amendments
 24 being approved first. The Future Land Use category,
 25 that has to go to Tallahassee. That will be
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1 transmitted. The small scale amendment is in-house,
 2 stays with the County, so they have to approve that
 3 portion first contingent upon, so that would be that
 4 procedure, which they have done that in the past on
 5 many occasions.
 6 MR. TATE: The large scale amendment will still
 7 go to the BCC before it goes to Tallahassee?
 8 MR. JONES: Yes.
 9 MR. TATE: At the same time as the small scale
 09:30 10 amendment at the same meeting?
 11 MR. JONES: At the same meeting, yes.
 12 MR. TATE: Will those be heard before the
 13 rezoning case is heard?
 14 MR. JONES: Yes.
 15 MS. CAIN: You will actually hear the other
 16 rezoning for the larger piece and make a
 17 recommendation to the BCC probably contingent upon
 18 approval of the large scale, but then it will not go
 19 to the Board of County Commissioners until we get it
 09:30 20 back from DEO.
 21 MR. WEST: Mr. Chairman, just following up on
 22 all that, the motion, if you do move to recommend
 23 approval of this, should include that it's subject
 24 to the approval of the Future Land Use changes.
 25 MR. BRISKE: Right. I'm glad you clarified
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1 that, Mr. West. That's what I wanted to get across
 2 to Mr. Schneider, as well, is that these items have
 3 to be approved before our recommendation can be
 4 considered for that.
 5 Sir, if you would come forward, again, please.
 6 Thank you. I know it's a bit confusing because
 7 there's a lot going on with this, but did you have
 8 any questions or clarification that maybe the staff
 9 can give you at this point? The Board has not made
 09:31 10 a motion yet to vote, but, obviously, you've heard
 11 that these other items, these public hearings that
 12 we had where we called it, those will have to go
 13 through the process to be approved in order for any
 14 recommendation that we make on the rezoning to be, I
 15 guess you would say, consistent with that. Is that
 16 clear as mud for you?
 17 MR. SCHNEIDER: Okay.
 18 MR. BRISKE: Well, the staff is very helpful,
 19 so if any questions come up, please call them and
 09:31 20 ask them. I kind of have a feeling I know how this
 21 is going to go here, so we'll just move forward with
 22 it. Any other questions or comments?
 23 MR. TATE: I do have a question. Allyson,
 24 something you just said caught my attention. Are we
 25 today just considering the smaller portion or are we
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1 considering the entire portion?
 2 MS. CAIN: For the rezoning you're considering
 3 only the smaller portion.
 4 MR. TATE: So we're going to have a second
 5 rezoning on the larger portion?
 6 MS. CAIN: Right. Yes, sir. And that will be
 7 the next meeting, I think, in September it will come
 8 before you, before this Board. So what's going to
 9 happen is the rezoning today and the small scale and
 09:32 10 large scale, you make your recommendation on all
 11 three today. It would then go on the 23rd to the
 12 Board of County Commissioners, the 23rd of August,
 13 and then this rezoning is contingent upon the Board
 14 of County Commissioners' recommendation. This
 15 rezoning and the small scale, if they recommend
 16 approval, it's kind of like done. That will take
 17 care of the smaller portion. And then the large
 18 scale will come back to the Planning Board in
 19 September and then go right back to the DEO. Then
 09:33 20 we have to wait 45 days for the Department of
 21 Economic Opportunity to make their recommendation or
 22 comments before it will be heard by the Board of
 23 County Commissioners.
 24 MR. TATE: So sometime in the future.
 25 MS. SINDEL: You're on the right track. You're
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1 going in the right direction. We're just going to
 2 make you jump through a lot of hoops, but you are on
 3 the right track.
 4 MR. SCHNEIDER: Thank you.
 5 MR. BRISKE: Sir, did you have anything else
 6 you wanted to present to the Board?
 7 MR. SCHNEIDER: No, sir.
 8 MR. BRISKE: Thank you. The Chair will
 9 entertain a motion on this.
 09:33 10 (Motion by Mr. Goodloe.)
 11 MR. GOODLOE: Mr. Chairman, I move that we
 12 recommend approval of the zoning application to the
 13 Board of County Commissioners and adopt the
 14 Findings-of-Fact provided in the rezoning hearing
 15 package listed as Z-2012-12 and it's contingent upon
 16 a Florida land use amendment that would change it
 17 from Recreational to Agricultural.
 18 MS. SINDEL: Second.
 19 MR. GOODLOE: And it will be done by the Board
 09:34 20 of County Commissioners, as well.
 21 MR. BRISKE: We have a motion and a second.
 22 Any further discussion? All those in favor, say
 23 aye.
 24 (Board members vote.)
 25 MR. BRISKE: Opposed?
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1 (None.)
 2 MR. BRISKE: All right. Mr. Woodward is out of
 3 the room at this time and he recused himself.
 4 (The motion passed with Mr. Woodward recused.)
 5 MR. BRISKE: All right. The recommendation is
 6 to approve so as we said you'll go through these
 7 steps and I guess we'll see you back in a month or
 8 so.
 9 (Conclusion of Z-2012-12.)
 09:34 10 All right. Let's go ahead and take about a
 11 five-minute break. We'll come back into session at
 12 20 minutes till, please, 20 minutes till 10:00.
 13 (Break taken, after which the proceedings
 14 continued. Transcript continues on Page 43.)
 15 * * *
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1 * * *
 2 CASE NO: Z-2012-17
 Location: 3840 Navy Boulevard
 3 Parcel: 38-2S-30-1000-003-004
 From: R-2, Single-Family District (Cumulative),
 4 Low-Medium Density (7 du/acre)
 To: C-1, Retail Commercial District (Cumulative)
 5 (25 du/acre)
 FLU Category: MU
 6 BCC District: 2
 Overlay Area: C-3, Warrington Overlay
 7 Requested by: Stephanie Lowry, Agent
 for Team Player Properties, LLC
 8
 9 MR. BRISKE: All right we're going to call back
 09:45 10 to order the August 13, 2012 quasi-judicial rezoning
 11 hearing. We have all our members back from the
 12 break, so we'll maintain our quorum here.
 13 At this point we're going to move on to our
 14 next case, which is Case Z-2012-17, 3840 Navy
 15 Boulevard, from R-2, Single-Family District, to a
 16 C-1, Retail Commercial District. It will be
 17 presented today by Stephanie Lowry, Agent for Team
 18 Player Properties, LLC.
 19 Members of the Board, has there been any
 09:46 20 ex parte communication between you, the Applicant,
 21 the Applicant's agents, attorneys or witnesses, with
 22 any fellow Planning Board members or anyone from the
 23 general public? Also I would ask that you disclose
 24 if you have visited the subject property and
 25 disclose if you are a relative or business associate
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1 of the Applicant or the Applicant's agents.
 2 Starting with Mr. Stitt.
 3 MR. STITT: Thank you, Mr. Chairman. I have
 4 driven by the site, but other than that, no.
 5 MS. HIGGINS: Yes, all the above.
 6 MR. BRISKE: Mr. Goodloe.
 7 MR. GOODLOE: No, to ex parte, but I am
 8 familiar with the property.
 9 MR. WOODWARD: No to all the above except it's
 09:46 10 in my neighborhood, so I know where it is.
 11 MR. BRISKE: The Chairman, no to all the above
 12 except I know Ms. Lowry from other community events.
 13 No impact on this case.
 14 MR. BRISKE: Mr. Tate.
 15 MR. TATE: No to all the above.
 16 MS. DAVIS: No to all of the above.
 17 MR. WINGATE: No. None to all the above.
 18 MS. SINDEL: No ex parte, but I did visit the
 19 site.
 09:47 20 MR. BRISKE: All right. Staff members, was
 21 notice of hearing sent to all interested parties?
 22 MS. CAIN: Yes, it was.
 23 MR. BRISKE: And was it also posted on the
 24 subject property?
 25 MS. CAIN: Yes, it was.
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Planning Board-Rezoning

5. A.

Meeting Date: 07/09/2012

CASE : Z-2012-12

APPLICANT: Kale Schneider, Owner

ADDRESS: Hanks Rd

PROPERTY REF. NO.: 14-5N-32-2301-000-000

FUTURE LAND USE: REC, Recreational

DISTRICT: 5

OVERLAY AREA: NA

BCC MEETING DATE: 07/26/2012

Information

SUBMISSION DATA:

REQUESTED REZONING:

FROM: P, Public District

TO: VAG-1, Village Agriculture District

RELEVANT AUTHORITY:

- (1) Escambia County Comprehensive Plan
- (2) Escambia County Land Development Code
- (3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
- (4) Resolution 96-34 (Quasi-judicial Proceedings)
- (5) Resolution 96-13 (Ex-parte Communications)

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

Comprehensive Plan Policy (CPP) FLU 1.1.1 Development Consistency. New development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).

CPP FLU 1.3.1 Future Land Use Categories. The Recreational (REC) Future Land Use (FLU) category is intended for recreational opportunities for the Escambia County citizens including a system of public and private park facilities. Range of allowable uses include: Active and passive recreation activities and amenities Park facilities such as boat launch, basketball courts, tennis courts, baseball and softball fields, meeting halls and the like. No new residential development is allowed.

CPP FLU 1.5.3 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and

intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FINDINGS

The proposed amendment to VAG-1 **is not consistent** with the intent and purpose of Future Land Use category REC as stated in CPP FLU 1.3.1 The current use of the land is residential which is **not** consistent with the land use category of Recreational (REC) intended for active and passive recreational activities and amenities.

The parcel is going through a future land use change from REC to AG. If the FLU amendment is to be granted, the rezoning request **would then be consistent** with the Agricultural Future Land Use category.

CRITERION (2)

Consistent with The Land Development Code.

Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

FINDINGS

LDC 6.05.32 P, Public District. A. Intent and purpose. Publicly owned parcels for educational and correctional facilities and purposes, other public institutional uses, borrow pits and associated reclamation activities, collection and/or processing of solid waste, and sanitary landfills.

LDC 6.05.22. VAG, Villages Agriculture Districts. The villages agricultural districts are typically characterized by agriculturally-assessed parcels held for agricultural production and very low density residential development in agricultural communities. Single-family residential and rural community uses that directly support agricultural activities are allowed. The intent and purpose of VAG- district is characterized by land resources necessary or used to support large farming operations.

B. Permitted uses.

1. Agricultural, farm animals and agricultural-related activities and customary accessory buildings.
2. Silviculture.
3. Mariculture and aquaculture.
4. Single-family residences.
5. Campground and recreational vehicle parks.
6. Public utility.
7. Stables, private and public (minimum lot size two acres).
8. Animal hospitals, clinics and kennels (minimum lot size two acres).
9. Display and sale of fruit, vegetables and similar agricultural products.
10. Mobile homes as single-family dwellings, subject to the other relevant provisions of this Code.
11. Places of worship.
12. Educational facilities.
13. Clubs and lodges.
14. Guest residences.
15. Public utility and service structures not included in subparts C. or D., below.
16. Feed and farm equipment stores.

17. Other rural area related commercial uses meeting the locational requirements of Comprehensive Plan Policy 8.A.11.
18. Commercial communication towers less than 150 feet or less in height.
19. Home-based "cottage businesses" such as crafts, florists, woodworking, sewing, and similar uses.
20. Home occupations.
21. Family day care homes and family foster homes.
22. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
23. Motorized commercial recreation uses (minimum lot size 20 acres).
24. Golf courses, tennis centers, swimming clubs and customary attendant facilities and accessory buildings.
25. Hunting preserves, shooting ranges, gun and rifle clubs, etc.

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The proposed amendment allows for a wide range of uses from agricultural, residential and non residential uses all of which would support a mix of small farm operations and rural residential.

CRITERION (3)

Compatible with surrounding uses.

Whether and the extent to which the proposed amendment is compatible with existing and proposed uses in the area of the subject property(s).

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. Staff observed 7 single family residences and the remaining properties within the 500' radius impact area are agricultural land; all having the zoning designation of VAG-1.

CRITERION (4)

Changed conditions.

Whether and the extent to which there are any changed conditions that impact the amendment or property(s).

FINDINGS

Staff found no changed conditions that would impact the amendment or property(s).

CRITERION (5)

Effect on natural environment.

Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment.

FINDINGS

According to the National Wetland Inventory, wetlands and hydric soils were indicated on the subject property. When applicable, further review during the site plan review process will be

necessary to determine if there would be any significant adverse impact on the natural environment.

CRITERION (6)

Development patterns.

Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

FINDINGS

The proposed amendment **would result** in a logical and orderly development pattern due to the fact that all surrounding parcels currently have the VAG-1 zoning designation.

Attachments

Z-2012-12



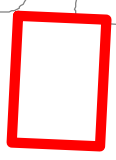
W-HIGHWAY-4

BRATT RD

GODWIN RD

N-HIGHWAY-99

ASHCRAFT RD



HANKS RD

WIGGINS LN

WATER TANK RD

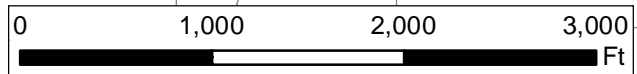
HALL RD



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Andrew Holmer
Planning and Zoning Dept.

Z-2012-12 LOCATION MAP



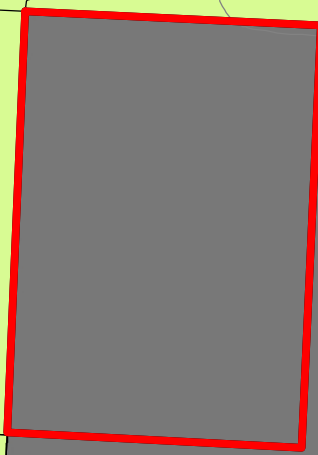
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



VAG-1

VAG-1

ASHCRAFT RD



P

VAG-1

P

HANKS RD

VAG-1

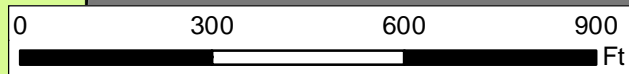
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Andrew Holmer
Planning and Zoning Dept.

Z-2012-12 500' RADIUS ZONING



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- PARCELS



AG

AG

ASHCRAFT RD

REC

AG

HANKS RD

AG

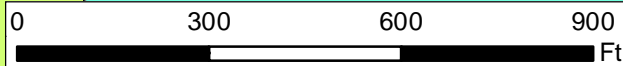
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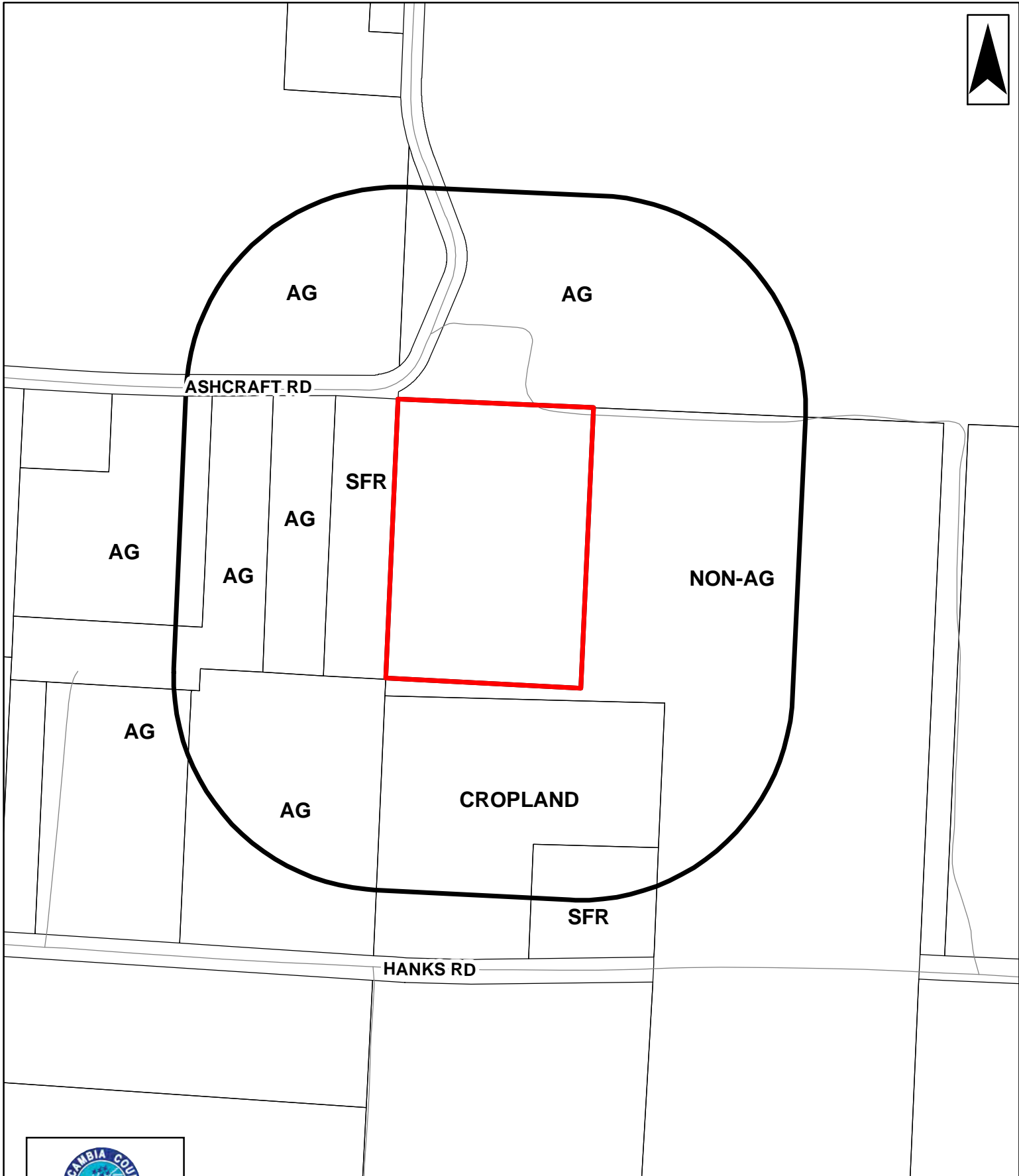
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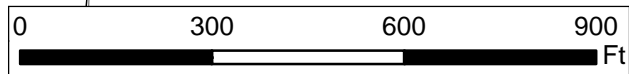
Z-2012-12 FUTURE LAND USE




- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- PARCELS



Z-2012-12 EXISTING LAND USE

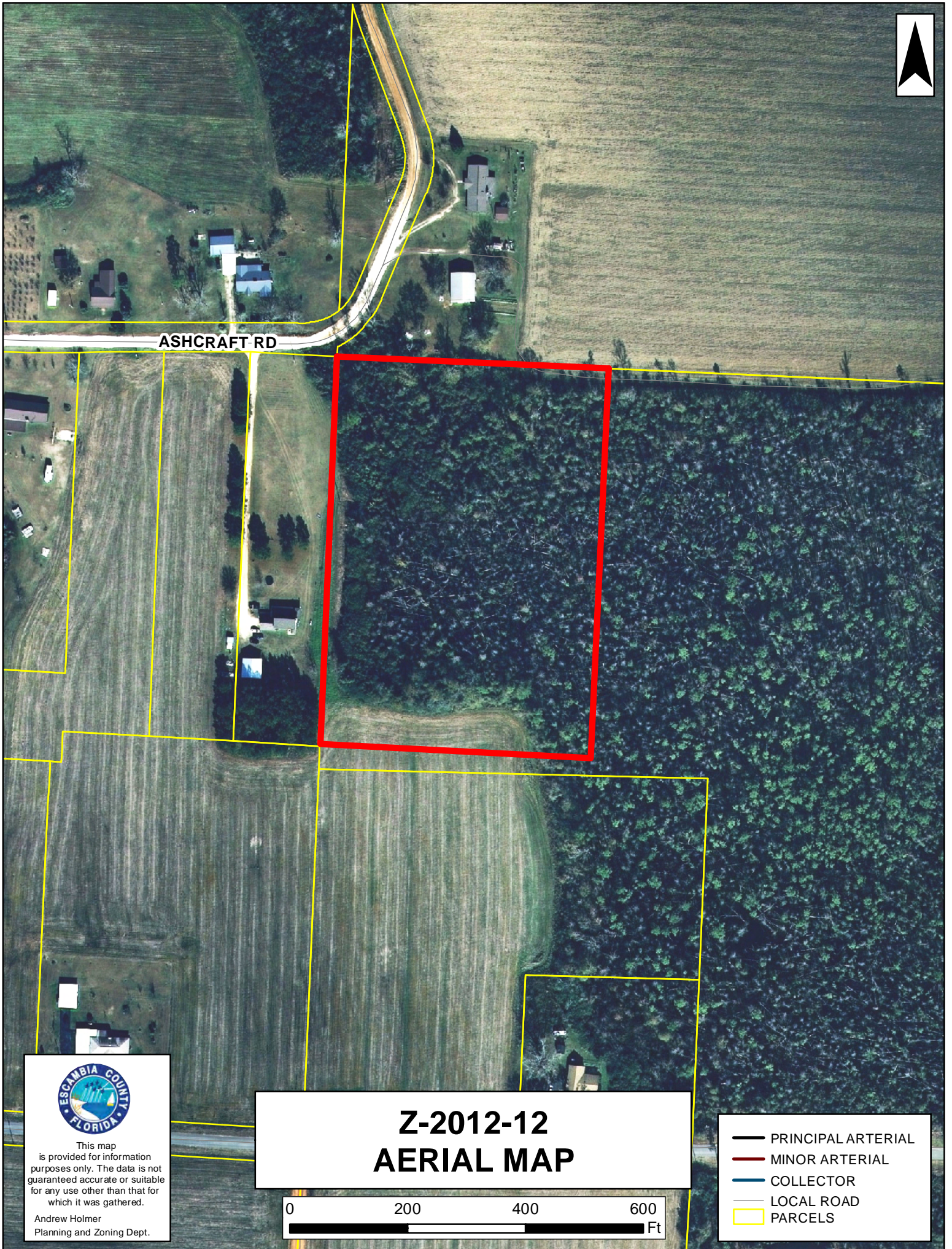


- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- PARCELS



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Planning and Zoning Dept.



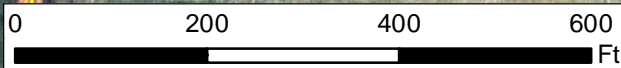
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


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Planning and Zoning Dept.

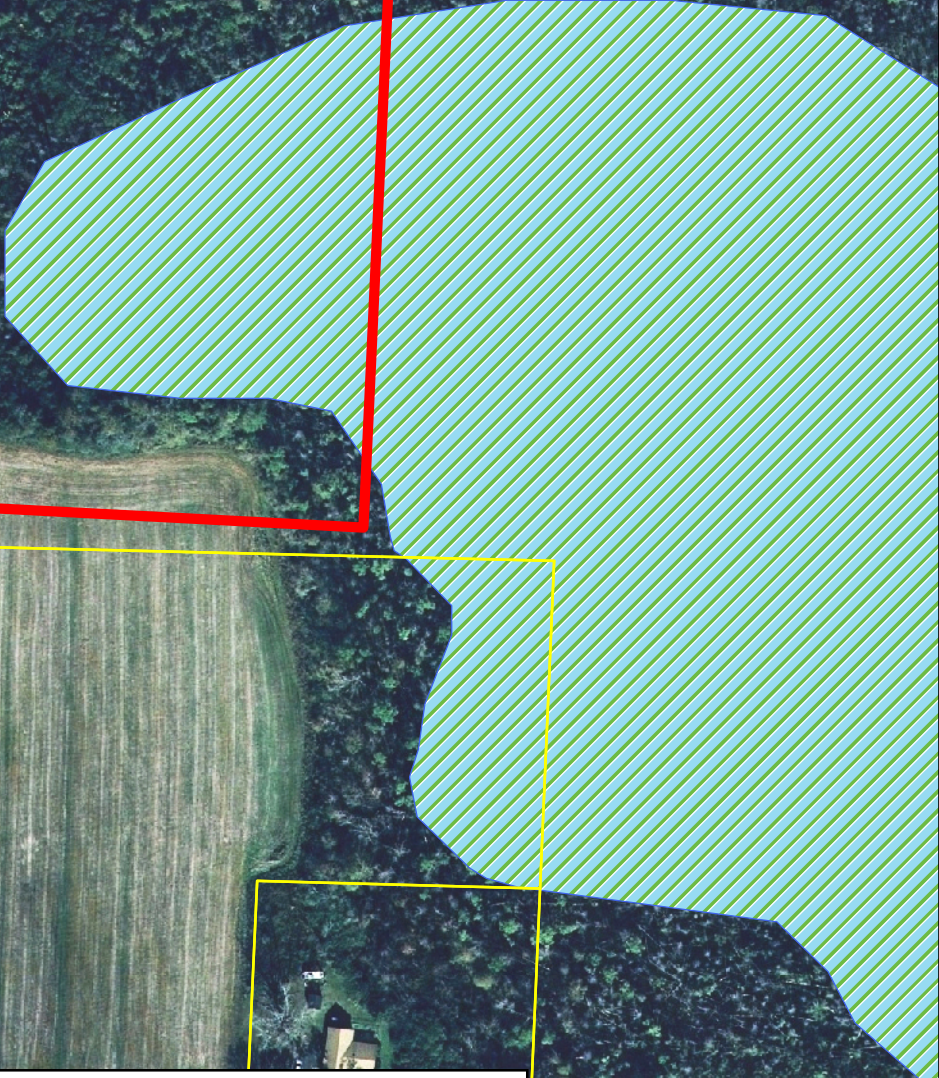
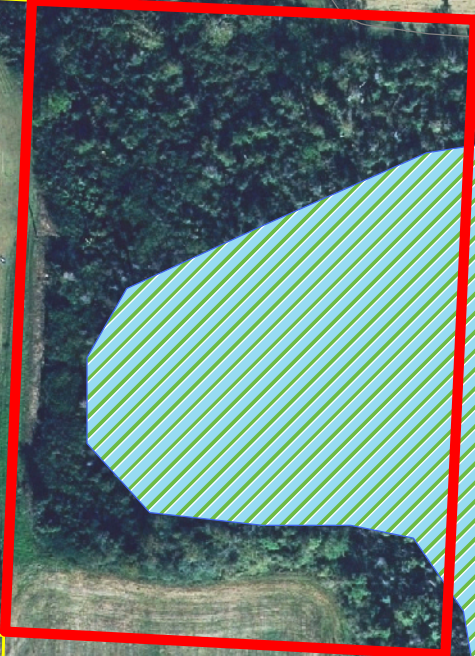
Z-2012-12 AERIAL MAP



-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  PARCELS



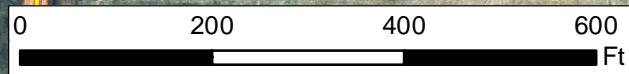
ASHCRAFT RD









This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2012-12 WETLANDS MAP



-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  PARCELS
-  WETLANDS_2006



NOTICE OF PUBLIC HEARING REZONING

CASE NO.: Z-2012-12

CURRENT ZONING: P PROPOSED ZONING: VAG-1

PLANNING BOARD

DATE: 8/13/12 TIME: 8:30 am

LOCATION OF HEARING

ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
ROOM 104 BOARD MEETING ROOM

BOARD OF COUNTY COMMISSIONERS

DATE: 8/23/12 TIME: 5:45 pm

LOCATION OF HEARING

ESCAMBIA COUNTY GOVERNMENT CENTER
221 PALAFOX PLACE
1ST FLOOR BOARD MEETING ROOM

FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL
DEVELOPMENT SERVICES AT 595-3475 OR VISIT
WWW.MYESCAMBIA.COM

PLEASE DO NOT REMOVE THIS SIGN
PROPERTY OF ESCAMBIA COUNTY



LOOKING EAST



LOOKING NORTHEAST



LOOKING WEST



LOOKING SOUTH



Development Services Department
Escambia County, Florida

APPLICATION

Z-2012-12

Please check application type:

Administrative Appeal

Development Order Extension

Conditional Use Request for: _____

Variance Request for: _____

Rezoning Request from: P to: VAG-1

Name & address of current owner(s) as shown on public records of Escambia County, FL

Owner(s) Name: Kate Schneider Phone: _____

Address: 9061 Bratt Rd Email: _____

Check here if the property owner(s) is authorizing an agent as the applicant and complete the Affidavit of Owner and Limited Power of Attorney form attached herein.

Property Address: Hanks Rd

Property Reference Number(s)/Legal Description: 14-SN-32-2301-000-000

By my signature, I hereby certify that:

- 1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and
- 4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and
- 5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Kate Schneider Signature of Owner/Agent Kate Schneider Printed Name Owner/Agent 5-10-12 Date

Donna C. Schneider Signature of Owner #2 Donna C. Schneider Printed Name of Owner 5-10-12 Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 10th day of May, 2012, by Mr & Mrs Schneider

Personally Known OR Produced Identification Type of Identification Produced: 715536516441880

Margaret A. Cain Signature of Notary Margaret A. Cain Printed Name of Notary
(notary seal must be affixed)

FOR OFFICE USE ONLY

Meeting Date(s): PB 7/9/12 Accepted/Verified by: ACam Date: 5/10/12

Fees Paid: \$ NA Receipt #: NA Permit #: PRZ 120500012



CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 14-SW-32-2301-000-000
Property Address: Hanks Rd

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

- a. The necessary facilities or services are in place at the time a development permit is issued.
- b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
- d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
- e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5.13.00 of the LDC. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 10th DAY OF May, YEAR OF 2012.

Kate Schindl
Signature of Property Owner

Kate Schneider
Printed Name of Property Owner

5-10-12
Date

Donna C. Schneider
Signature of Property Owner

Donna C. Schneider
Printed Name of Property Owner

5-10-12
Date



AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at _____,
Florida, property reference number(s) _____

I hereby designate _____ for the sole purpose
of completing this application and making a presentation to the:

- Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property.
- Board of Adjustment to request a(n) _____ on the above referenced property.

This Limited Power of Attorney is granted on this _____ day of _____ the year of, _____, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: _____ Email: _____

Address: _____ Phone: _____

Signature of Property Owner Printed Name of Property Owner Date

Signature of Property Owner Printed Name of Property Owner Date

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20 _____,
by _____.

Personally Known OR Produced Identification . Type of Identification Produced: _____

Signature of Notary Printed Name of Notary (Notary Seal)



APPLICATION
ATTACHMENTS CHECKLIST

- NA 1. For BOA, original letter of request, typed or written in blue ink & **must** include the reason for the request and address all criteria for the request as outlined in LDC Article 2.05 (dated, signed & notarized – notarization is only necessary if an agent will be used).
- 2. Application/Owner Certification Form - Notarized Original (page 1) (signatures of ALL legal owners or authorized agent are required)
- 3. Concurrency Determination Acknowledgment form - Original (if applicable) (page 2)
- 4. Affidavit of Owner & Limited Power of Attorney form - Notarized Original (if applicable) (page 3) (signatures of ALL legal owners are required)
- 5. Legal Proof of Ownership (e.g. copy of Tax Notice or Warranty Deed). Include Corporation/LLC documentation or a copy of Contract for Sale if applicable.
- 6. Legal Description of Property Street Address / Property Reference Number
- 7. Rezoning: Boundary Survey of subject property to include total acreage, all easements, and signed & sealed by a surveyor registered in the state of Florida.
 BOA: Site Plan drawn to scale.
- NA 8. For Rezoning requests: If the subject parcel does not meet the roadway requirements of Locational Criteria (Comprehensive Plan 7.A.4.13 & LDC 7.20.00.), a compatibility analysis to request a waiver or an exemption to the roadway requirements will need to be submitted as part of the application.
- NA 9. Pre-Application Summary Form, Referral Form, Zoning Verification Request Form and/or copy of citation from Code Enforcement Department if applicable.
- NA 10. Application fees. (See Instructions page for amounts) Payment cannot be accepted after 3:00pm.

Please note: Forms with signatures dated more than sixty (60) days prior to application submittal will not be accepted as complete.

Please make the following three appointments with the Coordinator.

Appointment for pre-application meeting: _____

Appointment to turn in application: _____

Appointment to receive findings-of-fact: _____

This document was prepared by:
Stephen G. West, Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

DEED

THIS DEED is made this 13th day of January, 2009, by Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantor), and Kale R. and Donna C. Schneider a/k/a Kale R. and Donna C. Schnieder, husband and wife, whose address is 9061 Bratt Road, Century, Florida 32535 (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee and Grantee's heirs, executors, administrators, successors and assigns forever, the land described as follows:

The Southwest quarter of the Northwest quarter less 660.00 feet square in the Southwest corner thereof; and the Northwest quarter of the Southwest quarter less 660.00 feet square in the Northwest corner thereof; and less 295.20 feet square in the Southwest corner thereof; all in Section 14, Township 5 North, Range 32 West, Escambia County, Florida; and less the following described property for road right-of-way:

Commence at the Southeast corner of the Southwest quarter of the Southwest quarter of the Northwest quarter of Section 14, Township 5 North, Range 32 West, Escambia County, Florida; thence go North 00° 19' 46" West a distance of 47.49 feet to the north right-of-way line of Hanks Road, said point also being the POINT OF BEGINNING; thence go North 86° 23' 17" East along said North right-of-way line a distance of 120.34 feet to a point of curvature of a circular curve being concave to the South and having a radius of 2025.00 feet and a central angle of 03° 16' 57" ; thence go Easterly along the arc of said curve for a distance of 116.01 feet (chord bearing North 88° 01' 46" East ~ chord distance 116.01 feet) to a point of tangency; thence go North 89° 40' 14" East a distance of 415.26 feet; thence departing said North right-of-way line go South 00° 23' 20" East a distance of 58.00 feet to the South right-of-way of said road; thence go South 89° 40' 14" West along said South right-of-way line a distance of 415.32 feet to a point of curvature of a circular curve being concave to the South and having a radius of 1967.00 feet and central angle of 03° 16'

57" ; thence go Westerly along the arc of said curve a distance of 112.69 feet (chord bearing South 88° 01' 46" West ~ chord distance 112.68 feet) to a point of tangency; thence go South 86° 23' 17" West a distance of 123.67 feet; thence departing said South right-of-way line go North 00° 19' 46" West a distance of 10.61 feet to the point of beginning. All lying in Section 14, Township 5 North, Range 32 West, Escambia County, Florida, and containing 0.867 acres, more or less.

Subject to the following:

1. Easement to the United Gas Pipe Line Company.
2. All utilities remaining in place and use.

A portion of Parcel Identification Number 14-5N-32-2301-000-000 (the Property).

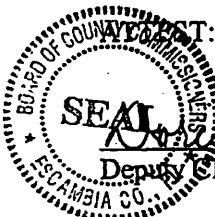
THIS CONVEYANCE IS SUBJECT TO taxes for the year 2009 and subsequent years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board on the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

Marie Young
Marie Young Chairman

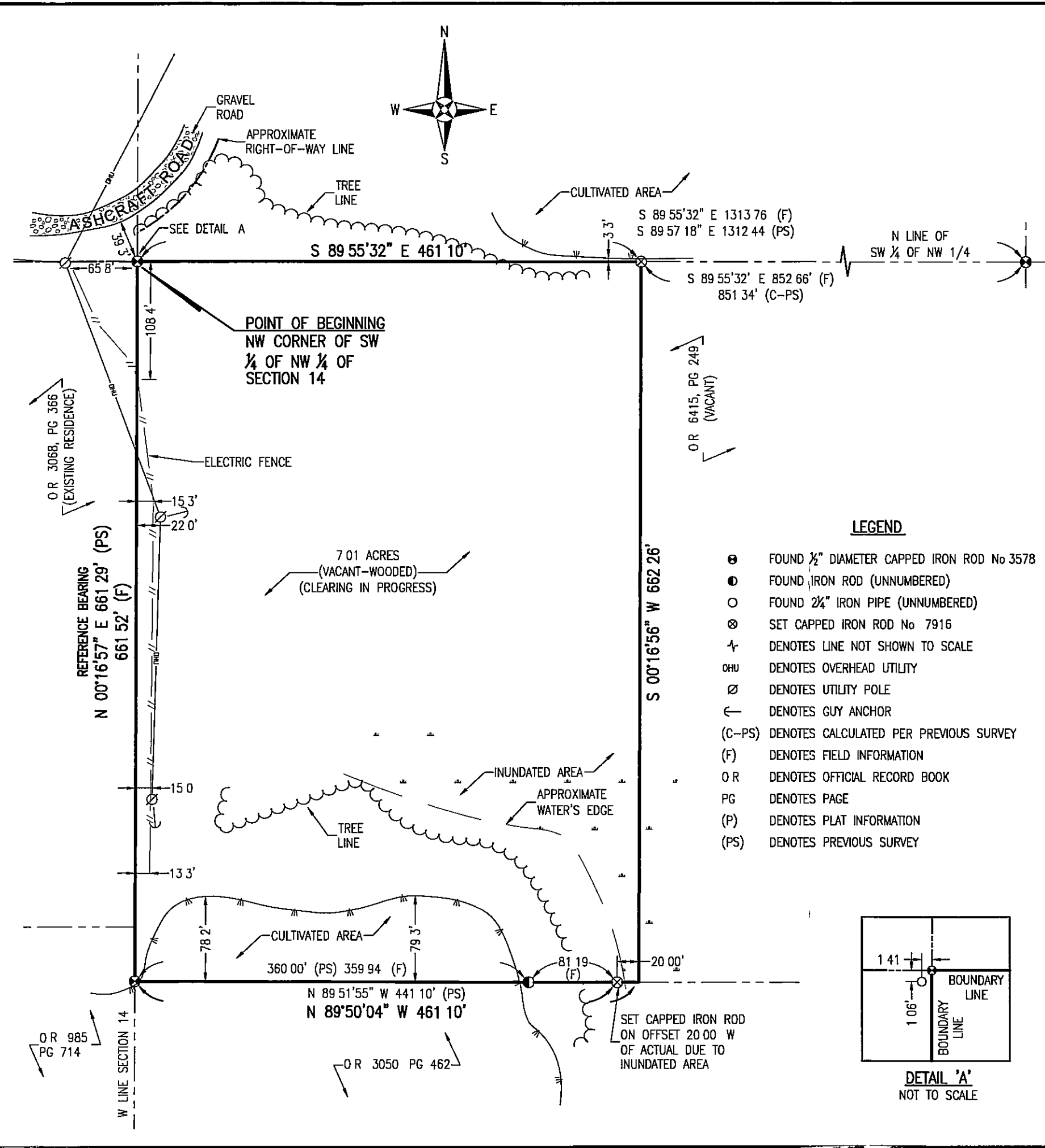
Ernie Lee Magaha
Clerk of the Circuit Court



Ernie Lee Magaha
Deputy Clerk

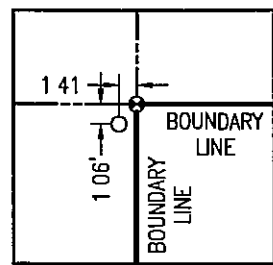
BCC Approved: 4/3/08

PA 2012 2012.020 STEVE HANKS BOUNDARY SURVEY HANKS DWG



LEGEND

- ⊙ FOUND 1/2" DIAMETER CAPPED IRON ROD No 3578
- FOUND IRON ROD (UNNUMBERED)
- FOUND 2 1/4" IRON PIPE (UNNUMBERED)
- ⊗ SET CAPPED IRON ROD No 7916
- ↖ DENOTES LINE NOT SHOWN TO SCALE
- OHU DENOTES OVERHEAD UTILITY
- ⊘ DENOTES UTILITY POLE
- ← DENOTES GUY ANCHOR
- (C-PS) DENOTES CALCULATED PER PREVIOUS SURVEY
- (F) DENOTES FIELD INFORMATION
- O R DENOTES OFFICIAL RECORD BOOK
- PG DENOTES PAGE
- (P) DENOTES PLAT INFORMATION
- (PS) DENOTES PREVIOUS SURVEY



DESCRIPTION

(AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

A PARCEL OF LAND BEING ENTIRELY IN SECTION 14, TOWNSHIP 5 NORTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGIN AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 32 WEST, ESCAMBIA COUNTY FLORIDA THENCE SOUTH 89 DEGREES 55 MINUTES 32 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER FOR A DISTANCE OF 461.10 FEET THENCE DEPARTING SAID NORTH LINE PROCEED SOUTH 00 DEGREES 16 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 662.26 FEET THENCE PROCEED NORTH 89 DEGREES 50 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 461.10 FEET TO THE WEST LINE OF THE AFOREMENTIONED SECTION 14 THENCE PROCEED NORTH 00 DEGREES 16 MINUTES 57 SECONDS EAST ALONG SAID WEST SECTION LINE FOR A DISTANCE OF 661.52 FEET TO THE AFOREMENTIONED NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14 AND THE POINT OF BEGINNING

CONTAINS 7.01 ACRES MORE OR LESS

GENERAL NOTES

- 1 NORTH AND THE SURVEY DATUM SHOWN HEREON ARE REFERENCED TO A PREVIOUS SURVEY BY SCHUMER'S PROFESSIONAL SURVEYING, INC DATED 5-5-2008 AND NUMBERED 08F-022 DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION
- 2 NO TITLE SEARCH TITLE OPINION OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY THERE MAY BE DEEDS OF RECORD UNRECORDED EEDS EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY
- 3 IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE 'X', AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY FLORIDA, COMMUNITY PANEL NUMBER 12033C0035G, EFFECTIVE DATE OF SEPTEMBER 26, 2006
- 4 VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON
- 5 VISIBLE UTILITIES ARE AS SHOWN HEREON
- 6 VISIBLE ENCROACHMENTS ARE AS SHOWN HEREON
- 7 THIS IS A NEW PARCEL SURVEYED PER THE CLIENTS REQUEST THE PARENT TRACT DESCRIPTION IS RECORDED IN OFFICIAL RECORD BOOK 6415 AT PAGE 249 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY FLORIDA
- 8 THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP
- 9 THIS SURVEY IS CERTIFIED TO MR STEVE HANKS
- 10 THE SUBJECT PROPERTY SHOWN HEREON DOES NOT APPEAR TO HAVE ACCESS TO THE ADJACENT COUNTY ROADWAY (ASHCRAFT ROAD) AS PER MAPS OF RECORD

SURVEYOR'S CERTIFICATION

The survey shown hereon was prepared in compliance with the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17 Florida Administrative Code, pursuant to Section 471.027 Florida Statutes to the best of my knowledge and belief

Mark A. Norris
 MARK A. NORRIS
 PROFESSIONAL SURVEYOR AND MAPPER
 LICENSE NO 6211 2/22/12

REBOL-BATTLE & ASSOCIATES
 CIVIL AND ENVIRONMENTAL ENGINEERS
 2501 N. HIGHWAY 90A, SUITE 300
 PANAMA CITY, FLORIDA 32360
 Telephone: 850.433.0400 Fax: 850.433.0448
 E-mail: rebol@rebol-battle.com

SURVEY FOR
MR STEVE HANKS

A PORTION OF
 SECTION 14 TOWNSHIP 5 NORTH
 COUNTY ESCAMBIA

NO	DATE	APPR.	REVISION/ACTION TAKEN

PROJECT: 2012-020
 DRAWN BY: CBD
 CHECKED BY: MAN
 SCALE: 1" = 100'
 F.B. 12-1
 PG. 30
 DATE: 2-13-2012

BOUNDARY SURVEY

PREPARED FOR: MR. STEVE HANKS
 REQUESTED BY: MR. STEVE HANKS

1 of 1

MORGAN OTHA D & CHRISTINE
3831 ASHCRAFT RD
CENTURY FL 32535

FEARS JUANITA
3460 HANKS RD
CENTURY FL 32535

WIGGINS FLORINE
4710 WIGGINS LN
CENTURY FL 32535

HANKS CARY S JR & CATHERINE A
193 CEDAR GROVE PKWY
MAYLENE AL 35114

HANKS STEVEN L & THERESA W
3855 ASHCRAFT RD
CENTURY FL 32535

SCHNEIDER KALE R
9061 BRATT RD
CENTURY FL 32535

LITTRELL LARRY J
29100 ONO BLVD
ORANGE BEACH AL 36561

PARKER WILLIAM R
4410 HALL RD
MCDAVID FL 32568

HANKS CARY S
3911 ASHCRAFT RD
CENTURY FL 32535

BOLERJACK JAMES D
3560 HANKS RD
CENTURY FL 32535

MORGAN DALTON O & CAROLYN E
2850 BREASTWORKS RD
MCDAVID FL 32568

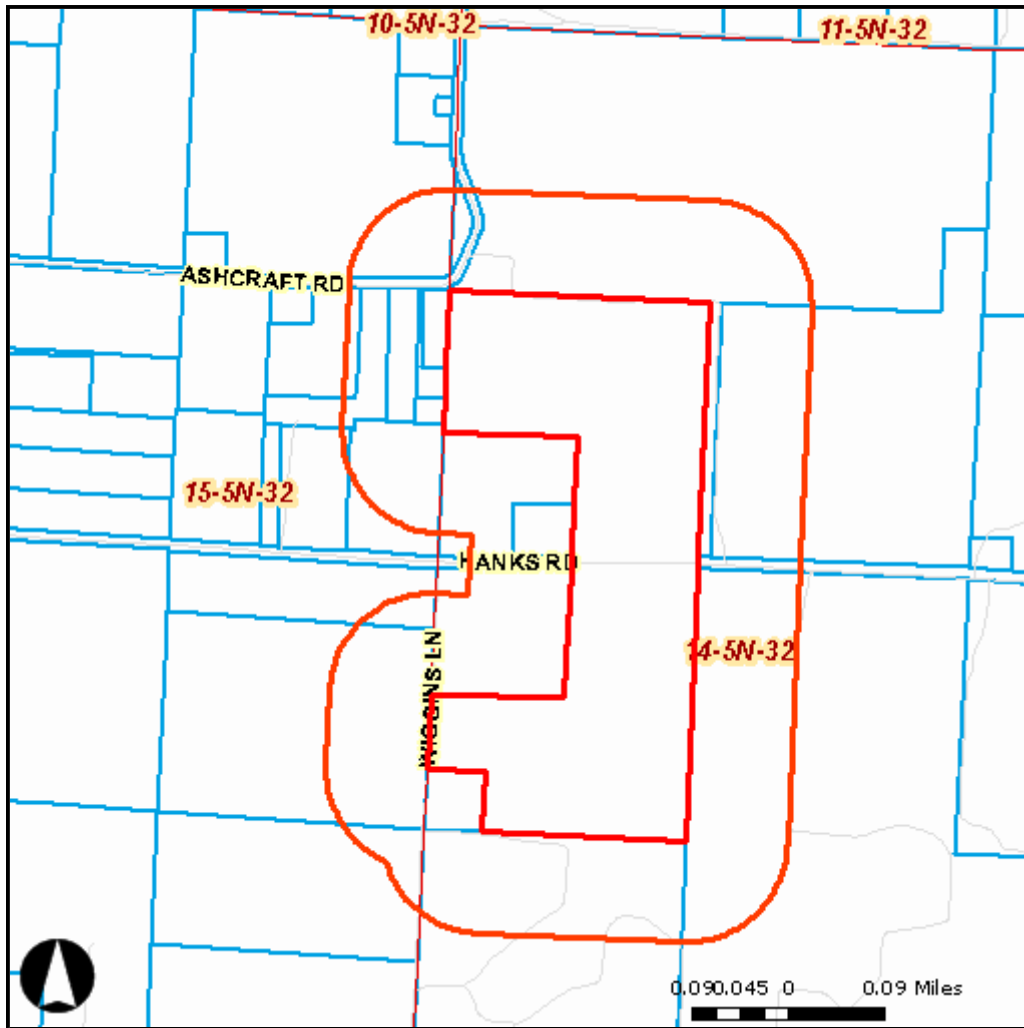
FAIRCLOTH DALE G
5190 N HWY 99
CENTURY FL 32535

BROWN MELBA E
3860 ASHCRAFT RD
CENTURY FL 32535

HANKS HOWARD E & MYRLE D
3540 HANKS RD
CENTURY FL 32535

WHATLEY EDWIN L & SHIRLEY
3601 HANKS RD
CENTURY FL 32535

ECPA Map



Map Grid



Major Roads

- City Road
- County Road
- Interstate
- State Road
- US Highway

All Roads



Property Line



PLEASE NOTE: This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board

Public Hearing Speaker Request Form

Please Print Clearly

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z 2012-12

OR

Agenda Item Number/Description:

In Favor Against

*Name: Ronald Schneider Agent

*Address: 9251 Bratt Rd *City, State, Zip: 32535

Email Address: _____ Phone: 850 327-6326

Please indicate if you:

would like to be notified of any further action related to the public hearing item.

do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk * are required.

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3053

Growth Management Report 13. 2.

BCC Regular Meeting

Public Hearing

Meeting Date: 08/23/2012

Issue: 5:45 p.m. - Amendment to the Official Zoning Map

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

5:45 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on August 13, 2012 approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning case Z-2012-12 was heard by the Planning Board on August 13, 2012. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning cases. The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

This Ordinance is coordinated with the County Attorney's Office, the Development Services Department and interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance

ORDINANCE NUMBER 2012-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, SECTION 6.02.00, THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose and Intent.

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances (1999), the Land Development Code of Escambia County, Florida, as amended: Article 6, Section 6.02.00, and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended as follows.

Case No.:	Z-2012-12
Address:	Hanks Rd
Property Reference No.:	14-5N-32-2301-000-000
Property Size:	7.01(+/-) acres
From:	P, Public District
To:	VAG-1, Village Agriculture District
FLU Category:	REC, Recreational

Section 2. Severability.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2010); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Date.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-2997 **Growth Management Report** **13. 3.**

BCC Regular Meeting

Meeting Date: 08/23/2012

Issue: 5:46 p.n. - A Public Hearing - Vested Rights Determination - VRD-2012-01

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

5:46 p.m. - Recommendation Concerning the Review of Vested Rights Determination VRD 2012-01.

That the Board of County Commissioners (BCC) review and approve the following Vested Rights case:

Case No.:	VRD-2012-01
Project Address:	300 HWY 95-A S
Property Reference No.:	14-1N-31-1004-001-004
Zoning District:	GBD, Gateway Business District
FLU Category:	MU-S, Mixed-Use Suburban
Vested Rights for:	Land Use
Applicant:	Lee Brantley

On August 2, 2012, the Vested Rights Committee reviewed and recommended approval of Vested Rights case VRD 2012-1 to the Board of County Commissioners.

BACKGROUND:

Universal Fabricators, Inc. conducts fabrication and assembly operations on the subject site and is seeking to expand with the addition of a 7,800 square foot building. The current and proposed uses are permitted under the existing Gateway Business District (GBD) zoning. While the zoning allows for this operation, the current (2030 Plan) Future Land Use (FLU) category Mixed-Use Suburban (MU-S) does not. Due to this conflict, expansion of the legal non-conforming use and facility is prohibited.

The site was originally developed by Evergreen Transportation as a trucking terminal in 1992, prior to zoning in that section of the county. Evergreen received county approvals for several expansion projects in the following years, including the construction of a warehouse.

The applicant purchased the property in December of 2010 and Universal Fabricators received a change of use Development Order (DO) on January 5, 2011. As part of the development of the property the applicant applied for a rezoning from VM-1 to GBD. In testimony before the Planning Board, the applicant's agent stated that the requested GBD zoning would be more

appropriate for their proposed use. The Planning Board found the requested GBD zoning to be consistent with the FLU which at that time was split between Industrial and Mixed-Use 6. The BCC also found the request consistent and approved the rezoning on February 3, 2011. While the 2030 Plan was under State review at that time, the 2020 FLU was the official adopted plan. Changes to the proposed plan could not be made at that time.

On February 14, 2011 the 2030 Plan and new FLU map received final approval from the Department of Community Affairs and the FLU on site was changed to MU-S, creating a conflict with the recently approved rezoning. This created the legal non-conforming use status for the site.

In June of 2012 Universal Fabricators applied for a DO to allow construction of the new building, allowing for expansion of their business. In the site plan review process the conflict with the FLU was noted and the applicant was told that the addition would not be allowed based on the non-conforming status.

At this point the applicant was referred to the vested rights process and application was made on June 28, 2012.

Staff site inspection findings (07/19/2012):

- 1) The site contains a warehouse/transfer station, a large paved parking lot and several temporary structures.
- 2) There are two residences north of the site and a neighborhood beyond a wooded area to the south.

CRITERIA FOR VESTED RIGHTS:

A. An owner shall be entitled to a Determination of Vested Rights only if through substantial competent evidence it can be established that the proposed use of the property meets the concurrency provisions of Article 5 at the time of vesting.

FINDINGS:

The project does meet traffic concurrency.

And, in addition, one of the following criteria has been met:

CRITERION 1:

The project was authorized pursuant to a County Development Order, or equivalent issued on or before the effective date of this code, or a pertinent amendment thereto, and the development has commenced and is continuing in good faith. In a claim based upon this criterion, the owner must produce evidence of actions and accomplishments that substantiate timely and lawful progression towards the completion of the intentions and plans documented in the original order, or equivalent. In a claim based upon this criterion, the rights to which the owner may be vested is a continuation of the original order, or equivalent.

FINDINGS:

The previous FLU categories of Industrial and Mixed-Use 6 both allowed for fabrication and assembly operations permitted by GBD zoning. The applicant has moved ahead with

development of the site based on their allowed uses at that time, receiving one DO and submitting all documentation for another. The second DO does meet all requirements except land use, with the non-conforming status preventing the addition. The change in FLU to MU-S removed the option for expansion of the business. Staff finds that the applicant does meet this criterion.

CRITERION 2:

The owner is determined to have acquired rights due to good faith reliance on an act of commission or omission of the County which has caused the owner to make such a substantial change in position or to incur such extensive obligations and expenses that it would be highly inequitable and unjust to destroy the rights acquired. In a claim based upon this criterion, the owner must document, and the County must verify, the obligations and expenses that are in jeopardy. The owner must produce evidence of actions and accomplishments that substantiate timely and lawful progression towards the completion of the intentions and plans that have been jeopardized. Evidence including, but not limited to, that which demonstrates that such activity has not progressed in such a manner may be sufficient to negate a finding of good faith on the part of the owner and therefore invalidate the claim to vested rights.

FINDINGS:

The County 2030 Comprehensive Plan (CP) contains the following section regarding the determination of vested rights for land use:

FLU 1.1.13 Administrative Appeal Procedure. Consolidation of future land use categories and zoning districts on the 2030 FLUM and associated Zoning Map is intended to simplify administration while respecting private property rights. **Any property owner contending that a parcel of land had greater development rights under the future land use and zoning in place prior to the adoption of the 2030 FLUM and associated Zoning Map may submit a written request to the County for a determination under the vested rights provisions of the LDC.**

The applicant had greater development rights under the future land use and zoning in place prior to the adoption of the 2030 Plan and has acted in reliance on those rights. Staff finds that the applicant meets this criterion in addition to criterion 1

STAFF RECOMMENDATION:

The rezoning to GBD with its permitted uses was approved by the county prior to the final approval of the FLU change. That FLU change, initiated by the county, did remove some development rights associated with the zoning and previous FLU categories. As the applicant has continued development based on their initial approved rights, staff recommends that vested rights for land use be granted in this case.

Attachments

Working Case File

Universal Fabricators

**VESTED RIGHTS DETERMINATION
APPLICATION**

Applicant: LEE BRANTLEY
Address: 300 S. 95A Telephone: 968.5252
Project Name: Universal Project Location: 300 S 95A
Property Reference No.: _____
Zoning District: _____ Type of Vested Right: # 2
Action of County: _____ Date Occurred: _____

Attach Evidence of Ownership or Power of Attorney.

NOTE TO THE APPLICANT

THE BURDEN OF PROOF FALLS UPON THE APPLICANT to submit, as attachments to this application, any and all substantial competent evidence on which reliance is being made to seek a determination that certain actions by Escambia County have led to the creation of vested rights. This shall include but is not limited to maps, letters, memorandums, etc. Applications, which do not substantiate the claim against the criteria, will delay the process.

By my signature on the attached affidavit, I hereby certify that:

- 1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing and staff has explained all procedures relating to this request, and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand that there are no guarantees as to the outcome of this request and that the application fee is non-refundable; and
- 4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection; and
- 5) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff.

Reason, if returned to applicant:

Paul Brantley

Date Posted _____ Date Published _____

Fee Received _____

Date to VRC _____

Vickie Y. Peace
Signature of Notary Public

Vickie Y. Peace
Printed Name of Notary

6-28-12
Date

3-12-16
Date Commission Expires

EE 168965
Commission No. (notary seal or stamp required)



**VICKIE Y. PEACE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE168965
Expires 3/12/2016**

VESTED RIGHTS DETERMINATION

CRITERIA

Section 2.11.06 provides:

An Owner shall be entitled to a Determination of Vested Rights only if through substantial competent evidence it can be established that the proposed use of the property meets the concurrency provisions of Article 5 and in addition one of the following criteria has been met:

1. The project was authorized pursuant to a County Development Order, or equivalent issued on or before the effective date of this code, or a pertinent amendment thereto, and the development has commenced and is continuing in good faith. In a claim based upon this criterion, the owner must produce evidence of actions and accomplishments that substantiate timely and lawful progression towards the completion of the intentions and plans documented in the original order, or equivalent. In a claim based upon this criterion, the rights to which the owner may be vested is a continuation of the original order, or equivalent.

2. The owner is determined to have acquired rights due to good faith reliance on an act of commission or omission of the County which has caused the owner to make such a substantial change in position or to incur such extensive obligations and expenses that it would be highly inequitable and unjust to destroy the rights acquired. In a claim based upon this criterion, the owner must document, and the County must verify, the obligations and expenses that are in jeopardy. The owner must produce evidence of actions and accomplishments that substantiate timely and lawful progression towards the completion of the intentions and plans that have been jeopardized. Evidence including, but not limited to, that which demonstrates that such activity has not progressed in such a manner may be sufficient to negate a finding of good faith on the part of the owner and therefore invalidate the claim to vested rights.

CONDITION OF APPROVAL

TO WHOM IT MAY CONCERN:

By my signature below, I declare and acknowledge that I understand and willingly agree to the following condition regarding an affirmative Vested Rights Determination regarding my property, which is an unrecorded subdivision known as:

UNRECORDED FABRICATORS SITE 300 S HWY 95A

A condition of approval of a vested right determination involving an unrecorded subdivision is the recording of an original deed to individual lot owners in the public records of Escambia County, Florida, prior to the issuance of a permit or other development approval.

Paula Brantley
Owner's signature

6-28-12
Date

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledge before me this 28th day of June, year of 2012 by Paula Brantley, who () did () did not take an oath.

He/she is () personally known to me, () produced a current Florida drivers license, and/or () produced current _____ as identification

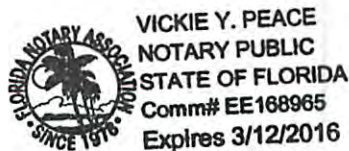
Vickie Y. Peace
Signature of Notary Public

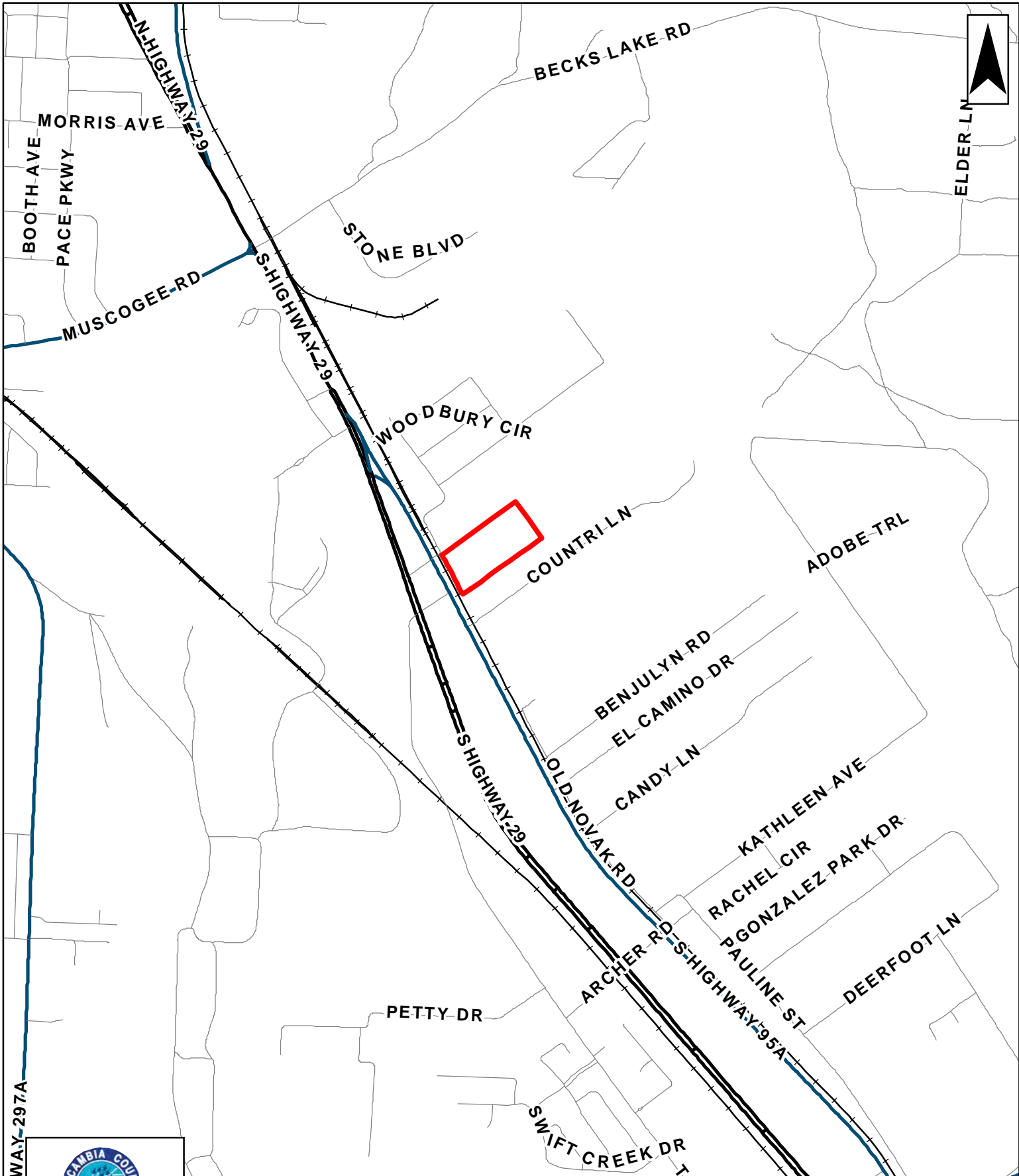
Vickie Y. Peace
Printed Name of Notary

6-28-12
Date

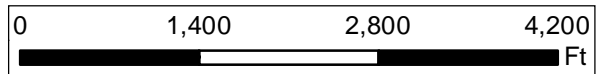
3-12-16
Date Commission Expires

EE168965
Commission No. (notary seal or stamp required)




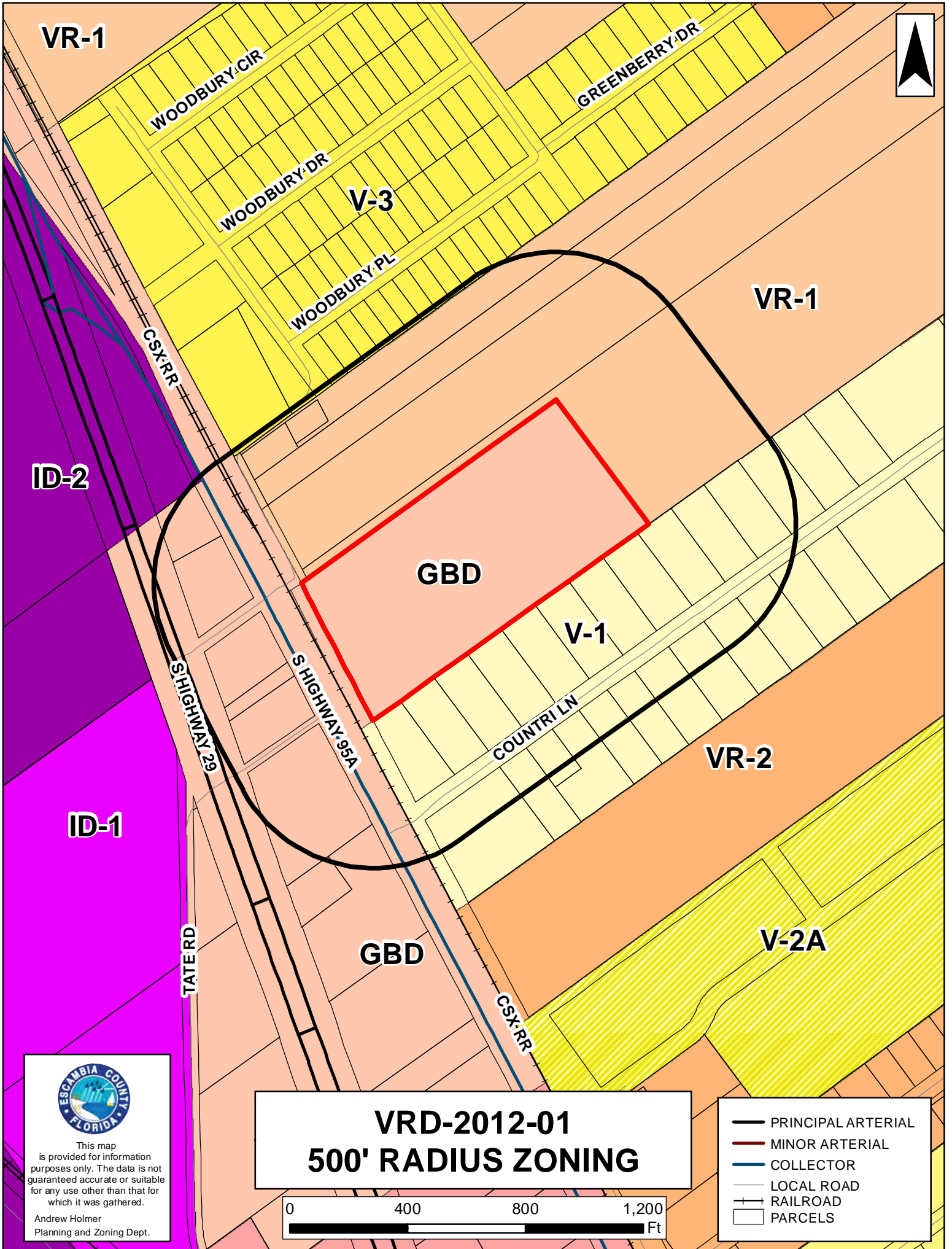


VRD-2012-01 LOCATION MAP



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- +— RAILROAD selection


 This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
 Andrew Holmer
 Planning and Zoning Dept.



VR-1

WOODBURY CIR
WOODBURY DR

GREENBERRY DR

V-3

WOODBURY PL

VR-1

ID-2

CSX-RR

GBD

V-1

S HIGHWAY 29

S HIGHWAY 95A

COUNTRY LN

VR-2

ID-1

TATERD

GBD


V-2A

CSX-RR

VRD-2012-01
500' RADIUS ZONING

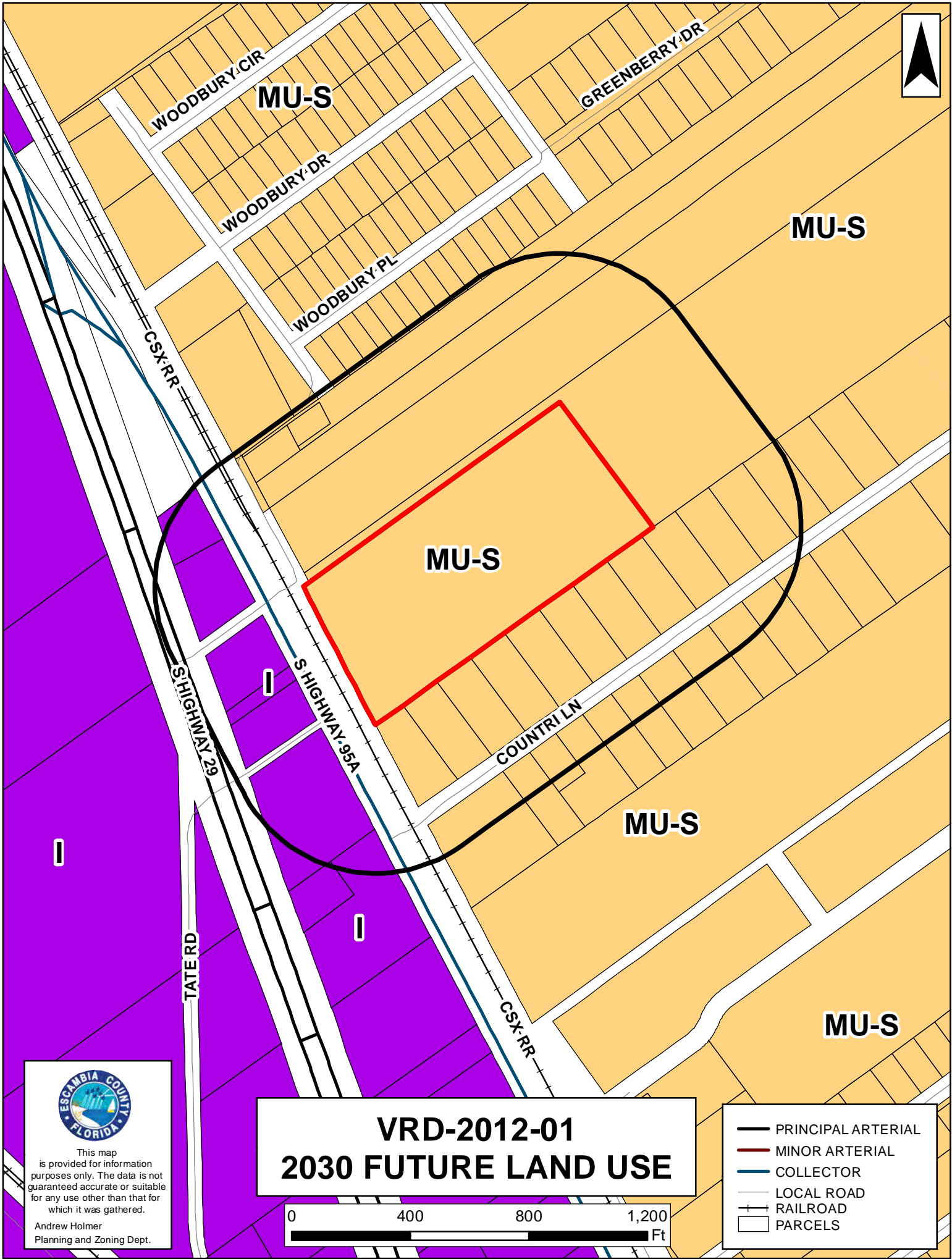


- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- PARCELS









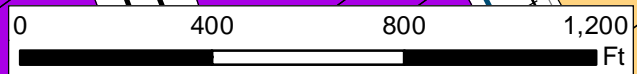

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Andrew Holmer
Planning and Zoning Dept.



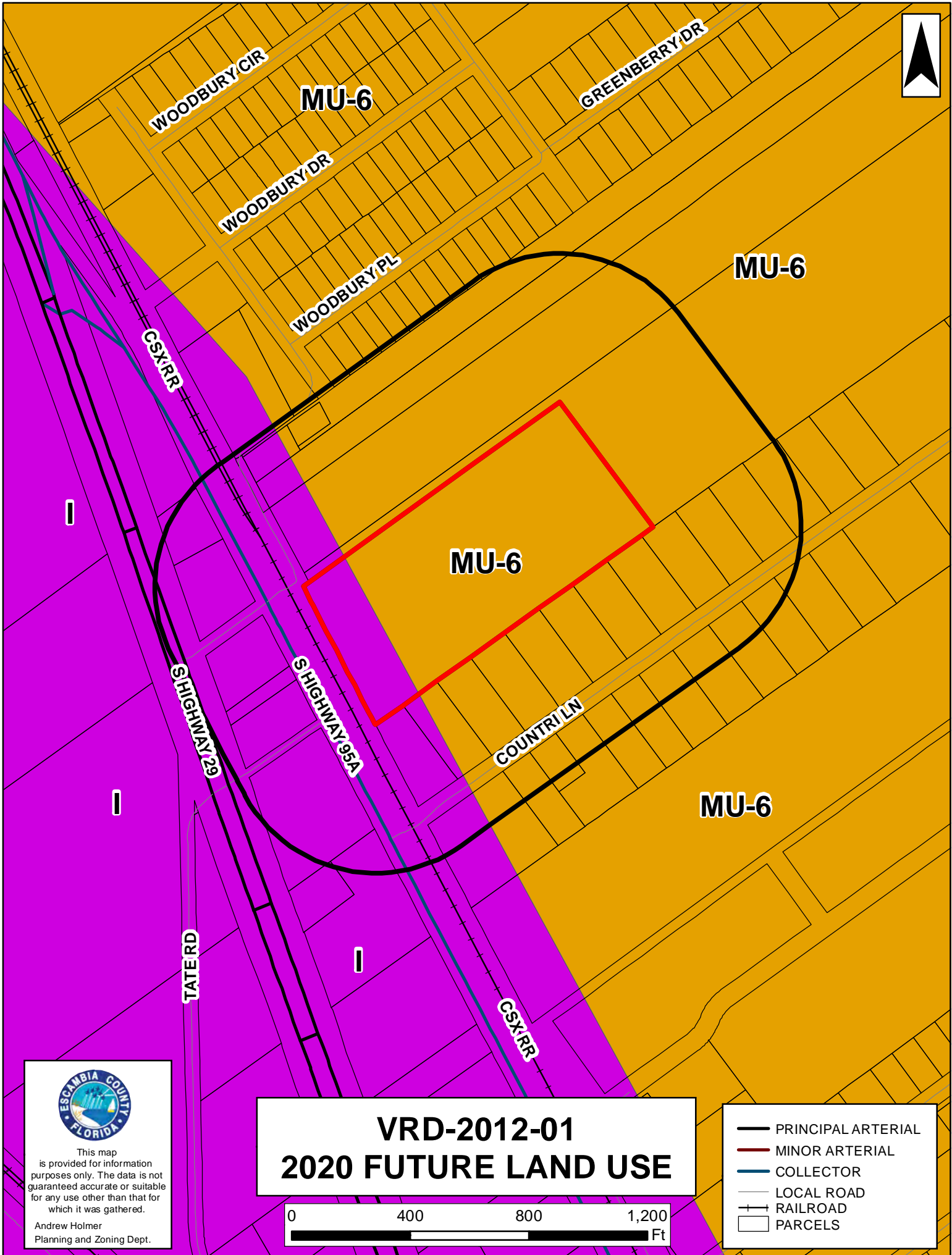
VRD-2012-01
2030 FUTURE LAND USE

-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  RAILROAD
-  PARCELS

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Andrew Holmer
Planning and Zoning Dept.



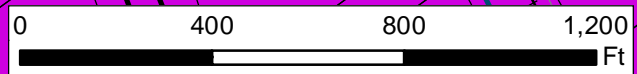
MU-6

MU-6


MU-6

MU-6

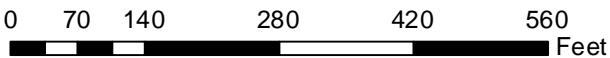
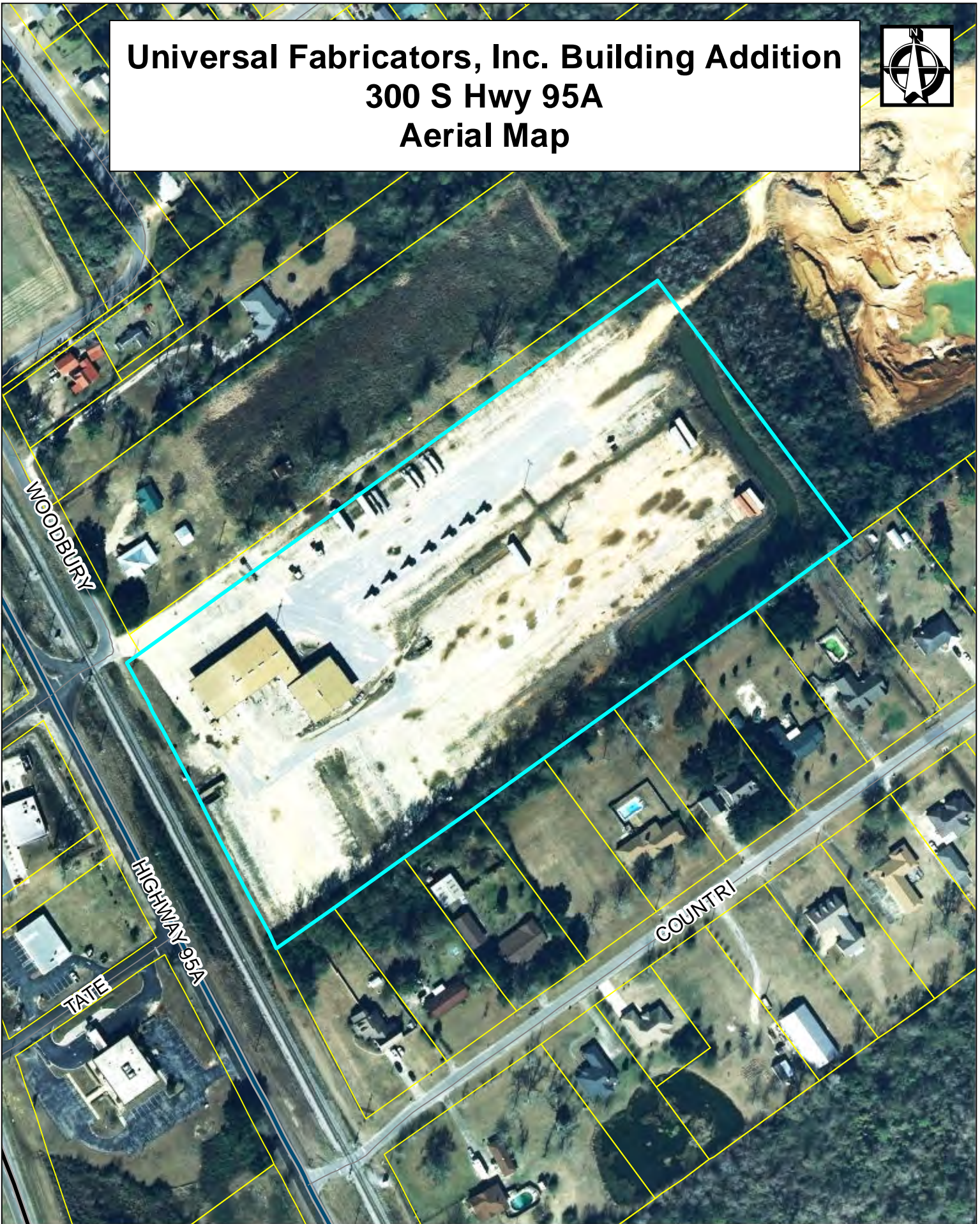
VRD-2012-01
2020 FUTURE LAND USE



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- PARCELS

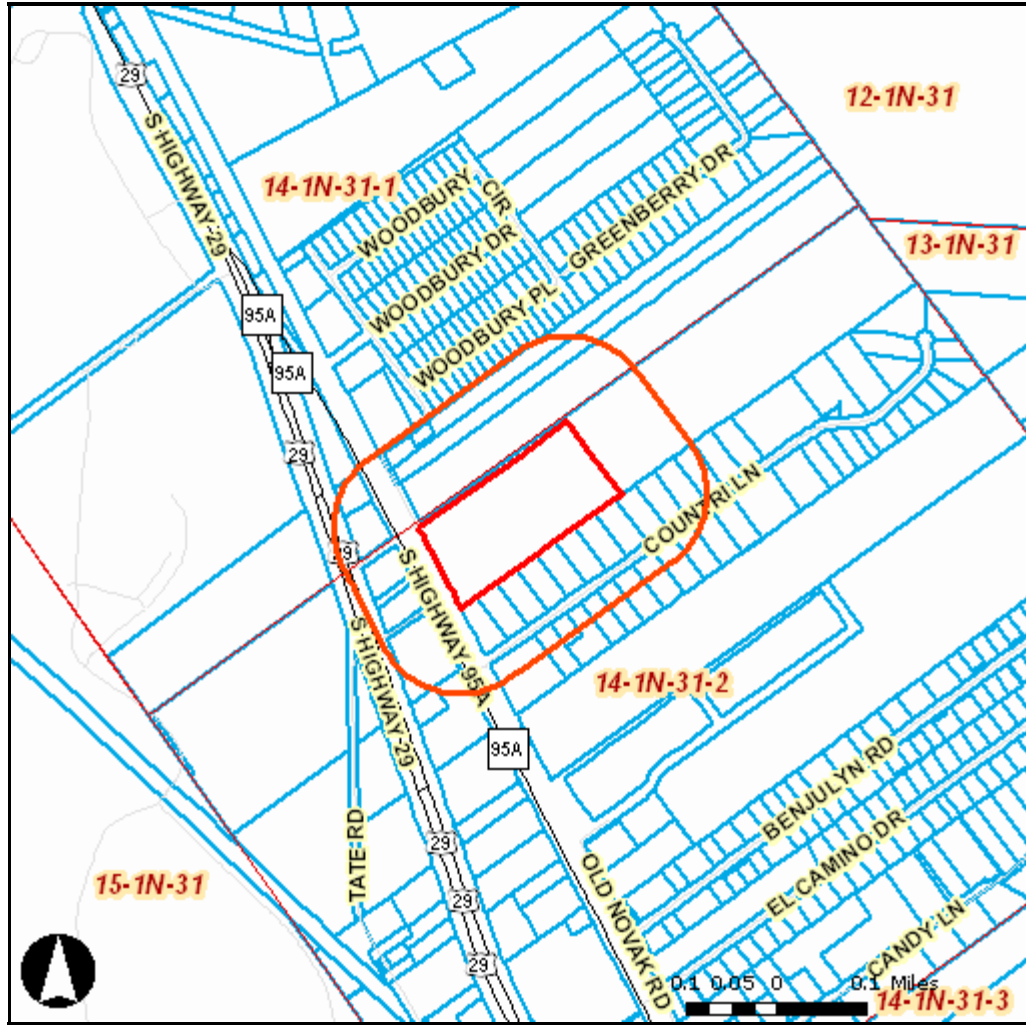

 This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
 Andrew Holmer
 Planning and Zoning Dept.

Universal Fabricators, Inc. Building Addition 300 S Hwy 95A Aerial Map



This map was prepared by the Development Review Division. It is provided for informational purposes only. It is not intended for conveyance, nor is it a survey. Data not guaranteed suitable for any use other than that for which it was gathered.

ECPA Map



Map Grid



Major Roads

- City Road
- County Road
- Interstate
- State Road
- US Highway

All Roads



Property Line



PLEASE NOTE: This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.

2/3/2011 5:45pm PH

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

ORDER OF THE ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS

The requested rezoning for:

Case No.:	Z-2011-01
Location:	300 Highway 95-A
Property Reference No.:	14-1N-31-1004-001-004
Property Size:	13.3 (+/-) acres
From:	VM-1, Villages Mixed Residential/Commercial District (gross density for residential uses 4 du/per acre)
To:	GBD, Gateway Business District
FLU Category:	I, Industrial & MU-6, Mixed-Use 6

is hereby APPROVED this 3rd day of February 2011.

ESCAMBIA COUNTY, FLORIDA
by and through its duly authorized
Board of County Commissioners

Kevin W. White, Chairman
Date Executed

2/8/2011

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

(SEAL)



This document approved as to form
and legal sufficiency.

By
Title Att - County Attorney
Date Feb. 4, 2011

Not Agenda Backup

2/8/11 d. MacArthur

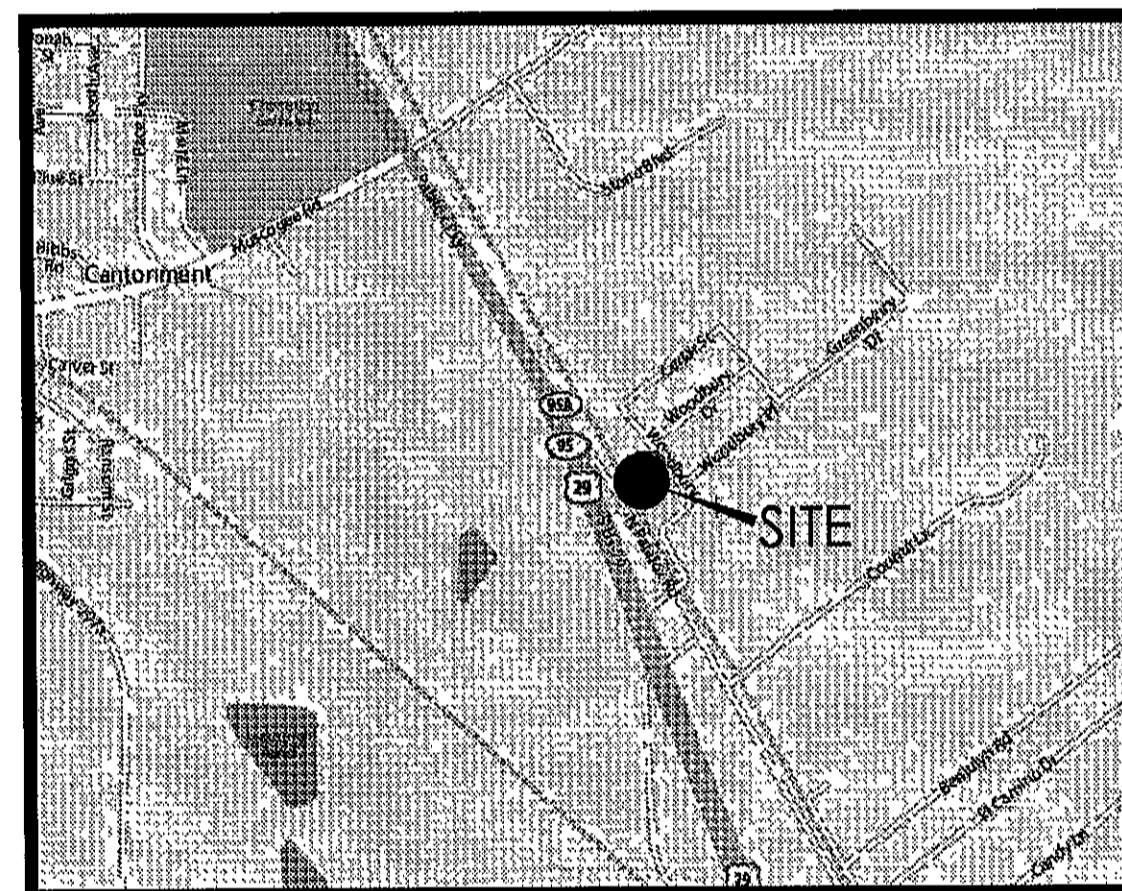
REV'D JUN 22 2012

UNIVERSAL FABRICATORS, INC.

BUILDING ADDITION ESCAMBIA COUNTY, FL

300 HIGHWAY 95-A SOUTH
CANTONMENT, FL
PROPERTY I D #
14-1N-31-1004-001-004
PROPERTY OWNER/DEVELOPER
UNIVERSAL FABRICATORS, INC
300 HIGHWAY 95-A SOUTH
CANTONMENT, FL 32533
(850) 968-5252

ZONED: GDB
FLU 1 & MU-S



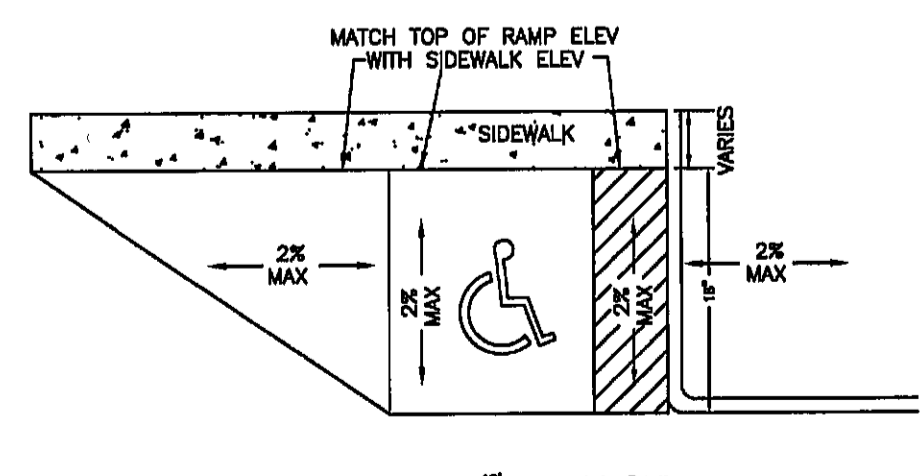
VICINITY MAP
NOT TO SCALE

NOTE:

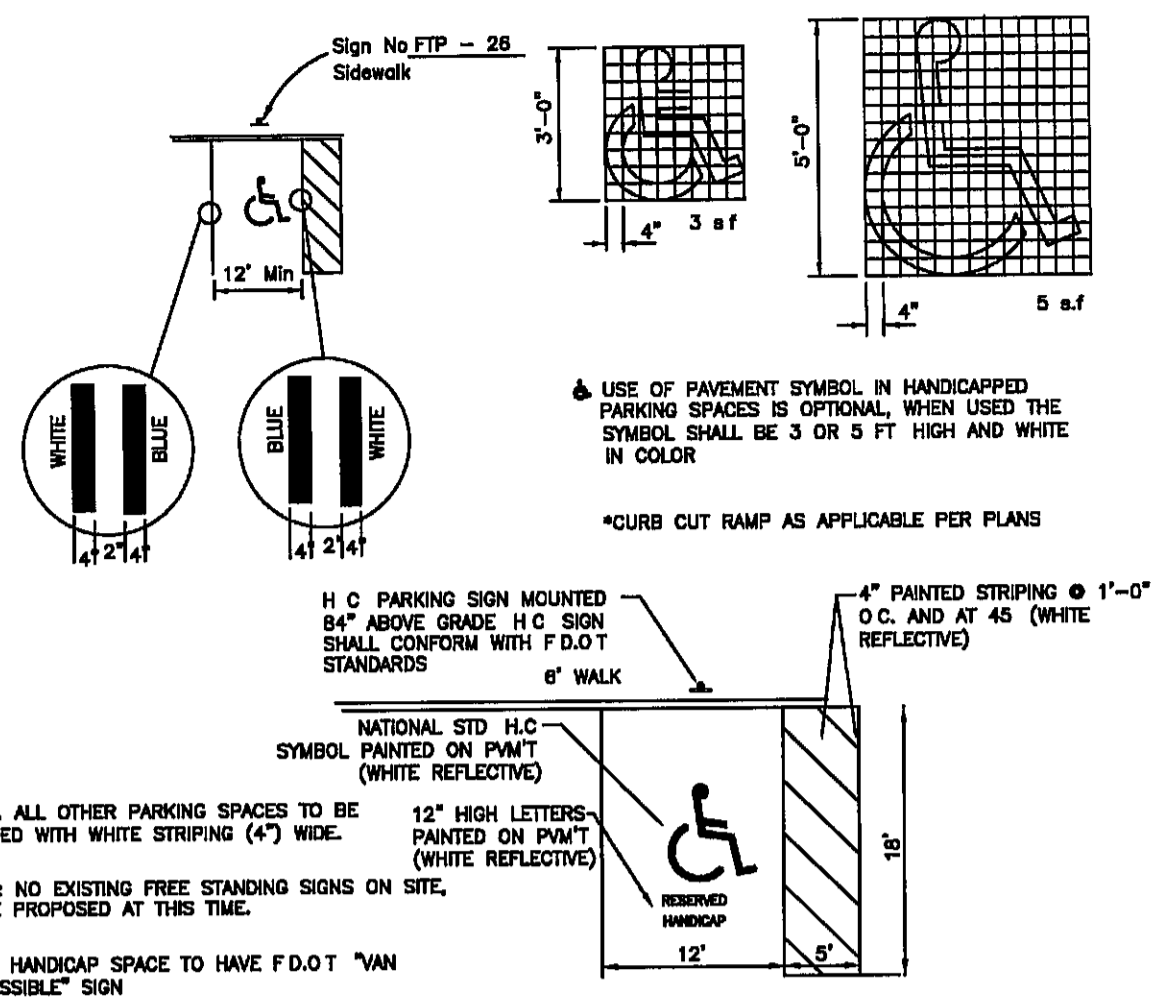
- All new roof drains, downspouts, or gutters for future residential structures are to be routed to carry all storm water to retention/detention areas
- The contractor shall install prior to the start of construction and maintain during construction all sediment control measures as required to retain all sediments on the site
- Notify Sunshine Utilities 48 hours in advance prior to digging within R/W 1-800-432-4770

LEGAL DESCRIPTION

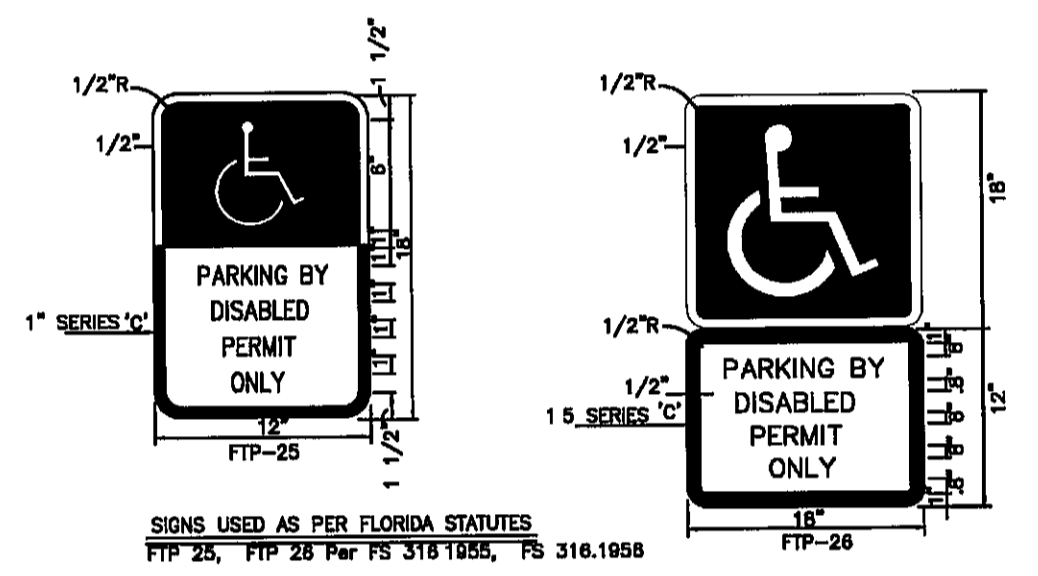
OFFICIAL RECORDS BOOK 3249, PAGE 863 COMMENCE AT AN IRON PIPE AT THE NE CORNER OF LOT 4 ACCORDING TO A SUBDIVISION OF SECTION 14, T-1-NORTH, R-31-WEST, ESCAMBIA COUNTY, FLORIDA, BY W F LEE IN 1857, THENCE SOUTH 50°20'00" WEST ALONG THE NORTH LINE OF SAID LOT 4, 2122.97 FEET, THENCE SOUTH 39°40'00" EAST, 60.00 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 50°20'00" WEST 1068.98 FEET TO THE EASTERLY R/W OF THE C S X RAILROAD (100' R/W), THENCE SOUTH 31°08'12" EAST ALONG SAID R/W 528.88 FEET, THENCE NORTH 50°18'53" EAST 1147.26 FEET, THENCE NORTH 39°40'00" WEST, 522.00 FEET TO THE POINT OF BEGINNING SAID PARCEL CONTAINING 13.301 ACRES, MORE OR LESS



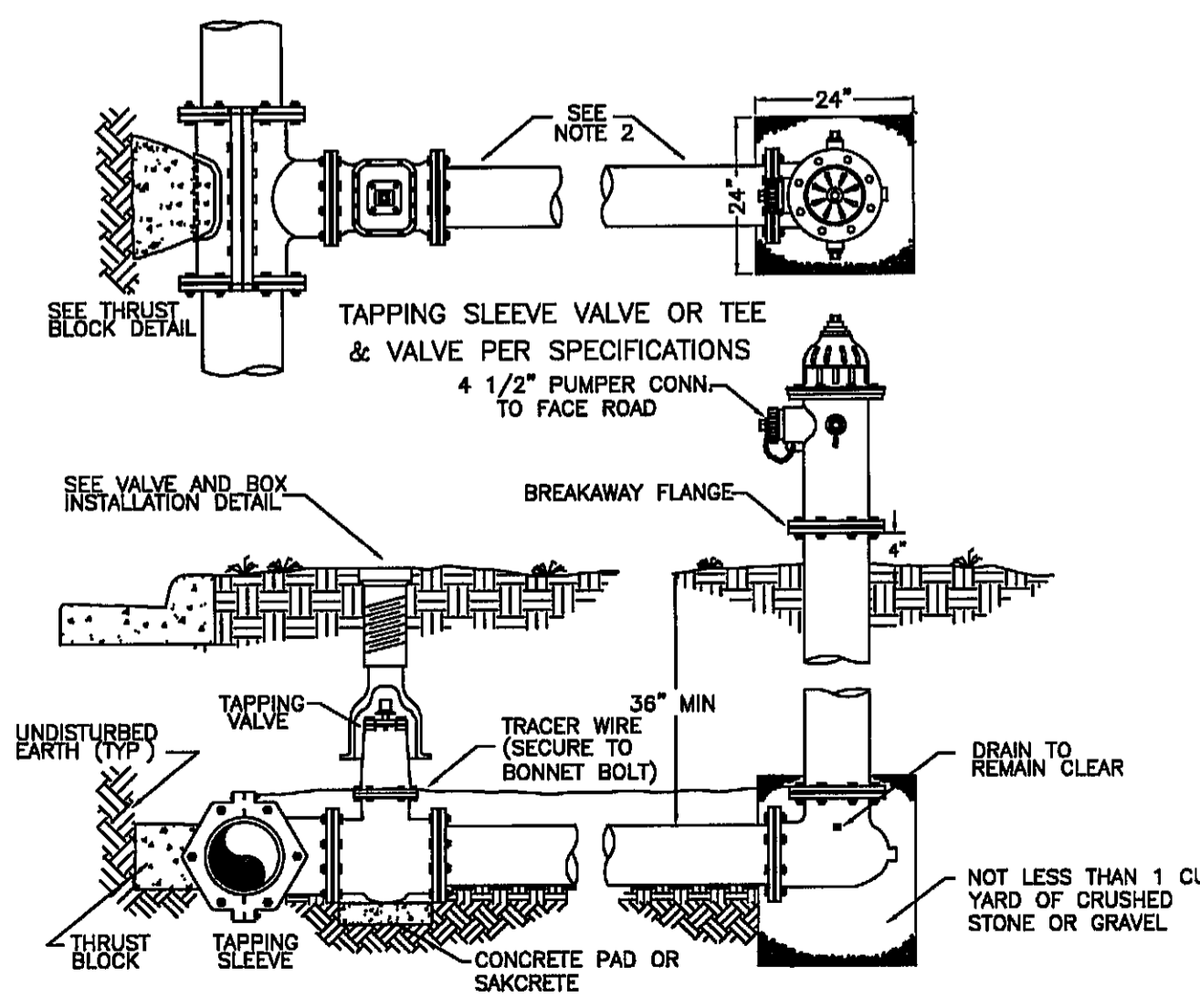
PLAN VIEW OF HANDICAP SPACE
WITH SLOPES & STRIPING NOT TO SCALE



HANDICAPPED PARKING & PAVEMENT DETAIL
NOT TO SCALE



HANDICAPPED PARKING SIGN
DETAIL NOT TO SCALE



TYPICAL FIRE HYDRANT INSTALLATION:
TAPPING SLEEVE & VALVE DETAIL
NTS

NOTES:

- "THE PROJECT ENGINEER (ENGINEER OF RECORD) SHALL PROVIDE TO ESCAMBIA COUNTY "AS-BUILT" RECORD DRAWINGS FOR VERIFICATION AND APPROVAL BY ESCAMBIA COUNTY ONE WEEK PRIOR TO REQUESTING A FINAL INSPECTION AND CERTIFICATE OF OCCUPANCY, OR PROVIDE "AS-BUILT" CERTIFICATION THAT THE PROJECT CONSTRUCTION ADHERES TO THE PERMITTED PLANS AND SPECIFICATIONS THE "AS-BUILT" CERTIFICATION OR THE "AS-BUILT" RECORD DRAWINGS MUST BE SIGNED, SEALED AND DATED BY A REGISTERED FLORIDA PROFESSIONAL ENGINEER"
- "NO DEVIATIONS OR REVISIONS FROM THESE PLANS BY THE CONTRACTOR SHALL BE ALLOWED WITHOUT PRIOR APPROVAL FROM BOTH THE DESIGN ENGINEER AND THE ESCAMBIA COUNTY ANY DEVIATIONS MAY RESULT IN DELAYS IN OBTAINING A CERTIFICATE OF OCCUPANCY"
- "THE OWNER OR HIS AGENT SHALL ARRANGE/SCHEDULE WITH THE COUNTY A FINAL INSPECTION OF THE DEVELOPMENT UPON COMPLETION AND ANY INTERMEDIATE INSPECTIONS AT 850-595-3472 AS-BUILT CERTIFICATION IS REQUIRED PRIOR TO REQUEST FOR FINAL INSPECTION/APPROVAL"
- "ANY DAMAGE TO EXISTING ROADS DURING CONSTRUCTION WILL BE REPAIRED BY THE DEVELOPER PRIOR TO FINAL "ASBUILT" SIGN OFF FROM THE COUNTY"

OUTDOOR STORAGE NOTE:

"OUTDOOR STORAGE OF EQUIPMENT AND SUPPLIES SHALL BE SCREENED FROM THE PUBLIC RIGHT-OF-WAY AND ADJACENT PROPERTIES BY 6 FT OPAQUE FENCE IN THE CASE OF THE VIEW FROM THE PUBLIC RIGHT-OF-WAY, THIS FENCE SHALL BE SUPPLEMENTED BY LANDSCAPING IN ACCORDANCE WITH STANDARD A-2"

IMPERVIOUS NOTE:

THERE WILL BE NO CHANGES AT ALL TO THE AMOUNT OF IMPERVIOUS AREA ALL AREAS WILL REMAIN THE SAME IN THE SAME PLACES THERE WILL BE NO DISTURBANCE OF THE LAND

FLOOD ZONE:

THE PARCEL SHOWN FOR DEVELOPMENT IS LOCATED WITHIN THE FOLLOWING FLOOD ZONE AS DETAILED BY FEMA FIRM (FLOOD INSURANCE RATE MAP) INFORMATION DESCRIBED BELOW:

FLOOD ZONE	COUNTY NUMBER	MAP NUMBER	PANEL NUMBER	MAP REVISION DATE
"X"	120080	12033C	0285 0	08-28-2008

NOTE NON-HANDICAP PARKING SPACES LINES ARE TO BE WHITE

PARKING CALCULATION	
EXISTING MANUFACTURING AND INDUSTRIAL ONE SPACE FOR EACH 1,000 SQ FT	EXISTING MANUFACTURING AND INDUSTRIAL ONE SPACE FOR EACH 1,000 SQ FT
15,535/1,000 = 15.535 = 16	7,800/1,000 = 7.8 = 8
TOTAL REQUIRED = 26 SPACES	
TOTAL PROVIDED 26	
24 REGULAR SPACES	
2 HANDICAP SPACES	

NOTE HANDICAP PARKING SIGNS SHALL CONFORM TO FDOT ROADWAY AND TRAFFIC DESIGN STANDARD INDEX NUMBER 17355, SHEET 3 OF 8, FTP-25 SIGN
NOTE REGULAR PARKING SPACES ARE 8' X 18' HANDICAPPED PARKING SPACES ARE 12' X 18' WITH A 5' AISLE

TOTAL SITE ACREAGE		13.24± ACRES - 576,928 SQ FT		
IMPERVIOUS and PERVIOUS AREA				
	PRE-DEVELOPMENT	CHANGE	POST-DEVELOPMENT	
BUILDING	14,394 sqft	7,800 sqft	22,194 sqft	
CONCRETE	39,748 sqft	0 sqft	39,748 sqft	
ASPHALT	74,591 sqft	-7,800 sqft	66,791 sqft	
GRAVEL	0 sqft	0 sqft	0 sqft	
TOTAL IMPERVIOUS AREA	128,733 sqft	0 sqft	128,733 sqft	
LANDSCAPE AREA	448,172 sqft	0 sqft	448,172 sqft	
PERCENTAGE OF LANDSCAPE	77.68%	0%	77.68%	
PARKING REQUIREMENTS				
	EXISTING	CHANGE	TOTAL	
NON-HANDICAPPED SPACES	17	7	24	
HANDICAPPED SPACES	1	1	2	

SHEET INDEX
1 - COVER SHEET
2 - SITE PLAN

REVISIONS

NO	DATE	DESCRIPTION
1		
2		
3		

DATE: _____

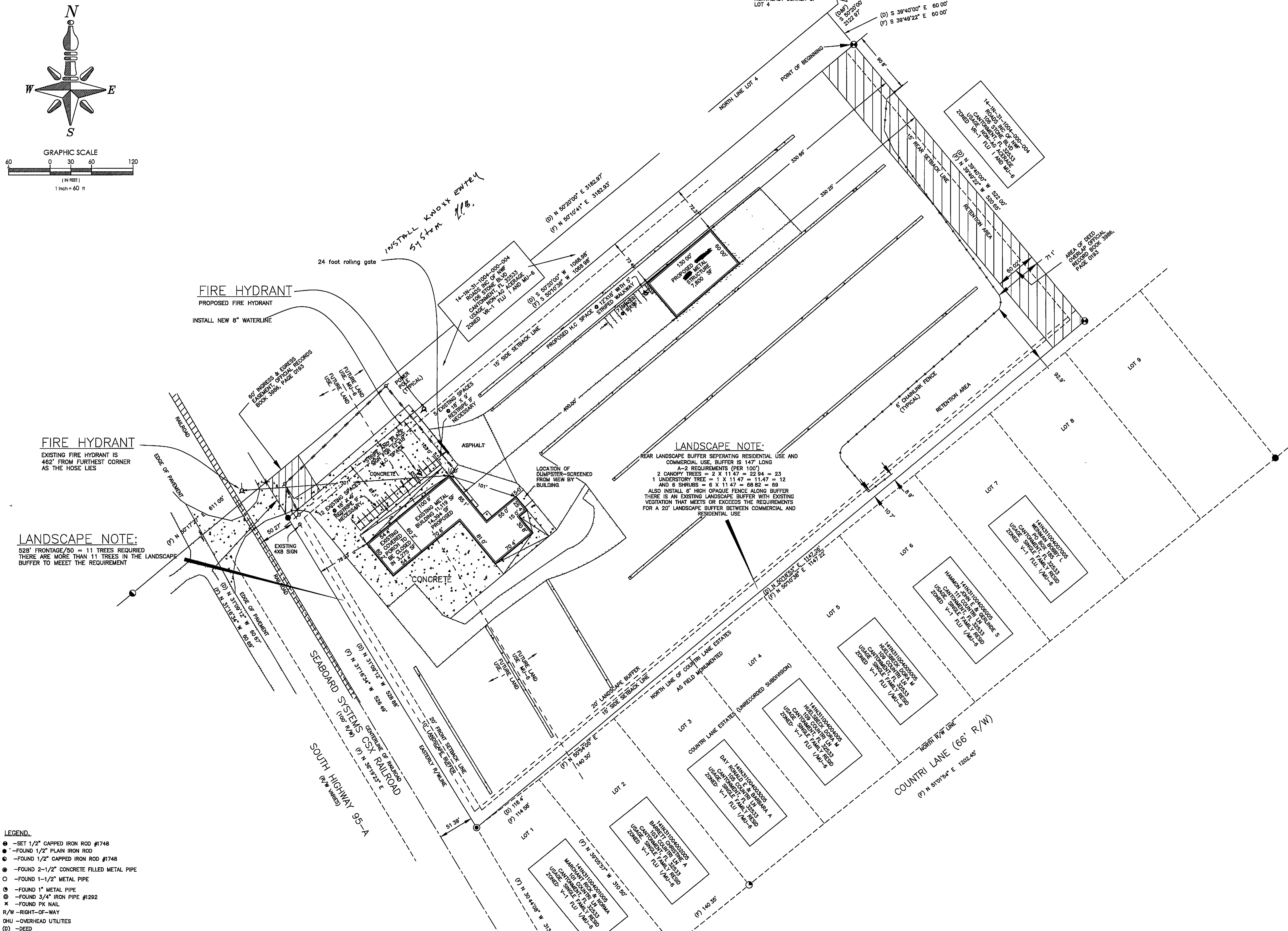
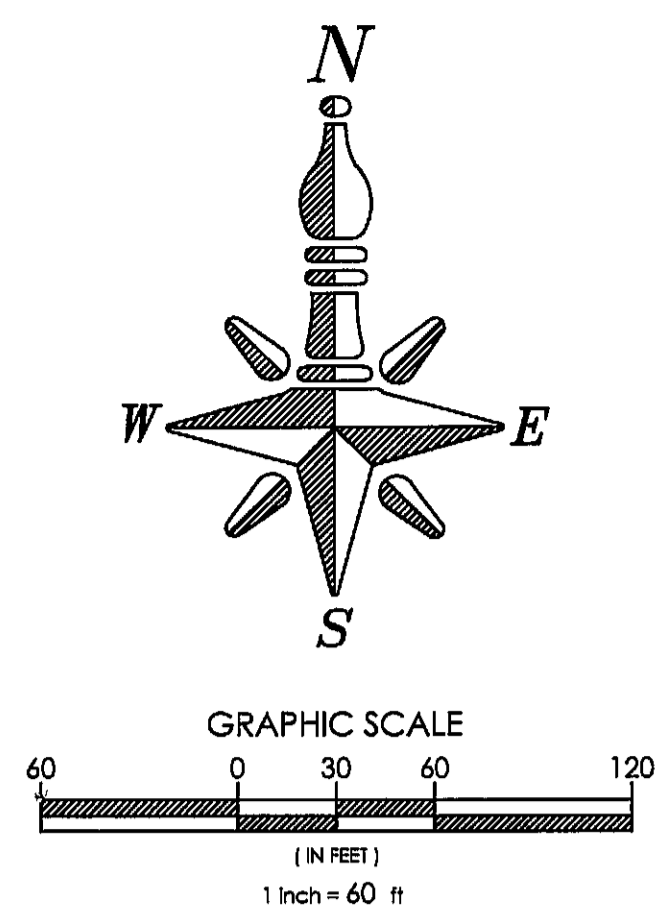
DESIGNED BY: GSB
CHECKED BY: GSB
DATE: JUNE 2012
SCALE: 1" = 60'

PROJECT NO: N/A
FILE NO: SITE DWG
SHEET: 1 OF 2

GARY S. BISHOP, P.E.
CONSULTING ENGINEERING
6010 JAMESON CIRCLE / PACE, FL 32571
PHONE (850) 994-9061 FAX: (866) 631-9483
E-MAIL: gsbishop@yahoo.com

UNIVERSAL FABRICATORS, INC.
NEW EDITION
ESCAMBIA COUNTY, FL

THIS DRAWING IS THE PROPERTY OF GARY S. BISHOP, P.E. AND IS NOT TO BE REPRODUCED IN WHOLE OR IN PART, ITS NOT TO BE USED ON ANY OTHER PROJECT AND IS TO BE RETURNED UPON REQUEST.



- LEGEND**
- -SET 1/2" CAPPED IRON ROD #1748
 - -FOUND 1/2" FLAIN IRON ROD
 - -FOUND 1/2" CAPPED IRON ROD #1748
 - -FOUND 2-1/2" CONCRETE FILLED METAL PIPE
 - -FOUND 1-1/2" METAL PIPE
 - -FOUND 1" METAL PIPE
 - -FOUND 3/4" IRON PIPE #1292
 - × -FOUND PK NAIL
 - R/W -RIGHT-OF-WAY
 - OHU -OVERHEAD UTILITIES
 - (D) -DEED
 - (F) -FIELD

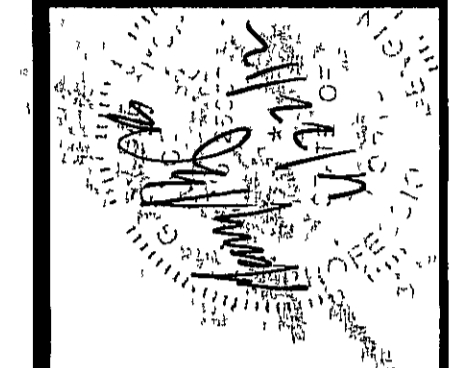
LANDSCAPE NOTE:
 528' FRONTAGE/50 = 11 TREES REQUIRED
 THERE ARE MORE THAN 11 TREES IN THE LANDSCAPE BUFFER TO MEET THE REQUIREMENT

FIRE HYDRANT
 EXISTING FIRE HYDRANT IS 462' FROM FURTHEST CORNER AS THE HOSE LIES

FIRE HYDRANT
 PROPOSED FIRE HYDRANT
 INSTALL NEW 8" WATERLINE

LANDSCAPE NOTE:
 REAR LANDSCAPE BUFFER SEPERATING RESIDENTIAL USE AND COMMERCIAL USE, BUFFER IS 147' LONG
 A-2 REQUIREMENTS (PER 100')
 2 CANOPY TREES = 2 X 11.47 = 22.94 = 23
 1 UNDERSTORY TREE = 1 X 11.47 = 11.47 = 12
 AND 6 SHRUBS = 6 X 11.47 = 68.82 = 69
 ALSO INSTALL 6" HIGH OPAQUE FENCE ALONG BUFFER
 THERE IS AN EXISTING LANDSCAPE BUFFER WITH EXISTING VEGETATION THAT MEETS OR EXCEEDS THE REQUIREMENTS FOR A 20' LANDSCAPE BUFFER BETWEEN COMMERCIAL AND RESIDENTIAL USE

NO	DATE	REVISIONS
1		
2		
3		
4		



GARY S. BISHOP, P.E.
 CONSULTING ENGINEERING
 6010 JAMESON CIRCLE / PACE, FL 32571
 PHONE (850) 994-9061 FAX (866) 631-9483
 E-MAIL grybshop@yahoo.com

UNIVERSAL FABRICATORS, INC.
 NEW EDITION
 ESCAMBIA COUNTY, FL

DRAWN BY	VARIOUS	PROJECT NO	N/A
DESIGNED BY	GSB	FILE NO	SITE DWG
CHECKED BY	GSB	SHEET	13 OF 18
DATE	JUNE 2012		
SCALE	1" = 60'		



THE COUNTY OF ESCAMBIA
PENSACOLA, FLORIDA

SITE PLAN DEVELOPMENT ORDER
with Concurrency Certification

Project: Universal Fabricators, Inc.
Location: 300 Hwy 95-A South
Property Reference #: 14-1N-31-1004-001-004
Development Review #: PSP101100084

Future Land Use: I/MU-6
Zoning District: VM-1
Flood Zone: X

PROJECT DESCRIPTION

Redevelopment of a 9.98-acre parcel as a change of use from Evergreen trucking terminal a 15,535 sq. ft. warehouse building with a minimum of 18 paved parking spaces to Universal Fabricators. There are neither additional impervious areas nor any changes to the infrastructure. No "protected" trees will be removed from the site, however buffering exists within the required site landscape areas. Potable water and sanitary sewer will be provided through connections to the Gonzales Water and ECUA systems respectively.

STANDARD PROJECT CONDITIONS

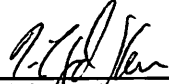
1. This Development Order with concurrency certification shall be effective for a period of 18 months from the date of approval. Site plan approval and concurrency shall expire and become null and void if a permit for the approved development has not been obtained from the Building Inspections Department (BID) within the effective period and no extension has been applied for. After issuance of such permit, site plan approval and concurrency shall only terminate upon permit expiration or revocation by the BID. The Board of Adjustment may grant one extension for a maximum of 12 months to the original effective period of the Development Order, but application for such extension must be submitted before termination of the initial 18-month period. If the Development Order expires or is revoked, allocated capacity will be withdrawn and made available to other applicants. If the applicant chooses to proceed with development of the project site, a new site plan application must be submitted for review, approval, and capacity allocations subject to Code provisions and Level of Service conditions at the time of the new application.
2. This Development Order alone does not authorize site development to commence. A valid Escambia County Building Permit must be obtained prior to any building construction. Site development as described on the approved site plan, including protected tree removal and grading, may occur under the authorization of the Building Permit. However, commencement of such activity prior to issuance of a Building Permit will require a separate **Pre-construction Site Work Permit**, or if no Building Permit is applicable will require a separate **Parking Lot Permit**, obtained from the Building Inspections Department, with erosion control, tree protection, and all other provisions of the approved site plan fully applicable and enforced.

3. All specifications and requirements, expressed or implied by note or drawing, in the site development plans approved with this Development Order must be fulfilled.
 4. No development activities may commence in areas regulated by state or federal agencies unless all required state and federal permits, or proof of exemption, have been obtained and a copy provided to the County.
 5. Proof of application from the Emerald Coast Utilities Authority (ECUA) for connection to the sewage system, or from the Escambia County Health Department for an Onsite Sewage Treatment and Disposal System (OSTD), must be obtained prior to issuance of an Escambia County Building Permit.
 6. After issuance of this Development Order, it shall be unlawful to modify, amend, or otherwise deviate from the terms and conditions without first obtaining written authorization through the Development Review Committee (DRC) departments. Approval of such modifications shall be requested in writing and obtained prior to initiating construction of any requested change. The applicable review process for the proposed modification shall be determined based on the applicant's written description of such modifications. Escambia County may require submittal of a new or revised plan and impose additional requirements and/or conditions depending upon the extent of any proposed modifications. The applicant has a continuing obligation to abide by the approved plan. Initiating construction of plan modifications without written County approval shall automatically terminate and render null and void this Development Order, and shall be subject to penalties and/or increased fees specified by the BCC.
 7. A copy of this Development Order and the approved site development plans must be maintained and readily available on site once any construction activity has begun, including clearing and grading. The approved building construction plans must also be on site once any building construction has begun.
-

Development Review Committee (DRC) Final Determination

Having completed development review of the **Universal Fabricators, Inc.** site plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC makes the following final determination:

- Approve** The development plan is approved. The applicant may proceed with the development subject to the project description and project conditions noted herein. Use other than that described, or conditions not satisfied, constitute a violation of this Development Order and render it void. Further, this approval does not constitute approval by any other agency.
- Deny** The development plan is denied for the reasons noted below. The applicant may appeal the decision within 15 days from the date below to the Board of Adjustment (BOA) under the provisions of Section 2.04.00 of the Escambia County Land Development Code, and/or submit a new or revised site plan application for review.



Chief, Development Services Bureau

1/5/11

Date



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2826

Growth Management Report 13. 4.

BCC Regular Meeting

Public Hearing

Meeting Date: 08/23/2012

Issue: 5:47 p.m. - A Public Hearing -Comprehensive Plan Small Scale Amendment
SSA-2012-02

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

5:47 p.m. - Recommendation Concerning the Review of Comprehensive Plan Small Scale Amendment (SSA) 2012-02

That the Board of County Commissioners (BCC) review and adopt Comprehensive Plan Small Scale Amendment (SSA) 2012-02, amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive plan, as amended; amending the Future Land Use Map designation.

At the August 13, 2012 Planning Board meeting, the Board recommended approval of the SSA 2012-02.

BACKGROUND:

Applicant request a Future Land Use (FLU) map amendment to change the future land use category of a 7.01+/- acres portion of 57 (+/-) acre parcel from REC, Recreational to AG, Agricultural. The property was originally owned by Escambia County and sold to the applicant.

The zoning designation for the parcel is currently P, Public and is concurrently going through the quasi-judicial rezoning process requesting VAG-1, Villages Agriculture Zoning.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Stephen West, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

Comprehensive Plan Section 4.07 requires a public hearing review by the local planning agency (Planning Board) of any proposed amendment to the plan prior to adoption by the Board of County Commissioners in a subsequent public hearing.

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Staff Analysis, Ordinance, Application

SSA 2012-02

Comprehensive Plan Amendment Staff Analysis

General Data

Project Name: SSA 2012-02
Location: Hanks Road
Parcel #s: 14-5N-32-2301-000-000
Acreage: 7.01(+/-) acres
Request: From Recreational (REC) to Agricultural (AG)
Agent: Escambia County, Agent for Kale Schneider

Meeting Dates: Planning Board August 13, 2012
BCC August 23, 2012

Summary of Proposed Amendment:

The proposed amendment is for a 7.01 (+/-) acre parcel portion of a 52 (+/-) acre parcel, located off the North portion of Hanks Road. The parcel general site is east of Hwy 99 and south of Hwy 4 in Century. The adjacent and surrounding parcels are currently zoned VAG-1.

The proposed small scale amendment meets the following conditions in order to be classified as a small scale comprehensive plan amendment:

- a) The parcel is 7.01 (+/-) acres which is under the 10 acres or fewer as stated in 163.3187(a).
- b) This amendment is the second small scale amendment for this calendar year, therefore it will not exceed the maximum of 120 acres in a calendar year as stated in F.S 163.3187(b).
- c) The proposed amendment is not located within a designated area of critical state concern.

The agent has requested a future land use (FLU) map amendment to change the future land use category of a 7.01(+/-) acre portion of a 52(+/-) acre parcel from Recreation Future Land Use to Agricultural Future Land Use. The zoning designation for the referenced parcel is Public. The intent of the proposed FLU change is to allow for the sale of the property. The applicant has submitted the subject parcel for a rezoning from Public to VAG-1.

SUMMARY: There is no available analysis as the applicant is not proposing any projects or development for the site. Test for concurrency and allocation for capacity on roadways,

potable water, wastewater, solid waste, stormwater shall be determined at the time of site plan review.

Agriculture Land Use Category:

FLU 1.3.1 states that the Agricultural FLU “is intended for routine agricultural and silvicultural related activities and very low density residential uses. Also allows for commercial activity limited to those endeavors.

The adjacent and nearby properties are currently zoned Village Agricultural, VAG-1 and are being utilized for agriculture related activities, which is compatible with the requested Agriculture Future Land Use. The request to assign the Agricultural FLU to the parcel in question appears to be complementary with the existing surrounding uses.

Summary

Based on the applicant’s request, the AG FLU appears to be compatible with the existing surrounding uses and zoning. As the applicant has not proposed any specific projects or development for the site at this time, staff is unable to identify specific issues that would impact the request, as presented. Once a project is proposed, it will have to meet all current Federal, State and local standards as defined in the Comprehensive Plan and the Escambia County Land Development Code.

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Small Scale Amendment Ordinance

Date: 5/30/12

Date requested back by: 6/11/12 for 7/9 PB & 7/26 BCC

Requested by: JC Lemos

Phone Number: 595-3467



(LEGAL USE ONLY)

Legal Review by 

Date Received: 5/31/2012

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:

I made minor changes to the title and section 3.

ORDINANCE NO. 2012-____

1
2
3
4 AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING
5 PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE
6 ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED;
7 AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT,"
8 PROVIDING FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE
9 MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A
10 PARCEL WITHIN SECTION 14, TOWNSHIP 5N, RANGE 32W, PARCEL
11 NUMBER 2301-000-000, TOTALING 7.01 (+/-) ACRES, LOCATED OFF
12 THE NORTH PORTION OF HANKS ROAD AND SOUTH OF
13 ASHCRAFT ROAD, FROM RECREATIONAL (REC) TO AGRICULTURE
14 (AG); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY;
15 PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR
16 AN EFFECTIVE DATE.
17
18
19

20 **WHEREAS**, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County
21 adopted its Comprehensive Plan on January 20, 2011; and
22
23

24 **WHEREAS**, Chapter 125, Florida Statutes, empowers the Board of County
25 Commissioners of Escambia County, Florida to prepare, amend and enforce
26 comprehensive plans for the development of the County; and
27
28

29 **WHEREAS**, the Escambia County Planning Board conducted a public hearing and
30 forwarded a recommendation to the Board of County Commissioners to approve
31 changes (amendments) to the Comprehensive Plan; and
32
33

34 **WHEREAS**, the Board of County Commissioners of Escambia County, Florida finds that
35 the adoption of this amendment is in the best interest of the County and its citizens;
36
37

38 **NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of
39 Escambia County, Florida, as follows:
40

1 **Section 1. Purpose and Intent**

2
3 This Ordinance is enacted to carry out the purpose and intent of, and exercise the
4 authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215,
5 Florida Statutes.
6

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8 **Section 2. Title of Comprehensive Plan Amendment**

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10 This Comprehensive Plan amendment shall be entitled – "Small Scale Amendment
11 2012-02."
12

13
14 **Section 3. Changes to the 2030 Future Land Use Map**

15
16 The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the
17 Escambia County Code of Ordinances, the Escambia County Comprehensive Plan:
18 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all
19 notations, references and information shown thereon, is further amended to include the
20 following future land use change:
21

22
23 A portion of Parcel Identification Number 14-5N-32-2301-000-000 totaling
24 7.01 (+/-) acres, as more particularly described by Mark A. Norris,
25 Professional Surveyor and Mapper, Rebol-Battle & Associates, in the
26 boundary survey description dated February 22, 2012, attached as Exhibit
27 A, from Recreational (REC) to Agricultural (AG).
28

29
30 **Section 4. Severability**

31
32 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
33 unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect
34 the validity of the remaining portions of this Ordinance.
35

36
37 **Section 5. Inclusion in the Code**

38
39 It is the intention of the Board of County Commissioners that the provisions of this
40 Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that
41 the sections, subsections and other provisions of this Ordinance may be renumbered or
42 relettered and the word "ordinance" may be changed to "section," "article," or such other
43 appropriate word or phrase in order to accomplish such intentions.

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Section 6. Effective Date

Pursuant to Section 163.3187(5)(c), Florida Statutes, this Ordinance shall not become effective until 31 days after adoption. If challenged within 30 days after adoption, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this _____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

ORDINANCE NO. 2012-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," PROVIDING FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 14, TOWNSHIP 5N, RANGE 32W, PARCEL NUMBER 2301-000-000, TOTALING 7.01 (+/-) ACRES, LOCATED OFF THE NORTH PORTION OF HANKS ROAD AND SOUTH OF ASHCRAFT ROAD, FROM RECREATIONAL (REC) TO AGRICULTURE (AG); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on January 20, 2011; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Small Scale Amendment 2012-02."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use change:

A portion of Parcel Identification Number 14-5N-32-2301-000-000 totaling 7.01 (+/-) acres, as more particularly described by Mark A. Norris, Professional Surveyor and Mapper, Rebol-Battle & Associates, in the boundary survey description dated February 22, 2012, attached as Exhibit A, from Recreational (REC) to Agricultural (AG).

Section 4. Severability

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. Inclusion in the Code

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. Effective Date

Pursuant to Section 163.3187(5)(c), Florida Statutes, this Ordinance shall not become effective until 31 days after adoption. If challenged within 30 days after adoption, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this _____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

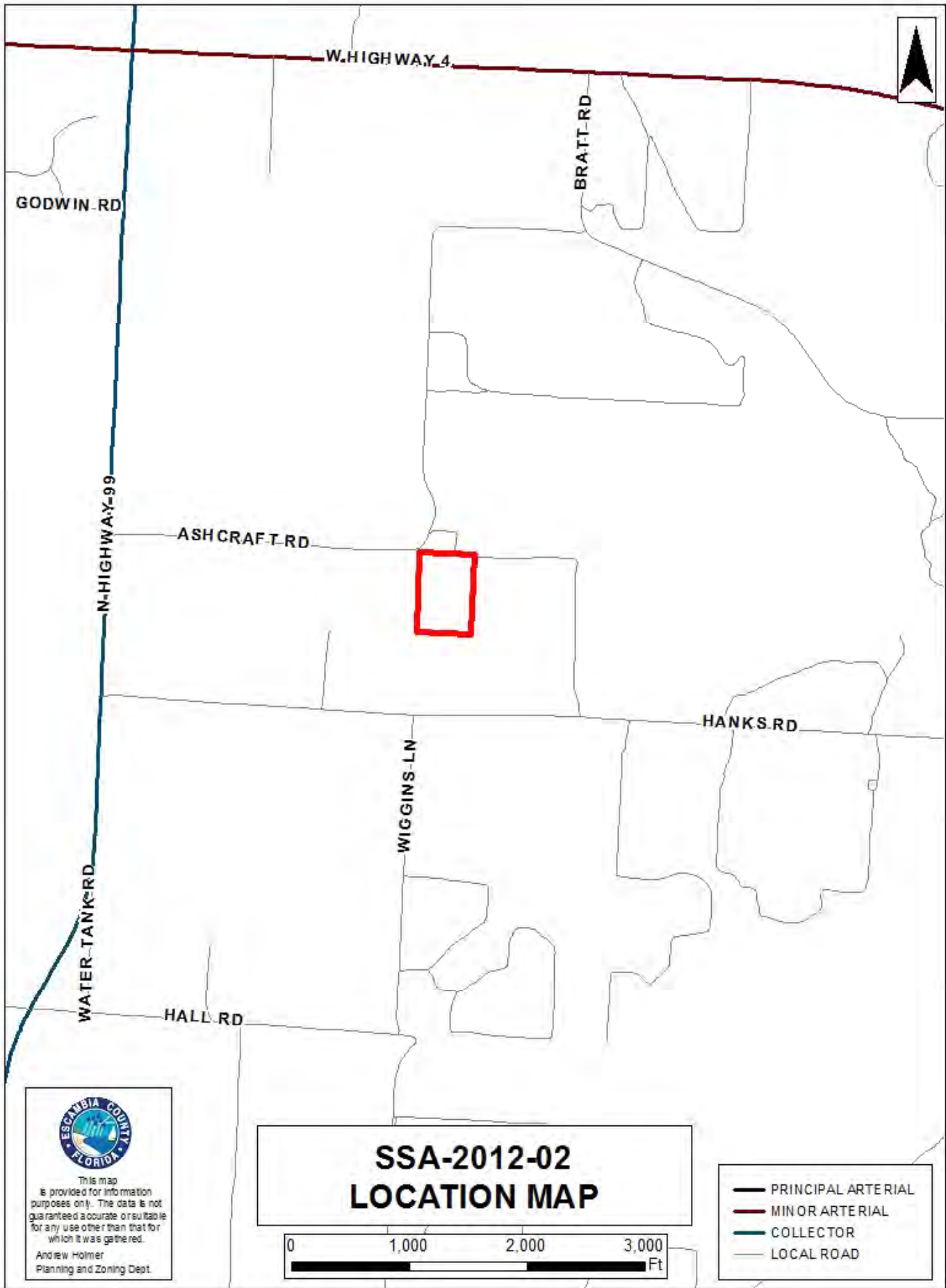
By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:





VAG-1

VAG-1

ASHCRAFT RD

7.01 ACRES

P

VAG-1

P

HANKS RD

VAG-1

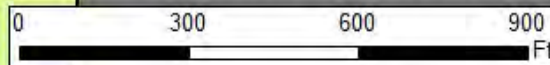
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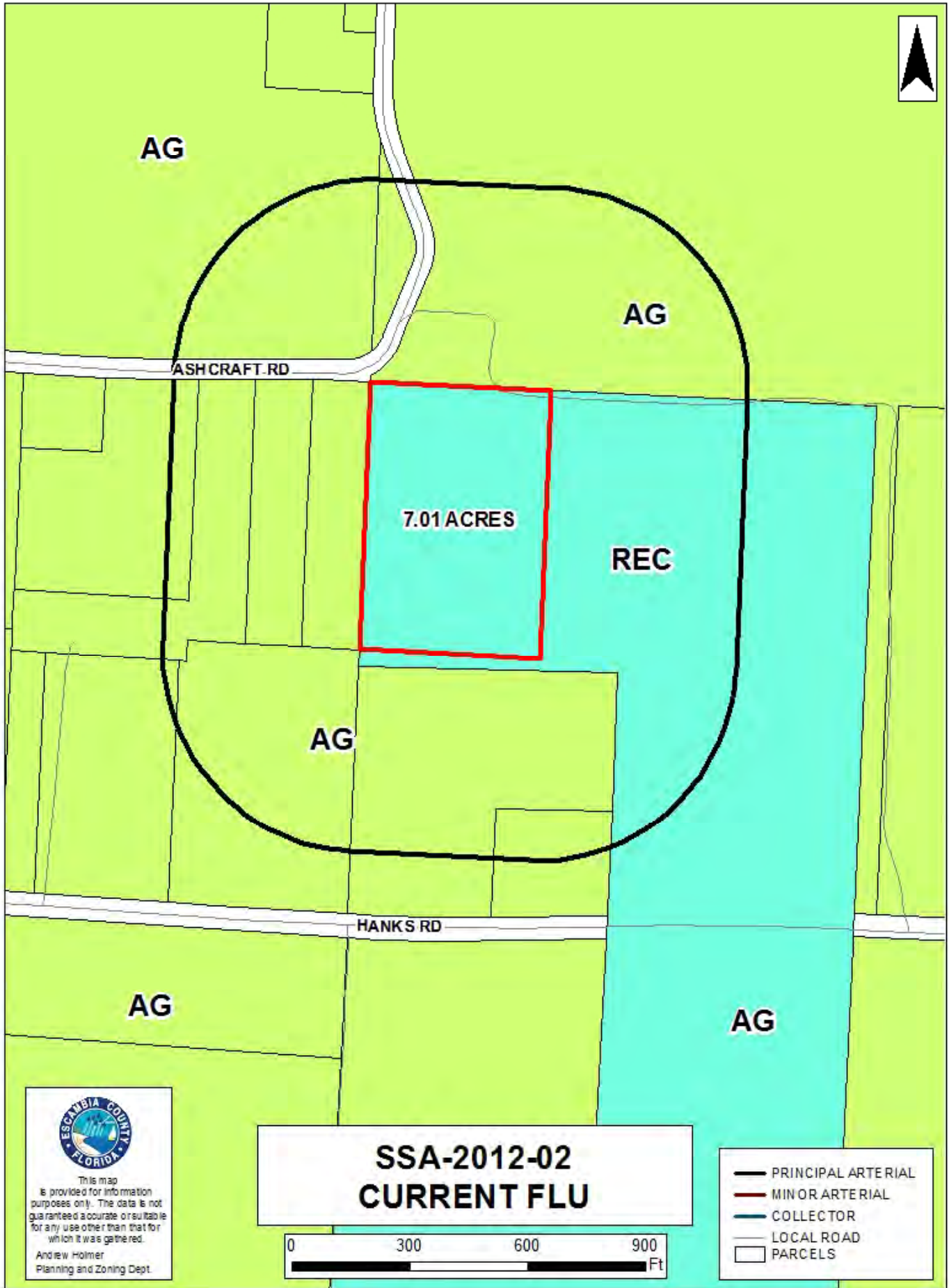
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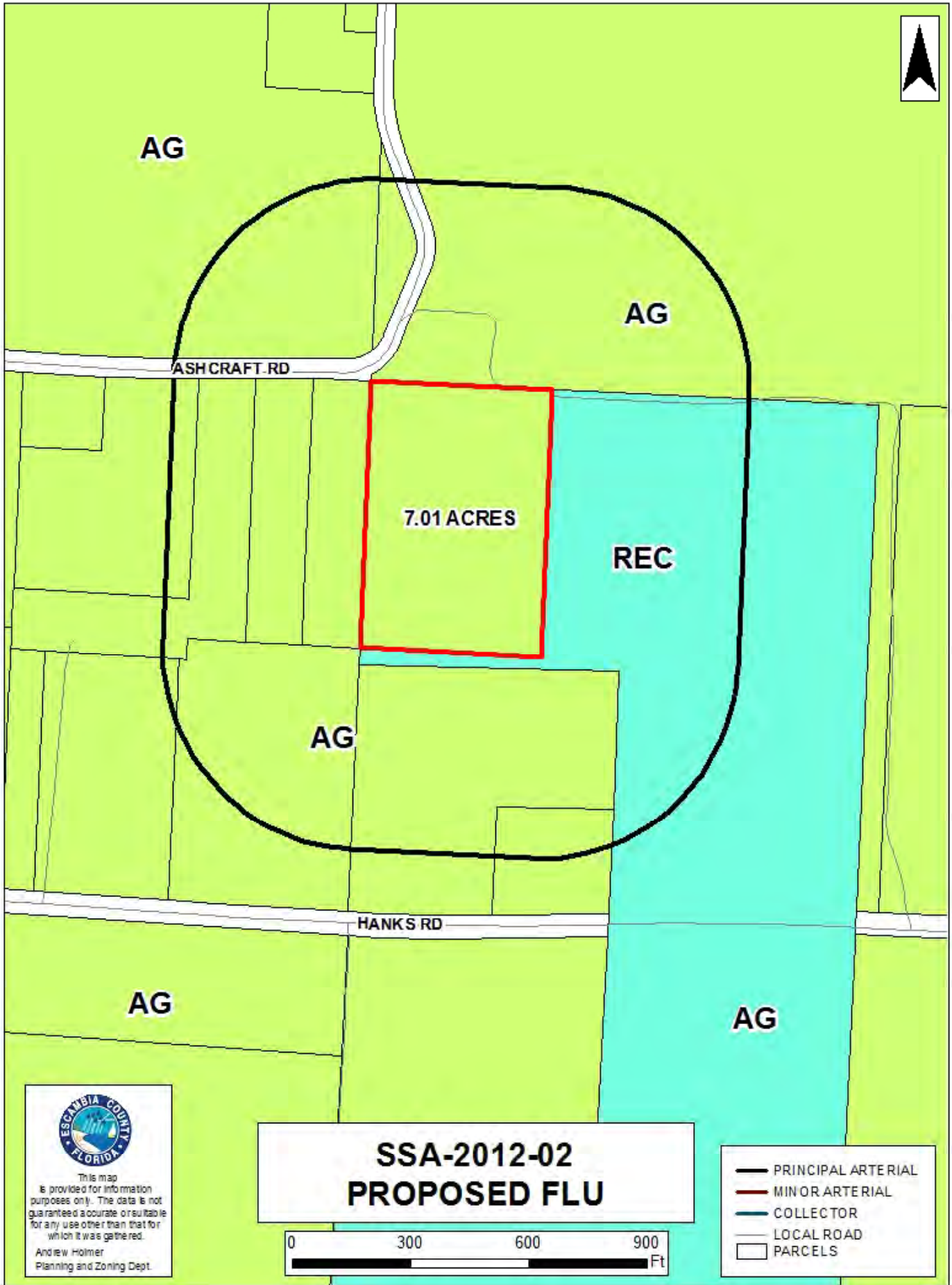
Andrew Holmer
Planning and Zoning Dept.


SSA-2012-02 500' RADIUS ZONING



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- PARCELS





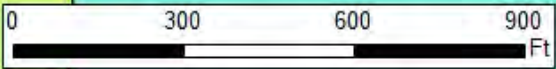







 This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

 Andrew Holmer

 Planning and Zoning Dept.


**SSA-2012-02
PROPOSED FLU**



-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  PARCELS



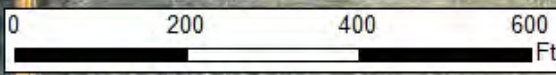
ASHCRAFT RD



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Andrew Holmer
Planning and Zoning Dept.


SSA-2012-02 AERIAL MAP



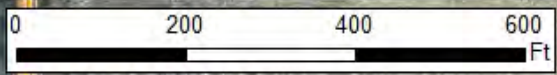
-  PRINCIPAL ARTERIAL
-  MIN OR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  PARCELS



ASHCRAFT RD


This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.

SSA-2012-02 WETLANDS MAP



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- PARCELS
- WETLANDS_2006



LOOKING EAST



LOOKING NORTHEAST



LOOKING WEST



LOOKING SOUTH

PPB120500003

FUTURE LAND USE MAP AMENDMENT APPLICATION

SSA 2012-02

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____
LARGE SCALE FLU AMENDMENT _____

Current FLU: REC Desired FLU: AG Zoning: P Taken by: J. Cain

Planning Board Public Hearing, date(s): July 9, 2012

BCC Public Hearing, proposed date(s): July 26, 2012

Fees Paid NA Receipt # NA Date: 5/10/12

OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL

Name: Kate Schneider

Address: 9061 Bratt Rd

City: Century State: FL Zip Code: 32535

Telephone: (850) 327-6519

Email: _____

DESCRIPTION OF PROPERTY:

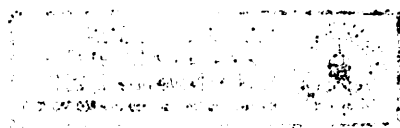
Street address: Hanks Rd

Subdivision: _____

Property reference number: Section 14 Township 5N Range 32

Parcel 2301 Lot 000 Block 000

Size of Property (acres) 7.01 (+/-) acres



**AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR
FUTURE LAND USE CHANGE REQUEST**

By my signature, I hereby certify that:

- 1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and
- 4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and
- 5) I authorize County Staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection; and
- 6) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

Kale Schneider Kale Schneider 5-10-12
Signature (Property Owner) Printed Name Date

Donna C Schneider
Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Address: 9061 Brent Rd

City: Century State: FL Zip: 32535

Telephone (850) 327-6519 Fax # () _____ - _____

Email: _____

STATE OF Florida
COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 10th day of May, year of 2012 by, Kale Schneider + Donna Schneider who () did () did not take an oath. He/she is () personally known to me, (X) produced current Florida/Other driver's license, and/or () produced current 715536516 44 1880 as identification.

Margaret A Cain 5/10/12 Margaret A. Cain
Signature of Notary Public Date Printed Name of Notary

My Commission Expires _____ Commission No. DD919789
(Notary seal must be attached)



**FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT**

Project name:

Property reference #: Section 14 Township 5N Range

Parcel # 32-2301-000-000

Project Address:

Henko Rd

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning/reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

- (1) The necessary facilities and services are in place at the time a development permit is issued; or
- (2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or
- (3) The necessary facilities are under construction at the time a permit is issued; or
- (4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or
- (5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.
- (6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 10th DAY OF May, 2012

<u>Kate Schindler</u> Owner's signature	<u>Kate Schneider</u> Owner's name (print)
<u>Donna C. Schneider</u> Agent's signature	<u>Donna C. Schneider</u> Agent's name (print)

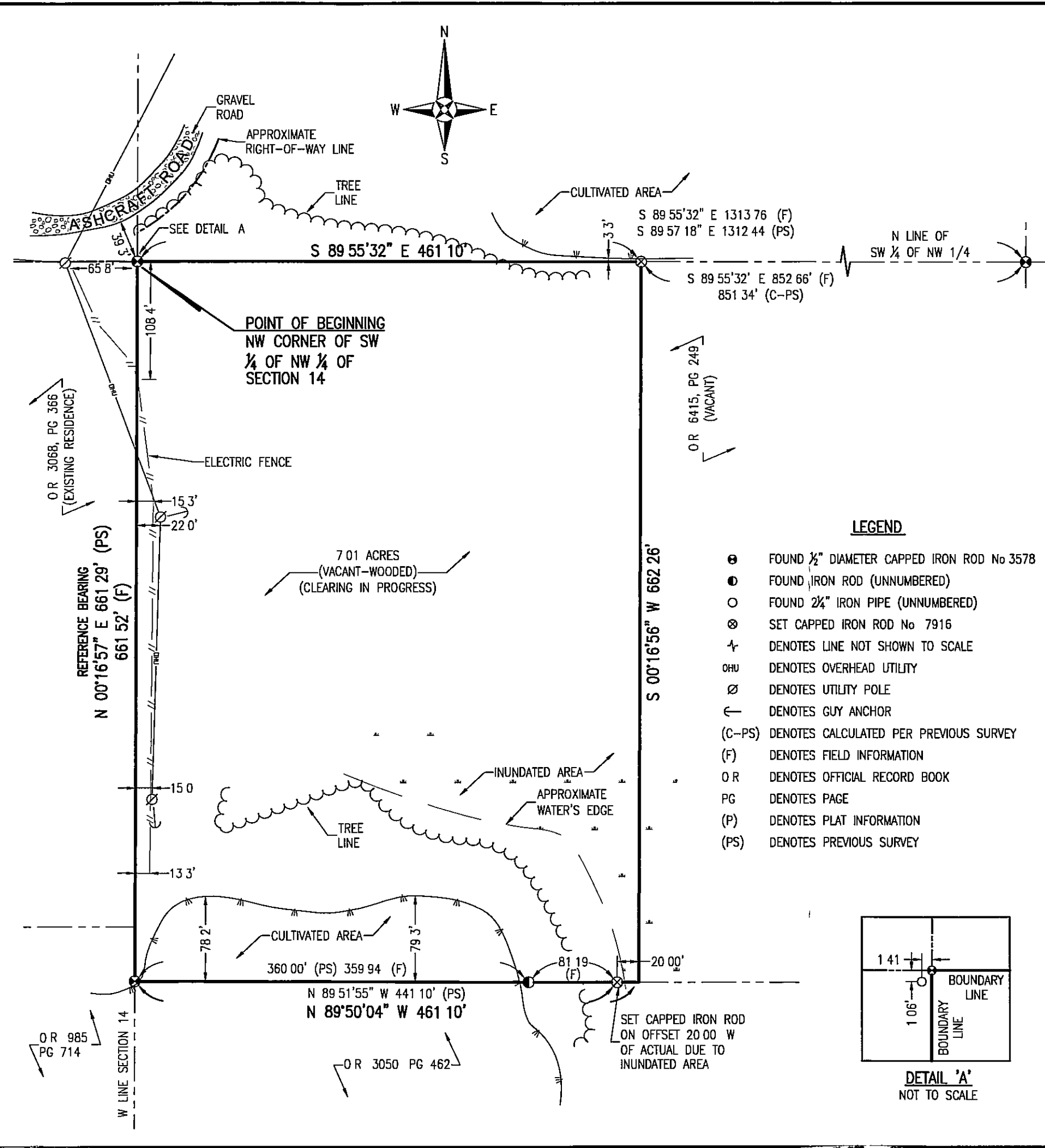
DATA AND ANALYSIS REQUIREMENTS

1. A comparative analysis of the impact of both the current and the proposed future land use categories on the following items, presented in tabular format, based on data taken from professionally accepted existing sources, such as the US Census, State University System of Florida, National Wetland Inventory Maps, regional planning councils, water management districts, or existing technical studies. The data should show that the infrastructure is available to support the most intense development allowed under the requested Future Land Use category, regardless of what type of development is proposed.
 - A. Sanitary Sewer
 - B. Solid Waste Disposal
 - C. Potable Water
 - D. Stormwater Management
 - E. Traffic
 - F. Recreation and Open Space
 - G. Schools

The data and analysis should also support the requested future land use category by reflecting a need for that category. For example, a future land use request from Agricultural to Residential would need an analysis demonstrating the need for additional Residential acreage in the County.

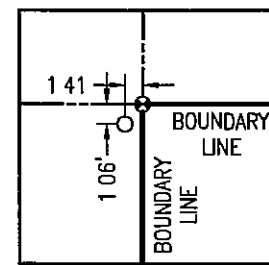
2. Proximity to and impact on the following:
 - A. Wellheads (indicate distance and location to nearest wellhead)
 - B. Historically significant sites (available from University of West Florida)
 - C. Natural Resources, including wetlands (a wetlands survey is highly recommended if wetlands are located on the property)
3. An analysis of consistency with the Escambia County Comprehensive Plan, with reference to applicable sections therein

PA 2012 2012.020 STEVE HANKS BOUNDARY SURVEY HANKS DWG



LEGEND

- ⊙ FOUND 1/2" DIAMETER CAPPED IRON ROD No 3578
- FOUND IRON ROD (UNNUMBERED)
- FOUND 2 1/4" IRON PIPE (UNNUMBERED)
- ⊗ SET CAPPED IRON ROD No 7916
- ↖ DENOTES LINE NOT SHOWN TO SCALE
- OHU DENOTES OVERHEAD UTILITY
- ⊘ DENOTES UTILITY POLE
- ← DENOTES GUY ANCHOR
- (C-PS) DENOTES CALCULATED PER PREVIOUS SURVEY
- (F) DENOTES FIELD INFORMATION
- O R DENOTES OFFICIAL RECORD BOOK
- PG DENOTES PAGE
- (P) DENOTES PLAT INFORMATION
- (PS) DENOTES PREVIOUS SURVEY



DESCRIPTION

(AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

A PARCEL OF LAND BEING ENTIRELY IN SECTION 14, TOWNSHIP 5 NORTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGIN AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 32 WEST, ESCAMBIA COUNTY FLORIDA THENCE SOUTH 89 DEGREES 55 MINUTES 32 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER FOR A DISTANCE OF 461 10 FEET THENCE DEPARTING SAID NORTH LINE PROCEED SOUTH 00 DEGREES 16 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 662 26 FEET THENCE PROCEED NORTH 89 DEGREES 50 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 461 10 FEET TO THE WEST LINE OF THE AFOREMENTIONED SECTION 14 THENCE PROCEED NORTH 00 DEGREES 16 MINUTES 57 SECONDS EAST ALONG SAID WEST SECTION LINE FOR A DISTANCE OF 661 52 FEET TO THE AFOREMENTIONED NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14 AND THE POINT OF BEGINNING

CONTAINS 7.01 ACRES MORE OR LESS

GENERAL NOTES

- 1 NORTH AND THE SURVEY DATUM SHOWN HEREON ARE REFERENCED TO A PREVIOUS SURVEY BY SCHUMER'S PROFESSIONAL SURVEYING, INC DATED 5-5-2008 AND NUMBERED 08F-022 DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION
- 2 NO TITLE SEARCH TITLE OPINION OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY THERE MAY BE DEEDS OF RECORD UNRECORDED EEDS EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY
- 3 IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE 'X', AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY FLORIDA, COMMUNITY PANEL NUMBER 12033C0035G, EFFECTIVE DATE OF SEPTEMBER 26, 2006
- 4 VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON
- 5 VISIBLE UTILITIES ARE AS SHOWN HEREON
- 6 VISIBLE ENCROACHMENTS ARE AS SHOWN HEREON
- 7 THIS IS A NEW PARCEL SURVEYED PER THE CLIENTS REQUEST THE PARENT TRACT DESCRIPTION IS RECORDED IN OFFICIAL RECORD BOOK 6415 AT PAGE 249 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY FLORIDA
- 8 THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP
- 9 THIS SURVEY IS CERTIFIED TO MR STEVE HANKS
- 10 THE SUBJECT PROPERTY SHOWN HEREON DOES NOT APPEAR TO HAVE ACCESS TO THE ADJACENT COUNTY ROADWAY (ASHCRAFT ROAD) AS PER MAPS OF RECORD

SURVEYOR'S CERTIFICATION

The survey shown hereon was prepared in compliance with the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17 Florida Administrative Code, pursuant to Section 471.027 Florida Statutes to the best of my knowledge and belief

Mark A. Norris
 MARK A. NORRIS
 PROFESSIONAL SURVEYOR AND MAPPER
 LICENSE NO 6211
 2/22/12

REBOL-BATTLE & ASSOCIATES
 CIVIL AND ENVIRONMENTAL ENGINEERS
 2501 N. HIGHWAY 90A, SUITE 301
 PANAMA CITY, FLORIDA 32360
 TELEPHONE 850.433.0400 FAX 850.433.0448
 E-MAIL 850.433.0487 LTR018

BOUNDARY SURVEY
 PREPARED FOR: MR. STEVE HANKS
 REQUESTED BY: MR. STEVE HANKS

BOUNDARY SURVEY
 PROJECT: 2012-020
 DRAWN BY: CBD
 CHECKED BY: MAN
 SCALE: 1" = 100'
 F.B. 12-1
 PG. 30
 DATE: 2-13-2012

BOUNDARY SURVEY
 SURVEY FOR: MR. STEVE HANKS
 A PORTION OF: RANGE 32 WEST, TOWNSHIP 5 NORTH, COUNTY ESCAMBIA

1 of 1

This document was prepared by:
Stephen G. West, Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

DEED

THIS DEED is made this 13th day of January, 2009, by Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantor), and Kale R. and Donna C. Schneider a/k/a Kale R. and Donna C. Schnieder, husband and wife, whose address is 9061 Bratt Road, Century, Florida 32535 (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee and Grantee's heirs, executors, administrators, successors and assigns forever, the land described as follows:

The Southwest quarter of the Northwest quarter less 660.00 feet square in the Southwest corner thereof; and the Northwest quarter of the Southwest quarter less 660.00 feet square in the Northwest corner thereof; and less 295.20 feet square in the Southwest corner thereof; all in Section 14, Township 5 North, Range 32 West, Escambia County, Florida; and less the following described property for road right-of-way:

Commence at the Southeast corner of the Southwest quarter of the Southwest quarter of the Northwest quarter of Section 14, Township 5 North, Range 32 West, Escambia County, Florida; thence go North 00° 19' 46" West a distance of 47.49 feet to the north right-of-way line of Hanks Road, said point also being the POINT OF BEGINNING; thence go North 86° 23' 17" East along said North right-of-way line a distance of 120.34 feet to a point of curvature of a circular curve being concave to the South and having a radius of 2025.00 feet and a central angle of 03° 16' 57" ; thence go Easterly along the arc of said curve for a distance of 116.01 feet (chord bearing North 88° 01' 46" East ~ chord distance 116.01 feet) to a point of tangency; thence go North 89° 40' 14" East a distance of 415.26 feet; thence departing said North right-of-way line go South 00° 23' 20" East a distance of 58.00 feet to the South right-of-way of said road; thence go South 89° 40' 14" West along said South right-of-way line a distance of 415.32 feet to a point of curvature of a circular curve being concave to the South and having a radius of 1967.00 feet and central angle of 03° 16'

57" ; thence go Westerly along the arc of said curve a distance of 112.69 feet (chord bearing South 88° 01' 46" West ~ chord distance 112.68 feet) to a point of tangency; thence go South 86° 23' 17" West a distance of 123.67 feet; thence departing said South right-of-way line go North 00° 19' 46" West a distance of 10.61 feet to the point of beginning. All lying in Section 14, Township 5 North, Range 32 West, Escambia County, Florida, and containing 0.867 acres, more or less.

Subject to the following:

1. Easement to the United Gas Pipe Line Company.
2. All utilities remaining in place and use.

A portion of Parcel Identification Number 14-5N-32-2301-000-000 (the Property).

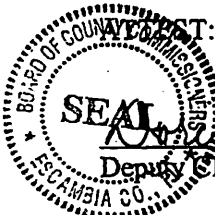
THIS CONVEYANCE IS SUBJECT TO taxes for the year 2009 and subsequent years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board on the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

Marie Young
Marie Young Chairman

Ernie Lee Magaha
Clerk of the Circuit Court



Ernie Lee Magaha
Deputy Clerk

BCC Approved: 4/3/08



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2793

Growth Management Report 13. 5.

BCC Regular Meeting

Public Hearing

Meeting Date: 08/23/2012

Issue: 5:48 p.m. - A Public Hearing - Comprehensive Plan Large Scale Amendment
CPA-2012-02

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

5:48 p.m. - Recommendation Concerning the Review of Comprehensive Plan Amendment (CPA) 2012-02.

That the Board of County Commissioners (BCC) review and approve for transmittal to the Department Of Economic Opportunity, the Comprehensive Plan Amendment (CPA) 2012-02, amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive plan, as amended; amending the Future Land Use Map designation.

At the August 13, 2012 Planning Board meeting, the Board recommended approval of the CPA 2012-02.

BACKGROUND:

Applicant request a Future Land Use (FLU) map amendment to change the future land use category of a 50.24+/- acres portion of 57 (+/-) acre parcel from REC, Recreational to AG, Agricultural. The property was originally owned by Escambia County and sold to the applicant.

The zoning designation for the parcel is currently P, Public and is concurrently going through the quasi-judicial rezoning process requesting VAG-1, Villages Agriculture Zoning.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Stephen West, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

Comprehensive Plan Section 4.07 requires public hearing review by the local planning agency (Planning Board) of any proposed amendment to the plan prior to adoption by the Board of County Commissioners in a subsequent public hearing.

IMPLEMENTATION/COORDINATION:

Upon recommendation by the Planning Board, the Board of County Commissioners will hold a public hearing to review and adopt the amendment package. Upon adoption the Future Land Use Map will be modified to reflect the amendment.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Application Packet for Transmittal

CPA 2012-02

Comprehensive Plan Amendment Staff Analysis

General Data

Project Name: CPA 2012-02 – Hanks Road
Location: Hanks Road
Parcel #s: 14-5N-32-2301-000-000
Acreage: 50.24 (+/-) acres
Request: From Recreational (REC) to Agricultural (AG)
Agent: Escambia County, Agent for Kale and Donna Schneider

Meeting Dates: Planning Board July 9, 2012
BCC July 26, 2012

Summary of Proposed Amendment:

The agent requests a future land use (FLU) map amendment to change the future land use category of a 50.24 (+/-) acre parcel from Recreation Future Land Use to Agricultural Future Land Use. The zoning designation for the referenced parcel is Public.

The subject parcel is dissected North and South by Hanks Road and is adjacent to agricultural parcels.

There is no proposed project for the parcel at this time.

Infrastructure Availability:

FLU 1.5.3 New Development and Redevelopment in Built Areas

To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FLU 2.1.1 Infrastructure Capacities

Urban uses shall be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure

capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

GOAL CMS 1 Concurrency Management System

Escambia County shall adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development.

OBJ CMS 1.1 Level of Service Standards

Ensure that Escambia County's adopted Level of Service (LOS) standards for roadways, mass transit, potable water, wastewater, solid waste, stormwater, public schools and recreation will be maintained.

CMS 1.2.1 Concurrency Determination.

The test for concurrency shall be met and the determination of concurrency shall be made prior to the approval of an application for a development order or permit that contains a specific plan for development, including the densities and intensities of the proposed development. If an applicant fails concurrency, he/she may apply to satisfy the requirements of the concurrency management system through the proportionate fair share program. For applicants participating in the proportionate fair share program, the BCC must approve a proportionate fair share agreement before a certificate of concurrency can be issued. A multi-use Development of Regional Impact (DRI) may satisfy the transportation concurrency requirements of the concurrency management system and of Section 380.06, Florida Statutes, by payment of a proportionate share contribution in accordance with the terms of Section 163.3180(12), Florida Statutes.

The allowable uses under the agricultural future land uses are intended for routine agricultural and silvicultural related activities which are not traffic generators.

If the large scale amendment is approved, the maximum densities for any future new development on the agricultural parcel is one dwelling unit per 20 acres and a non-residential maximum intensity of 0.25 floor area ratio. Any new proposed development will be regulated and must meet the LOS requirements such as roads, wastewater, solid waste, stormwater, potable water, irrigation water and other standards under the Concurrency Management System. It will necessitate for the applicant to provide the required analysis in support of the proposed project as required by the Escambia County Comprehensive Plan and Land Development Code. The completed application packet will then be reviewed and evaluated for concurrency as part of the site development review process. The applicant is not proposing any development at this time; therefore, staff is unable to produce the required analysis.

ANALYSIS OF SUITABILITY

Suitability: *The degree to which the existing characteristics and limitations of land and water are compatible with a proposed use or development.*

Bratt-Davisville Water System, Inc. is the water provider for the area. Any agricultural use would be compatible with the existing surrounding parcels. Agricultural uses are common within this area in Escambia County and water provider LOS appear adequate to support agricultural lands. The applicant is not proposing any development at this time; therefore, staff is unable to produce the required analysis. Should the large scale amendment be granted, the character of the undeveloped land, soils, topography, natural resources, and historic resources on site will be considered for any future new development as part of the site plan review process.

Urban Sprawl:

A development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner, and failing to provide a clear separation between urban and rural uses.

For determining if the amendment discourages the proliferation of urban sprawl, it must incorporate a development pattern or urban form that achieves four or more of the eight criteria listed.

The agricultural nature of the land would be compatible with the surrounding parcels. By allowing the change of the Future Land Use from public to Agricultural, Escambia County is promoting rural strategies, by protecting agriculture, silviculture and related activities, protecting and preserving natural resources and guiding new development toward existing rural communities. Under the agricultural designation, the current one dwelling unit per 20 acres density allowed, will regulate and decrease the proliferation of urban sprawl. The applicant is not proposing any development at this time; therefore, staff is unable to produce the required analysis. If the large scale amendment is approved, any future new development on the parcel must meet the LOS requirements, Concurrency Management System standards and will necessitate for the applicant to provide the required analysis in support of the proposed project, as required by the Escambia County Comprehensive Plan and Land Development Code. The completed application packet will then be reviewed and evaluated for concurrency as part of the site development review process.

Comprehensive Plan Consistency and Relevant Policies:

FLU 3.1.5 New Rural Communities. To protect silviculture, agriculture and agriculture-related activities Escambia County shall not support the establishment of new rural communities.

FLU 3.1.6 Residential Clustering. Clustering of residential units in the Agriculture (AG) and Rural Community (RC) future land use categories shall only be permitted for subdivisions of 10 or more dwelling units, with preservation of at least 80 percent of the project site in a perpetual conservation easement as contemplated in, Section 704.06, F.S., and in conjunction with a PUD to ensure the project is compatible with surrounding

properties and protects the rights of adjacent property owners. The minimum lot size shall be ¼ acre and the maximum residential density permitted in the future land use category shall not be exceeded.

CON 1.3.3 Silviculture Management Practices. Escambia County shall allow silviculture and unimproved pastures within wetland areas provided the activities follow the BMPs as outlined in the current Silviculture Best Management Practices publications (Florida Department of Agriculture and Consumer Services, Division of Forestry).

CON 1.8.5 Carbon Sequestration. Escambia County shall promote retention of agriculture and timber production, as these uses sequester carbon emissions, thereby improving the air quality of the County.

The current existing land use is unimproved agricultural which meets the intent of the Comprehensive Plan. By allowing the Future Land Use map change from Public to Agricultural, the county is promoting uses that would improve the air quality for the residents of the county. The applicant is not proposing any development at this time; therefore, staff is unable to produce the required analysis. If the large scale amendment is approved, any future new development on the parcel must meet the LOS requirements, Concurrency Management System standards and will necessitate for the applicant to provide the required analysis in support of the proposed project as required by the Escambia County Comprehensive Plan and Land Development Code. The completed application packet will then be reviewed and evaluated for concurrency as part of the site development review process.

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: CPA 2012-01 Hanks Road

Date: 6/15/2012

Date requested back by: 6/18/2012

Requested by: JC Lemos

Phone Number: 595-3467



(LEGAL USE ONLY)

Legal Review by *[Signature]*

Date Received: *June 16, 2012*

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:

*Turned changes to format on wording.
note that effective date for larger scale
amendments is governed by section 163.3184 (3)(c) of
Florida Statutes*

ORDINANCE NO. 2012-___

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AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," PROVIDING FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 14, TOWNSHIP 5N, RANGE 32W, PARCEL NUMBER 2301-000-000, TOTALING 50.24 (+/-) ACRES, LOCATED OFF THE NORTH PORTION OF HANKS ROAD AND SOUTH OF ASHCRAFT ROAD, FROM RECREATIONAL (REC) TO AGRICULTURAL (AG); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on January 20, 2011; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

1 **Section 1. Purpose and Intent**

2
3 This Ordinance is enacted to carry out the purpose and intent of, and exercise the
4 authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215,
5 Florida Statutes.
6

7
8 **Section 2. Title of Comprehensive Plan Amendment**

9
10 This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment
11 2012-02."
12

13
14 **Section 3. Changes to the 2030 Future Land Use Map**

15
16 The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the
17 Escambia County Code of Ordinances, the Escambia County Comprehensive Plan:
18 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all
19 notations, references and information shown thereon, is further amended to include the
20 following future land use change:
21

22 Parcel identification number 14-5N-32-2301-000-000, totaling 50.24 (+/-)
23 acres, as more particularly described by Victor G. Schumer, Schumer's
24 Professional Surveying, Inc., in the boundary survey dated May 5, 2008,
25 attached as Exhibit A, from Recreational (REC) to Agricultural (AG).
26

27
28 **Section 4. Severability**

29
30 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
31 unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect
32 the validity of the remaining portions of this Ordinance.
33

34
35 **Section 5. Inclusion in the Code**

36
37 It is the intention of the Board of County Commissioners that the provisions of this
38 Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that
39 the sections, subsections and other provisions of this Ordinance may be renumbered or
40 relettered and the word "ordinance" may be changed to "section," "article," or such other
41 appropriate word or phrase in order to accomplish such intentions.
42
43

1 **Section 6. Effective Date**

2
3 Pursuant to Section 163.3184(3)(c) 4, Florida Statutes, this Ordinance shall not become
4 effective until 31 days after the Department of Economic Opportunity notifies Escambia
5 County that the plan amendment package is complete. If timely challenged, this
6 Ordinance shall not become effective until the Department of Economic Opportunity or
7 the Administration Commission enters a final order determining the Ordinance to be in
8 compliance.
9

10
11 **DONE AND ENACTED** this _____ day of _____, 2012.

12
13 BOARD OF COUNTY COMMISSIONERS
14 OF ESCAMBIA COUNTY, FLORIDA

15
16
17 By: _____
18 Wilson B. Robertson, Chairman

19
20 ATTEST: ERNIE LEE MAGAHA
21 CLERK OF THE CIRCUIT COURT

22
23
24 By: _____
25 Deputy Clerk

26
27
28 (SEAL)

29
30 ENACTED:

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32 FILED WITH THE DEPARTMENT OF STATE:

33
34 EFFECTIVE DATE:
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AG

ASHCRAFT RD

SSA-2012-02

REC

AG

AG

HANKS RD

REC

50.24 ACRES

AG

AG

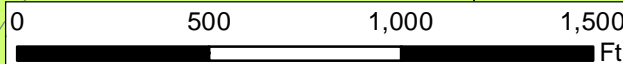
WIGGINS LN



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

CPA-2012-02 EXISTING FLU



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- PARCELS



AG

ASHCRAFT RD

SSA-2012-02

AG

AG

HANKS RD

PROPOSED AG
50.24 ACRES

AG

AG

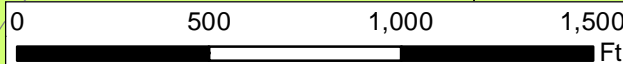
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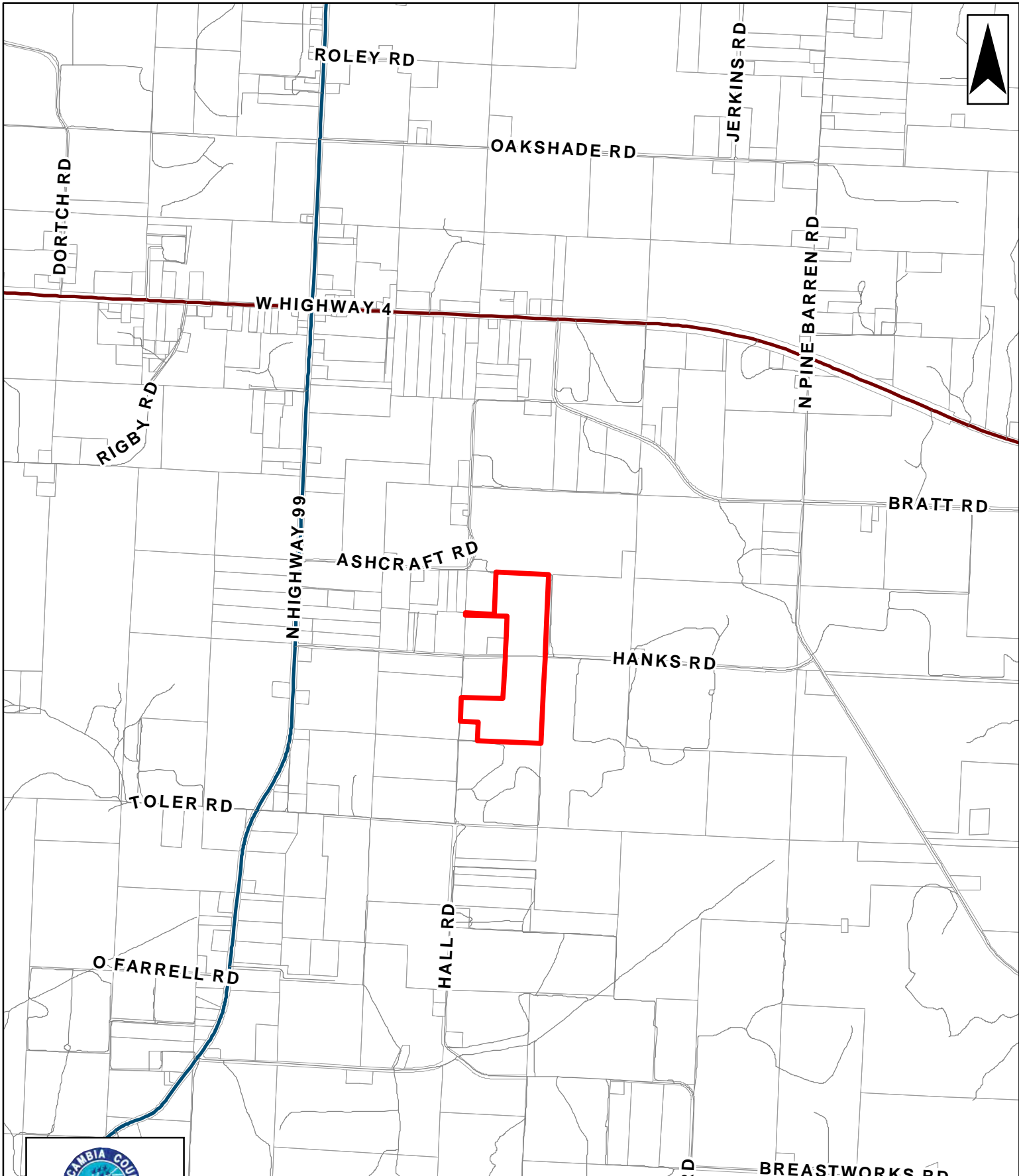

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Andrew Holmer
Planning and Zoning Dept.

CPA-2012-02 PROPOSED FLU



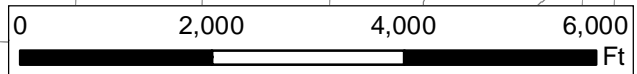
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  PARCELS

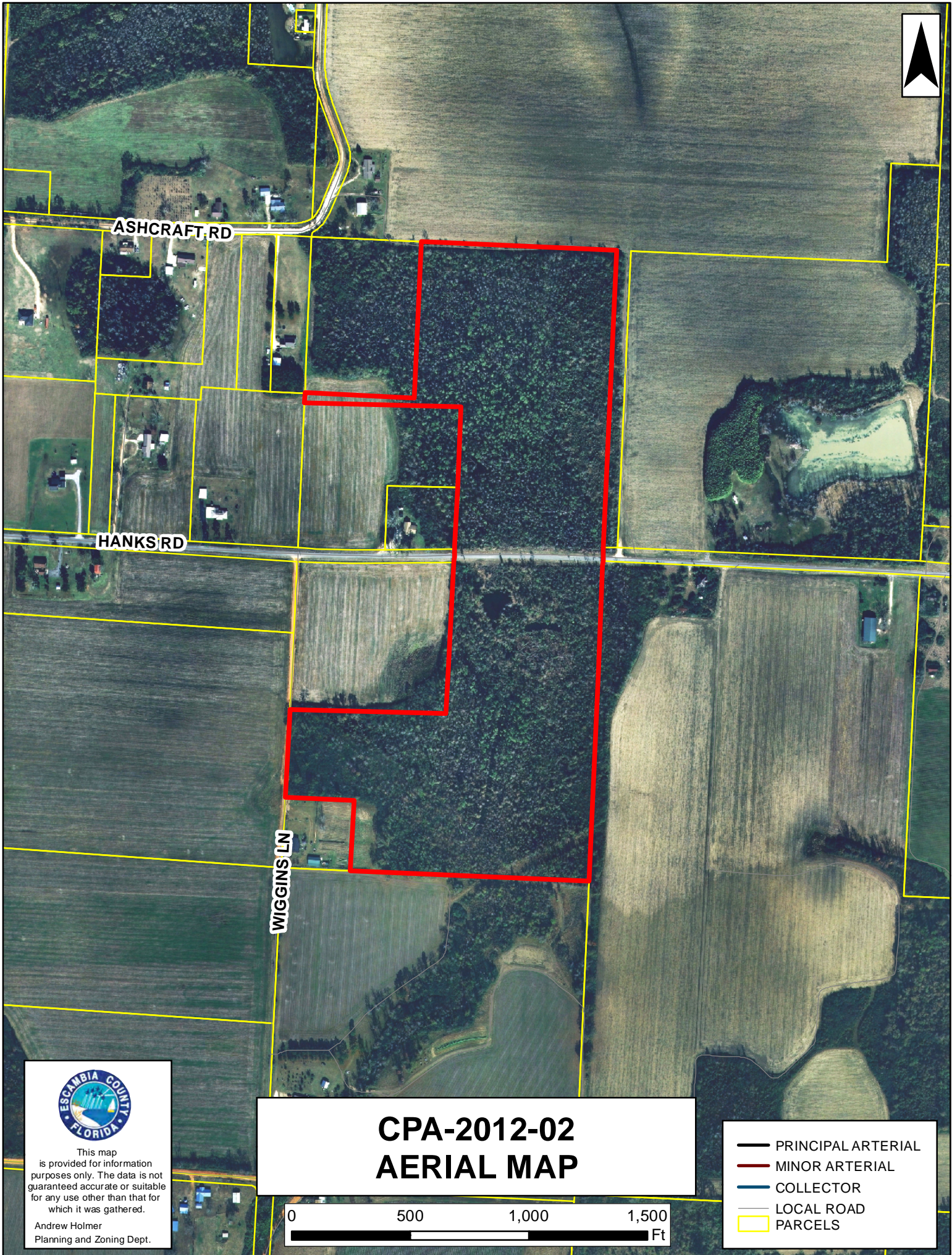
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

CPA-2012-02 SURROUNDING ROADS



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- PARCELS








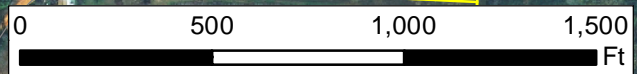

ASHCRAFT RD

HANKS RD

WIGGINS LN

CPA-2012-02 AERIAL MAP

-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  PARCELS

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.



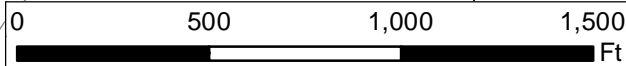
ASHCRAFT RD

HANKS RD

WIGGINS LN

CPA-2012-02 WETLANDS MAP

-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  PARCELS
-  WETLANDS_2006



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.



LOOKING EAST



LOOKING NORTHEAST



LOOKING WEST



LOOKING SOUTH

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____
LARGE SCALE FLU AMENDMENT X

Current FLU: REC Desired FLU: AG Zoning: P Taken by: A Cami

Planning Board Public Hearing, date(s): 7/9/12

BCC Public Hearing, proposed date(s): 7/26/12

Fees Paid NA Receipt # _____ Date: _____

OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL

Name: Kale Schneider

Address: 9061 Bratt Rd

City: Century State: FL Zip Code: 32535

Telephone: (850) 327-6519

Email: _____

DESCRIPTION OF PROPERTY:

Street address: Hanks Rd

Subdivision: NA

Property reference number: Section 14 Township 5N Range 32

Parcel 2301 Lot 000 Block 000

Size of Property (acres) 50.24 (+/-) acres

**AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR
FUTURE LAND USE CHANGE REQUEST**

By my signature, I hereby certify that:

- 1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and
- 4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and
- 5) I authorize County Staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection; and
- 6) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

Kale Schneider Kale Schneider 5-10-12
Signature (Property Owner) Printed Name Date

Donna C Schneider
Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Address: 9061 Brent Rd

City: Century State: FL Zip: 32535

Telephone (850) 327-6519 Fax # () _____ - _____

Email: _____

STATE OF Florida
COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 10th day of May, year of 2012 by, Kale Schneider + Donna Schneider who () did () did not take an oath. He/she is () personally known to me, (X) produced current Florida/Other driver's license, and/or () produced current 715536516 44 1880 as identification.

Margaret A Cain 5/10/12 Margaret A. Cain
Signature of Notary Public Date Printed Name of Notary

My Commission Expires _____ Commission No. DD919789
(Notary seal must be attached)



AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at _____,
Pensacola, Florida, Property Reference Number(s) _____,

I hereby designate _____, for the sole purpose of completing this application
and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the
Board of County Commissioners, to request a change in the Future Land Use on the above
referenced property.

This Limited Power of Attorney is granted on this _____ day of _____, the year of
_____, and is effective until the Board of County Commissioners has rendered a decision on
this request and any appeal period has expired. The owner reserves the right to rescind this
Limited Power of Attorney at any time with a written, notarized notice to the Planning and
Engineering Department.

Signature of Property Owner Date Printed Name of Property Owner

Signature of Agent Date Printed Name of Agent

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, year of
_____, by _____ who () did () did not take an
oath.

He/she is () personally known to me, () produced current Florida/Other driver's license,
and/or () produced current _____ as
identification.

Signature of Notary Public Date Printed Name of Notary Public

Commission Number _____ My Commission Expires _____

(Notary seal must be affixed)

**FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT**

Project name:

Property reference #: Section 14 Township 5N Range

Parcel # 32-2301-600-000

Project Address:

Henko Rd

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning/reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

- (1) The necessary facilities and services are in place at the time a development permit is issued; or
- (2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or
- (3) The necessary facilities are under construction at the time a permit is issued; or
- (4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or
- (5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.
- (6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 10th DAY OF May, 2012

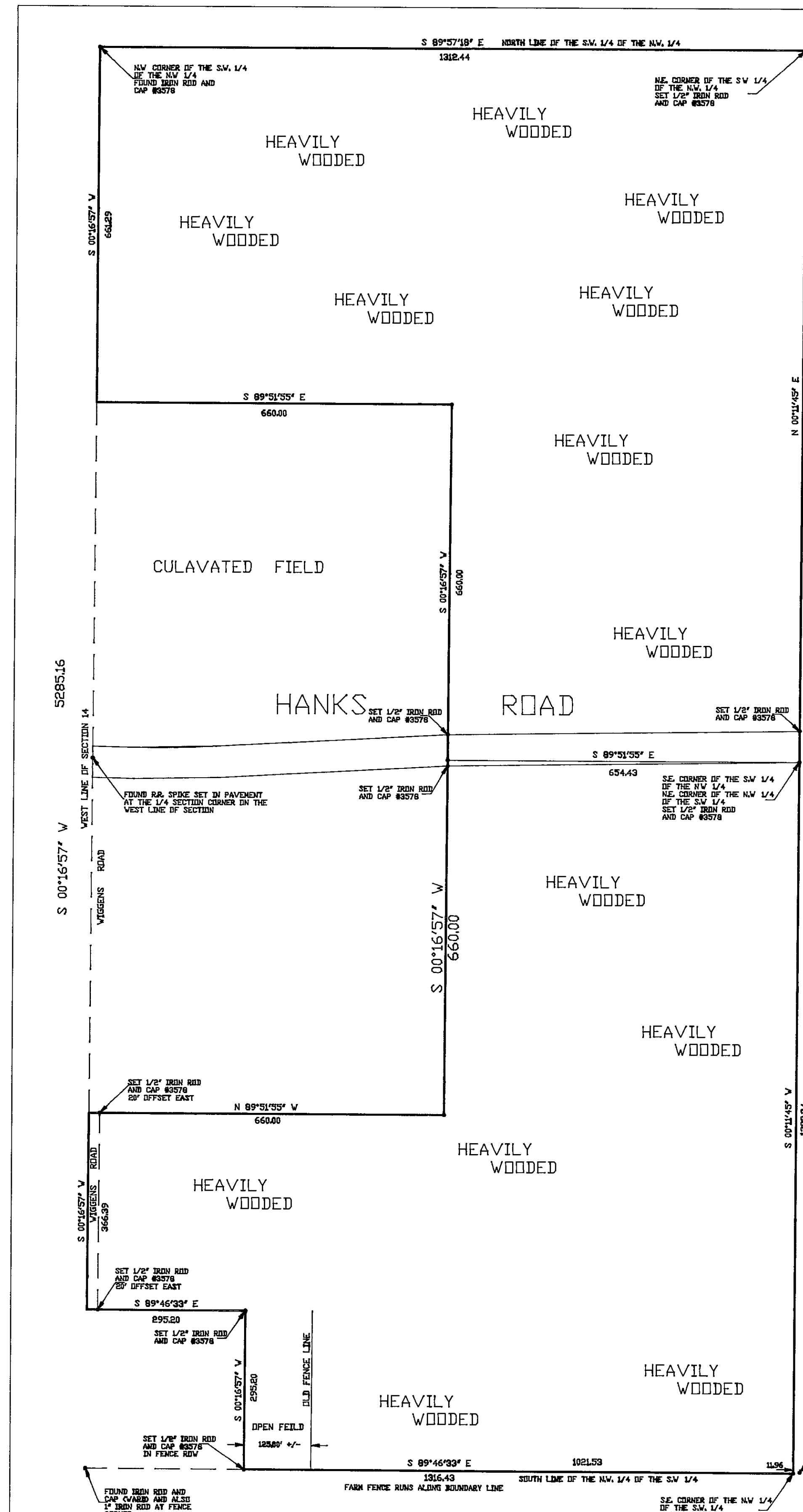
<u>Kate Schindler</u>	<u>Kate Schneider</u>
Owner's signature	Owner's name (print)
<u>Donna C. Schneider</u>	<u>Donna C. Schneider</u>
Agent's signature	Agent's name (print)

DATA AND ANALYSIS REQUIREMENTS

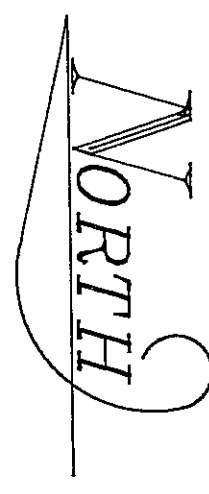
1. A comparative analysis of the impact of both the current and the proposed future land use categories on the following items, presented in tabular format, based on data taken from professionally accepted existing sources, such as the US Census, State University System of Florida, National Wetland Inventory Maps, regional planning councils, water management districts, or existing technical studies. The data should show that the infrastructure is available to support the most intense development allowed under the requested Future Land Use category, regardless of what type of development is proposed.
 - A. Sanitary Sewer
 - B. Solid Waste Disposal
 - C. Potable Water
 - D. Stormwater Management
 - E. Traffic
 - F. Recreation and Open Space
 - G. Schools

The data and analysis should also support the requested future land use category by reflecting a need for that category. For example, a future land use request from Agricultural to Residential would need an analysis demonstrating the need for additional Residential acreage in the County.

2. Proximity to and impact on the following:
 - A. Wellheads (indicate distance and location to nearest wellhead)
 - B. Historically significant sites (available from University of West Florida)
 - C. Natural Resources, including wetlands (a wetlands survey is highly recommended if wetlands are located on the property)
3. An analysis of consistency with the Escambia County Comprehensive Plan, with reference to applicable sections therein



NORTH ASSUMED - BEARINGS SHOWN ARE BASED ON THE WEST LINE OF SECTION BEING S 00°16'57\"/>



LEGAL DESCRIPTION

THE S.W. 1/4 OF THE N.W. 1/4 OF SECTION 14, T-5-N, R-32-W, ESCAMBIA COUNTY, FLORIDA, LESS AND EXCEPT 660.00' SQUARE IN THE S.W. CORNER. AND ALSO THE N.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION, LESS AND EXCEPT 660.00' SQUARE IN THE N.W. CORNER, AND LESS 295.20' SQUARE IN THE S.W. CORNER LESS AND EXCEPT ROAD RIGHT-OF-WAY FOR ' HANKS ROAD '.

NOTE: THIS SURVEY WAS PREPARED FOR THE CLIENT AND PURPOSE AS SHOWN USAGE FOR ANY OTHER PURPOSES REPRODUCTIONS - IN WHOLE OR IN PART SHALL NOT BE MADE WITHOUT THE EXPLICIT WRITTEN PERMISSION OF THE SURVEYOR. THIS SURVEY DOES NOT REFLECT OF DETERMINE OWNERSHIP.

V.G. SCHUMER R.L.S.
 89 OLIVE ROAD
 PENSACOLA, FLORIDA 32514
 PHONE (850) 478-0088
 FAX (850) 478-0088

WHEN YOU WANT EXPERIENCE & HONESTY SPECIALIZING IN RURAL SURVEYING & SUBDIVISION LAYOUT

SCHUMER'S PROFESSIONAL SURVEYING INC. L.B. # 6471

SEC. 14 T-5-N R-32-W RECORDED IN BOOK # P

LEGAL DESCRIPTION AS FURNISHED BY CLIENT - FENCES AND ENCROACHMENTS ARE SHOWN OR NOTED - NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAYS AND OWNERSHIP WERE FURNISHED TO THE SURVEYOR EXCEPT AS SHOWN. NO INSTRUMENTS OR DISTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN - NO ATTEMPT HAS BEEN MADE BY THE SURVEYOR OR FIRM TO CONDUCT A TITLE RECORDS SEARCH FOR THIS SITE OR THE ADJOINING PROPERTY. - ALL MEASUREMENTS AND/OR CALCULATIONS WERE MADE IN ACCORDANCE TO UNITED STATES STANDARDS AND/OR UNITED STATES COAST AND GEODETIC DATUM - DISTANCES ARE IN FEET, TENTHS OF A FOOT, AND HUNDRETHS. THIS SURVEY IS NOT VALID UNLESS STAMPED WITH AN EXHIBIT # SEEN.

TYPE SURVEY: **BOUNDARY SURVEY**

FOR: **KALE SCHEDER**

SCALE 1"= 150' DATE 5-5-2008 FILED DATE 5-2-2008
 JDB # 08F-022 F.B.F-94 P 69-71 REV
 DWN VIC REV.

I HEREBY CERTIFY THAT THE SURVEY HEREIN TO BE TRUE AND CORRECT AND MEETING CHAPTER 61, GOV. STAT. AND FLORIDA STATUTES 472 AS SET BY THE BOARD OF LAND SURVEYORS TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Victor G. Schumer
VICTOR G. SCHUMER
 REGISTERED SURVEYOR #3578 STATE OF FLORIDA



May 7, 2012

Kale Schneider
9061 Bratt Road
Century, FL 32535

Via E-mail

**Re: *Flagged Non-Binding Wetland Jurisdictional Determination
+/- 57 Acres Hanks Road, Escambia County, Florida
WSI Project #2012-099***

Dear Mr. Schneider,

As requested, Wetland Sciences, Inc. has completed a flagged wetland jurisdictional determination within the above referenced parcel. Wetland Sciences, Inc. did identify a large jurisdictional wetland complex (See attached sketch). This wetland complex will fall within the regulatory jurisdiction of the US Army Corps of Engineers (Corps) under **33 CFR 320-330**, the Florida Department of Environmental Protection (DEP) under **Chapter 62-340 F.A.C.** and Escambia County under **LDC Section 7.13.00**.

Please be advised that various development activities within the jurisdictional wetlands, such as filling, mechanical land-clearing, and construction of some piling supported structures will require permitting from the State of Florida Department of Environmental Protection, the United States Army Corps of Engineers, and Escambia County, Florida.

Also be advised, the information presented within this report represents the professional opinion of the scientist that performed the work and is intended to furnish the client with a rough approximation of the status of wetland resources on the site under consideration. It is the responsibility of the regulatory agencies to verify our approximation before this determination can be considered legally binding. Although the above-cited conclusions are provided with some degree of confidence, it is essential that field confirmations authenticate our findings.

This does not preclude the development of the subject parcel. It is inevitable that development of the lot will require the dredging or filling of wetlands located on the property. As you may or may not know the agencies which regulate wetlands evaluate permits on the basis of avoidance and minimization, practical alternatives, and mitigation.

If you have any questions, please do not hesitate to contact me at (850) 453-4700.

WETLAND SCIENCES, INC.

Jason Taylor
Environmental Scientist

Copies furnished: FDEP, Jared Searcy
File

Enclosures: As indicated

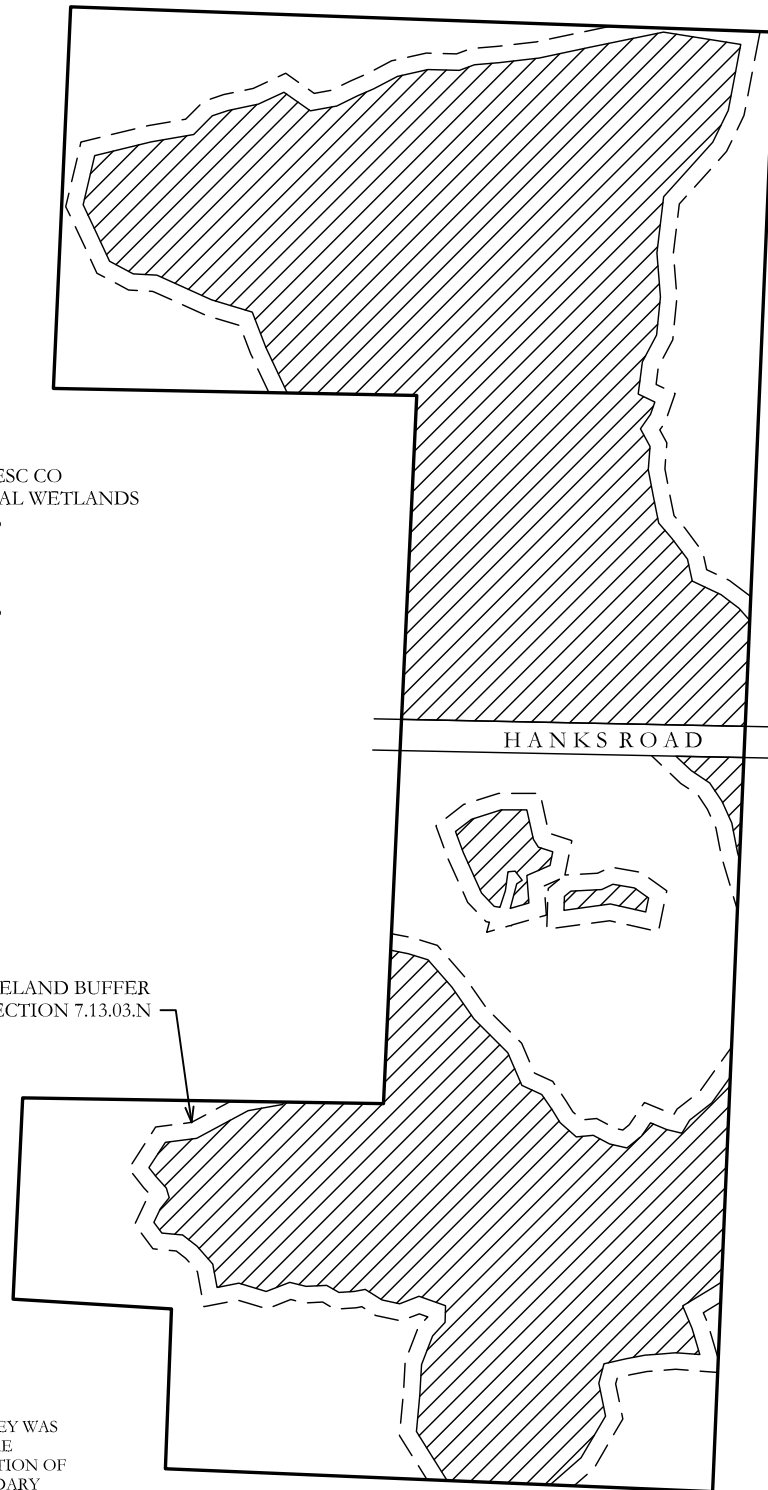


OVERALL JURISDICTIONAL WETLAND SKETCH DEPICTED ONTO AERIAL	
PROJECT #2012-099	DATE: MAY 4, 2012
DRAWN BY: JAT	SCALE: 1" = 350'

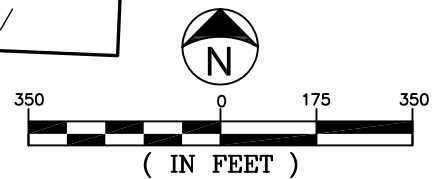
 CORPS/FDEP/ESC CO
JURISDICTIONAL WETLANDS
+/- 21.38 ACRES

UPLANDS
+/- 35.59 ACRES

ESCAMBLIA CO 30-FT WELAND BUFFER
PER LDC SECTION 7.13.03.N



NOTE: THIS IS NOT A SURVEY. SINCE A SURVEY WAS NOT PROVIDED CERTAIN ASSUMPTIONS WERE MADE IN THE FIELD REGARDING THE LOCATION OF PROPERTY CORNERS. THE PROPERTY BOUNDARY SHOWN ON THIS SKETCH WAS OBTAINED FROM THE ESCAMBLIA COUNTY PROPERTY APPRAISER. THIS SKETCH SHOULD BE CONSIDERED APPROXIMATE UNLESS VERIFIED BY A SURVEY OR OTHER MEANS.



OVERALL JURISDICTIONAL WETLAND SKETCH

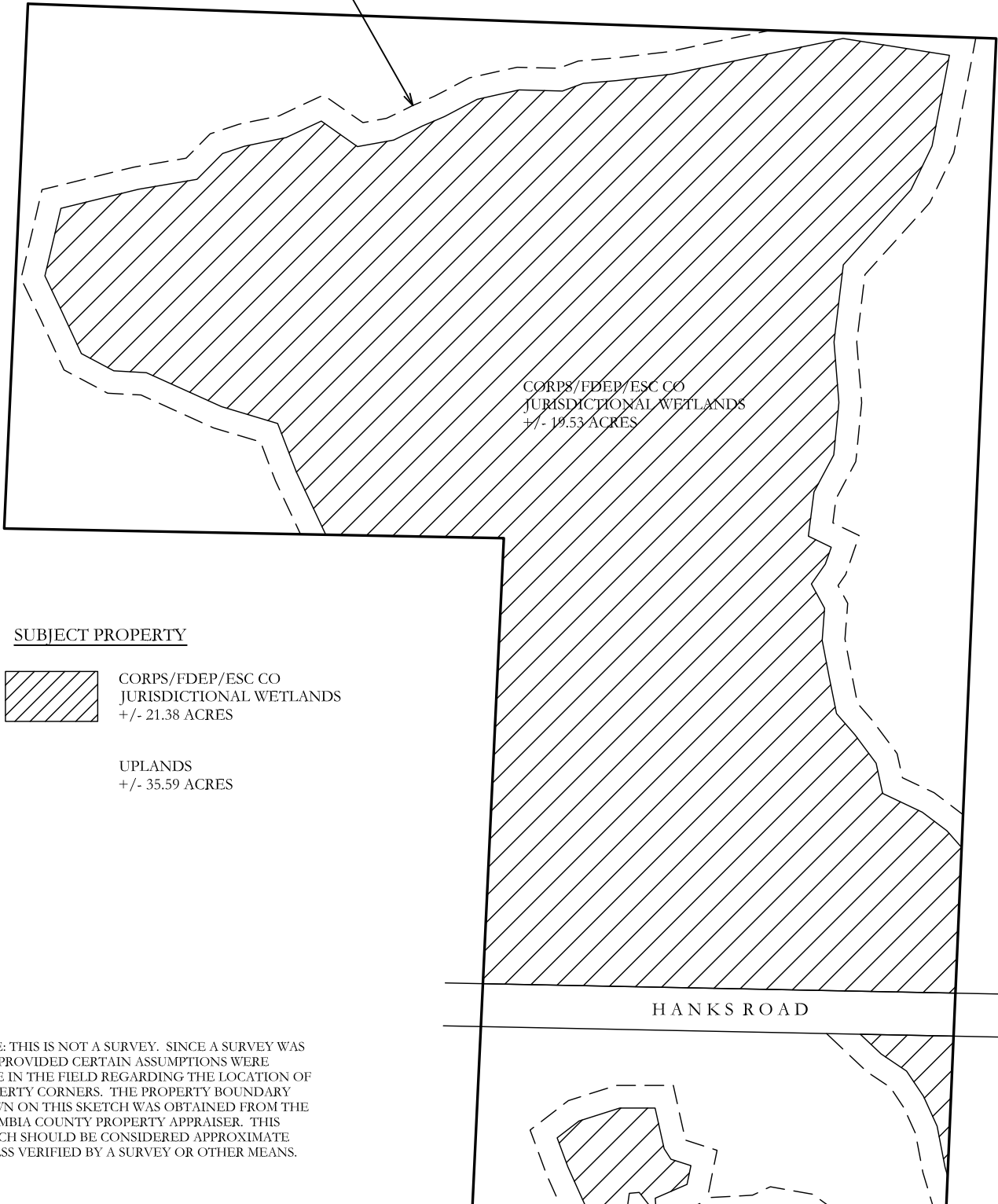
PROJECT #2012-099

DATE: MAY 4, 2012

DRAWN BY: JAT

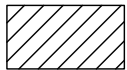
SCALE: 1" = 350'

ESCAMBIA CO 30-FT WELAND BUFFER
PER LDC SECTION 7.13.03.N



CORPS/FDEP/ESC CO
JURISDICTIONAL WETLANDS
+/- 19.53 ACRES

SUBJECT PROPERTY



CORPS/FDEP/ESC CO
JURISDICTIONAL WETLANDS
+/- 21.38 ACRES

UPLANDS
+/- 35.59 ACRES

HANKS ROAD

NOTE: THIS IS NOT A SURVEY. SINCE A SURVEY WAS NOT PROVIDED CERTAIN ASSUMPTIONS WERE MADE IN THE FIELD REGARDING THE LOCATION OF PROPERTY CORNERS. THE PROPERTY BOUNDARY SHOWN ON THIS SKETCH WAS OBTAINED FROM THE ESCAMBIA COUNTY PROPERTY APPRAISER. THIS SKETCH SHOULD BE CONSIDERED APPROXIMATE UNLESS VERIFIED BY A SURVEY OR OTHER MEANS.



CLOSE-UP OF PARCEL NORTH OF HANKS ROAD

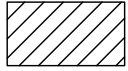
PROJECT #2012-099

DATE: MAY 4, 2012

DRAWN BY: JAT

SCALE: 1" = 200'

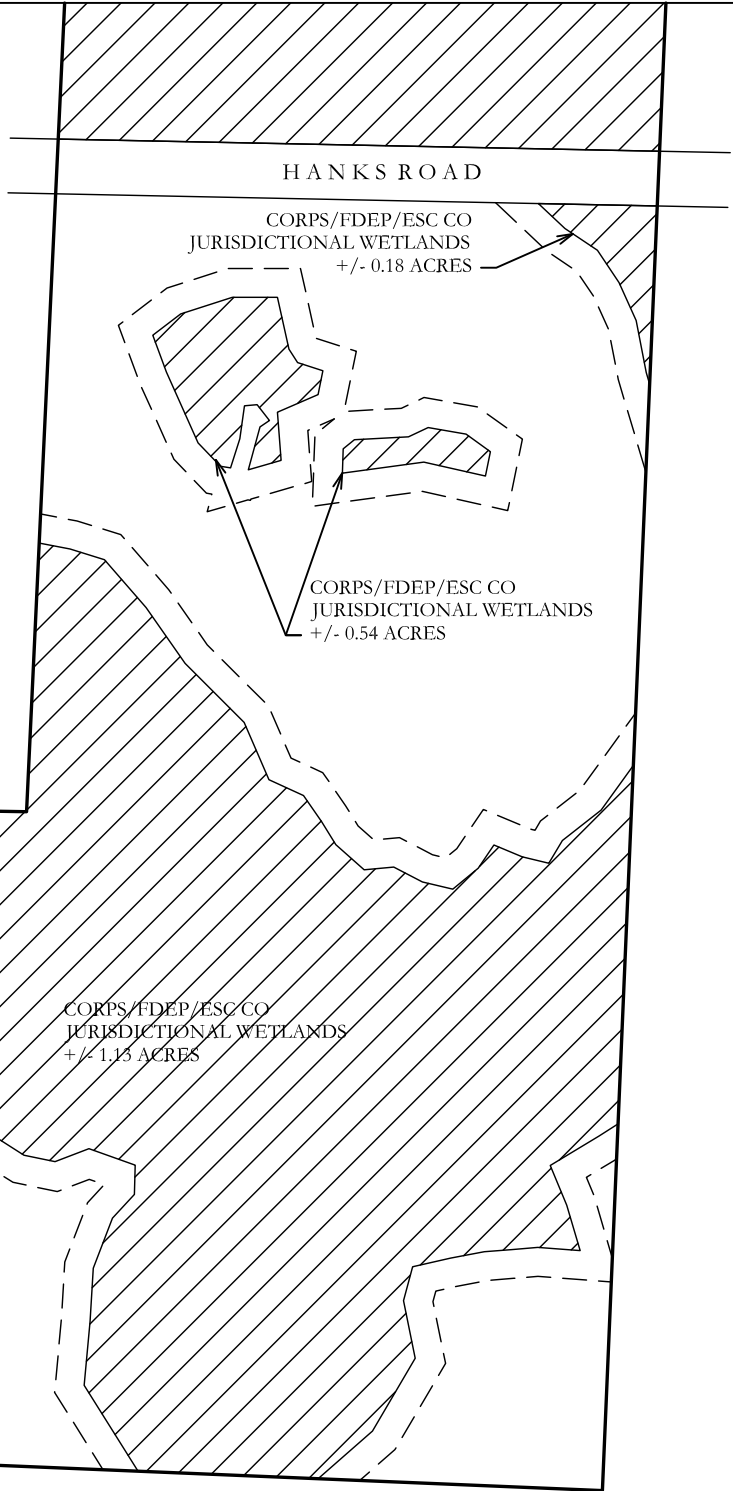
SUBJECT PROPERTY



CORPS/FDEP/ESC CO
JURISDICTIONAL WETLANDS
+/- 21.38 ACRES

UPLANDS
+/- 35.59 ACRES

ESCAMBIA CO 30-FT WELAND BUFFER
PER LDC SECTION 7.13.03.N



NOTE: THIS IS NOT A SURVEY. SINCE A SURVEY WAS NOT PROVIDED CERTAIN ASSUMPTIONS WERE MADE IN THE FIELD REGARDING THE LOCATION OF PROPERTY CORNERS. THE PROPERTY BOUNDARY SHOWN ON THIS SKETCH WAS OBTAINED FROM THE ESCAMBIA COUNTY PROPERTY APPRAISER. THIS SKETCH SHOULD BE CONSIDERED APPROXIMATE UNLESS VERIFIED BY A SURVEY OR OTHER MEANS.



CLOSE-UP OF PARCEL SOUTH OF HANKS ROAD

PROJECT #2012-099

DATE: MAY 4, 2012

DRAWN BY: JAT

SCALE: 1" = 200'



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2311 **Growth Management Report** **13. 1.**
BCC Regular Meeting **Action**

Meeting Date: 08/23/2012

Issue: At- Large Appointment to the Escambia County Board of Adjustment

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Appointment of an At-large Board of Adjustment Member

That the Board approve appointing one of the following nominees to the Escambia County Board of Adjustment at-large position, effective August 24, 2012 through April 5, 2014, to fill the unexpired term of CDR John N. Lund, USN (Ret.):

A. James Joseph Faxlanger; or

B. Bill Stromquist

BACKGROUND:

The Escambia County Land Development Code, Article 2, Section 2.03.02 and 2.03.03 specify two-year staggered terms of office for at-large members of the Board of Adjustment. CDR John N. Lund, USN (Ret.), has resigned and his term of office expires April 5, 2014, and requires appointment of a new at-large member. The nominees have expressed a desire to serve on the Escambia County Board of Adjustment and their resumes are attached for your review.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with the Section 1,B.1. Appointment Policy and Procedures, the Board of County Commissioners' Policy Manual, Board approval is required for all appointments/reappointments to Boards/Committees established by the Board of County Commissioners. The requested action complies with the LDC Article 2, Section 2.03.02 and Section 2.03.03, pertaining to terms of office for at-large members of the BOA.

IMPLEMENTATION/COORDINATION:

Upon appointment of the at-large member by the Board, the appointee will serve the required terms of office and fulfill the duties of their respective board membership.

Attachments

Bill Stromquist Resume

James J. Faxlander Resume

Ballot

July 25, 2012

Commissioner Gene Valentino
221 Palafox Place
Pensacola, FL 32507

RE: Escambia County Board of Adjustments

Dear Commissioner Valentino,

I wish to be considered for the opening on the Escambia County Board of Adjustments. I feel that with my experience with the Land Development Code, County Zoning and knowledge of development issues, I would be an asset for the county on this important committee.

Sincerely,

Bill Stromquist

Bill Stromquist
5549 Garcon Blvd
Pensacola, FL 32507
(850) 324-3679

Professional / Objective:

To contribute to the continued growth and success of the community and surrounding area.

Experience:

2006 – Present

Board of Directors CFO Perdido Key Area Chamber
Board of Directors Alabama Gulf Coast Zoo
Chairman Secret Santa, Inc
American Yachting Sales Associate
Development Consultant

1995 - 2005

Executive Director, Perdido Key Area Chamber of Commerce. Worked on County Committees to review Land Development Code, County Zoning, Consolidation and Perdido Key Neighborhood Plan. Consulted on numerous development projects in the Perdido area. EOC Rep for Perdido Key. Coordinated Rebuild of Perdido Infrastructure after Hurricane Ivan.

September 1990 - 1994

UNC Aviation Service Naval Air Station, Pensacola, Florida
Forman, Combined Aircraft Division
Foreman, Maintenance Control
Release Aircraft Safe for Flight

September 1989 - 1990

Dyncorp Aerospace Operations Naval Air Station, Pensacola, FL

Transferred as avionics mechanic, promoted to Leadman during phase-in period of combined electrical and electronics work center. Collateral Duty Inspector all electrical and electronics systems. Authorized to release aircraft safe for flight.

1985 – September 1989

Dyncorp Aerospace Operations Naval Air Station, Meridian, MS

Avionics Senior Technician, in- flight maintenance combined aircraft, power plants, electronics, electrical and egress work center. Worked on all aircraft systems in this work center. I was combined electronics and electrical shop senior lead for 2 ½ years and aircraft maintenance senior Leadman for 6 months. Collateral duty Inspector or QAR during entire time frame. Have done extensive work with laser gun systems during this time frame also. I was also authorized to sign off aircraft released safe for flight.

Bill Stromquist
Page 2

1964 – 1985

United States Navy

Aviation Electronics Technician (E6 Retired) – Worked on Communication, Navigation, Electronic Countermeasures and Electrical Systems Organizational Maintenance on S2-F, A7-E, RA5-C, A4-C and T2-C Aircraft. Worked intermediated Level Maintenance on Doppler Radar, Sate Programmers, UHF's, Tacans, ICS, Radar Altimeters, IFF, Mini-Base, ADF, ILS and ACLS Systems.

1961-1964

Western Electric Corporation, North Andover, Mass

Worked as Stock Handler, then Stock Clerk and was doing Crystal Quartz X-Raying when I left to join the military.

Education:

1967 – 1969 Naval Enlisted Scientific Education Program
Purdue University, West Lafayette, IN
Electrical Engineering, No Degree

1983 – 1984 Embry Riddle, Meridian Branch Aviation Law (Grade A) 3 Credits
Introduction to Management (Grade A) 3 Credits
Airport Development and Operations (Grade B) 3 Credits

1984 C.L.E.P.
Humanities 6 Credits
English 6 Credits

1999 West Florida Leadership Academy, University of West Florida

JAMES JOSEPH FAXLANGER
4159 Erika Ct.
Pensacola, FL, 32526
(850) 698-7695
E-mail: jjfaxlanger@panhandle.rr.com

Ladies and Gentlemen:

I believe that you will find me a promising candidate for service on the Board of Adjustments of Escambia County Florida. My formal education in Business Administration coupled with vast health care, accounting, and sales experience, provided me the necessary tools to be an asset.

Currently I work as the Director of Wound Care and Hyperbarics at Santa Rosa Medical Center. I ensure compliance and review of current medical protocols that relate to clinical practices. Successful in staffing flexibility necessary to achieve strategic plans in the field of outpatient and inpatient wound care as noted by receiving performance bonuses in all four quarters of 2008. As Interim Director of Business Development, was responsible for increasing market share through joint ventures, physician recruitment, and comprehensive marketing plan execution with supporting metrics that support success.

I have a solid working knowledge of the execution of cultural changes and their proven successes; both clinically and fiscally.

Formally trained and experienced in hyperbaric medicine, both operational and clinical, provided a comprehensive understanding of their value in the wound care field. In addition to diversity in skills and experiences, I have over 26 years of health care and operations management experience within the Department of Defense. I feel that with my ability to organize, optimize productivity, increase quality and safety through best practices, would be a strong asset to any management team.

I would appreciate your consideration in adding me as a member of this esteem board. Accompanying this letter is my resume. I hope to hear from you soon. Thank you for your time and consideration.

Sincerely,

James J. Faxlanger

James J. Faxlanger

4159 Erika Ct.
Pensacola, FL 32526
(850) 698-7695
jjfaxlanger@panhandle.rr.com

Objective: To be considered as a member serving on the Board of Adjustments leveraging my leadership, training and management experience to meet organizational objectives and goals

Professional Summary: 35 Years of Management and Leadership Experience. Expert in directing highly complex projects that build/optimize organizational processes, measurement systems, and infrastructure, to maximize business results.

- Expert Knowledge of Human Resources Programs (EEO, AA).
- Working experience in accounting and business finance.
- Seasoned in Marketing and Business Development.
- 3 Years of Curriculum Development.
- Certified Master Training Specialist
- Strong Knowledge in Change Management and Problem Solving.
- 19 Years of Director/Executive Level Management.
- Comprehensive knowledge of CMS and Managed Care billing.
- Extensive experience in Strategic Medical Resources Planning.
- 26 Years of Management and Leadership Experience in Medical Facilities.
- Highly seasoned in Physician/medical staff relations
- Financial/Budget/P&L Management Experience (Managed million dollar budgets).
- Comprehensive Knowledge of JCAHO, OSHA and HIPAA Policies.
- Beginning to End Project Management.
- Quality Management.
- Cross Functional Project Team Leadership.
- Strong Proficiency in computer systems.
- Experience in Recruitment of Health Care Professionals.
- Significant experience in retail and wholesale sales.

Education:

Troy State University	MBA	Graduated 2009
University of Phoenix	BSBA	Graduated 2000
USN School of Health Sciences	HCA	Graduated 1994
US Navy Diving Medical School	DMT	Graduated 1989

Work Experience:

October of 2006 – present Director, Wound care and Hyperbarics
Santa Rosa Medical Center 6002 Berryhill Rd. Milton FL, 32570

- Designed and established SRMC's first comprehensive wound care center responsible for an increase in net revenue of over \$1 M in its first year.
- Complete daily compliance billing reports, charge entry review, personnel management, training, payroll, and patient satisfaction.
- Daily physician interactions conducting outside sales calls to generate referrals resulting in a highly successful service for the SRMC primary and secondary service areas.

October 2008- September 2009 Interim Director Business Development
Santa Rosa Medical Center 6002 Berryhill Rd. Milton FL, 32570

- Recruited Board Certified ER group resulting in the highest quality Emergency Room in NW Florida.
- Developed and executed the first strategic marketing plan delivering a systematic advertising plan targeted at increasing new patient base within fiscal restraints resulting in a 9% increase in ER visits.
- Key participant in establishing the first hospitalist program at SRMC. This has reduced length of stay by 14%, providing consistency in quality and a 4% readmission reduction.
- Led a diverse team in the development of the 2009 strategic business plan.
- Co-chair for implementation of customer based marketing concepts raising customer satisfaction score to 96% in one year; the highest in SRMC history.
- Created relationships with numerous local organizational leaders resulting in a 10% in outpatient service volume.
- Added five new service line facilities including Urgent Care, Occupational Health, Stroke Care, In-patient medical stabilization for Drug/Alcohol dependency, and Outpatient infusion.
- Built a state of the art website complete with online systems that serve patients need for information regarding services, bill pay, registration, and electronic feedback.
- Subject matter expert for HMA Corporation (SRMC parent company) consulting at over 8 Wound Care Centers providing recommendations for increases in profitability, productivity, quality of care, and increase patient satisfaction through the use of economies of scale and best practices.
- Member of HMA Corporate Marketing Council assisting other facilities in maximizing marketing capabilities and capitalizing on strategic opportunities.

November 1989-October 2007 Command Master Chief
US Navy Multiple locations

- Director of Enlisted Personnel responsible for all aspects of training, safety, advancement, discipline, budget, and hyperbaric medicine for over 300 personnel.
- Performed additionally as a high risk training program Instructor, curriculum developer and quality control for 23 courses of instruction at the Naval Diving and Salvage Training Center.

September 1999-July 2003 President
FRA Club Inc., Panama City, Florida

- Executed business plans to increase revenue and build long term success.
- Completed payroll, employee withholding, corporate taxes, Accounts payable, and all other accounting functions.

June 1997-April 2003 Owner, Sole Proprietor
J&M Cigars, Panama City, Florida

- Managed sole proprietor retail and wholesale tobacco and accessories store.
- Created and maintained a profitable business until sale of the business occurred due to transfer to shipboard duty in the US Navy.

November 1981-1989 Manager Customer Service
US Postal Service, San Juan Capistrano, California

- Responsible for distribution and delivery of mail, budget management, EEOC, Union-Management grievance resolution, hiring and termination for over 285 employees. (3rd level)

Volunteer Service:

1997-2000 President
Gulf Coast CPOA Panama City, Florida

- Founded and organized the chapter. A not-for-profit 501C-19 corporation with a mission to raise funds to assist low income children with higher education costs.

1999-2002 President/Treasurer
FRA Branch 346 Panama City, Florida

- Held both offices over a three year period, serving as the bookkeeper and accountant for this local not-for-profit 501C-19 corporation. First ever, elected President, that was serving on active duty.

2008-2011 Treasurer
WFHS Quarterback Club Pensacola, Florida

- Responsible for the accounting and bookkeeping of funds in excess of \$95,000 annually in support of high school prep football.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

BALLOT

AUGUST 23, 2012

BOARD OF ADJUSTMENT

_____ **Bill Stromquist**

_____ **James J. Faxlanger**

Signature _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2907

County Administrator's Report 13. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/23/2012

Issue: Resolution Supporting Intracoastal Waterway Dredging by the US Army Corps of Engineers

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution Supporting Intracoastal Waterway Dredging by the Army Corps of Engineers and the Desire to Act as a Local Sponsor to Develop an Additional Long-Term Disposal Site - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning a Resolution supporting Intracoastal Waterway maintenance dredging activities by the U.S. Army Corps of Engineers:

- A. Adopt a Resolution supporting maintenance activities of the Intracoastal Waterway by the U.S. Army Corps of Engineers and the desire to act as a local sponsor to develop an additional long-term disposal site; and
- B. Authorize the Chairman to sign the Resolution.

BACKGROUND:

The US Army Corps of Engineers (ACOE) conducts periodic and post-storm maintenance of the Intracoastal Waterway for purposes of navigation to assure an uninterrupted energy supply, benefit local commerce, and use by the Department of Defense. Currently the ACOE has to place sand in a limited area along Waterview Drive on Perdido Key or pump it approximately nine miles to the Admiral's Island disposal site adjacent to Pensacola Pass. The development of a new sand disposal site will provide for a long-term least-cost option for the ACOE and would provide a storage bank of beach quality sediments available for beneficial use and eco-nurturing by Escambia County on the beaches and dunes of Perdido Key.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution has been reviewed and approved to legal sufficiency by Stephen G. West, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This action is consistent with the Board's goal to conserve, protect, and appropriately use all natural resources.

IMPLEMENTATION/COORDINATION:

Coordination with the US Army Corps of Engineers and the Florida Department of Environmental Protection will be handled through Community & Environment Department staff.

Attachments

ICW Resolution

Resolution R2012-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA SUPPORTING MAINTENANCE ACTIVITIES OF THE INTRACOASTAL WATERWAY BY THE US ARMY CORPS OF ENGINEERS AND THE DESIRE TO ACT AS A LOCAL SPONSOR TO DEVELOP AN ADDITIONAL LONG-TERM DISPOSAL SITE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the maintenance of sufficient depth for navigation in the Intracoastal Waterway (ICW) channel by the US Army Corps of Engineers (ACOE) is vital to local commerce, an uninterrupted energy supply, and use by the Department of Defense; and

WHEREAS, the ACOE would benefit from an additional long-term, least-cost dredge disposal area; and

WHEREAS, Escambia County has a need for beach quality sediments to utilize on the beaches of Perdido Key for beach and dune restoration; and

WHEREAS, an additional dredge disposal area would provide a storage bank of beach-quality sediments available for beneficial reuse and eco-nurturing for the beach and dune system of Perdido Key; and

WHEREAS, this bank of reoccurring beach-quality sediments would serve as an ongoing sediment source to mitigate future hurricanes impacts and beach erosion; and

WHEREAS, Escambia County desires to act as the Local Sponsor for the ACOE to develop an additional disposal area to service the ICW.

THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA THAT:

Section 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporated herein by reference.

Section 2. That the Board of County Commissioners supports the maintenance activities by the US Army Corps of Engineers and desires to act as a Local Sponsor to develop an additional long-term sediment disposal site.

Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted this _____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
DEPUTY CLERK
(SEAL)

This document approved as to form and legal sufficiency.

By: *[Signature]*
Title *Asst. County Attorney*
Date *June 25, 2012*



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3042

County Administrator's Report 13. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/23/2012

Issue: CRA Meeting Minutes July 26, 2012

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning CRA Meeting Minutes July 26, 2012 - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the July 26, 2012, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Carolyn Barbour, Senior Office Support Assistant, CRA.

BACKGROUND:

On July 26, 2012, a CRA meeting was convened to consider approval of multiple agenda items. A copy of the meeting minutes are attached.

BUDGETARY IMPACT:

There is no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration is not necessary.

PERSONNEL:

CED/CRA staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:

It is policy that all Board Minutes be approved by the CRA Board.

IMPLEMENTATION/COORDINATION:

There are no Implementation or Coordination tasks associated with this recommendation.

Attachments

CRA Minutes July 26, 2012

MINUTES
Escambia County
Community Redevelopment Agency
July 26, 2012–Time 8:45 a.m.
221 Palafox Place, First Floor
BCC Meeting Room
Pensacola, Florida 32502

Present: Chair Marie Young
Commissioner Wilson Robertson
Commissioner Kevin White

Absent: Vice Chair Gene M. Valentino
Commissioner Grover Robinson, IV

Staff Present: Mr. Charles R. "Randy" Oliver, County
Administrator
Ryan Ross, Assistant County Attorney
David Forte, Urban Planner
Keith Wilkins, Department Director

Call to Order.

(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF SETTING)

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal.

I. Technical/Public Service

- a. Recommendation Concerning CRA Meeting Minutes May 17, 2012 and June 28, 2012 - Keith Wilkins, REP, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the May 17, 2012 and June 28, 2012 Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Carolyn Barbour, Senior Office Support Assistant, CRA.

Vote: 3 - 0 - Unanimously

II. Budget/Finance

a. Recommendation Concerning Commercial Sign Grant Funding Agreement for 847 North Navy Boulevard - Keith Wilkins, REP, Community & Environment Department Director

That the Board ratify the following July 26, 2012 action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Sign Grant Funding Agreement for the property located at 847 North Navy Boulevard:

A. Approving the Commercial Sign Grant Funding Agreement between Escambia County CRA and Tzy-Yn Hua, owner of commercial property located at 847 North Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$945 representing an in-kind match through the Neighborhood Enterprise Foundation, Inc. (NEFI) 2009 Community Development Block Grant (CDBG), Fund 129, Cost Center 220410, Object Code 58301 for repainting the overhang and sign pole; and

B. Authorizing the Chairman to sign the Funding Agreement and any related documents necessary to implement this Grant award.

Vote: 3 - 0 - Unanimously

b. Recommendation Concerning Commercial Facade Grant Funding and Lien Agreements for 847 North Navy Boulevard - Keith Wilkins, REP, Community and Environment Department Director

That the Board ratify the following July 26, 2012 action, of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade Grant Funding and Lien Agreements for the property located at 847 North Navy Boulevard:

A. Approving the Commercial Facade, Landscape and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Tzy-Yn Hua, owner of commercial property located at 847 North Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$6,261, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for painting the building exterior and replacing a wooden door; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

Vote: 3 - 0 - Unanimously

III. Discussion/Information Items

Discussion of Upcoming LDC Ordinance Public Hearing

A short power point presentation was shown giving a brief explanation of the LDC Ordinance. David Forte related that the Ordinance has been approved by the

planning board and would be coming before the board in the next two months in the form of public hearings.

Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3038

County Administrator's Report 13. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/23/2012

Issue: Extension of the 2012 Ad Valorem Property Tax Roll

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Extension of the 2012 Ad Valorem Property Tax Roll - Amy Lovoy, Management and Budget Services Department Director

That the Board approve extending the 2012 Ad Valorem Property Tax Roll prior to completion of the Value Adjustment Board Hearings, to afford the taxpayers of Escambia County the opportunity to pay their property taxes during each of the four discount periods, as allowed by Florida Statute 197.323.

BACKGROUND:

By extending the 2012 Ad Valorem Tax Roll, it allows the Tax Collector the collect Ad Valorem Taxes for various taxing authorities beginning November 1, 2012. It also allows the taxpayers the ability to pay their property taxes during each of the four discount periods.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

2012 Tax Roll Extension



Janet Holley, CPC

ESCAMBIA COUNTY
TAX COLLECTOR

POST OFFICE BOX 1312
PENSACOLA, FL 32591

(850) 438-6500
ectc@co.escambia.fl.us

TTY (850) 472-0031
(for the hearing impaired)

WEB:
www.escambiataxcollector.com

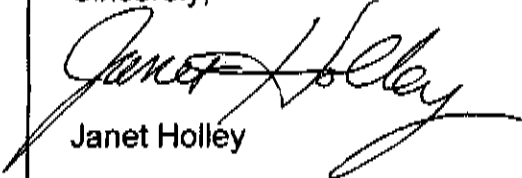
August 3, 2012

The Hon. Wilson Robertson, Chair
Escambia County Board of Commissioners
Post Office Box 1591
Pensacola, FL 32591-1591

Dear Commissioner Robertson:

This letter is being submitted as a formal request of the Board of County Commissioners to extend the 2012 ad valorem property tax roll prior to completion of the Valuation Adjustment Board hearings. It is important to afford the taxpayers of Escambia County the opportunity to pay their taxes during each of the four discount periods allowed by law. Prompt action by the Board will ensure this. This extension also will allow the collection of revenue for the various taxing authorities to begin November 1, 2012. Authority for early extension of the tax roll is provided for in F.S. 197.323. Thank you.

Sincerely,



Janet Holley

/cmj

cc: Randy Oliver, County Administrator
Chris Jones, Property Appraiser
Amy Lovoy, Budget Services Bureau Chief
Allison Rogers, County Attorney

"Where service is a matter of pride."



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3055

County Administrator's Report 13. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/23/2012

Issue: Surplus/Disposal of County Assets

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Surplus and Disposal of Certain County Assets - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the request for disposition for the assets listed on the spreadsheet. The battery support systems will be traded in for newer models, and the printer will be sold at auction.

BACKGROUND:

This recommendation is a request to surplus and dispose of assets listed on the attached spreadsheet and includes four battery support systems and one laser jet printer.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Surplus Inventory 082312

Escambia County Surplus Items

<u>ITEM</u>	<u>Asset Tag # & CC</u>	<u>Items Description</u>
HP Laser Jet 5N	44811/211101	HP Laser Jet Printer
Battery Support System	51804/330302	Serial Number 30842848
Battery Support System	51805/330302	Serial Number 30842854
Battery Support System	51806/330302	Serial Number 30854916
Battery Support System	51807/330302	Serial Number 30861725

Department it came from

Engineering/Rhela Ransom

Public Safety/Trisha Pohlmann

Public Safety/Trisha Pohlmann

Public Safety/Trisha Pohlmann

Public Safety/Trisha Pohlmann



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3057

County Administrator's Report 13. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/23/2012

Issue: Request for a Public Hearing to Increase the Caps for the Electric and Natural Gas Franchise Fees

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Request for a Public Hearing to Adopt an Ordinance Amending the Caps on the Electric and Natural Gas Franchise Fees - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the scheduling of a Public Hearing at 5:31 p.m., on September 17, 2012, to consider adopting an Ordinance amending the caps on the Electric and Natural Gas Franchise Fees.

BACKGROUND:

In 1994 and 1997 respectively the Board adopted Ordinances granting franchises to Gulf Power, Escambia River Electric Cooperative, and the City of Pensacola for the transmission of electricity and natural gas. As part of this franchise, the franchisees are required to collect and remit to the County 5% of the gross revenue collected on the sale of electricity and natural gas up to a maximum amount for each category. The maximum amounts per category are shown in the attached sheet. This public hearing will be to amend the relevant ordinances to increase these caps by 50%.

BUDGETARY IMPACT:

The increase in the caps would generate an estimated \$2,500,000 to \$3,000,000 in additional revenues to the County.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Franchise Fee Increase

Franchise Fee Caps

	From	To
Electric		
RS	\$10.00	\$15.00
GS/GST	10.00	15.00
GSD/GSDT	75.00	112.50
LP/LPT	300.00	450.00
PX/PXT	3,000.00	4,500.00

Natural Gas

Residential	10.00	15.00
Commercial	750.00	1,125.00
Industrial	3,000.00	4,500.00



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3047

County Administrator's Report 13. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/23/2012

Issue: Disposition of Surplus County Property

From: John J. Lanza, MD, PhD, MPH, FAAP, CHD Director

Organization: Escambia County Health Department

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Escambia County Health Department - John J. Lanza, MD, PhD, MPH, FAAP, CHD Director

That the Board approve two Request for Disposition of Surplus Property Forms for the Escambia County Health Department for property to be auctioned as surplus or properly disposed of, all of which is described and listed on the Disposition Forms.

BACKGROUND:

The Escambia County Health Department is requesting to surplus four vehicles and make them available to the Board of County Commissioners.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In Compliance with FS 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board and documentation execution, the Escambia County Health Department will arrange transfer of vehicles.

Attachments

property dispositions ECHD

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

DATE: 8/1/12 TO: BOARD OF COUNTY COMMISSIONERS

FROM: Linda Moyer COST CENTER NO: 360301
Property Custodian (PRINT NAME)

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON-DITION
1	54859	4DR HONDA CIVIC HYBRID	JHMFA36226S008744	Honda Civic	2006	Total Loss
		water damage - June 2012 flood				

DISPOSAL METHOD: Junked Auction / Sold
 Donated Other: Property Damage Appraiser's Total Loss Condition
Report for Assignment Number - 2060083

Disposing Dept. ESCAMBIA COUNTY HEALTH DEPARTMENT

Property Custodian (Signature): Linda Moyer Phone No: 595-6551

INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

Conditions: Dispose to Charity-Unusable for BOCC
 Send for recycling-Unusable

Computer is Ready for Disposition
 Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 08.01.12
 FROM: Escambia County Bureau
John J. Lanza, MD, PhD, MPH, FAAP
 CHD Director - Health

RECOMMENDATION: Date: 8/3/12
 TO: Board of County Commissioners
 FROM: County Administration
Charles R. Oliver
 Charles R. "Randy" Oliver
 County Administrator

Approved by the County Commission and Recorded in the Minutes of: _____
 Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold
 by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department
 Clerk & Comptroller's Finance Signature of Receipt Date

**REQUEST FOR DISPOSITION OF PROPERTY
 ESCAMBIA COUNTY, FLORIDA**

DATE: 7/30/12 TO: BOARD OF COUNTY COMMISSIONERS

FROM: Linda Moyer COST CENTER NO: 360301
 Property Custodian (PRINT NAME)

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON-DITION
1	50542	Truck Pickup	1FTYR10U72TA28171	Ford Ranger	2002	Fair
2	50598	Truck Pickup	1FTYR10U82PA55310	Ford Ranger	2002	Fair
3	50601	Truck Pickup	1FTYR10UX2PA55308	Ford Ranger	2002	Fair
		Replaced with new trucks				

DISPOSAL METHOD: Junked Auction / Sold
 Donated Other: _____

Disposing Dept. ESCAMBIA COUNTY HEALTH DEPARTMENT

Property Custodian (Signature): Linda Moyer Phone No: 595-6551

INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

Conditions: Dispose to Charity-Unusable for BOCC
 Send for recycling-Unusable

Computer is Ready for Disposition
 Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: 08.01.12
 FROM: Escambia County Bureau
John J. Lanza, MD, PhD, MPH, FAAP
 CHD Director - Health

RECOMMENDATION: Date: 8/3/12
 TO: Board of County Commissioners
 FROM: County Administration
Charles R. Oliver
 Charles R. "Randy" Oliver
 County Administrator

Approved by the County Commission and Recorded in the Minutes of: _____
 Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold
 by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department
 Clerk & Comptroller's Finance Signature of Receipt Date



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3064

County Administrator's Report 13. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/23/2012

Issue: Request for Disposition of Property

From: Kara Cowen

Organization: Clerk & Comptroller's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Clerk and Comptroller's Office - Cynthia Rhodes, Administrator for the Clerk and Comptroller's Office

That the Board approve the Request for Disposition of Property Form from the Clerk and Comptrollers Office, for property which is described and listed on the Request Form, with reason for disposition stated. The Bell & Howell ABR 415 Automaster Jacket Loader is broken and is to be junked through the Escambia County Recycling Program.

BACKGROUND:

The Automaster Jacket Loader is broken and is to be discarded through the Escambia County Recycling Program.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

That the Board policy establishes the procedures for disposing of broken/obsolete equipment for the Clerk and Comptrollers Office.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

ABR415 LOADER

SUNGAURD PENTAMATION
 DATE: 08/06/2012
 TIME: 10:34:47

ESCAMBIA COUNTY CLERK - LIVE
 FIXED ASSETS LISTING

PAGE NUMBER: 1
 REPORT: 10

SELECTION CRITERIA: assets.tagno like '427478'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID DESCRIPTIVE INFORMATION

0000027478 AUTOMASTER ABR415
 -000 MFR BELL & HOWELL
 MODEL ABR-415
 S/N 2162415
 INVENTORY DATE 07/22/11
 CONDITION GOOD STATUS
 NEXT SCHEDULED MAINTENANCE

ACQUISITION INFORMATION

FUNDING GENERAL CAPITAL ASSET Y
 VENDOR BELL & HOWELL
 FO UNITS 1
 IAC ARCHIVES CHECK UN CST 6436.32
 FUND TYPE G ACQUIRE 09/29/82 COST 6436.32
 DPT ARCHIVES INS CO INCL \$26.32 FRT.
 GRI INS VAL 0.00

DEPRECIATION INFORMATION

EST LIFE 3 DEP LIFE
 DEP N POST DP N DEP METH
 SALVAGE VALU 6436.32
 ACCUM DEP 6436.32
 REM BOOK BASIS
 DEP BASIS 6436.32
 LAST POSTING DATE 07/30/06
 SALE AMOUNT
 RETIRED DATE .00

DISTRIBUTION INFORMATION

FUNCTION SPI DEFAULT
 REPORT TOTAL 1 RECORDS SELECTED
 COST 6,436.32
 INSURANCE VALUE .00
 SALVAGE VALUE .00
 ACCUMULATED DEPRECIATION 6,436.32
 SALE AMOUNT .00

ACTIVITY SPI DEFAULT

6,436.32
 .00
 .00
 6,436.32
 .00

DEP ORGN

ACCOUNT PCT
 1.00

Kara Cowen

From: "Janice McElroy" <jmcelroy@escambiaclerk.com>
To: "Lendy Davis" <ldavis@escambiaclerk.com>
Cc: "Maria Orf" <morf@escambiaclerk.com>; "Kara Cowen" <kcowen@escambiaclerk.com>
Sent: Friday, August 03, 2012 4:40 PM
Subject: Archives Equipment out of Inventory

Ladies,

I have a Bell & Howell ABR 415 Automaster jacket loader with the county property tag 27478 that is no longer working and is not on the contract to be repaired.

I would like this item taken out of inventory and sent to the swap shop.

Thank You and have a good weekend,
Janice McElroy
Director, Judicial Services
Archives and Records
Ernie Lee Magaha
Clerk of the Circuit Court and Comptroller
850-595-4149



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3067

County Administrator's Report 13. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/23/2012

Issue: Limited Waiver of the Noise Abatement Ordinance for Grand Opening Event at 271 Molino Road, Molino

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for an Outdoor Grand Opening Event - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the time to 11:00 p.m., for the outdoor grand opening event being held at Louie's Tavern, 271 Molino Road, Molino, Florida, on Saturday, August 25, 2012, from 7:00 p.m. to 11:00 p.m.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escambia County, and promoting an environment free from sound and noise disruptive of peace and good order.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article II. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event permit for this exemption.

Upon approval, the Escambia County Sheriff's Office will be notified of the issuance of this waiver.

Attachments

Application

Site Map



**BOARD OF COUNTY COMMISSIONERS
 ESCAMBIA COUNTY, FLORIDA**

Development Services Department
 3363 West Park Place, Pensacola, FL 32505
 (850) 595-3550 - Phone
 (850) 595-3589 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number: SE 120805581
Building Permit Number:
Approved By: _____ Date: _____

Applicant: JOHN ROMAKER	Phone Number: 321-749-7368
Owner's Name: JOHN ROMAKER	Phone Number: 321-749-7368
Owner's Address: 408 STRAND VIEW DR	
City: PENSACOLA	State: FL Zip Code: 32534
Job Address: 271 271 Molino Rd, Molino 32577	Lot or Apt. Number:

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: Aug 25 2012	Description of Activity: GRAND OPENING for Louis's Tavern
Beginning Time: 7:00 PM	Ending Time: 11:00 PM

Remarks or Comments: OUT DOOR BAND FOR GRAND OPENING

Driving Directions: NORTH HWY 29 PAST CANTONMENT TO FIRST CAUTION LIGHT, TURN RIGHT ON MOLINO RD. CROSS OVER 95A AND IS APPROX 1.5 MILES ON RIGHT.
--

Escrow Account Number:	Date: 8-9-12
Applicant Signature: 	

Title



Disclaimer

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3074

County Administrator's Report 13. 9.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 08/23/2012

Issue: Florida Division of Forestry Annual Report

From: Charles R. (Randy) Oliver, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida Forest Service Annual Report - Charles R. "Randy" Oliver, County Administrator

That the Board accept, for filing with the Board's Minutes, the Florida Forest Service Annual Report to the Escambia County Board of Commissioners for Fiscal Year 2011-2012, submitted by Adam Parden, Forest Area Supervisor, Division of Forestry.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Annual Report 2011-2012

FLORIDA FOREST SERVICE



ANNUAL REPORT
TO THE
ESCAMBIA COUNTY
BOARD OF COMMISSIONERS

FISCAL YEAR 2011-2012

Adam Parden, Forest Area Supervisor

Henry Thompson, Senior Forester

**FLORIDA FOREST SERVICE
ESCAMBIA COUNTY ANNUAL REPORT
FISCAL YEAR 2011/2012**

SUMMARY

Fire Control

For Fiscal year 2011-12, the Florida Forest Service responded to 30 wildfires in Escambia County. As a result, 90 acres were burned. A total of 444 burning authorizations were issued, covering 6,714 acres and 687 piles.

During the year, forest service employees presented fire prevention displays and programs to an estimated 3,385 citizens of Escambia County. Fourteen landowners were assisted by establishing pre-suppression firelines and prescribed burning.

Wildland fire training was offered to the local volunteer fire departments. Volunteer fire departments were offered assistance through federal grants.

FIRE CONTROL PROGRAM

Wildfire activity this past year was well below average with 30 wildfires burning 90 acres. The number of fires and total acreage was cut in half from last year. One reason for the decrease in acreage and number of fires was because of the wet conditions we experienced last fall and winter. We're seeing those wet conditions return this summer with the recent floods in the southern end of the county.

Another reason for the decrease is our doubling of fire prevention programs offered throughout the county. To help minimize the fire problem in the county, we've stepped up our fire prevention campaign. This basically consists of both an ongoing educational program and an active landowner assistance policy. This year a total of 18 fire prevention programs were presented to over 3,385 people. We assisted 14 landowners with either pre-suppression firelines or prescribed burning, protecting a total of 582 acres.

We conducted fire prevention programs in a number of schools, including Bratt Elementary, Molino Park Elementary, NAS Elementary, Northview High, Sherwood Elementary, Washington High, and Westgate School. We also participated in two Public Safety Days in Ensley and Pensacola.

The Florida Forest Service is conducting a Certified Pile Burner course in Cantonment this coming year. This course is designed to educate cooperators and the public on the safe and proper way to conduct pile burning.

We continue to work closely with all of the volunteer fire departments. This assistance is in the form of training and funding. In December of this past year, the Molino Fire Department completed the purchase of a water pumper unit partially funded through the Volunteer Fire Assistance Program. The Volunteer Fire Assistance Program provides financial, technical, and other assistance to rural volunteer fire departments in Florida. The Molino Volunteer Fire Department received a matching 50-50% grant to purchase a water pumper unit for their brush engine. This will give the volunteer department an additional brush engine to cover their fire district and provide assistance to adjacent districts. Cross training was also performed with the Cantonment and Molino stations of Escambia Fire Rescue.

The Wildfire Mitigation Program is an ongoing project in the urban/interface areas of the county. We identify areas where there is a threat to property in the event of a wildland fire. An agreement is signed between the landowner and the Florida Forest Service. The forest service then chooses to establish permanent firebreaks and/or do a prescribed burn to reduce the fuels and hazards to mitigate the chance of a wildfire. This past year, mitigation was done in the communities of Myrtle Grove, Molino, Pleasant Grove, Cantonment, Beulah, Gonzalez, and Ferry Pass. Mitigation in these areas helps to protect the following property values.

- 60 structures estimated @ \$8,931,000.
- Estimated Cost/Benefit Ratio: \$1,289/\$1

Some of our larger ongoing mitigation projects are the University of West Florida, Escambia County's Perdido Landfill, the Langley-Bell 4-H Center, Roy Hyatt Environmental Center, and the Jones Swamp Nature Preserve.

This program will continue in the future as new areas will be identified and treated. The work is being done by forest service personnel and private contractors under a federal grant, at no cost to any private landowner.

The use of fire as a tool in prescribed burning, disease control, debris burning and other areas is still very popular in the county. The following tables give a break down of the different types of burning done in the county and also the types of wildfires in the past year.

Burning Authorizations Summary

Blackwater Forestry Center
7/1/2011 through 6/30/2012

Escambia

Burn Type	Authorized Fires	Authorized Acres	Authorized Piles
Agricultural--Pasture	49	306	91
Agricultural--Range management	9	30	21
Agricultural--Stubble (post harvest)	1	60	0
Agricultural--Sugarcane	0	0	0
Agriculture--Citrus	0	0	0
Land clearing--Non-residential--With ACI	22	0	30
Land clearing--Non-residential--Without ACI	112	29	264
Land clearing--Residential--With ACI	4	0	13
Land clearing--Residential--Without ACI	146	52	235
Silvicultural--Disease control	0	0	0
Silvicultural--Ecological	34	1,751	0
Silvicultural--Hazard removal	45	3,406	1
Silvicultural--Other	0	0	0
Silvicultural--Prior to seed	1	0	1
Silvicultural--Site preparation	18	1,080	9
Silvicultural--Wildlife	3	0	22
Total	444	6,714	687

Fires by Causes
 Blackwater Forestry Center
 07/01/2011 through 06/30/2012

Escambia

Cause	Fires	Percent	Acres	Percent
Campfire	0	0	0.0	0
Children	2	6.67	6.0	6.67
Debris Burn*	0	0	0.0	0
Debris Burn--Auth--Broadcast/Acreage	0	0	0.0	0
Debris Burn--Auth--Piles	2	6.67	0.6	0.67
Debris Burn--Auth--Yard Trash	3	10.0	2.1	2.34
Debris Burn--Nonauth--Broadcast/Acreage	0	0	0.0	0
Debris Burn--Nonauth--Piles	0	0	0.0	0
Debris Burn--Nonauth--Yard Trash	3	10.0	7.8	8.68
Equipment use*	0	0	0.0	0
Equipment--Agriculture	1	3.33	2.0	2.22
Equipment--Logging	0	0	0.0	0
Equipment--Recreation	0	0	0.0	0
Equipment--Transportation	2	6.67	0.9	1.00
Incendiary	2	6.67	9.0	10.01
Lightning	4	13.33	39.8	44.27
Miscellaneous --Breakout	0	0	0.0	0
Miscellaneous --Electric Fence	0	0	0.0	0
Miscellaneous --Fireworks	1	3.33	0.1	0.11
Miscellaneous --Power Lines	0	0	0.0	0
Miscellaneous --Structure	1	3.33	0.8	0.89
Miscellaneous--Other	2	6.67	4.5	5.01
Railroad	0	0	0.0	0
Smoking	0	0	0.0	0
Unknown	7	23.33	16.3	18.13
Total	30		89.9	

**FLORIDA FOREST SERVICE
ESCAMBIA COUNTY
COOPERATIVE FORESTRY ASSISTANCE PROGRAM ANNUAL
REPORT
FISCAL YEAR 2011-2012**

SUMMARY

Over half of Escambia County is forest land, and about 122,000 acres are owned by individuals and corporations with less than 1,000 acres. Good forest management improves water quality, retains soil, helps wildlife, and contributes to the local economy by ensuring a continuing supply of raw materials for area mills. A University of Florida analysis of the Forest products industry found that Escambia County's 250,000 acres of forestland directly contributes \$351 million to the local economy and provides 1,306 jobs. Forestry's indirect impacts add an additional \$313 million and 5,917 jobs.

The Cooperative Forestry program exists to promote sound forest management to ensure the continued environmental and economic viability of Florida's forest resources. County Foresters provide technical assistance to landowners, educate the public, and advise local governments on forestry matters. The state Florida Forest Service provides a professional forester, office, vehicle, equipment, and supplies. The annual cost to Escambia County is \$6,000.

In Escambia County, the County Forester provides free consultation and technical services to the public. The forester evaluates timber stands, diagnoses disease and insect problems in timber and urban trees, writes forest management plans, and advises local governments on forestry matters. In 2011-2012, the forester visited all parts of the county with the exception of Santa Rosa Island. However, the majority of the assistance was in the rural parts of the county.

The county forester frequently speaks at schools and adult programs. In the 2011-2012 fiscal year, educational programs at schools and other venues directly reached an estimated 3,500 people.

County foresters occasionally are asked to assist with state management activities, disasters, and educational programs in other counties.

This past year, the county forester received 230 hours of training in forest land management and wildland fire control. The forester assisted private landowners with prescribed burning in Escambia County.

COOPERATIVE FORESTRY ASSISTANCE PROGRAM ACCOMPLISHMENTS, 2011-2012

Technical Assistance to Forest Landowners

The County Forester is a source of information for landowners wanting to improve the management of their forestlands. The forester frequently receives requests for assistance from landowners with specific concerns, such as insect problems, timber sale advice, and reforestation projects.

In the 2011-2012 fiscal years, the forester handled 387 requests for assistance. 127 were requests for information that were completed during an office visit, over the phone, via e-mail, or with a letter and appropriate literature. The forester made 168 landowner assistance visits to properties.

TYPE OF ASSISTS	NUMBER OF ASSISTS	ACRES
Management Plans		
Forest Stewardship Plans	2	3560
General Forest Management Plans	38	1531
Prescribed Burn Plans	15	2426
Cost-Share Plans	107	1895
TOTAL	162	9,412
Prescribed Burning Assists	20	5,334
GRAND TOTAL	182	14,746

New Landowners Assisted: 57

Forest Stewardship Program

The Forest Stewardship Program is the premier program to promote exemplary forest management for multiple resources. County foresters collaborate with wildlife biologists from the Florida Fish and Wildlife Conservation Commission and other experts, as needed, to write a comprehensive management plan tailored to achieve the landowner's objectives.

There are 49 landowners in Escambia County who have Stewardship Plans covering over 10,873 acres. There are nineteen landowners, totaling 6,815 acres that are certified Stewardship forest.

Federal and Private Cost-Share Programs

The USDA Farm Service Agency and the Natural Resources Conservation Service administer programs to provide financial assistance to forest landowners and farmers through cost-sharing. Under these programs, landowners and the federal government share the cost of practices to establish tree cover for soil, water, and wildlife conservation. The Conservation Reserve Program (CRP) assists farmers in converting row crops and pasture to forests. The Environmental Quality Incentives Program (EQIP) primarily funds farm pollution control, but can also involve forestry. The Florida Forest Service administers the Southern Pine Beetle Prevention program which provides cost-sharing for timber thinning, prescribed burning, and longleaf pine seedling planting. Most of these programs have seen reduced enrollment in the last few years as funds have been reduced.

During 2011-2012, 20 cost share plans were implemented for landowners who were to receive federal assistance on their property under the various programs mentioned. The forester wrote the planting plan and assisted the landowner before, during, and after their project, inspecting the work through site preparation, planting, and after-planting weed control.

Southern Pine Beetle

The Florida Forest Service inspects forests for outbreaks of the southern pine beetle, which has infrequent population spikes that can cause widespread damage to pines. Throughout the fall, winter, and spring, the county forester monitored bark beetle activity throughout the county. Through June, the southern pine beetle was not active. An aerial SPB flight was conducted over the county with no SPB activity found.

Other Landowner Visits

Other technical assistance includes all other cases where a visit was made by the County Forester without any cost-share or other program. This includes calls for advice on timber sales. The county forester does not act as a landowner's agent in timber sales, but can advise the landowner in how to conduct a sale, provide lists of timber buyers and loggers, and help the landowner locate a private consulting forester.

The forester also makes forest health inspections for landowners in the county. This ranges from possible pine beetle infestation in a large tract of timber to yard tree inspections. During 2011-2012, the forester conducted 15 forest health inspections in Escambia County.

Information And Education

The County Forester presented 1 adult program and 3 children's programs between July 2011 and June 2012.

- Conducted a children's education program at the Fall Harvest Days at Langley Bell 4-H Camp.
- Blackwater Heritage Festival
- Participated in Northview High School's FFA Food for America program.
- Actively involved in Northview High School FFA.
- Pensacola and the unified command of Pensacola Naval Complex continue to receive recognition as Tree City USA through the National Arbor Day Foundation's program.
- Assisted with Regional FFA competition.
- Conducted Arbor Day Tree giveaway at Lexington Terrace and Century Community Center and also planted Live Oak at Northview High School and Pensacola State College Warrington Campus.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3023

County Administrator's Report 13. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/23/2012

Issue: SBA#221 - Sheriff's Reimbursements

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #221 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #221, General Fund (001) in the amount of \$31,052, to recognize miscellaneous fees, insurance, and off-duty officer reimbursements, and to appropriate these funds back into the Escambia County Sheriff's Budget.

BACKGROUND:

The Escambia County Sheriff has received reimbursement proceeds from off duty officers for related off-duty employment expenses incurred by the Sheriff's Office, as well as auto insurance and miscellaneous Sheriff's Fees. These funds must now be recognized and appropriated back into the Sheriff's Budget for operational activities.

BUDGETARY IMPACT:

This amendment will increase Fund 001 by \$31,052.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#221

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2012-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, the Escambia County Sheriff has received reimbursement proceeds from off duty officers for related off-duty employment expenses incurred by the Sheriff's Office, as well as auto insurance and miscellaneous Sheriff's Fees. These funds must now be recognized and appropriated back into the Sheriff's Budget accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2012:

General Fund Fund Name	1 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Miscellaneous Sheriff Fees	1	369939	6,052
Insurance Proceeds	1	369008	5,316
Reimbursements	1	369401	19,684
Total			\$31,052

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Operating Expense	001/540101	59703	6,052
Operating Expense	001/540101	59703	5,316
Capital Outlay	001/540101	59704	19,684
Total			\$31,052

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Deputy Clerk

Wilson B. Robertson, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#221



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3031

County Administrator's Report 13. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/23/2012

Issue: Supplemental Budget Amendment #222 – Ex-Oriskany PCB Artificial Reef Monitoring

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #222 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #222, Other Grants and Projects Fund (110) in the amount of \$52,236, to recognize proceeds from the State of Florida Fish and Wildlife Conservation Commission, and to appropriate these funds to be used for reef monitoring.

BACKGROUND:

Escambia County Marine Resources Division has been awarded \$52,236 from Florida Fish and Wildlife Conservation Commission (FWC) for the monitoring of background PCB levels in fish tissue near the Oriskany reef site in the Gulf of Mexico as required by US Environmental Protection Agency.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$52,236. No matching funds are required.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 222

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2012-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County was awarded a grant from the Florida Fish and Wildlife Conservation Commission (FWC) for Ex-Oriskany PCB Artificial Reef Monitoring, and these revenues must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2012:

Other Grants and Projects Fund Name	110 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Oriskany PCB Monitoring	110	334326	52,236
Total			\$52,236

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Professional Services	110/220338	53101	52,236
Total			\$52,236

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Deputy Clerk

Wilson B. Robertson, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#222



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3039

County Administrator's Report 13. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/23/2012

Issue: Increase in Court Technology Personnel Funds

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Budget Amendment #225 - Amy Lovoy Management and Budget Services Department Director

That the Board approve Budget Amendment #225, Court Administration/Technology, Article-V Fund (115) in the amount of \$8,500, to cover increased personnel costs associated with an employee's separation from employment and leave payout.

BACKGROUND:

A Court Administration/Technology employee terminated their employment in July of 2012. This BA covers that employees leave payout and associated personnel expenses for the remainder of the current fiscal year. The employee worked with the Okaloosa County Court Technology Department.

BUDGETARY IMPACT:

This amendment increases the personnel funds allocated to Okaloosa Court Technology, no additional revenues are associated with this amendment.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases in personnel funding to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

BA#225

**Board of County Commissioners
Escambia County
Budget Amendment Request**

**Request Number
#225**

Approval Authorities

	<u>Date Rec.</u>	<u>Date Forward</u>	<u>Approved</u>	<u>Disapproved</u>
Department Director	_____	_____	_____	_____
Assistant County Administrator	_____	_____	_____	_____
County Administrator	_____	_____	_____	_____
Action by the Board	_____	_____	_____	_____

Transfer From: Fund 115/Article - V Fund/Court Technology
Fund/Department

<u>Account Title</u>	<u>Project Number</u>	<u>Cost Center</u>	<u>Account Code</u>	<u>Amount</u>
Communications/Okaloosa	_____	410516	54101	8,500
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total				<u><u>\$8,500</u></u>

Transfer To: Fund 115/Article - V Fund/Court Technology
Fund/Department

<u>Account Title</u>	<u>Project Number</u>	<u>Cost Center</u>	<u>Account Code</u>	<u>Amount</u>
Salaries/Okaloosa	_____	410516	51201	8,500
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total				<u><u>\$8,500</u></u>

Detailed Justification:
Allocating funds for an employee's leave payout, the employee no longer works for Okaloosa County Court Technology. The employee terminated employment in July 2012.

This BA will cover the remaining payroll expenses for FY12-13.

OMB Analyst

Budget Manager

Management & Budget Dept Director



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3059

County Administrator's Report 13. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/23/2012

Issue: Sale of Real Property

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reduction of Minimum Sales Price of Real Property Located at 2006 Woodbury Drive, Due to the Property Appraiser's Re-assessed Value - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the reduction of the minimum bid required for the sale of real property located at 2006 Woodbury Drive, due to the Property Appraiser's re-assessed value:

A. Authorize the sale of real property, Account Number 11-3326-597, Reference Number 14-1N-31-1002-028-005, to the bidder with the highest offer received at or above the re-assessed minimum bid of \$27,258, in accordance with Section 46.134 of the Escambia County, Florida, Code of Ordinances, without further action of the Board; and

B. Authorize the Chairman to sign all documents related to the sale.

BACKGROUND:

This property escheated to Escambia County on January 5, 2012. The Board declared the property surplus and authorized its sale February 16, 2012 with a minimum bid of \$54,175. In July 2012, the Property Appraiser re-assessed the value to \$27,258 because the house requires a substantial amount of maintenance and cleanup. The price change will appear on the Property Appraiser's website when the 2012-2013 certified roll assessment values emerge later in the year. The County has no need for this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

NA

Attachments

2006 Woodbury Dr price red backup

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information		2011 Certified Roll Assessment	
Reference:	141N311002028005	Improvements:	\$48,475
Account:	113326597	Land:	\$5,700
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS	Total:	\$54,175
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502	Save Our Homes:	\$49,437
Situs:	2006 WOODBURY DR 32533	Disclaimer	
Use Code:	SINGLE FAMILY RESID	Amendment 1 Calculations	
Taxing Authority:	COUNTY MSTU		
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			

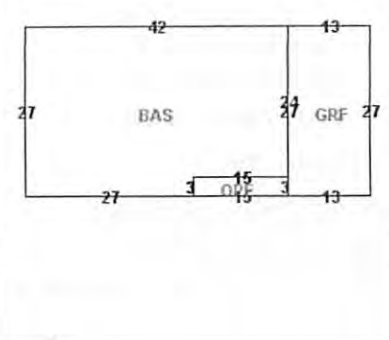
Sales Data		2011 Certified Roll Exemptions	
Sale Date	Book Page	Value	Type
			Official Records (New Window)
01/05/2012	6805 273	\$100	TD
03/1983	1740 565	\$100	QC
10/1979	1383 530	\$22,900	WD
01/1976	1005 810	\$13,000	WD
01/1906	1118 809	\$20,800	WD
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court			
		HOMESTEAD EXEMPTION, VETERANS	
		Legal Description	
		E 45 FT LT 29 & W 25 FT LT 28 BLK 5 RE S/D OF CANTONMENT HEIGHTS PB 3 P 64...	
		Extra Features	
		FRAME SHED	

Parcel Information [Restore Map](#) [Get Map Image](#) [Launch Interactive Map](#)

Section Map Id:
14-1N-31-1

Approx. Acreage:
0.2700

Zoned:
V-3

Buildings	
Building 1 - Address:2006 WOODBURY DR, Year Built: 1977, Effective Year: 1977	
<div style="border: 1px solid black; padding: 2px;">Structural Elements</div> <p>FOUNDATION-SLAB ON GRADE EXTERIOR WALL-BRICK-FACE NO. PLUMBING FIXTURES-5.00 DWELLING UNITS-1.00 ROOF FRAMING-HIP ROOF COVER-COMPOSITION SHG INTERIOR WALL-DRYWALL-PLASTER FLOOR COVER-CARPET NO. STORIES-1.00 FLOOR COVER-VINYL/CORK DECOR/MILLWORK-AVERAGE HEAT/AIR-CENTRAL H/AC STRUCTURAL FRAME-WOOD FRAME</p> <div style="border: 1px solid black; padding: 2px;">Areas - 1485 Total SF</div> <p>BASE AREA - 1089 GARAGE FIN - 351 OPEN PORCH FIN - 45</p>	
Images	



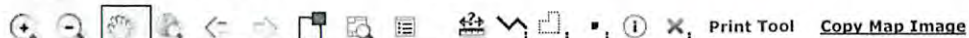
9/29/10

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



Chris Jones
Escambia County
Property Appraiser

PLEASE NOTE: This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.



Use numeric selection labels **Record Search**
[Download Selection Data \(1 row\)](#)

Reference: 14-1N-31-1002-028-005
Account: 11-3326-597
Section Map: 14-1N-31-1
Situs: 2006 WOODBURY DR
Subdivision:
CANTONMENT HEIGHTS PB 2/3 P 73/64
Owner: ESCAMBIA COUNTY
Mailing Address:
221 PALAFOX PL STE 420
PENSACOLA, FL 32502
Last Sale: 1/5/2012, \$100
Property Use: SINGLE FAMILY RESID
Approx. Acreage: 0.2700
Building Count: 1
Total Heated Area: 1089
Zoned: V-3



Include radius in selection (5280 ft max)

ft
Radius is used only with single parcel selection

Lookup Options:

Reference Nbr

Auto Select
Lookup Results

Search

Ex: 012N33444455666

**DEED
ESCHEATED**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This instrument was prepared by:
Ernie Lee Magaha, Clerk of the Circuit
Court
Escambia County Courthouse
Pensacola, Florida

WHEREAS, Tax Certification No. 07247 was issued on June 1, 2006, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 5th day of January, 2009, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners Escambia County, Florida 221 Palafox Place Ste 110, Pensacola, Florida, 32501, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

E 45 FT LT 29 & W 25 FT LT 28 BLK 5 RE S/D OF CANTONMENT HEIGHTS PB 3 P 64 OR 1383 P 530 OR 1740 P 565

SECTION 14, TOWNSHIP 1 NORTH, RANGE 31 WEST
REFERENCE NUMBER 141N311002028905
TAX ACCOUNT NUMBER 113326597

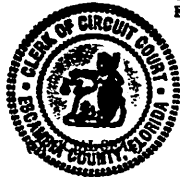
** Property previously assessed to: THOMAS B WELLS

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 5th day of January, 2012.

Ernie Lee Magaha
ERNIE LEE MAGAHA,
Clerk of the Circuit Court
Escambia County, Florida

WITNESSES:
Alex Kelly
Alex Kelly
Maryline Avila
Maryline Avila



State of Florida
County of Escambia

Before me, the undersigned, personally appeared ERNIE LEE MAGAHA, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 5th day of January, 2012.



Ernie Lee Magaha, Clerk of the Circuit
Court
Maryline Avila
Maryline Avila, Deputy Clerk

Cap Base Yea: 1994
 Percent Cap: 100.00%
 Summary | Taxable | DAMA | Records |

Land: \$5,700
 Building: \$21,557
 Extra Features: \$
 Total Market: \$27,256

Legal Lines (5)

#	Owner Name	% Own	M	File	Legal Description
1	ESCAMBIA COUNTY	100.00%			1 E 45 FT LT 23 & W 25 FT LT
2	BOARD OF COUNTY COMMISSION	0.00%		0W	2 28 BLK 5 RE S/D-OF
3					3 CANTONMENT HEIGHTS
4					4 PB 3P 6A
5					5 OR 6805 P 273

Owner Address: 221 PALAFOX FL STE 420
 Address:
 Address:
 City: FENSADOLA
 State: FL Zip: 32502
 County:
 Site Address: 2006 WOODBURY DR, CANTONMENT 32533
 Mail To:
 City: WOODBURY
 State: FL Zip: 32533
 County: CANTONMENT

Account Flags

#	Car	Type	Start	End	Value
3	INS	Primary Inspector			77
4	DIS	ECC DIST 5			
5	ZN	ZONING	05/10/2012	01/01/2020	V-3
6	UTS	UNIT COUNTS			UNIT COUNTS: DW3,NDW:0

Property Characteristics

#	Category	Characteristics
1	ROAD TYPE	CURB/BUTTER PAVED
2	APPRAISAL SOURCE	INSPECTOR

Account Detail (1) | Land Lines (2) | Buildings (3) | Extra Features (4) | Exemptions (5) | Notes & Ref (6) | Site & Flags (7) | Sales History (8) | Permits (9) | Work Flow (1) | Attachments (1) | GIS (1)

Logged in as "lhalat" | Account # Order | Maintenance Mode

Maintenance Date:
 All Flags: GEN ZN TIF UTS DEED PC HZ INS FC OC DIS PDIS

07/17/2012 11:12:34 AM



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3044

County Administrator's Report 13. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/23/2012

Issue: Purchase of Alamo Traxx RF All-Terrain Vehicle

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Purchase of Alamo Traxx RF All-Terrain Vehicle - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off the National Joint Powers Alliance Contract #031711-AGI for vehicles and equipment, in accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications, Exemptions; and Section 46-64, Board approval, and award a Purchase Order for one Alamo Traxx All-Terrain Vehicle, PD 11-12.052, to Beard Equipment Company, in the amount of \$76,147.60.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401]

BACKGROUND:

This Alamo Traxx mower unit will primarily enhance the Holding Pond maintenance program while lending support to other mowing operations of the County and by design it will also increase operator safety.

BUDGETARY IMPACT:

[Funding: Fund:175 Transportation Trust Fund, Cost Center 210402, Object Code 56401]

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3015

County Administrator's Report 13. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/23/2012

Issue: Contract Extension for PD 07-08.131, Elevator Maintenance/Services for Various Facilities, Escambia County

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Extension for Elevator Maintenance Services for Various Facilities - Amy Lovoy, Management and Budget Services Department Director

That the Board award a 12-month Extension Contract for Elevator Maintenance/Services for Various Facilities, Escambia County, Florida, PD 07-08.131, to Bagby Elevator Co., Inc., in accordance with the terms and conditions of the Contract for an estimated annual amount of \$79,000.

[Funding: Fund 001, General Fund, Cost Center 310203, Object Code 54601]

BACKGROUND:

An Invitation to Bid was advertised in the Pensacola News Journal on August 4, 2008 and mailed out on August 4, 2008 for, Elevator Maintenance/Services for Various Facilities, Escambia County, PD 07-08.131. The Solicitation was sent to 3 vendors, 2 bids were received 1 No Bid.

BUDGETARY IMPACT:

[Funding: General Fund 001, Cost Center: 310203, Object Code 54601]

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

Facilities Management will be the Administrator for this Contract.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Escambia County, FL Code of Ordinance Chapter 46 Finance, Article II Purchasing and Contracts, Division 3 Procedures, Section 46-85 Same-Bid Award.

IMPLEMENTATION/COORDINATION:

Purchasing will be responsible for obtaining signed Contracts, insurance and the issuance of the Purchase Order.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2970

County Administrator's Report 13. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/23/2012

Issue: Contract PD 09-10.010, "Consulting Engineering Services for Greenbrier Boulevard Extension"

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Atkins North America, Inc. (formerly PBS&J), on Contract PD 09-10.010, "Consulting Engineering Services for Greenbrier Boulevard Extension (Guidy/Greenbrier Intersection Improvement)" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order:

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$678,022.67
Vendor:	Atkins North America, Inc. (formerly PBS&J)
Project Name:	Greenbrier Boulevard
Contract:	Contract PD 09-10.010, "Consulting Engineering Services for Greenbrier Boulevard Extension (Guidy/Greenbrier Intersection Improvement)"
PO No.:	101041
CO No.:	5
Original Award Amount:	\$ 517,639.00
Cumulative Amount of Change Orders through this CO:	\$ 678,022.67
New Contract Total:	\$1,195,661.67

Meeting in regular session on February 18, 2010, the Board approved awarding a Task Order Contract, PD 09-10.010, "Consulting Engineering Services for Greenbrier Boulevard Extension (Guidy/Greenbrier Intersection Improvement)", per terms and conditions of Contract PD 02-03.79, Professional Services, as Governed by Florida Statute 287.055 to Atkins North America, Inc. (formerly PBS&J), for a lump sum amount of \$517,639.

This Change Order is to design and prepare construction documents for the Greenbrier Boulevard Roadway Improvements from Chemstrand Road east to Thompson Branch Bridge, as well as roadway improvements to Guidy Lane from Candlestick Drive to Greenbrier Boulevard. This project is broken into four phases to separate key elements of design as follows:

Phase II-A: Adds a new signal and turn lane improvements at the intersection of Greenbrier Boulevard and Guidy Lane - \$152,952.12.

Phase II-B: Includes roadway and drainage improvements along Greenbrier Boulevard east to Thompson Bridge - \$179,573.09.

Phase II-C: Includes roadway and drainage improvements to Guidy Lane from Candlestick to Greenbrier Boulevard and a new bridge at unnamed branch - \$259,324.37.

Phase II-D: Includes roadway and drainage improvements from Chemstrand Road to approximately 500 feet west of Guidy Lane up to a 60% phase in order to identify right-of-way requirements - \$86,173.09.

Change Order #1 was an additive Change Order to add Wetland Jurisdiction and Coordination with UWF Environmental Sciences. Change Order #2 cancelled Change Order #1 (services not applicable). Change Order #3 and Change Order #4 added time to the Contract.

Under Optional Services in the original Scope of Services it states that the Consultant may be requested to provide Phase II final design and plans preparation services. The fee for these services shall be negotiated based on the approved design recommendations from the Phase I study.

[Funding Source: Fund 352, "Local Option Sales Tax III", Cost Center 210104, Object Code 56301, Project #09EN0315, "UWF Campus Agreement"]

BACKGROUND:

Meeting in regular session on February 18, 2010, the Board approved awarding a Task Order Contract, PD 09-10.010, "Consulting Engineering Services for Greenbrier Boulevard Extension (Guidy/Greenbrier Intersection Improvement)", per terms and conditions of Contract PD 02-03.79, Professional Services, as Governed by Florida Statute 287.055 to Atkins North America, Inc. (formerly PBS&J), for a lump sum amount of \$517,639.00.

This Change Order is to design and prepare construction documents for the Greenbrier Boulevard Roadway Improvements from Chemstrand Road east to Thompson Branch Bridge as well as roadway improvements to Guidy Lane from Candlestick Drive to Greenbrier Boulevard. This project is broken into four (4) phases to separate key elements of design as follows:

Phase II-A: Adds a new signal and turn lane improvements at the intersection of Greenbrier Boulevard and Guidy Lane - \$152,952.12.

Phase II-B: Includes roadway and drainage improvements along Greenbrier Boulevard east to Thompson Bridge - \$179,573.09.

Phase II-C: Includes roadway and drainage improvements to Guidy Lane from Candlestick to

Greenbrier Boulevard and a new bridge at unnamed branch - \$259,324.37.

Phase II-D: Includes roadway and drainage improvements from Chemstrand Road to approximately 500 feet west of Guidy Lane up to a 60% phase in order to identify right-of-way requirements - \$86,173.09.

Change Order #1 was an additive change order to add Wetland Jurisdiction and Coordination with UWF Environmental Sciences, Change Order #2 cancelled Change Order#1 (services not applicable), Change Order #3 and Change Order #4 added time to the contract.

Under Optional Services in the original Scope of Services it states that the Consultant may be requested to provide Phase II final design and plans preparation services. The fee for these services shall be negotiated based on the approved design recommendations from the Phase I study.

BUDGETARY IMPACT:

Funds for this project are available in Fund 352 "Local Option Sales Tax III", Cost Center 210104, Object Code 56301, Project #09EN0315 "UWF Campus Agreement".

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Scope of Work

Fee Schedules

Subs

Recap of Costs

Board Action

PO101041 and TaskOrder

Escambia County
Greenbrier Boulevard and Guidy Lane Roadway Improvement Projects
(Phase II-A&B&C&D)
Scope of Services
May 16, 2012

The following is a scope of services which defines those tasks necessary to complete the Greenbrier Boulevard Roadway Improvements from Chemstrand Road east to Thompson Branch Bridge as well as roadway improvements to Guidy Lane from Candlestick Drive to Greenbrier Boulevard in Escambia County, Florida. Herein after all references to the County will mean Escambia County and all references to the Consultant will mean Atkins. The project is broken into four phases to separate key elements of design as follows: Phase II-A will include adding a new signal and turn lane improvements at the intersection of Greenbrier Boulevard and Guidy Lane. Phase II-B includes roadway and drainage improvements along Greenbrier Boulevard east to Thompson Branch Bridge. Phase II-C includes roadway and drainage improvements to Guidy Lane from Candlestick Drive to Greenbrier Boulevard and a new bridge at unnamed branch. Phase II-D includes roadway and drainage improvements from Chemstrand Road to approximately 500 feet west of Guidy Lane up to a 60% phase in order to identify right-of-way requirements.

Phase II-A

The Consultant shall design and prepare construction documents for roadway, intersection and signalization improvements to Greenbrier Boulevard at Guidy Lane. The project limits will begin along Greenbrier Boulevard approximately 500 feet west of Guidy Lane and extend to approximately 1,000 feet east of Guidy Lane. The project will also include an approximate 300 foot section of Guidy Lane south of Greenbrier Boulevard. A new traffic signal with mast arms will be installed at the re-designed intersection. The eastbound right turn lane queue length shall be at least 200 feet, the westbound left-turn lane queue length shall be at least 400 feet, and northbound right-turn lane shall be at least 150 feet. This project will include roadway widening of Greenbrier Boulevard from two to three lanes with 4 foot bicycle lanes, curb and gutter, and sidewalks in the immediate vicinity of the Greenbrier/Guidy Lane intersection. No right-of-way is anticipated due to roadway impacts. Since only the intersection is included in this task, the project is anticipated to qualify for an exemption from permitting requirements from NFWFMD. Since an exemption is allowed, no stormwater ponds are anticipated. The stormwater will be designed to be conveyed to the current outfall locations. No wetland impacts are anticipated with the intersection project.

Phase II-B

The Consultant shall design and prepare construction documents for roadway and drainage improvements from west of Guidy Lane to Thompson Branch Bridge. This project will include roadway widening of Greenbrier Boulevard from two to three lanes with 4 foot bicycle lanes, curb and gutter, and sidewalks. No right-of-way is anticipated due to roadway impacts; however, right-of-way will be required for one or two stormwater ponds. The stormwater system should be designed and sized to accept stormwater from Phase II-A construction and the ponds sized to accommodate the maximum amount of water upstream (to Pate Street, if possible). Negotiations with the University of West Florida (UWF) are needed to coordinate the location of a stormwater pond potentially on UWF property, located on the north side of

Greenbrier Boulevard. Anticipated permits will include but not limited to Northwest Florida Water Management District (NFWFMD) stormwater, dam safety and wetland permit.

Phase II-C

The Consultant shall design and prepare construction documents for roadway, drainage and bridge improvements for Guidy Lane from Candlestick Drive to just south of Greenbrier Boulevard. The project will include rehabilitating Guidy Lane to include three lanes with curb and gutter and sidewalks along both sides of the road. The typical section shall match the proposed Guidy Lane improvements immediately to the south (Nine Mile Road to Candlestick Drive). The project will also replace Bridge Number 484023, at unnamed branch crossing Guidy Lane. The Consultant will prepare a bridge hydraulic analysis and corresponding Bridge Development Report to determine the most cost effective and preferred bridge design. Right-of-way will be required for two potential stormwater pond sites. A pond siting report will be prepared to document the location and size of alternative pond locations and recommend preferred pond sites.

Phase II-D

The Consultant shall design and prepare construction documents for roadway and drainage improvements to Greenbrier Boulevard from Chemstrand Road to approximately 500 feet west of Guidy Lane. This project will include roadway widening of Greenbrier Boulevard from two to three lanes with 4 foot bicycle lanes, curb and gutter, and sidewalks. The goal of this phase is to accurately identify the required right-of-way necessary to construction the improvements. The project will not proceed past the 60% phase at this time. No permitting will occur for this roadway segment. Atkins will conduct the drainage analysis to determine the stormwater options including the need for ponds along the roadway segment. A pond siting report will be prepared for this segment. Wetlands will be identified and surveyed along the project. Geotechnical work efforts will be limited to pond locations so that percolation rates can be provided to allow determination of accurate pond sizing for the r/w requirements. Any roadway geotechnical work efforts and drainage geotechnical work efforts deemed necessary will be conducted after 60% when the County determines that the project should move forward. No subsurface utility efforts (SUE) will be conducted for this phase. Any SUE efforts will be conducted after the 60% phase.

Scope of Services will include:

1.0 SURVEY

Pittman, Glaze, and Associates, Inc. will establish horizontal and vertical control pick up topographic features within the roadway right of way. Additionally, utility locates will be called in and locations surveyed. Significant trees, above ground appurtenances, drainage structures, wetland flagging and striping will be surveyed. Geotechnical boring locations will be located within the project limits. The proposed stormwater ponds will be surveyed as designated by the engineer. A Minimum of two benchmarks referenced to NAVD 1988 Datum with a maximum distance between benchmarks shall not exceed 1,000 feet. Provide specific purpose survey for a right of way acquisition map which will depict right of way monumentation (PC's and PT's set every 1,500 to 2,000 linear feet). This task will also include legal descriptions and sketches for property acquisition. The as-built survey

required for permit agency certifications will also be provided. Attached, please find detailed scope and fees for each Phase II-A – IID. Phase II-A survey will include all survey along Greenbrier Boulevard between Pate Street and 1,000 feet east of Guidy Lane. This phase will also include all of the survey along Guidy from Greenbrier to the unnamed branch bridge on Guidy Lane. Phase II-B will include the survey from 1,000 feet east of Guidy Lane to the Thompson Branch Bridge. This will include a pond on UWF Property. Phase II-C survey will include all survey along Guidy Lane between Candlestick Drive and just north of the unnamed branch bridge. The hydraulic surveys and two pond surveys are included in this phase. Phase II-D will include roadway and pond surveys from Chemstrand Road to 500 feet west of Guidy Lane. Phase II-D will identify existing r/w but will not provide legal descriptions and sketches for r/w needs.

2.0 SUBSURFACE UTILITY ENGINEERING SERVICES

Due to the significant number of underground utilities on and adjacent to the roadway, CardnoTBE Group, Inc will provide limited ASCE Quality Level “A” vertical test holes on the public utilities at selected potential conflict areas (approved by Escambia County) within the limits of the projects. Phases IIA - IIC will have limited subsurface utility engineering services.

3.0 GEOTECHNICAL

Fugro Consultants Inc. will perform geotechnical exploration for the proposed roadway and signal mast arm design. In addition to the roadway investigation, Fugro will perform exploration for the proposed stormwater pond. Fugro will prepare a geotechnical report detailing the soil findings and design parameters. Attached is Fugro’s detailed scope and fee for each phase of work. This task will be a limiting amount.

4.0 TRAFFIC ANALYSIS

Engineering & Planning Resources (ERP) will prepare a traffic analysis for the proposed roadway improvements at Greenbrier Boulevard and Guidy Lane. The traffic analysis will verify storage lengths required for each turn lane.

5.0 ENGINEERING DESIGN/ANALYSIS

The following design items will be incorporated as part of the projects construction plans:

Roadway Design - The roadway design will include the horizontal and vertical roadway geometry, establishing roadway right of way, if required, and development of the roadway typical section. For Phase II-A, II-B, II-C and II-D the Consultant will design a three lane urban roadway typical section.

Drainage Design - The Consultant will design the proposed drainage system for the roadway improvements within the project limits. The drainage design for all three design phases will include a closed stormwater system, side drains, culverts, and stormwater ponds. As required, a pond siting report may be prepared to identify alternative

stormwater pond locations, preliminary sizes, and stormwater requirements. The stormwater will treat and attenuate the roadway runoff per County and NFWMD design standards.

Utilities – For each design phase the Consultant shall review existing utilities within the project limits and determine if there are any potential impacts with drainage and roadway improvements. The Consultant shall attend utility coordination meetings to explain the proposed design and resolve potential utility conflicts.

Signing and Pavement Markings – For each design phase the Consultant will prepare Signing and Pavement Markings that reflect the proposed improvements to Greenbrier Boulevard and Guidy Lane. This task will include field reviews of existing signage, remove conflicting signs, and prepare signing and pavement marking plans as part of the construction documentation.

6.0 STRUCTURES

Structural Design – For Phase II-A, the Consultant shall design the mast arms foundations for the proposed signals at Greenbrier Boulevard and Guidy Lane intersection. For Phase II-C the Consultant will design a new bridge to replace Bridge Number 484023 over unnamed branch on Guidy Lane. The Consultant will prepare a bridge development report to document proposed bridge alternatives and to determine the most cost effective bridge alternative solution.

7.0 SIGNALIZATION

As part of Phase II-A, the Consultant will design and prepare signalization plans for a new signal at Greenbrier Boulevard and Guidy Lane. The signalization plans will include the installation of traffic loops on Greenbrier Boulevard and Guidy Lane. The signalization fixtures will be designed based on County requirements and will be complimentary of materials/colors proposed at the area.

8.0 CONSTRUCTION PLANS

Construction Plans – For each design phase the Consultant will prepare four sets of 11” x 17” construction plans for the project. The plans shall include a key sheet, roadway typicals, general notes, project layout, plan-profile, preliminary drainage structures, roadway cross sections, stormwater pond, stormwater pond cross sections, signalization, signing and pavement markings, miscellaneous sheets. The construction plans shall be submitted at 30%, 60%, 90% and Final plans. A cost estimate will be prepared for each design phase submittal. A review meeting with Escambia County shall be held after each submittal to discuss the construction plans and cost estimate.

9.0 ENVIRONMENTAL/PERMITTING

Wetland Delineation and Permitting – The Consultant environmental staff will perform a wetland evaluation of the proposed roadway right of way and stormwater pond locations

within the limits of the project. Wetlands will be identified and flagged. Atkins staff will review the proposed design along the entire site in order to determine any environmental concerns or impacts. The Consultant staff will coordinate with permitting agencies on the proposed design and prepare environmental permits prior to construction. Permits for the proposed roadway improvements shall be prepared and submitted for Phase IIA – IIC.

Stormwater Permitting - The proposed roadway improvements will require stormwater permits. The stormwater ponds will be designed to treat and attenuate the stormwater runoff based on the County and Northwest Florida Water Management District (NFWFMD) regulations. The Consultant shall attend pre-application meeting with the NFWFMD. An Environmental Resource Permit will be prepared and submitted to the NFWFMD. Permits shall be prepared and submitted for Phase IIA - IIC.

The Consultant will respond to all wetland and stormwater permitting comments during the permitting process. The Consultant will provide all permit fees.

10.0 PUBLIC INVOLVEMENT

The Consultant will prepare a Community Awareness Plan for each design phase of the project. The Consultant shall prepare and attend a minimum of one public meeting to be held in the vicinity of the project site. The Consultant shall notify all elected officials and surrounding property owners via mailed letters of the public meeting. The Consultant will prepare all exhibits, handouts, and other displays required for the public meeting.

11.0 BIDDING

The Consultant will coordinate with Purchasing and Engineering regarding provisions of the contract documents including a bid tabulation sheet for bid purchases to assure that the contract front end documents are the latest and complete. Consultant will attend the pre-bid meetings during this phase. Additionally, the Consultant will respond to contractor initiated requests for information during the bidding phase. These requests and responses will be coordinated through County Engineering and any necessary Addenda will be coordinated with Purchasing. Consultant will attend the bid opening. This task also includes bid tabulations, bid reviews and recommendation of award, as required.

12.0 LIMITED - CONSTRUCTION ADMINISTRATION AND OBSERVATION

The Consultant will prepare for and attend the Pre-Construction meeting as well as monthly progress meetings throughout the duration of the construction (estimated at 6 months)

The Consultant will provide limited Construction Monitoring during construction (estimated at 6 months)

The Consultant shall review and approve all shop drawings for conformance with design concepts and information provided in technical specifications.

During bidding and/or construction, the Consultant shall provide assistance with responses to contractor requests for information (RFI) and the review of change order requests.

The Consultant shall generate record drawings from contractor mark-ups for delivery to the county. The Consultant shall provide all as-built certifications as necessary for the permitting agencies after construction is complete. The actual as-built survey will be provided by the Contractor and not the Engineer. As-built surveys are not included in the enclosed fees.

13.0 ADDITIONAL SERVICES

Services authorized by the County other than those specifically listed above shall be considered additional services and The Consultant shall be compensated as described in the Fee Summary. Additional services may include, but are not limited to the following:

1. Prepare 100% construction plans for the section of Roadway from Chemstrand Road to 500 feet west of Guidy Lane. Fee will be negotiated if the services are deemed necessary by the County.
2. Making revisions to drawings, specifications, or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to circumstances beyond the control of the Consultant.
3. Providing services of professional consultants (real estate acquisition agents, environmental professionals for unknown contamination assessments, etc.) other than as is specifically provided for under this scope of services.
4. Preparing supporting data and other services in connection with agency approvals if extensive studies and/or analysis are required beyond that which is incidental to this scope of services.
5. Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration, or legal proceeding.
6. Providing extensive assistance or preparation of additional documentation required for legal transactions, including sale of property or preparation of lease agreements.

14.0 CLIENT RESPONSIBILITIES

1. Designate in writing a person to act as the Escambia County representative with respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define policies and make decisions.
2. The contractor shall provide all red line As-Built drawings necessary for final certification of construction for permitting.

3. The County shall provide the Consultant with all available site data. This may include cadd files, GIS data, utility markups, geotechnical information and/or field notes.

Proposal for Professional Engineering and Surveying Services

Escambia County, Florida

PD xx.xxx

5/16/2012

DESCRIPTION	Project Manager	Senior Project Engineer	Project Engineer (PE) & Scientist II	Cadd Designer	Engineer II & Engineer Intern & Scientist I	Civil Inspector	Secretary/Clerical	Sub-consultants	BASIC FEE
	\$191.32	\$144.595	\$111.770	\$87.360	\$87.36	\$59.19	\$55.940		
Greenbrier Boulevard Roadway Improvement from 800 feet east of Guidy Lane to Thompson Branch Bridge (Phase II-B) (Length = 3300 lf)									
TASK 1 - 30% DESIGN AND PERMITTING									
Design kickoff meeting	1.5		2				1		\$566.46
Meetings with UWF to discuss stormwater pond requirements and potential UWF land use.	4		12		4		1		\$2,511.90
Preliminary drainage basin calculations (including basin runoff, conceptual inlet/pipe layout & size, concept pond design)	2		30		18				\$5,308.22
Utility coordination	1	2	4		0				\$927.59
Project coordination meetings with client	2		4		0		1		\$885.66
Prepare and submit 30% design plans	10		66		36				\$12,434.98
Wetland Delineation			40		30				\$7,091.60
Internal QA/QC	6	2							\$1,437.11
Prepare initial construction cost estimate	1		4		4				\$987.84
							SUBTOTAL=		\$32,151.36
TASK 3 - 60% DESIGN AND PERMITTING									
Project coordination meetings with client	1.5		4		2		1		\$964.72
Utility coordination	1	2	8		4				\$1,724.11
Address and incorporate 30% review comments from client			4		4				\$796.52
Stormwater Pond drainage design and calculations	4		40		40				\$8,730.48
Prepare and submit 60% roadway design plans	8		80		24		4		\$12,792.56
Prepare updated design calculations (updated from conceptual calcs in Task 1)	2		20		24				\$4,714.68
Internal QA/QC	6	2							\$1,437.11
Update Construction cost estimate with revisions from the 30% plans	1		2		3				\$676.94
Prepare initial specifications	1		1		5				\$739.89
On Site - Utility coordination field review	2	2	4		0		1		\$1,174.85
							SUBTOTAL=		\$33,751.86
TASK 4 - 90% DESIGN AND PERMITTING									
Project coordination meetings with client	1.5		4		1		1		\$877.36
Utility coordination	1	2	6		2				\$1,325.85
Address and incorporate 60% review comments from client			4		4		1		\$852.46
Finalize Stormwater Pond drainage design and calculations			24		14				\$3,905.52
Prepare and submit 90% design plans	2		48		40				\$9,242.00
Prepare 90% design calculations	2		16		4		1		\$2,576.34
PUBLIC OUTREACH AND MEETINGS after 60%	6	2	32		24		8		\$7,557.91
Environmental Clearances/Wetland Permitting			60		30				\$9,327.00
Submit NWFWMDFDEP Environmental Resource Permit Application for stormwater and wetland permitting (includes Pre-App Meeting)	2		48		12				\$6,795.92
Internal QA/QC	4	1							\$909.88
Update construction cost estimate with revisions from the 60% plans			2		2		1		\$454.20
Update specifications to 90%			1		5				\$548.57
							SUBTOTAL=		\$44,373.01
TASK 5 - FINAL DESIGN AND PERMITTING									
Project coordination meetings with client	1.5		4		1		1		\$877.36
Utility coordination	1	1	4		2				\$957.72
Address and incorporate 90% review comments from client	1		2		2				\$589.58
Address and incorporate third party review comments	2		8		6				\$1,800.96
Prepare and submit final design plans	2		24		12				\$4,113.44
Prepare final design calculations			4		4		2		\$908.40
Address NWFWMDFDEP Environmental Resource Permit comments and resubmit for final permit	1		4		2				\$813.12
Internal QA/QC	4								\$765.28
Update final construction cost estimate with revisions from the 90% plans			2		1				\$310.90
Update final specifications (include permits and geotech reports)					4		2		\$461.32
							SUBTOTAL=		\$11,598.08
TASK 6 - BIDDING ASSISTANCE									
Prepare bid tab	1		2		4				\$764.30
Attend pre-bid conference	2		2		1				\$693.54
Attend bid opening	1		1						\$303.09
Evaluate bids and generate bid tabulation			2						\$223.54
							SUBTOTAL=		\$1,984.47
TASK 7 - LIMITED CONSTRUCTION ADMINISTRATION AND OBSERVATION									
Address bidder's concerns and issue addenda	2		4		2				\$1,004.44
Limited construction monitoring (6 months) - (24 weeks - 1 hour every 2 weeks for PM, 2 hour every week for PE)	12		48		0				\$7,660.80
Prepare for and attend pre-con	2		3						\$717.95
Prepare for and attend bi-weekly progress meetings (2 hours per meeting - twice a month)	12		24						\$4,978.32
Shop drawing review	1		4						\$638.40
Respond to contractor issues (RFIs) during construction	4		16		6				\$3,077.76
Generate record drawings from contractor mark-ups	1		8		16				\$2,483.24
Project certification to permitting agencies	1		4						\$638.40
							SUBTOTAL=		\$21,199.31
ALLOWANCES									
Field Survey (Pitman-Glaze)								\$ 13,345.00	\$13,345.00
GEOTEHNCIAL INVESTIGATION AND REPORT (Fubro)								\$ 10,560.00	\$10,560.00
PERMITTING FEES (estimated)									\$1,810.00
SUBSURFACE UTILITY ENGINEERING (SUE) Cardno TBE								\$8,800.00	\$8,800.00
MISCELLANEOUS CONTINGENCY ALLOWANCE									\$0.00
							ALLOWANCE TOTAL=		\$34,515.00

DESCRIPTION	Project Manager \$191.32	Senior Project Engineer \$144.595	Project Engineer (PE) & Scientist II \$111.770	Cadd Designer \$87.360	Engineer II & Engineer Intern & Scientist I \$87.36	Civil Inspector \$59.19	Secretary/Clerical \$55.940	Sub-consultants	BASIC FEE
Greenbrier Boulevard @ Gully Lane Intersection Improvement Project (EB and NB right turn lanes + WB Left turn lane)(Phase II-A)									
TASK 1 - 30% DESIGN AND PERMITTING									
Design kickoff meeting	1.5		2.5		0		1		\$622.35
Field meetings with County staff for input regarding historical drainage and maintenance complaints			3						\$335.31
Pre-application meetings and telecons with NWFWD/DEP to determine stormwater/wetland permitting requirements	1		6		4				\$1,211.38
Review of previously permitted ponds and permits (FDEP records - gas station)	2		2						\$223.54
Preliminary drainage basin calculations (including basin runoff, conceptual inlet/pipe layout & size, concept pond design)	2		40		40				\$8,347.84
Utility coordination	1	2	8		4				\$1,724.11
Project coordination meetings with client and UWF	4		4		4		1		\$1,617.74
Prepare and submit 30% design plans	10	4	36		44				\$10,359.14
Internal QA/QC	6	2							\$1,437.11
Prepare initial construction cost estimate	1		4		4				\$987.84
									SUBTOTAL=
									\$26,866.36
TASK 3 - 60% DESIGN AND PERMITTING									
Project coordination meetings with client	1.5		3		0		1		\$678.23
Utility coordination	2	2	10						\$1,789.53
Address and incorporate 30% review comments from client			4		4				\$796.52
Prepare and submit 60% roadway design plans	8		60		24		4		\$10,557.16
Prepare 60% Signalization Plans	10	16	72	12	14				\$14,545.52
PUBLIC OUTREACH AND MEETINGS @ 60% (Antipate Meeting with Gas Station Owner)	2	0	2		0		0		\$606.18
Prepare updated design calculations (updated from conceptual calcs in Task 1)	2		12		16				\$3,121.64
Internal QA/QC	8								\$1,530.56
Update Construction cost estimate with revisions from the 30% plans	1		1		3				\$565.17
Prepare initial specifications	1		2		8				\$1,113.74
On Site - Utility coordination field review	2	2	4		1		1		\$1,262.21
									SUBTOTAL=
									\$36,566.46
TASK 4 - 90% DESIGN AND PERMITTING									
Project coordination meetings with client	1.5		3		2		1		\$852.95
Utility coordination	2	2	8		2				\$1,740.71
Address and incorporate 60% review comments from client			4		4		1		\$852.46
Prepare and submit 90% design plans	4		24		24				\$5,544.40
Prepare 90% Signalization Plans	8	10	56	12	12				\$11,332.27
Prepare 90% design calculations	2		4		4		1		\$1,235.10
Submit NWFWD/FDEP Environmental Resource Permit Application for stormwater and wetland permitting (Antipate Exemption Paperwork - Justification)	2		4		4				\$1,179.16
Internal QA/QC	6	2							\$1,437.11
Update construction cost estimate with revisions from the 60% plans			2		2		1		\$454.20
Update specifications to 90%			1		2				\$286.49
									SUBTOTAL=
									\$24,914.85
TASK 5 - FINAL DESIGN AND PERMITTING									
Project coordination meetings with client	1.5		3		0		1		\$678.23
Utility coordination	1	2	4		2				\$1,102.31
Address and incorporate 90% review comments from client	1		4		4				\$987.84
Address and incorporate third party review comments	2		4		6				\$1,353.88
Prepare and submit final design plans	2		12		12				\$2,772.20
Prepare final Signalization plans	6	0	16		8				\$3,635.12
Prepare final design calculations			2		4		2		\$684.86
Address NWFWD/FDEP Environmental Resource Permit comments and resubmit for final permit (Antipate Exemption)	0		0		0				\$0.00
Internal QA/QC	4	2							\$1,054.47
Update final construction cost estimate with revisions from the 90% plans			3		2				\$510.03
Update final specifications (include permits and geotech reports)			1		3		2		\$485.73
									SUBTOTAL=
									\$13,264.67
TASK 6 - BIDDING ASSISTANCE									
Prepare bid tab	1		2		2				\$589.58
Attend pre-bid conference	2		2		1				\$693.54
Attend bid opening	1		1						\$303.09
Evaluate bids and generate bid tabulation			2						\$223.54
									SUBTOTAL=
									\$1,809.75
TASK 7 - LIMITED CONSTRUCTION ADMINISTRATION AND OBSERVATION									
Address bidder's concerns and issue addenda	1.5		4		2				\$908.78
Limited construction monitoring (6 months) - (24 weeks - 1 hour every 2 weeks for PM, 2 hours every week for PE)	12		48		0				\$7,660.80
Prepare for and attend pre-con	1.5		3						\$622.29
Prepare for and attend bi-weekly progress meetings (2 hours per meeting - twice a month)	12		24						\$4,978.32
Shop drawing review	1		4						\$638.40
Respond to contractor issues (RFIs) during construction	2		8		2				\$1,451.52
Generate record drawings from contractor mark-ups	1		8		4				\$1,434.92
Project certification to permitting agencies (no permit anticipated)	0		0						\$0.00
									SUBTOTAL=
									\$17,695.03
ALLOWANCES									
Field Survey (Pitman-Glaze)								\$ 9,535.00	\$9,535.00
WETLAND DELINEATION/PERMITTING								\$ 7,100.00	\$7,100.00
GEOTEHNCIAL INVESTIGATION AND REPORT (Fubro)								\$ 0.00	\$0.00
PERMITTING FEES (estimated)(Exemption)								\$ 15,200.00	\$ 15,200.00
SUBSURFACE UTILITY ENGINEERING								\$ 0.00	\$0.00
MISCELLANEOUS CONTINGENCY ALLOWANCE								\$ 0.00	\$0.00
								ALLOWANCE TOTAL=	\$31,835.00



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April 3, 2012
Proposal No. 04.83121009

Mr. Greg Allen, PE
Atkins
2114 Airport Boulevard, Suite 1450
Pensacola, Florida 32504

Subject: Greenbrier Phase IIA Improvements
Escambia County, Florida

Dear Mr. Allen:

Fugro Consultants, Inc. (Fugro) is pleased to submit this proposal to perform the Geotechnical exploration for the proposed project. Included in this proposal are our understanding of the project, the proposed Scope of Services, the cost for our services, and the General Conditions proposed.

Project Description

Based on the information provided, we understand that this phase of the project will include approximately 1500 linear feet of roadway widening on Greenbrier Blvd., approximately 300 linear feet of roadway rehabilitation/reconstruction on the northern end of Guidy Lane, and signalization at the intersection of Greenbrier Blvd. and Guidy Lane.

The widening of Greenbrier Blvd. will be from the current 2-lane section to a 3-lane section with 4 foot wide bicycle lanes, curb and gutter, and sidewalks. The widening will occur on both sides of the existing road. We expect finished grades to generally match existing grades.

The rehabilitation/widening of Guidy Lane will incorporate of curb and gutter and sidewalks on both sides of the road. We expect finished grades to generally match existing grades.

The signalization at the intersection of Greenbrier Blvd. and Guidy Lane is expected to require 2 mast arm assemblies.

Scope of Work

Based on our understanding of the above project information, we recommend drilling a series of shallow auger borings and Standard Penetration Test (SPT) borings to evaluate the subsurface conditions present in the subject areas as described below.

Roadway: Drill 5 foot deep auger borings on approximately 500 foot centers along the roadway widening/rehabilitation areas (5 total).

Mast Arm Assemblies: Drill two 25 foot deep SPT borings, one at each of the two expected mast arms assemblies.

We have assumed that the boring locations are or will be readily accessible with our truck mounted drill rig. If this is not the case after the borings have been field located, we will notify you to discuss alternatives to access the boring locations.

Laboratory soil testing will be required to aid in soil classification and to evaluate and document general material properties (e.g. moisture sensitivity, compactability, etc.). Our cost estimate includes an allowance for general soil classification tests (eg. natural water content tests, grainsize tests, organic content tests, and Atterberg limits tests), and two Limerock Bearing Ratio tests. More extensive laboratory soil testing, if necessary based on the subsurface conditions encountered, will not be performed without prior authorization.

Following the completion of the field and lab testing, we will render the following deliverables:

- Pavement design recommendations including subgrade improvement and compaction requirements, recommended pavement type (i.e. flexible asphaltic concrete or rigid concrete pavement) based on the subsurface conditions encountered and the expected traffic mix, base material recommendations (if applicable) based on the soil and groundwater conditions encountered, base compaction recommendations (if applicable), and recommended asphaltic concrete surface course and compaction requirements (if applicable). Typical pavement sections used in similar developments in the local area will be provided. While a project specific pavement section is not included in this proposal, one can be designed for an additional fee if traffic design parameters (eg. traffic count and mix, desired pavement life, etc.) are provided.
- A foundation report for the mast arm assemblies.

Cost Estimate

We estimate the total cost for our services to be \$7,100, as summarized below for each phase of the project:

Roadway Study	\$4,120
Mast Arm Signalization Study	\$2,980

Authorization

To authorize Fugro to provide these services, please sign where indicated, and return a copy of the executed proposal to us. Please note that the attached General Conditions are considered an integral part of our agreement. Your acceptance of this proposal indicates your understanding and acceptance of these conditions.

Fugro appreciates the opportunity to provide you with this proposal, and we look forward to working with you on this project. If you have any questions or comments, please feel free to call.

Sincerely,
FUGRO CONSULTANTS, INC.



H. Mickey Barrett, PE
Florida Operations Manager

Attachment:

Schedule 40.01 (Rev. Nov. 2010) – *General Conditions for Technical Services*

AUTHORIZED BY:	INVOICE TO:
Signature	Firm
Name	Address
Title	
Date	Attention
Phone Number	Phone Number
Email Address	Email Address



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April 3, 2012
Proposal No. 04.83121010

Mr. Greg Allen, PE
Atkins
2114 Airport Boulevard, Suite 1450
Pensacola, Florida 32504

Subject: Greenbrier Phase IIB Improvements
Escambia County, Florida

Dear Mr. Allen:

Fugro Consultants, Inc. (Fugro) is pleased to submit this proposal to perform the Geotechnical exploration for the proposed project. Included in this proposal are our understanding of the project, the proposed Scope of Services, the cost for our services, and the General Conditions proposed.

Project Description

Based on the information provided, we understand that this phase of the project will include approximately 2000 linear feet of roadway widening on Greenbrier Blvd. and a new stormwater pond.

The widening of Greenbrier Blvd. will be from the current 2-lane section to a 3-lane section with 4 foot wide bicycle lanes, curb and gutter, and sidewalks. The widening will occur on both sides of the existing road. We expect finished grades to generally match existing grades.

The stormwater pond will be located on Greenbrier Blvd. across from Fox Run and is expected to measure approximately 250 feet by 400 feet. The depth of the pond is expected to be approximately 5 feet to 10 feet. The size and depth of the pond are subject to change based on the subsurface conditions encountered and/or the final drainage calculations.

Scope of Work

Based on our understanding of the above project information, we recommend drilling a series of shallow auger borings and Standard Penetration Test (SPT) borings to evaluate the subsurface conditions present in the subject areas as described below.

Roadway: Drill 5 foot deep auger borings on 500 foot centers along the roadway alignment (5 total).

Stormwater Ponds: Drill two 35 foot deep SPT borings at the proposed pond location. One temporary piezometer is proposed at the pond site to allow for an accurate measurement of the groundwater table at the time of drilling and 72 hours afterwards. Ground surface and top of casing elevations will need to be provided to calculate groundwater elevations.

Based on existing vegetation, we have assumed that the pond borings will require some hand clearing to access the boring locations. We have included an allowance for difficult moving time in our cost estimate.

Laboratory soil testing will be required to aid in soil classification and to evaluate and document general material properties (e.g. moisture sensitivity, compactability, permeability, etc.). Our cost estimate includes an allowance for general soil classification tests (eg. natural water content tests, grainsize tests, organic content tests, and Atterberg limits tests), two Limerock Bearing Ratio tests, and two falling head permeability tests. More extensive laboratory soil testing, if necessary based on the subsurface conditions encountered, will not be performed without prior authorization.

Following the completion of the field and lab testing, we will render the following deliverables:

- Pavement design recommendations including subgrade improvement and compaction requirements, recommended pavement type (i.e. flexible asphaltic concrete or rigid concrete pavement) based on the subsurface conditions encountered and the expected traffic mix, base material recommendations (if applicable) based on the soil and groundwater conditions encountered, base compaction recommendations (if applicable), and recommended asphaltic concrete surface course and compaction requirements (if applicable). Typical pavement sections used in similar developments in the local area will be provided. While a project specific pavement section is not included in this proposal, one can be designed for an additional fee if traffic design parameters (eg. traffic count and mix, desired pavement life, etc.) are provided.
- A soils report for the proposed pond including an assessment of the general hydraulic conductivity of the soils encountered, the suitability of the subsurface conditions for on-site disposal of stormwater runoff, and potential stormwater disposal alternatives, if applicable (eg. sand beds and underdrains, sand chimneys, etc.). Geotechnical design parameters for pond recovery analysis in accordance with current ERP requirements will be provided (i.e. vertical and horizontal permeability, porosity, aquifer thickness, and estimates of the seasonal high water table).

Cost Estimate

We estimate the total cost for our services to be \$10,560, as summarized below for each phase of the project:

Roadway Study	\$4,120
Pond Study	\$6,440

Authorization

To authorize Fugro to provide these services, please sign where indicated, and return a copy of the executed proposal to us. Please note that the attached General Conditions are considered an integral part of our agreement. Your acceptance of this proposal indicates your understanding and acceptance of these conditions.

Fugro appreciates the opportunity to provide you with this proposal, and we look forward to working with you on this project. If you have any questions or comments, please feel free to call.

Sincerely,
FUGRO CONSULTANTS, INC.



H. Mickey Barrett, PE
Florida Operations Manager

Attachment:
Schedule 40.01 (Rev. Nov. 2010) – *General Conditions for Technical Services*

AUTHORIZED BY:	INVOICE TO:
Signature	Firm
Name	Address
Title	
Date	Attention
Phone Number	Phone Number
Email Address	Email Address

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS



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 Licensed in Florida and Alabama

April 3, 2012

Gregory Allen
 Atkins
 2114 Airport Boulevard, Suite 1450
 Pensacola, FL 32504

Ref: Greenbriar - Phase 11B

Dear Mr. Allen:

In response to your request for an estimate to supply surveying services for the referenced project, we submit the following:

Scope of Work

Greenbriar from the bridge to 1000' east of Cuidy Lane. boundary/topo/legal descriptions of 2.2 acre pond, upstream/downstream profiles at bridge. wetland locations -- approximately 2300 +/- linear feet

Total Field Crew	80 hrs.	\$10,400.00
<u>Office Work</u>		
	<u>Hours</u>	<u>Cost</u>
1. Drafting/calculations/research	32 hrs.	\$1,760.00
2. Secretary	3 hrs.	\$105.00
3. Professional Land Surveyor/Supervision	12 hrs.	\$1,080.00
Grand Total		\$13,345.00

We appreciate this opportunity to present this proposal to you and we would look forward to working with you on the project. If you have any questions, please don't hesitate to call me.

Thank you,

David D. Glaze, P. S. M.

DDG/bo

To accept proposal and execute notice to proceed please sign, date, and return _____
 Signature and Date

*Surveyor not responsible for acquiring underground utility location, but will locate all utilities flagged by clients' representatives

TERMS: Net tenth of month following purchase, unless specified otherwise. All accounts 30 days past due will be subjected to a monthly service charge of one and one half percent, with a minimum of \$0.50 until paid. This represents an annual percentage interest rate of eighteen percent.



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April 3, 2012
Proposal No. 04.83121011

Mr. Greg Allen, PE
Atkins
2114 Airport Boulevard, Suite 1450
Pensacola, Florida 32504

Subject: Greenbrier Phase IIC Improvements
Escambia County, Florida

Dear Mr. Allen:

Fugro Consultants, Inc. (Fugro) is pleased to submit this proposal to perform the Geotechnical exploration for the proposed project. Included in this proposal are our understanding of the project, the proposed Scope of Services, the cost for our services, and the General Conditions proposed.

Project Description

Based on the information provided, we understand that this phase of the project will include approximately 1835 linear feet of roadway rehabilitation/widening on Guidy Lane, replacement of the existing bridge on Guidy Lane, and two new stormwater ponds on Guidy Lane.

The rehabilitation/widening of Guidy Lane will incorporate curb and gutter and sidewalks on both sides of the road. We expect finished grades to generally match existing grades.

The existing 2-lane bridge on Guidy Lane will be replaced by a new 3 lane bridge. The type of bridge had not been determined at the time of this proposal. We have assumed that the new 60 foot long bridge will be a single span cast-in-place structure with end bents supported by prestressed concrete piles.

Two new stormwater ponds will be constructed to support the proposed improvements. The ponds will be located on Guidy Lane - one north of the bridge measuring approximately 145 feet by 190 feet, and one south of the bridge measuring approximately 175 feet by 255 feet. The pond depths are expected to range from 5 feet to 10 feet. The size of the ponds are subject to change based on the subsurface conditions encountered and/or the final drainage calculations.

Scope of Work

Based on our understanding of the above project information, we recommend drilling a series of shallow auger borings and Standard Penetration Test (SPT) borings to evaluate the subsurface conditions present in the subject areas as described below.

Roadway: Drill 5 foot deep auger borings on 500 foot centers along the roadway alignment (5 total).

Bridge Structure: Drill two 100 foot deep SPT borings, one at each end bent of the proposed bridge, to evaluate pile foundation alternatives. Split spoon samples will be collected continuously to a depth of 10 feet and on 5 foot centers thereafter.

Stormwater Ponds: Drill two 35 foot deep SPT borings at each of the two pond locations (4 borings total). One temporary piezometer will be installed at each site to allow for an accurate measurement of the groundwater table at the time of drilling and 72 hours afterwards. Ground surface and top of casing elevations will need to be provided to calculate groundwater elevations.

We have assumed that the borings can be accessed with truck mounted drilling equipment with no clearing required. If this proves not to be the case after the borings are field located, we will notify of the condition and the cost to access them with the drill rig.

Laboratory soil testing will be required to aid in soil classification and to evaluate and document general material properties (e.g. moisture sensitivity, compactability, permeability, etc.). Our cost estimate includes an allowance for general soil classification tests (eg. natural water content tests, grainsize tests, organic content tests, and Atterberg limits tests), two Limerock Bearing Ratio tests, and four falling head permeability tests (two at each pond location). Four corrosion series tests (two soil, two water) will be performed for the bridge structure. More extensive laboratory soil testing, if necessary based on the subsurface conditions encountered, will not be performed without prior authorization.

Following the completion of the field and lab testing, we will render the following deliverables:

- Pavement design recommendations including subgrade improvement and compaction requirements, recommended pavement type (i.e. flexible asphaltic concrete or rigid concrete pavement) based on the subsurface conditions encountered and the expected traffic mix, base material recommendations (if applicable) based on the soil and groundwater conditions encountered, base compaction recommendations (if applicable), and recommended asphaltic concrete surface course and compaction requirements (if applicable). Typical pavement sections used in similar developments in the local area will be provided. While a project specific pavement section is not included in this proposal, one can be designed for an additional fee if traffic design parameters (eg. traffic count and mix, desired pavement life, etc.) are provided.
- A foundation report for the new bridge structure. Pile compression capacity curves will be provided for the bridge, as will FDOT soil survey sheets. Lateral analysis has not been included in our scope of services.
- A soils report for the proposed ponds including an assessment of the general hydraulic conductivity of the soils encountered, the suitability of the subsurface conditions for on-site disposal of stormwater runoff, and potential stormwater disposal alternatives, if applicable (eg. sand beds and underdrains, sand chimneys, etc.). Geotechnical design parameters for pond recovery analysis in accordance with current ERP requirements will be provided (i.e. vertical and horizontal permeability, porosity, aquifer thickness, and estimates of the seasonal high water table).

Cost Estimate

We estimate the total cost for our services to be \$23,865, as summarized below for each phase of the project:

Roadway Study	\$4,120
Bridge Study	\$10,085
Pond Study	\$9,660

Authorization

To authorize Fugro to provide these services, please sign where indicated, and return a copy of the executed proposal to us. Please note that the attached General Conditions are considered an integral part of our agreement. Your acceptance of this proposal indicates your understanding and acceptance of these conditions.

Fugro appreciates the opportunity to provide you with this proposal, and we look forward to working with you on this project. If you have any questions or comments, please feel free to call.

Sincerely,
FUGRO CONSULTANTS, INC.



H. Mickey Barrett, PE
Florida Operations Manager

Attachment:
Schedule 40.01 (Rev. Nov. 2010) – *General Conditions for Technical Services*

AUTHORIZED BY:	INVOICE TO:
Signature	Firm
Name	Address
Title	
Date	Attention
Phone Number	Phone Number
Email Address	Email Address



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May 16, 2012
Proposal No. 04.83121013

Mr. Greg Allen, PE
Atkins
2114 Airport Boulevard, Suite 1450
Pensacola, Florida 32504

Subject: Greenbrier Phase IID Improvements
Escambia County, Florida

Dear Mr. Allen:

Fugro Consultants, Inc. (Fugro) is pleased to submit this proposal to perform the Geotechnical exploration for the proposed project. Included in this proposal are our understanding of the project, the proposed Scope of Services, the cost for our services, and the General Conditions proposed.

Project Description

Based on the information provided, we understand that this phase of the project will include two new stormwater ponds. The ponds will be located on Greenbrier Blvd. between Chemstrand Road and 500 feet west of Guidy Lane. We understand that the two ponds will be a total of about 2.5 acres in size. We have assumed that the ponds will be no deeper than 10 feet below existing grade.

Scope of Work

We understand that at this time, only one boring is being requested at each pond site. Additional borings required to meet current ERP requirements (most likely a second boring in each pond) will be performed after the 60% plans are prepared. One temporary piezometer is proposed at each pond site to allow for an accurate measurement of the groundwater table at the time of drilling and 72 hours afterwards. Ground surface and top of casing elevations will need to be provided to calculate groundwater elevations

We have assumed that the pond borings will require some hand clearing to access the boring locations, and have included one day of difficult moving in our cost estimate.

Laboratory soil testing will be required to aid in soil classification and to evaluate and document general material properties (e.g. soil permeability). Our cost estimate includes an allowance for general soil classification tests (eg. natural water content tests and grainsize tests) and four falling head permeability tests. More extensive laboratory soil testing, if necessary based on the subsurface conditions encountered, will not be performed without prior authorization.

Following the completion of the field and lab testing, we will render a soils report for the proposed ponds including an assessment of the general hydraulic conductivity of the soils encountered, the suitability of the subsurface conditions for on-site disposal of stormwater runoff, and potential stormwater disposal alternatives, if applicable (eg. sand beds and underdrains, sand chimneys, etc.). Geotechnical design parameters for pond recovery analysis in accordance with current ERP requirements will be provided (i.e.

vertical and horizontal permeability, porosity, aquifer thickness, and estimates of the seasonal high water table).the following deliverables:

Cost Estimate

We estimate the total cost for our services to be \$6,440.

Authorization

To authorize Fugro to provide these services, please sign where indicated, and return a copy of the executed proposal to us. Please note that the attached General Conditions are considered an integral part of our agreement. Your acceptance of this proposal indicates your understanding and acceptance of these conditions.

Fugro appreciates the opportunity to provide you with this proposal, and we look forward to working with you on this project. If you have any questions or comments, please feel free to call.

Sincerely,
FUGRO CONSULTANTS, INC.



H. Mickey Barrett, PE
Florida Operations Manager

Attachment: Schedule 40.01 (Rev. Nov. 2010) – *General Conditions for Technical Services*

AUTHORIZED BY:	INVOICE TO:
Signature	Firm
Name	Address
Title	
Date	Attention
Phone Number	Phone Number
Email Address	Email Address

PITTMAN,
GLAZE AND
ASSOCIATES, INC.
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May 10, 2012

Gregory Allen
 Atkins
 2114 Airport Boulevard, Suite 1450
 Pensacola, FL 32504

Ref: Greenbriar -Phase 11D

Dear Mr. Allen:

In response to your request for an estimate to supply surveying services for the referenced project, we submit the following:

Scope of Work

Topo, R/W, utilities from Pate Street to Chemstrand - approx 3700'+/- - 2.5 acre pond

Total Field Crew	90 hrs.	\$11,700.00
<u>Office Work</u>		
1. Drafting/calculations/research	<u>Hours</u> 36 hrs.	<u>Cost</u> \$1,980.00
2. Secretary	6 hrs.	\$210.00
3. Professional Land Surveyor/Supervision	14 hrs.	\$1,260.00
Grand Total		\$15,150.00

We appreciate this opportunity to present this proposal to you and we would look forward to working with you on the project. If you have any questions, please don't hesitate to call me.

Thank you,

David D. Glaze, P. S. M.

DDG/bo

To accept proposal and execute notice to proceed please sign, date, and return.

Signature and Date

*Surveyor not responsible for acquiring underground utility location, but will locate all utilities flagged by clients' representatives

TERMS: Net tenth of month following purchase, unless specified otherwise. All accounts 30 days past due will be subjected to a monthly service charge of one and one half percent, with a minimum of \$0.50 until paid. This represents an annual percentage interest rate of eighteen percent.

✦ 700 North Ninth Avenue, Pensacola, FL 32501 ✦ ph (850) 434-6666 ✦ fx (850) 434-6661 ✦
 ✦ www.pittmanglaze.com ✦ email: pgasurvey@bellsouth.net ✦

PITTMAN,
GLAZE AND
ASSOCIATES, INC.
LAND SURVEYORS



Providing Professional Surveying Services Since 1976
 Licensed in Florida and Alabama

April 3, 2012

Gregory Allen
 Atkins
 2114 Airport Boulevard, Suite 1450
 Pensacola, FL 32504

Ref: Greenbriar - Phase 11A

Dear Mr. Allen:

In response to your request for an estimate to supply surveying services for the referenced project, we submit the following:

Scope of Work

Greenbriar/Guidy
 Greenbriar -- from Pate Street to 1000' east Guidy
 Guidy -- from intersection Greenbriar to centerline of bridge
 Approximately 2600 +/- linear feet

Total Field Crew	57 hrs.	\$7,410.00
------------------	---------	------------

<u>Office Work</u>	<u>Hours</u>	<u>Cost</u>
1. Drafting/calculations/research	22 hrs.	\$1,210.00
2. Secretary	3 hrs.	\$105.00
3. Professional Land Surveyor/Supervision	9 hrs.	\$810.00

Grand Total		\$9,535.00
-------------	--	------------

We appreciate this opportunity to present this proposal to you and we would look forward to working with you on the project. If you have any questions, please don't hesitate to call me.

Thank you,

David D. Glaze, P. S. M.

DDG/bo

To accept proposal and execute notice to proceed please sign, date, and return _____
Signature and Date

**Surveyor not responsible for acquiring underground utility location, but will locate all utilities flagged by clients' representatives*

TERMS: Net tenth of month following purchase, unless specified otherwise. All accounts 30 days past due will be subjected to a monthly service charge of one and one half percent, with a minimum of \$0.50 until paid. This represents an annual percentage interest rate of eighteen percent.

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS



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 Licensed in Florida and Alabama

April 3, 2012

Gregory Allen
 Atkins
 2114 Airport Boulevard, Suite 1450
 Pensacola, FL 32504

Ref: Greenbriar - Phase 11C

Dear Mr. Allen:

In response to your request for an estimate to supply surveying services for the referenced project, we submit the following:

Scope of Work

Guidy from north side of bridge to Candlestick Drive, upstream/downstream profiles at bridge, wetlands, boundary/topo/legal descriptions of 2 ponds (2.5+/- total acres) – approximately 1800+/- linear feet

Total Field Crew	60 hrs.	\$7,800.00
<u>Office Work</u>		
1. Drafting/calculations/research	<u>Hours</u> 24 hrs.	<u>Cost</u> \$1,320.00
2. Secretary	4 hrs.	\$140.00
3. Professional Land Surveyor/Supervision	10 hrs.	\$900.00
Grand Total		\$10,160.00

We appreciate this opportunity to present this proposal to you and we would look forward to working with you on the project. If you have any questions, please don't hesitate to call me.

Thank you,

David D. Glaze, P. S. M.

DDG/bo

To accept proposal and execute notice to proceed please sign, date, and return _____

Signature and Date

*Surveyor not responsible for acquiring underground utility location, but will locate all utilities flagged by clients' representatives

TERMS: Net term of month following purchase, unless specified otherwise. All accounts 30 days past due will be subjected to a monthly service charge of one and one half percent, with a minimum of \$0.50 until paid. This represents an annual percentage interest rate of eighteen percent.

✦ 700 North Ninth Avenue, Pensacola, FL 32501 ✦ ph (850) 434-6666 ✦ fx (850) 434-6661 ✦
 ✦ www.pitmanglaze.com ✦ email: pgasurvey@bellsouth.net ✦

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Greenbrier Boulevard Pate to the bridge just west of Fox Run Road along Greenbrier and includes Gudy from Candieslick drive to Greenbrier
 County: Escambia
 FPN: N/A
 FAP No.: N/A

Consultant Name: ATKINS / Cardno TBE
 Consultant No.: enter consultant's proj. number
 Date: 4/3/2012
 Estimator: Davi Thie, PLS

Staff Classification	Total Staff Hours From 'SH Summary Firm'	Project Manager (SUE)	CADD Tech (SUE)	Secretary / Clerical	Staff Classification 4	Staff Classification 5	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH	Salary	Average Rate Per Task
3. Project General and Project Common Tasks	0	\$190.25	\$110.72	\$65.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dvgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	#DIV/0!
Total Staff Cost		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	#DIV/0!

SALARY RELATED COSTS:
 OVERHEAD: 0%
 OPERATING MARGIN: 0%
 FCCM (Facilities Capital Cost Money): 0.00%
 EXPENSES: 0.00%
SUBTOTAL ESTIMATED FEE: / hour
 Survey (Field) 38.0 @ \$ 400.00 / test hole
 SUE Phase I/A VVH Test Holes 22.0 @ \$ 400.00 / test hole
 SUE Phase I/B VVH Test Holes 16.0 @ \$ 400.00 / test hole
SUBTOTAL ESTIMATED FEE: \$30,400.00
 Geotechnical Field and Lab Testing \$0.00
 Optional Services \$0.00
GRAND TOTAL ESTIMATED FEE: \$30,400.00

- Notes:**
 1. This sheet to be used by Subconsultant to calculate its fee.
 2. Crew days based on 8 hour days
 3. Travel Distance 7 miles

Project Activity 27: Survey

Estimator: Daryl I. Thie, PLS
1/5/2012

Project:

Greenbrier Boulevard Pate to the bridge just west of Fox Run Road along Greenbrier and includes Guidy from Candlestick drive to Greenbrier N/A

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.01	Horizontal Project Control (HPC)									
	2-Lane Roadway	Mile			0.00		0.00		0.00	N/A for Cardno TBE
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile			0.00		0.00		0.00	
27.02	Vertical PC / Bench Line									
	2-Lane Roadway	Mile			0.00		0.00		0.00	N/A for Cardno TBE
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile			0.00		0.00		0.00	
27.03	Alignment and Existing R/W Lines									
		Mile			0.00		0.00		0.00	N/A for Cardno TBE
27.04	Aerial Targets			Units/Day						
	2-Lane Roadway	EA			0.00		0.00		0.00	N/A for Cardno TBE
	Multi-lane Roadway	EA			0.00		0.00		0.00	
	Interstate	EA			0.00		0.00		0.00	
27.05	Reference Points	"A"		Units/Day						
	2-Lane Roadway	EA			0.00		0.00		0.00	N/A for Cardno TBE
	Multi-lane Roadway	EA			0.00		0.00		0.00	
	Interstate	EA			0.00		0.00		0.00	
	Reference Points	"B"		Units/Day						
	Non Alignment Points/Approximate	EA			0.00		0.00		0.00	
27.06	Topography/DTM (3D)									
		Mile			0.00		0.00		0.00	N/A for Cardno TBE
27.07	Planimetric (2D)									
		Mile			0.00		0.00		0.00	N/A for Cardno TBE
27.08	Roadway Cross-Sections/Profiles									
		Mile			0.00		0.00		0.00	N/A for Cardno TBE
27.09	Side Street Surveys									

Project Activity 27: Survey

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.10	Underground Utilities									Provide Subsurface Utility VVH Test Holes at utility conflicts identified by the design engineer. Phase IIA will include up to 38 VVH Test Holes Phase IIB will include up to 22 VVH Test Holes Phase IIC will include up to 16 VVH Test Holes
	Designates	Mile/Site			0.00		0.00		0.00	
	Locates	Point	76	0.125	9.50		0.00		0.00	
	Survey		0%	9.50	0.00	0.00	0.00	0.00	0.00	
27.11	Outfall Survey									
27.12	Drainage Survey	Mile			0.00		0.00		0.00	N/A for Cardno TBE
		EA		Units/Day						N/A for Cardno TBE
27.13	Bridge Survey	EA			0.00		0.00		0.00	N/A for Cardno TBE
	Minor / Major	EA			0.00		0.00		0.00	
27.14	Channel Survey									
27.15	Pond Site Survey	EA			0.00		0.00		0.00	N/A for Cardno TBE
27.16	Mitigation Survey	EA			0.00		0.00		0.00	N/A for Cardno TBE
27.17	Jurisdiction Line Survey	Mile			0.00		0.00		0.00	N/A for Cardno TBE
27.18	Geotechnical Support	Mile			0.00		0.00		0.00	N/A for Cardno TBE
		EA		Units/Day						N/A for Cardno TBE
27.19	Sectional / Grant Survey	EA			0.00		0.00		0.00	N/A for Cardno TBE
27.20	Subdivision Location	Corner			0.00		0.00		0.00	N/A for Cardno TBE
		Mile			0.00		0.00		0.00	N/A for Cardno TBE
		Block			0.00		0.00		0.00	N/A for Cardno TBE
27.21	Maintained R/W	Mile			0.00		0.00		0.00	N/A for Cardno TBE
27.22	Boundary Survey	EA			0.00		0.00		0.00	N/A for Cardno TBE
27.23	Water Boundary Survey	EA			0.00		0.00		0.00	N/A for Cardno TBE

Project Activity 27: Survey

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.24	RAW Staking / RAW Line									
		EA			0.00		0.00		0.00	N/A for Cardno TBE
		Mile			0.00		0.00		0.00	
27.25	RAW Monumentation									
		Point			0.00		0.00		0.00	N/A for Cardno TBE
27.26	Line Cutting									
		Mile			0.00					N/A for Cardno TBE
27.27	Work Zone Safety									
					0.00					N/A for Cardno TBE
27.28	Miscellaneous Surveys									
					0.00		0.00		0.00	N/A for Cardno TBE
Survey Subtotal										
				Crew Days	9.5	Field Support Hours	0	Office Support Hours	0	
27.29	Supplemental Surveys									THE % FOR SUPPLEMENTAL WILL BE DETERMINED AT NEGOTIATIONS. THIS ITEM CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE DISTRICT SURVEYOR
					10		0		0	
27.30	Document Research	Units								
27.31	Field Reviews	Units							0	
27.32	Technical Meetings	LS							0	
			0.00							
27.33	Quality Control / Quality Assurance	LS								
27.34	Supervision	LS						12%	0	
27.35	Coordination	LS						0%	0	
								10%	0	
27. Survey Total				Crew Days	9.5	Field Support Hours	0	Office Support Hours	0	

Project Activity 27: Survey

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
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Technical Meetings

Kickoff Meeting with FDOT	EA	0	0	0	0					
Baseline Approval Review	EA	0	0	0	0					
Network Control Review	EA	0	0	0	0					
Vertical Control Review	EA	0	0	0	0					
Local Governments (cities, counties)	EA	0	0	0	0					
Final Submittal Review	EA	0	0	0	0					
Other Meetings	EA	0	0	0	0					
Subtotal Technical Meetings			0		0					

Progress Meetings	EA	0	0	0	0					
Phase Review Meetings	EA	0	0	0	0					

Total Meetings			0		0					
-----------------------	--	--	----------	--	----------	--	--	--	--	--

Carries to 27.32

SPLS =
PLS =
Office Support =
Total Hours =

0

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

**Greenbrier Boulevard at Guidy Lane
Change Order to Contract PD 09-10.010**

Description	Phase	Basic Fee	Allowance	Total
Intersection Improvement Project (EB and NB right turn lanes and WB left turnlane)	II-A	\$ 121,117.12	\$ 31,835.00	\$ 152,952.12
From 800 ft. of Guidy Lane to Thompson Branch Bridge	II-B	\$ 145,058.09	\$ 34,515.00	\$ 179,573.09
Candlestick Lane north to Greenbrier	II-C	\$ 216,089.37	\$ 43,235.00	\$ 259,324.37
Chemstrand to 500 feet west of Guidy Lane intersection	II-D	\$ 64,583.09	\$ 21,590.00	\$ 86,173.09
Total Cost		\$ 546,847.67	\$ 131,175.00	\$ 678,022.67



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

ORGANIZATION: Management and Budget Services Bureau
FROM: Amy Lovoy, Bureau Chief *AL*
DATE: February 2, 2010
ISSUE: Task Order Contract for PD 09-10.010, Consulting Engineering Services for Greenbrier Boulevard Extension

RECOMMENDATION:

That the Board take the following action concerning PD 09-10.010, Consulting Engineering Services for Greenbrier Boulevard Extension:

- A. Approve the Selection/Negotiation Committee Ranking:
1. Post, Buckley, Schuh & Jernigan, Inc. (PBS&J)
 2. Fabre Engineering & Surveying
 3. Jehle-Halstead, Inc., and
- B. Award a Task Order Contract for PD 09-10.010, Consulting Engineering Services for Greenbrier Boulevard Extension, per the terms and conditions of PD 02-03.079, Professional Services as Governed by Florida Statute 287.055 to Post, Buckley, Schuh & Jernigan, Inc. (PBS&J) for a lump sum amount of \$279,639, Phase I Preliminary Engineering and allowances of \$238,000 for a total of \$517,639.

[Funding: Fund 352, LOST III, Account 210104, Object Code 56301, Project No. 09EN0315]

BACKGROUND:

Escambia County received \$1,479,734 from the University of West Florida for the UWF Master Plan. The UWF Board of Trustees adopted the campus master plan on 11/12/2008 which required UWF and Escambia County to enter into a campus development agreement. This agreement determines the impacts of the proposed campus development over the term of the agreement and its impact upon the roads, sanitary sewer, solid waste, drainage/stormwater management, potable water, parks and recreation and public transportation.

Consulting Engineering Services for Greenbrier Boulevard Extension, PD 09-10.010 was publicly noticed on Tuesday, November 24, 2009 to 81 providers available on PD 02-03.079, Professional Services as Governed by Florida Statute 287.055 at the time of the notice. On Wednesday, December 9, 2009, 5 responses were received.

BCC: 02-18-2010
RE: Task Order Award for PD 09-10.010, Consulting Engineering Services for Greenbrier
Boulevard Extension
Date: February 2, 2010
Page 2 of 2

BUDGETARY IMPACT:

Funding: Fund 352, LOST III, Account 210104, Object Code 56301, Project No. 09EN0315
funding from the University of West Florida for the UWF Master Plan. The UWF
Board of Trustees adopted the Campus Master Plan on 11/12/2008.

LEGAL CONSIDERATIONS/SIGN-OFF: N/A

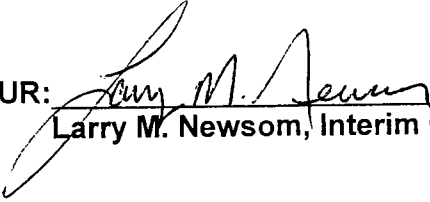
PERSONNEL: N/A

POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida,
1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055,
Competitive Consultants Negotiation Act.

IMPLEMENTATION REQUIREMENTS: N/A

COORDINATION WITH OTHER AGENCIES/PERSONS: N/A

CONCUR: 
Larry M. Newsom, Interim County Administrator

Attachment: Task Order to Post, Buckley, Schuh & Jernigan, Inc.



**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

TASK ORDER – PD 09-10.010

**CONSULTING ENGINEERING SERVICES FOR
GREENBRIER BOULEVARD EXTENSION**

1.0 Authorization

This task order is issued under approval by the Board of County Commissioners, Escambia County, Florida February 18, 2010 and under the terms and conditions of PD 02-03-79, Professional Services as governed by Florida Statutes 287.055, which was approved by the Board of County Commissioners on October 2, 2003.

2.0 Scope

Under this Task Order, the Engineer (Post, Buckley, Schuh & Jernigan, Inc., [PBS&J]) will provide professional services to design the extension of Greenbrier Boulevard from the east end of Thompson Branch Bridge to Campus Boulevard on the University of West Florida (UWF) Campus in Escambia County. The project length is approximately 4,100 linear feet. A new signalized intersection will be required at the interface of Greenbrier Boulevard and Campus Boulevard. The project will be accomplished in two phases. Phase I will include Preliminary Engineering (Conceptual Design) and environmental work necessary for the County and UWF to reach a decision on the type, design and location of the proposed improvements. Phase II will include the actual design of the facility approved during Phase 1 including preparation of construction plans, bid documents and obtaining all Federal, State and local permits. Phase 1 is the only phase funded at this time, Phase II will be considered an optional service and will be negotiated based on the Phase I approved recommendations.

See attached Scope of Services.

3.0 Schedule

The work authorized herein shall be completed within 365 working days from the issuance of the Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum amount for Phase I of \$279,539, allowances of \$238,000, for a total of \$517,539. Invoices shall be submitted for monthly progress payments subject to the terms and conditions of PD02-03.79.

5.0 Progress Meetings

The Engineer shall schedule periodic progress review meetings with the County project manager as necessary but every 30 days as a minimum to discuss design and permitting issues.


Issued by:



Escambia County, Florida

2/4/10
Date

Accepted by:


Post, Buckley, Schuh & Jernigan, Inc.
(PBS&J)

2/4/10
Date



**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

TASK ORDER – PD 09-10.010

**CONSULTING ENGINEERING SERVICES FOR
GREENBRIER BOULEVARD EXTENSION**

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Not Agenda Backup

3/9/2010 D. Casew

5.0 Progress Meetings

The Engineer shall schedule periodic progress review meetings with the County project manager as necessary but every 30 days as a minimum to discuss design and permitting issues.

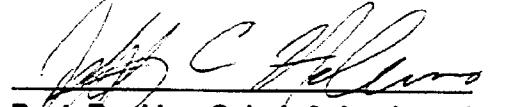
Issued by:



Escambia County, Florida

2/4/10
Date

Accepted by:



Post, Buckley, Schuh & Jernigan, Inc.
(PBS&J)

2/4/10
Date



ESCAMBIA COUNTY FLORIDA

REQUEST FOR LETTERS OF INTEREST

Consulting Engineering Services for Greenbrier Boulevard Extension
Solicitation Identification Number PD 09-10.010
Per The Terms and Conditions of PD 02-03.079

Letters of Interest Will Be Received Until:
11:59 p.m. CST, Wednesday, December 9, 2009

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591
Attention: Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM

Board of County Commissioners

Grover Robinson IV, Chairman
Kevin W. White, Vice Chairman
Wilson Robertson
Gene M. Valentino
Marie Young

From:
Claudia Simmons
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:

Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM
Purchasing Coordinator
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
F: 850.595.4805
e-mail: paul_nobles@co.escambia.fl.us

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

Escambia County Florida
Request For Letters Of Interest
Proposer's Checklist
Consulting Engineering Services for Greenbrier Boulevard Extension
Solicitation Identification Number PD 09-10.010
Per The Terms and Conditions of PD 02-03.079

How To Submit Your Proposal

Please review this document carefully. Offers that are accepted by the county are binding contracts. Incomplete proposals are not acceptable. All documents and submittals must be received by the office of purchasing on or before date and hour specified for receipt. Late proposals will be returned unopened.

The County has implemented a new Electronic Submittal Process, which requires the use of GovernmentForms.software®. This software, which generates and posts a customized version the Standard Form (SF) 330 along with the capability to upload other required items, can be downloaded at the following address:
<http://submittals.myescambia.com/>

- Letter Of Interest (PDF)
- GSA Standard Form 330
 - Part II **(PD 02-03.079, Professional Services As Governed by Florida Statute 287.055, provide if not already submitted**
 - Part I

PDF1 These forms are available as editable PDF documents from the website (links to these and other forms can be found at the end of this document).

The Following Submittals Are Required Upon Notice Of Award:

- Certificate Of Insurance **(provide if not submitted electronically)**

How To Submit A No Proposal

If you do not wish to propose at this time, please respond to the Office of Purchasing providing your firm's name, address, a signature, and a reason for not responding in a sealed envelope. This will ensure your company's active status in our vendor's list.

This form is only for your convenience to assist in filling out your proposal. Do not return with your proposal.

PD 09-10.010, Consulting Engineering Services for Greenbrier Boulevard Extension

**SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
GREENBRIER BOULEVARD EXTENSION**

1. General Objective

The CONSULTANT is to design the extension of Greenbrier Boulevard from the east end of Thompson Branch Bridge to Campus Boulevard on the University of West Florida (UWF) Campus in Escambia County, Florida. The project length is approximately 4,100 linear feet. A new signalized intersection will be required at the interface of Greenbrier Boulevard and Campus Boulevard. The project will be accomplished in two phases. Phase I will include Preliminary Engineering (Conceptual Design) and environmental work necessary for the County and UWF to reach a decision on the type, design and location of the proposed improvements. Phase II will include the actual design of the facility approved during Phase I including preparation of construction plans and bid documents and obtaining all Federal, State and local permits. Phase I is the only phase funded at this time, Phase II will be considered an optional service and will be negotiated based on the Phase I approved recommendations.

2. PHASE I - PRELIMINARY ENGINEERING

A. Data Collection/Surveying

Immediately following the Notice to Proceed, the CONSULTANT shall begin preliminary assessments of the project study area from an engineering standpoint. This task is largely of a data gathering nature. This activity consists of collecting various information and materials relative to the performance of engineering analyses within the study area. The information should include all data necessary to perform adequate evaluation of the location and design of a transportation facility.

B. Surveying

The survey CONSULTANT shall perform all survey services necessary to prepare the plans for the subject project. Establish Horizontal and Vertical Control on State Plane coordinates and NAVD 88 vertical datum. The surveyor will locate all topographic features within the project area. Additionally, utility locates will be called in and locations surveyed. The surveyor will also pickup SUE locations, as required. All protected trees and above ground appurtenances will be surveyed. Wetland flagging and geotechnical boring locations will be located within the project limits. A channel survey will be required to establish hydraulic bridge design elements.

C. Geotechnical

The CONSULTANT shall coordinate with the geotechnical sub consultant regarding project requirements, review of geotech data, and scheduling.

PD 09-10.010, Consulting Engineering Services for Greenbrier Boulevard Extension

Sufficient geotechnical work will be needed to establish Bridge Foundation design options and stormwater perk rates.

D. Field Review

The CONSULTANT shall conduct all anticipated field trips needed to collect engineering data.

E. Aerial Photography

Aerial Photography will be provided by the COUNTY and shall be used as a basis for plotting various data necessary for both engineering and environmental analysis, design studies, and the development of the preliminary plans of conceptual design. Copies of aerial photography are the primary source of information used to convey project considerations to the public at public meetings.

F. Typical Section Analysis

The CONSULTANT shall develop all appropriate typical sections alternatives for the project. These will include the COUNTY's standard typical sections, and any typical sections that may result in minimizing right of way or environmental impacts.

G. Roadway Design Alternatives

The CONSULTANT shall develop specific roadway characteristics as required to further define right of way required (i.e. horizontal and vertical geometry, any additional information).

H. Prepare Concept Plans

The CONSULTANT will overlay Concept Plans on the base maps. At a minimum, the concept plans should include proposed roadway, location of culvert/bridge, proposed stormwater facilities, and intersection geometry.

I. Drainage Analysis

The CONSULTANT shall perform preliminary drainage design in order to determine potential outfall locations and preliminary sizes (volume and area) of required detention and/or retention facilities for storm water treatment or attenuation. The location and size of potential detention/retention areas will be determined.

J. Bridge Hydraulic Report

Calculate hydrology, hydraulics, scour, and deck drainage. Prepare report and the information for the Bridge Hydraulics Recommendation Sheet.

PD 09-10.010, Consulting Engineering Services for Greenbrier Boulevard Extension

K. Bridge Development Report

The CONSULTANT will evaluate conceptual structures vertical and horizontal alignments and develop a Bridge Development Report. The CONSULTANT shall analyze and develop preliminary concept for all structures in accordance with applicable provisions.

General Requirements **Bridge Geometry**

Superstructure Alternatives
Short-Span Concrete/Medium-Span Concrete/Long Span Concrete
Structural Steel
Precast Structure

Foundation and Substructure Alternatives
Pier/Bent
Shallow Foundations
Deep Foundations

Other BDR Issues
Aesthetics
TCP/Staged Construction Requirements
Constructability Requirements
Abutment Slope/Wall Evaluation
Quantity and Cost Estimates
Wall Type Justification

Report Preparation
Exhibits
Report Preparation
BDR Submittal Package

L. Traffic Data/Design Traffic

The CONSULTANT is responsible for developing the traffic projections to be used to establish the basic design requirements for roadway and bridge typical section design. The COUNTY will develop Average Daily Traffic (ADT) and Design Hour Volume (DHV) for the present year, the opening year, ten years and twenty years from opening the new Greenbrier Boulevard extension to Campus Drive. Specifically the CONSULTANT will provide: Current corridor traffic counts (not applicable) and 5year, 10 year and 20 year Design System Traffic with K & D Factors.

Volume of trucks (medium and heavy), motorcycles and buses for existing, opening, interim years and design year will be included in the CONSULTANT traffic projections.

PD 09-10.010, Consulting Engineering Services for Greenbrier Boulevard Extension

M. Construction Cost Estimate

The CONSULTANT shall develop construction cost estimates for each design alternative (primarily alternate bridge design alternatives). The cost estimate is to be developed using the latest available County cost data and the latest available FDOT District 3 letting cost data.

3. PHASE I - ENVIRONMENTAL ANALYSIS

A. Archaeological and Historical Sites

The CONSULTANT (or UWF Archaeological Department) shall collect data necessary to completely analyze the impacts to all cultural and historic resources in the vicinity of the proposed roadway extension. Clearance from the State Historic Preservation Office (SHPO) will be required.

B. Establish Wetland Jurisdictional Lines

The CONSULTANT shall include a wetland data review, wetland delineation field work, and GIS map production.

Wetland Data Review

The CONSULTANT shall conduct a preliminary wetland assessment using a combination of existing data sources and photo-interpretation. Existing data sources to be utilized shall include:

- National Wetland Inventory data;
- NRCS/SCS Soil Surveys;
- Current aerial photographs;
- Historic aerial photography (if available);

Wetland Delineation Field Work

The CONSULTANT shall perform a wetland delineation to establish a FDEP and U.S Army Corps of Engineers (USACE) wetland line associated with the project area. The delineation will approximate the FDEP jurisdictional wetland line using criteria established within 62-340, Florida Administrative Code, as a basis of review. The USACE jurisdictional line using the USACE 1987 Wetland Delineation Manual will also be established. There are two (2) different agencies that regulate wetlands in this area, the USACE and FDEP; however, the USACE regulatory rules tend to be the more inclusive of the two (2) delineation methodologies. It is anticipated that the USACE and FDEP wetland lines should approximate each other for this site. Should a separate USACE wetland line be required for the jurisdictional determination, these areas can be re-evaluated relative to areas of USACE jurisdiction. Preparation of additional maps and/or additional field visits required due to significant differences between the USACE and FDEP wetland jurisdictional

PD 09-10.010, Consulting Engineering Services for Greenbrier Boulevard Extension

boundaries, post issuance of a final agency action for a formal wetland determination, may be considered additional services.

The CONSULTANT shall set flags at the location of the jurisdictional wetland boundary as determined by biological and physical wetland indicators (hydrophytic vegetation, hydric soils and hydrology). Flags will be labeled and their position recorded with a Trimble Pro XR Global Positioning System (GPS), a sub-meter accuracy instrument. Flags and GPS positions shall be recorded on intervals of roughly +/-50 feet depending on site conditions and line of site.

Following the field effort, draft exhibits depicting the jurisdictional wetland boundaries shall be prepared in a digital GIS format compatible with ArcView 9.1. Wetland flag locations shall be geo-referenced on the exhibits.

Wetland Delineation Deliverables

Formal Wetland Jurisdictional Determination Field Work, Mapping, and Application

1. The CONSULTANT will perform a wetland identification of the project site, and prepare a preliminary wetland identification map showing wetland flag locations in a digital GIS format compatible with ArcView 9.1.
2. Two (2) copies of the point specific wetland identification maps with aerial maps at a scale of 1:200 with the property boundary shown, and arrows depicting general hydrologic flow on the site;
3. Two (2) copies of 1:200 scale aerial maps depicting soil data and inspection boundary (property boundary);
4. One (1) USGS quadrangle map of the project area with inspection boundary depicted.

C. Threatened and Endangered Species Review

The CONSULTANT will conduct a review of listed threatened and endangered (T&E) species for the project study area. This task will include review of Florida Natural Areas Inventory (FNAI) element occurrence data and a standard FNAI report for the site; information request letters to be submitted to the Florida Fish and Wildlife Conservation Commission (FFWCC) and U.S. Fish and Wildlife Service (USFWS); and a brief field review of the site to augment listed species data collected from existing sources and site information obtained during proposed wetland surveys of the property. A summary report will be prepared indicating known and/or potential listed T&E species occurrences and habitat on the site, any potential listed species issues or considerations related to site development, and recommendations for any more detailed species-specific surveys or listed

PD 09-10.010, Consulting Engineering Services for Greenbrier Boulevard Extension

species permitting that may be required (if any). Field work / site visits under this scope will be limited to two (2) field days. The scope for this task does not include specialized surveys or monitoring of particular listed species, seasonal surveys, agency coordination (other than the information request letters described above), listed species permitting or approvals, or any listed species mitigation activities.

Deliverables

Deliverables shall include the following:

- A brief report describing the listed species review and findings;
- A copy of the standard FNAI report requested for the project;
- A copy of correspondence with FFWCC and the USFWS;
- A list of potential endangered and threatened species occurring in Escambia County;
- A map of any listed species occurrences documented on the site (with GPS coordinates).

4. PROJECT ADMINISTRATION

Key Personnel

The COUNTY will designate a Project Manager who shall be the representative of the COUNTY for the Project. While it is expected the CONSULTANT shall seek and receive advice from various State, regional, and local agencies, the final direction on all matters of this Project remain with the Project Manager.

The CONSULTANT'S work shall be performed and directed by the key personnel identified in the proposal by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by COUNTY. The COUNTY anticipates that the CONSULTANT Project Manager will be local to ensure close coordination with COUNTY staff, UWF staff and the general public.

Meetings and Presentations

The CONSULTANT shall attend a Notice to Proceed Meeting with COUNTY and UWF representatives, where relevant project information will be provided by the COUNTY, along with procedures for administering the contract.

The CONSULTANT will assist the COUNTY and UWF in conducting one (1) Public Information Workshop to obtain public comments. The CONSULTANT shall create a project mailing list using tax rolls from the Escambia County Property Appraiser's office or web site.

The CONSULTANT and his staff shall also be available with no more than a five (5) workday notice to attend a maximum of six (6) unscheduled meetings with various groups including homeowners associations, residential neighborhoods, business

PD 09-10.010, Consulting Engineering Services for Greenbrier Boulevard Extension

owners, elected officials, and environmental agencies or advocacy groups or make presentations at the request of the COUNTY. Such meetings and presentations may be held at any hour between 8:00 A.M. and 12:00 midnight on any day of the week.

Quality Control

The CONSULTANT shall be responsible for insuring that all work products conform to COUNTY standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall insure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

Prior to submittal of the first invoice, the CONSULTANT shall submit to the COUNTY'S Project Manager for approval the proposed method or process of providing Quality Control for all work products. The Quality Control Plan shall identify the products to be reviewed, the personnel who perform the reviews, and the method of documentation.

Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this study shall be provided to the COUNTY for their records within one (1) week of the receipt of said correspondence.

Optional Services

At the COUNTY'S option, the CONSULTANT may be requested to provide Phase II final design and plans preparation services. The fee for these services shall be negotiated based on the approved design recommendations from the Phase I study. A supplemental agreement adding the additional PHASE II services may be executed by the COUNTY.

Initial Conceptual

- **Study / Feasibility** > \$ 200,000
- **Design** > \$ 700,000
- **Construction Estimate** > \$5,000,000

Anticipated Disciplines (Function Codes SF 330) for this project

Code	Description
02	Administrator
08	CADD Technician
12	Civil Engineer
18	Cost Engineer/Estimator
19	Ecologist

PD 09-10.010, Consulting Engineering Services for Greenbrier Boulevard Extension

24	Environmental Scientist
33	Hydrographic Surveyor
34	Hydrologist
57	Structural Engineer

Anticipated Experience Categories (Profile Codes SF 330) for this project

Code	Description
B02	Bridges
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting
E09	Environmental Impact Studies, Assessments or Statements
L02	Land Surveying
S05	Soils and Geological Studies, Foundations
S09	Structural Design; Special Structures
T04	Topographic Surveying and Mapping
W02	Water Resources; Hydrology; Ground Water

I. INSTRUCTIONS TO SUBMITTERS

Firms desiring to provide described Professional Services shall submit one (1) electronic copy of your firms Letter of Interest containing all of the requested information no later than the date and time listed on the cover sheet. Submittals delivered late shall not be accepted or considered. No exceptions will be made.

Government Forms Software: <http://submittals.myescambia.com/>

All information requested must be submitted. Failure to submit all information may result in a lower evaluation of the proposal. Letters, which are substantially incomplete or lack key information, may be rejected by the County at its discretion. The selection of the short listed firms will be based on the information provided in the submittal.

The submittals shall be in the GSA Standard Form (SF) 330 format with two additional sections as described below. No other format will be acceptable.

Information submitted with your letter of interest should include documentation to demonstrate your firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to permit a clear understanding of similar past projects, especially in Florida, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

A committee will review the information submitted and short-list the firms. On-site presentations and interviews will be requested of a short list of three or more firms. Once all review is complete, the short-listed firms will be ranked by the selection committee with the top ranked firm being scheduled for negotiations.

PD 09-10.010, Consulting Engineering Services for Greenbrier Boulevard Extension

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

All submitters or individuals acting on behalf of submitters are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Escambia County Board of County Commissioners or any member of the selection committee at any time during the course of the solicitation process. Failure to comply with this procedure will result in rejection/disqualification of said submittal without exception.

All submitters or individuals acting on behalf of submitters are further prohibited from contacting or otherwise attempting to communicate with any member of the relevant Selection Committee regarding the pending solicitation or its outcome until after the committee has arrived at a recommendation of the most qualified submitter. Until such recommendation is disclosed, any contact with the Selection Committee shall be channeled through the Office of Purchasing. Failure to comply with this procedure will result in rejection/disqualification of said submittal without exception.

II. FIRMS' EVALUATIONS AND SELECTION

The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. The selection committee shall consider such factors as:

	Points
1. Experience with design and FDOT Permitting of Drainage, Highways, Roads and Bridges	25
2. Experience with preparing environmental documents and working with Local, State and Federal Environmental Agencies	25
3. Experience and/or identified projects with Partnering Agency or Group (University of West Florida)	25
4. Experience with Innovative and affordable structural bridge designs to reduce construction cost and meet environmental regulation standards	15
5. Ability to provide a high level of service through local presence.	10

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

PD 09-10.010, Consulting Engineering Services Greenbrier Boulevard Extension

III. SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

- | | |
|---|--|
| A. Mailing date of proposals | Tuesday, November 24, 2009 |
| B. Letters of Interest due date | Wednesday, December 9, 2009, 11:59 p.m. CST |
| C. Short-Listing Meeting | Monday, December 14, 2009 |
| D. Discussions with Short-Listed Firms | Monday, December 21, 2009 |
| E. Negotiations with First Ranked Firm | Tuesday, January 5, 2010 |
| F. Board of County Commissioners approval | Thursday, January 21, 2010 |

IV. SUBMITTAL REQUIREMENTS

The County has implemented an Electronic Submittal Process that utilizes Government Forms. software® (GFS) to generate a customized version of the Standard Form (SF) 330 in a specific format. Other items shall be in PDF format and must be submitted by electronic upload via GFS or manually via the County's web site at <http://submittals.myescambia.com/>

Required items are described below:

1. Letter of Interest (PDF format)

Letter of Interest prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually.

2. Standard Form (SF) 330 – Part I (GFS format)

Generated by GovernmentForms.software®, maximum 50 pages, includes:

- Standard Form (SF) 330 - Part I, Section A-C
Page Limit: Typically just 1 page in length
- Standard Form (SF) 330 - Part I, Section D
Not required by County for this submittal
- Standard Form (SF) 330 - Part I, Section E
Page Limit: 20 pages/resumes
- Standard Form (SF) 330 - Part I, Section F
Page Limit: 10 pages/projects
- Standard Form (SF) 330 - Part I, Section G
Page Limit: 1 page
- Standard Form (SF) 330 - Part I, Section H
Page Limit: No section limit, although total form length shall not exceed 50 pages.

Requirements for this section:

- Proposers shall include any additional information to represent your firm for consideration.

PD 09-10.010, Consulting Engineering Services Greenbrier Boulevard Extension

- Proposers shall list any work which their organization failed to complete in the last five (5) years and describe the when, where, how and why of such failure.
- Proposers shall list any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and to discuss the reasons thereof.
- Proposers shall list any lawsuits in which their team (firms and individuals) is involved relative to services performed or failed to perform over the last five (5) years.

Note: Standard Form (SF) 330 - Part II should be submitted by each firm. Part II's **do not count against** the total number of pages for this submittal.

2010-000202 BCC
Feb. 18, 2010 Page 21

Liz Carew

From: "Paul R. Nobles" <prnobles@co.escambia.fl.us>
To: "Liz Carew" <lcarew@escambiaclerk.com>
Sent: Monday, March 08, 2010 10:17 AM
Subject: RE: PD 09-10.010

The task order is the contract. We are working off the original contract PD 02-03.79. PD 09-10.010 references this in the solicitation.



Paul R. Nobles, CPPO, CPPB, FCCM, FCN, FCPM
Purchasing Coordinator
Escambia County, Florida
Board of County Commissioners
Office 850-595-4918
Fax 850-595-4805
Email <mailto:paul_nobles@co.escambia.fl.us>

From: Liz Carew [<mailto:lcarew@escambiaclerk.com>]
Sent: Monday, March 08, 2010 9:49 AM
To: Paul R. Nobles
Cc: Doris Harris; Claudia A. Simmons
Subject: PD 09-10.010

Paul,

I received a Task Order for PD 09-10.010. However, I have not received the Contract. CAR II-13, from the February 18, 2010, BCC Meeting, awarded a Task Order **Contract** for PD 09-10.010. I'll send the paperwork I received back to your office.

Liz Carew
Recording Specialist
Clerk to the Board

Ernie Lee Magaha
Clerk of the Circuit Court & Comptroller
Escambia County, Florida
(850) 595-3917

03/09/2010

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

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 [CLERK OF THE COURT & COMPTROLLER
 HON. ERNIE LEE MAGAHA
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843
 (850) 595-4841]

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 ENGINEERING DEPARTMENT
 1190 WEST LEONARD ST., SUITE #
 PENSACOLA FL 32501
 ATTN: ROBIN LAMBERT]

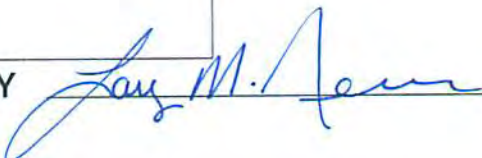
ORDER DATE: 02/22/10	BUYER: PAUL NOBLES	REQ. NO.: 10001059	REQ. DATE: 02/19/10
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TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: A&E SERVICES
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	TASK ORDER AWARD FOR PD 09-10.010 "CONSULTING ENGINEERING SVCS FOR GREENBRIER BOULEVARD EXTENSION PER TERMS AND CONDITIONS OF 02-03.79. BCC APPROVAL 02/18/2010	517639.0000	517,639.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	517,639.00
01	210104 56301	517,639.00	09EN0315	TOTAL \$	517,639.00

APPROVED BY



GENERAL TERMS AND CONDITIONS

1. ENTIRE AGREEMENT - The terms, specifications and drawings included in this order when duly executed constitute the entire agreement between the parties unless otherwise stated on the face of the order. No modification or waiver of terms of this agreement shall be binding unless in writing, signed by a duly authorized representative of the Buyer and confirmed by such a representative of the Contractor. This agreement shall be interpreted in accordance with the laws of the State of Florida.

2. DELIVERIES - INSPECTION AND ACCEPTANCE - Delivery, inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance and any rejections, risk of loss will be on the Contractor unless loss results from negligence of the County. Notwithstanding the requirements for any County inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the County, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications and contract requirements listed herein, including, but not limited to, the technical requirements for the manufacturer's part number specified herein.

3. DELIVERY OF EXCESS QUANTITIES OF \$100 OR LESS - The Contractor is responsible for the delivery of each item quantity, which allows a variation of plus or minus 5%. If the Contractor delivers and the County receives quantities of any item in excess of the quantity listed for (after considering any allowable variations in quantity) such excess quantities will be treated as being delivered for the convenience of the Contractor. The County may retain such excess quantities up to \$100 in value without compensating the interests herein. Quantities in excess of \$100 will at the option of the County either be returned at the Contractor's expense or retained and paid for by the County at the Contractor's option.

4. DELIVERIES - In the event of failure to deliver material of the quality or within the time specified, the County may cancel order and buy elsewhere. Failure of the County to exercise this option with respect to any installment shall not be deemed a waiver with respect to future installments, if any.

5. DELIVERY TICKETS - All shipments under this agreement shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following minimum information:

1. Name of supplier
2. Purchase Order
3. Date of call
4. Call number
5. Itemized list of supplies or services furnished
6. Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when comparable with the use of automated systems provided that the invoice is deemed to show such information) and
7. Date of delivery or shipment

Upon delivery, the receiving officer will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may, subsequently, be required to support the invoice.

6. INSPECTION, ACCEPTANCE AND TITLE - Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss of damage to materials shall be the responsibility of the contract supplier until accepted by the County. The contract supplier shall be responsible for filing, processing and collecting all damaged claims, however, to assist in the expeditious handling of damaged items, the County will:

1. Record any evidence of visible damage on all copies of the delivery ticket and on a separate report damage (voided and concealed) to the carrier and contract supplier, containing such reports in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
2. Retain the item and its shipping container, including inner packing material until instructions are performed by the carrier and disposition given by the contract supplier.
3. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

7. GOVERNMENT REGULATIONS - Contractor warrants that all applicable laws and regulations of governmental authority, covering the production, sale and delivery of materials specified herein, have been complied with and shall remain in force and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.

8. TAXES - Counties are exempt from Federal Taxes on transportation charges and any Florida Excise Tax. If you prepay transportation charges do not pay tax, as the County will reimburse you for the taxes paid. Counties are exempt from State Sales Tax.

9. WARRANTIES - In addition to all warranties, established by statute or common law, or set forth elsewhere in this order, Contractor expressly warrants that all material or services covered here in shall conform to all specifications, drawings, samples, and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified herein, merchantable, of good material and workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge Contractor liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within twelve months of receipt by County unless otherwise specified.

10. PATENTS - Contractor shall protect and indemnify County against all claims, judgments and expenses arising from infringement or alleged infringement of any United States patent by any of the goods delivered hereunder. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense of such infringement.

11. INSTALLATION - This order requires the services of Contractor's experts or employees on County's premises such experts or employees shall not thereby be deemed to be agents of employees of the County. Such parties shall be subject to County's safety rules and the regulations. Contractor assumes full responsibility for their acts and omissions and agrees to save the County harmless from any claims arising therefrom and to accept exclusive liability for payroll and other taxes imposed upon the employee by law. Contractor will undertake to keep the materials and premises involved free from any lien whatever for materials and labor incident to the performance of Contractor's obligations hereunder. If Contractor furnishes material and services for construction and improvement of a public improvement, Contractor agrees to furnish an analysis thereof as County may reasonably require for accounting purposes. Contractor shall be solely responsible for materials furnished by County, in other than a charge basis in connection with this order.

12. NON-DISCLOSURE - Without prior written consent of the County in any instance, Contractor shall not reveal to a third party the details, characteristics or any information on materials made to the special order of County or use reproductions thereof in any promotional media or reveal that County is purchasing the materials ordered hereunder.

13. CONDITION FOR ASSIGNMENT - This contract or purchase order shall not be assigned in full or part without consent of the County. Such consent will relieve Contractor from its obligations and liabilities.

14. CHANGES - The Purchasing Manager may at any time, by written order, and without notice to the supplier, make changes within the general scope of the contract in (a) drawings, designs or specifications, where the supplies to be furnished are to be specially manufactured for the County in accordance therewith; (b) method of shipping or packing and place of delivery; (c) any such changes cause an increase or decrease in the cost of or the time required for performance of this contract, whether changed or not changed by any such order; and suitable adjustment shall be made by written modification of this contract. Any claim by the Contractor for adjustment under this same clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change provided that the Purchasing Manager, if he decides that the facts justify such action, may receive and act upon any such claim asserted prior to final payment under the contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Dispute". However, nothing in this clause shall release the Contractor from proceeding with the contract as changed.

15. Supplies are of domestic origin unless indicated by contract supplier.

16. INVOICING AND PAYMENT - The contractor shall be paid upon submission of properly certified invoices to the purchaser at the price stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractor's Federal Employee Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment.

INTEREST PENALTIES - Payment shall be made in accordance with Section 219.701 Florida Statutes, which states the contractor's rights and County's responsibilities concerning interest penalties and time limits for payment of invoices.

17. DISCOUNTS - On any discounts, time will be computed from date of delivery of the supplies or from date correct invoice is received, whichever is the later date.

18. PROTEST - Any protest by a bidder/proposer must be filed with the purchasing department for a review by the Purchasing Manager. If the bidder/proposer is not satisfied with the results of the review, the Purchasing Manager may then file a protest through the Office of Purchasing with the Board of County Commissioners for further review. The decision of the board will be final.

19. CONVICT LABOR - In connection with the performance of work under this contract, the contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 93-197, September 10, 1974 (18 U.S.C. 4052(a)(2)) and Executive Order 11255, December 29, 1972.

20. COVENANT AGAINST CONTINGENT FEES - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

21. CONTINGENCIES - Neither party shall be liable for delays or defaults due to acts of God, government authority, or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor upon cessation of such contingency even though such might have been operative at the date of this order.

22. GRATUITIES - (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the Board of County Commissioners duly authorized representative, the gratuities (in form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to that performing of such contract provides, that the existence of the facts upon which the Board of County Commissioners or their duly authorized representative, make such findings, shall be in issue and may be reviewed in any competent court (b) in the event this contract is terminated as provided in paragraph (a) hereof the County shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of contract by the Contractor and (ii) as a penalty in addition to any other damages to which it may be entitled by law to exceed any damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee, (c) The rights and remedies of the County provided in the clause shall not be conclusive and shall in addition to any other rights and remedies provided by law or under contract.

23. TERMINATION FOR DEFAULT - The Purchasing Manager by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any provisions hereof, in such event the Contractor shall be liable for damages, including the excess cost of procuring similar supplies or services, provided that (i) it is determined for any reason that the Contractor was not in default or (ii) the Contractor's failure to perform is without his and his subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 24. As used in this provision the term "subcontractor" and "subcontractors" means subcontractors at any tier.

24. TERMINATIONS FOR CONVENIENCE - The Purchasing Manager by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the County. If this contract is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

25. ASSIGNMENT OF CLAIMS - Claims for monies due or to become due under this contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. 101) however, payments to an assignee of monies under this contract shall not, to the extent provided in said act, as amended, be subject to reduction of set-off (See Clause 13).

26. EXTENT OF OBLIGATION - The County is obligated under a call-type Purchase Order only to the extent of authorized calls actually placed against this agreement.

27. PRICING - The Prices to the County for all purchases made under this agreement shall be as low or lower than those charged the supplier's most favored customer in addition to any discounts.

NON-DISCRIMINATION CLAUSE UNDER FEDERAL CONTRACTS

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, promotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
2. The contractor will take all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitment under Section 302 of executive order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of executive order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and records required by executive order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any rules, regulations, or orders this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in executive order No. 11246 of September 24, 1965 and such other conditions may be imposed and remedies invoked as provided in executive order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order, as amended by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 704 of executive order No. 11246 of September 24, 1965, so that provisions will be binding upon each subcontract or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such action by the contracting agency, the contractor may request the United States enter into such litigation to protect the interests of the United States. Escambia County, Florida, is an equal opportunity employer and does not discriminate against any employee or applicant for employment because of race, creed, religion, sex or national origin.



**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

TASK ORDER – PD 09-10.010

**CONSULTING ENGINEERING SERVICES FOR
GREENBRIER BOULEVARD EXTENSION**

1.0 Authorization

This task order is issued under approval by the Board of County Commissioners, Escambia County, Florida February 18, 2010 and under the terms and conditions of PD 02-03-79, Professional Services as governed by Florida Statutes 287.055, which was approved by the Board of County Commissioners on October 2, 2003.

2.0 Scope

Under this Task Order, the Engineer (Post, Buckley, Schuh & Jernigan, Inc., [PBS&J]) will provide professional services to design the extension of Greenbrier Boulevard from the east end of Thompson Branch Bridge to Campus Boulevard on the University of West Florida (UWF) Campus in Escambia County. The project length is approximately 4,100 linear feet. A new signalized intersection will be required at the interface of Greenbrier Boulevard and Campus Boulevard. The project will be accomplished in two phases. Phase I will include Preliminary Engineering (Conceptual Design) and environmental work necessary for the County and UWF to reach a decision on the type, design and location of the proposed improvements. Phase II will include the actual design of the facility approved during Phase 1 including preparation of construction plans, bid documents and obtaining all Federal, State and local permits. Phase 1 is the only phase funded at this time, Phase II will be considered an optional service and will be negotiated based on the Phase I approved recommendations.

See attached Scope of Services.

3.0 Schedule

The work authorized herein shall be completed within 365 working days from the issuance of the Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum amount for Phase I of \$279,539, allowances of \$238,000, for a total of \$517,539. Invoices shall be submitted for monthly progress payments subject to the terms and conditions of PD02-03.79.

5.0 **Progress Meetings**

The Engineer shall schedule periodic progress review meetings with the County project manager as necessary but every 30 days as a minimum to discuss design and permitting issues.


Issued by:



Escambia County, Florida

Date 2/4/10

Accepted by:


Post, Buckley, Schuh & Jernigan, Inc.
(PBS&J)

Date 2/4/10

Consulting Engineering Services for Greenbrier Boulevard Extension
 Engineering Scope Estimation
 Prepared for Escambia County
 Revised January 10, 2010

TASK	ACTIVITY FEE ESTIMATE	ACTIVITY FEE ESTIMATE
	Option A	Option B - Reduced Survey and no Geotech
Phase 1 - Preliminary Engineering		
A. Data Collection	\$2,874.00	\$2,874.00
B. Surveying (Pitman Glaze)	\$58,255.00	\$25,535.00
C. Geotechnical (PSI)	\$23,630.00	\$0.00
D. Field Review	\$1,920.00	\$1,920.00
E. Aerial Photography	\$500.00	\$500.00
F. Typical Section Analysis	\$2,880.00	\$2,880.00
G. Roadway Design Alternatives	\$14,480.00	\$14,480.00
H. Prepare Concept Plans - Roadway	\$20,000.00	\$20,000.00
H. Prepare Concept Plans - Bridge	\$20,000.00	\$20,000.00
I. Drainage Analysis and pond siting report	\$12,000.00	\$12,000.00
J. Bridge Hydraulic Report	\$36,000.00	\$36,000.00
K. Bridge Development Report	\$72,500.00	\$72,500.00
L. Traffic Data/Design Traffic (EPR)	\$12,500.00	\$12,500.00
M. Construction Cost Estimate	\$2,000.00	\$2,000.00
Subtotal	\$279,539.00	\$223,189.00
Phase 1 - Environmental Analysis		
A. Archaeological and Historical Sites (Coordination with UWF only)	\$1,000.00	\$1,000.00
B. Establish Wetland Jurisdictional Lines	\$15,000.00	\$15,000.00
C. Threatened and Endangered Species Review	\$12,000.00	\$12,000.00
Subtotal	\$28,000	\$28,000
Meetings and Presentations	\$10,000.00	\$10,000.00
Grand Total	\$317,539.00	\$261,189.00

83

Option A
 Summary of Breakdown
 Environmer \$27,000
 Structures \$92,500
 Transportat \$103,654
 Subs \$94,385
 \$317,539

Activity: Phase 1 - Preliminary Engineering

Gaberonne Swamp Stormwater Improvements

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Comments
A.	Data Collection	LS	1	24	24	Utility information, soils maps, transportation plans, campus master plan, accident data, existing roadway characteristics
B.	Surveying (Pitman Glaze)	LS	0	0	0	Survey subconsultant item
C.	Geotechnical (PS)	LS	0	0	0	Geotechnical sub consultant item
D.	Field Review	LS	8	2	16	8 trips to site/UWF to collect data
E.	Aerial Photography	LS	1	4	4	Coordination with county.
F.	Typical Section Analysis	LS	6	4	24	Bridge and Roadway typicals - 3 each
G.	Roadway Design Alternatives	LS	1	120	120	Horizontal and vertical design + lift station access road
H.	Prepare Concept Plans - Roadway	LS	1	166	166	4100' for Greenbrier and 1000' along Campus Blvd and lift station access
H.	Prepare Concept Plans - Bridge	LS	1	134	134	
I.	Drainage Analysis and pond siting report	LS	3	32	96	Three drainage basins, pond siting analysis and report
J.	Bridge Hydraulic Report	LS	2	150	300	Anticipate two bridge locations with two reports.
K.	Bridge Development Report	LS	2	250	500	Two potential bridge locations with two reports.
L.	Traffic Data/Design Traffic (EPR)	LS	1	76	76	Traffic subconsultant. Update traffic data (counts), develop traffic projections.
M.	Construction Cost Estimate	LS	1	16	16	One total construction estimate with three alt bridge estimates
	Totals				1478	

Activity: Phase 1 Environmental

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Comments
A.	Archaeological and Historical Sites (Coordination with UWF only)	LS	1	8	8	
B.	Establish Wetland Jurisdictional Lines	LS	1	125	125	
C.	Threatened and Endangered Species Review	LS	1	100	100	
	Totals				233	

Activity: Meetings and Presentation

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Comments
A.	Meetings and Presentations (1 Public Meeting)	LS	1	64	64	
	Totals				64	

**SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
GREENBRIER BOULEVARD EXTENSION**

1. GENERAL OBJECTIVE

The CONSULTANT is to design the extension of Greenbrier Boulevard from the east end of Thompson Branch Bridge to Campus Boulevard on the University of West Florida (UWF) Campus in Escambia County, Florida. The project length is approximately 4,100 linear feet. A new signalized intersection will be required at the interface of Greenbrier Boulevard and Campus Boulevard. The project will be accomplished in two phases. Phase I will include Preliminary Engineering (Conceptual Design) and environmental work necessary for the County and UWF to reach a decision on the type, design and location of the proposed improvements. Phase II will include the actual design of the facility approved during Phase I including preparation of construction plans and bid documents and obtaining all Federal, State and local permits. Phase I is the only phase funded at this time, Phase II will be considered an optional service and will be negotiated based on the Phase I approved recommendations.

2. PHASE I - PRELIMINARY ENGINEERING

A. Data Collection/Surveying

Immediately following the Notice to Proceed, the CONSULTANT shall begin preliminary assessments of the project study area from an engineering standpoint. This task is largely of a data gathering nature. This activity consists of collecting various information and materials relative to the performance of engineering analyses within the study area. The information should include all data necessary to perform adequate evaluation of the location and design of a transportation facility.

B. Surveying

The survey CONSULTANT shall perform all survey services necessary to prepare the plans for the subject project. Establish Horizontal and Vertical Control on State Plane coordinates and NAVD 88 vertical datum. The surveyor will locate all topographic features within the project area. Additionally, utility locates will be called in and locations surveyed. The surveyor will also pickup SUE locations, as required. All protected trees and above ground appurtenances will be surveyed. Wetland flagging and geotechnical boring locations will be located within the project limits. A channel survey will be required to establish hydraulic bridge design elements.

C. Geotechnical

The CONSULTANT shall coordinate with the geotechnical sub consultant regarding project requirements, review of geotech data, and scheduling. Sufficient geotechnical work will be needed to establish Bridge Foundation design options and stormwater perk rates.

D. Field Review

The CONSULTANT shall conduct all anticipated field trips needed to collect engineering data.

E. Aerial Photography

Aerial Photography will be provided by the COUNTY and shall be used as a basis for plotting various data necessary for both engineering and environmental analysis, design studies, and the development of the preliminary plans of conceptual design. Copies of aerial photography are the primary source of information used to convey project considerations to the public at public meetings.

F. Typical Section Analysis

The CONSULTANT shall develop all appropriate typical sections alternatives for the project. These will include the COUNTY's standard typical sections, and any typical sections that may result in minimizing right of way or environmental impacts.

G. Roadway Design Alternatives

The CONSULTANT shall develop specific roadway characteristics as required to further define right of way required (i.e. horizontal and vertical geometry, any additional information).

H. Prepare Concept Plans

The CONSULTANT will overlay Concept Plans on the base maps. At a minimum, the concept plans should include proposed roadway, location of culvert/bridge, proposed stormwater facilities, and intersection geometry.

I. Drainage Analysis

The CONSULTANT shall perform preliminary drainage design in order to determine potential outfall locations and preliminary sizes (volume and area) of required detention and/or retention facilities for storm water treatment or attenuation. The location and size of potential detention/retention areas will be determined.

J. Bridge Hydraulic Report

Calculate hydrology, hydraulics, scour, and deck drainage. Prepare report and the information for the Bridge Hydraulics Recommendation Sheet.

K. Bridge Development Report

The CONSULTANT will evaluate conceptual structures vertical and horizontal alignments and develop a Bridge Development Report. The CONSULTANT shall analyze and develop preliminary concept for all structures in accordance with applicable provisions.

General Requirements

Bridge Geometry

Superstructure Alternatives

**Short-Span Concrete/Medium-Span Concrete/Long Span Concrete
Structural Steel
Precast Structure**

Foundation and Substructure Alternatives

**Pier/Bent
Shallow Foundations
Deep Foundations**

Other BDR Issues

**Aesthetics
TCP/Staged Construction Requirements
Constructability Requirements
Abutment Slope/Wall Evaluation
Quantity and Cost Estimates
Wall Type Justification**

Report Preparation

**Exhibits
Report Preparation
BDR Submittal Package**

L. Traffic Data/Design Traffic

The CONSULTANT is responsible for developing the traffic projections to be used to establish the basic design requirements for roadway and bridge typical section design. The COUNTY will develop Average Daily Traffic (ADT) and Design Hour Volume (DHV) for the present year, the opening year, ten years and twenty years from opening the new Greenbrier Boulevard extension to Campus Drive. Specifically the CONSULTANT will provide: Current corridor traffic counts (not applicable) and 5year, 10 year and 20 year Design System Traffic with K & D Factors.

Volume of trucks (medium and heavy), motorcycles and buses for existing, opening, interim years and design year will be included in the CONSULTANT traffic projections.

M. Construction Cost Estimate

The CONSULTANT shall develop construction cost estimates for each design alternative (primarily alternate bridge design alternatives). The cost estimate is to be developed using the latest available County cost data and the latest available FDOT District 3 letting cost data.

3. PHASE I - ENVIRONMENTAL ANALYSIS

A. Archaeological and Historical Sites

The CONSULTANT (or UWF Archaeological Department) shall collect data necessary to completely analyze the impacts to all cultural and historic resources in the vicinity of the

proposed roadway extension. Clearance from the State Historic Preservation Office (SHPO) will be required.

B. Establish Wetland Jurisdictional Lines

The CONSULTANT shall include a wetland data review, wetland delineation field work, and GIS map production.

Wetland Data Review

The CONSULTANT shall conduct a preliminary wetland assessment using a combination of existing data sources and photo-interpretation. Existing data sources to be utilized shall include:

- National Wetland Inventory data;
- NRCS/SCS Soil Surveys;
- Current aerial photographs;
- Historic aerial photography (if available);

Wetland Delineation Field Work

The CONSULTANT shall perform a wetland delineation to establish a FDEP and U.S Army Corps of Engineers (USACE) wetland line associated with the project area. The delineation will approximate the FDEP jurisdictional wetland line using criteria established within 62-340, Florida Administrative Code, as a basis of review. The USACE jurisdictional line using the USACE 1987 Wetland Delineation Manual will also be established. There are two (2) different agencies that regulate wetlands in this area, the USACE and FDEP; however, the USACE regulatory rules tend to be the more inclusive of the two (2) delineation methodologies. It is anticipated that the USACE and FDEP wetland lines should approximate each other for this site. Should a separate USACE wetland line be required for the jurisdictional determination, these areas can be re-evaluated relative to areas of USACE jurisdiction. Preparation of additional maps and/or additional field visits required due to significant differences between the USACE and FDEP wetland jurisdictional boundaries, post issuance of a final agency action for a formal wetland determination, may be considered additional services.

The CONSULTANT shall set flags at the location of the jurisdictional wetland boundary as determined by biological and physical wetland indicators (hydrophytic vegetation, hydric soils and hydrology). Flags will be labeled and their position recorded with a Trimble Pro XR Global Positioning System (GPS), a sub-meter accuracy instrument. Flags and GPS positions shall be recorded on intervals of roughly +/-50 feet depending on site conditions and line of site.

Following the field effort, draft exhibits depicting the jurisdictional wetland boundaries shall be prepared in a digital GIS format compatible with ArcView 9.1. Wetland flag locations shall be geo-referenced on the exhibits.

Wetland Delineation Deliverables

Formal Wetland Jurisdictional Determination Field Work, Mapping, and Application

1. The CONSULTANT will perform a wetland identification of the project site, and prepare a preliminary wetland identification map showing wetland flag locations in a digital GIS format compatible with ArcView 9.1.
3. Two (2) copies of the point specific wetland identification maps with aerial maps at a scale of 1:200 with the property boundary shown, and arrows depicting general hydrologic flow on the site;
4. Two (2) copies of 1:200 scale aerial maps depicting soil data and inspection boundary (property boundary);
5. One (1) USGS quadrangle map of the project area with inspection boundary depicted.

C. Threatened and Endangered Species Review

The CONSULTANT will conduct a review of listed threatened and endangered (T&E) species for the project study area. This task will include review of Florida Natural Areas Inventory (FNAI) element occurrence data and a standard FNAI report for the site; information request letters to be submitted to the Florida Fish and Wildlife Conservation Commission (FFWCC) and U.S. Fish and Wildlife Service (USFWS); and a brief field review of the site to augment listed species data collected from existing sources and site information obtained during proposed wetland surveys of the property. A summary report will be prepared indicating known and/or potential listed T&E species occurrences and habitat on the site, any potential listed species issues or considerations related to site development, and recommendations for any more detailed species-specific surveys or listed species permitting that may be required (if any). Field work / site visits under this scope will be limited to two (2) field days. The scope for this task does not include specialized surveys or monitoring of particular listed species, seasonal surveys, agency coordination (other than the information request letters described above), listed species permitting or approvals, or any listed species mitigation activities.

Deliverables

Deliverables shall include the following:

- A brief report describing the listed species review and findings;
- A copy of the standard FNAI report requested for the project;
- A copy of correspondence with FFWCC and the USFWS;
- A list of potential endangered and threatened species occurring in Escambia County;
- A map of any listed species occurrences documented on the site (with GPS coordinates).

4. PROJECT ADMINISTRATION

Key Personnel

The COUNTY will designate a Project Manager who shall be the representative of the COUNTY for the Project. While it is expected the CONSULTANT shall seek and receive advice from

various State, regional, and local agencies, the final direction on all matters of this Project remain with the Project Manager.

The CONSULTANT'S work shall be performed and directed by the key personnel identified in the proposal by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by COUNTY. The COUNTY anticipates that the CONSULTANT Project Manager will be local to ensure close coordination with COUNTY staff, UWF staff and the general public.

Meetings and Presentations

The CONSULTANT shall attend a Notice to Proceed Meeting with COUNTY and UWF representatives, where relevant project information will be provided by the COUNTY, along with procedures for administering the contract.

The CONSULTANT will assist the COUNTY and UWF in conducting one (1) Public Information Workshop to obtain public comments. The CONSULTANT shall create a project mailing list using tax rolls from the Escambia County Property Appraiser's office or web site.

The CONSULTANT and his staff shall also be available with no more than a five (5) workday notice to attend a maximum of six (6) unscheduled meetings with various groups including homeowners associations, residential neighborhoods, business owners, elected officials, and environmental agencies or advocacy groups or make presentations at the request of the COUNTY. Such meetings and presentations may be held at any hour between 8:00 A.M. and 12:00 midnight on any day of the week.

Quality Control

The CONSULTANT shall be responsible for insuring that all work products conform to COUNTY standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall insure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

Prior to submittal of the first invoice, the CONSULTANT shall submit to the COUNTY'S Project Manager for approval the proposed method or process of providing Quality Control for all work products. The Quality Control Plan shall identify the products to be reviewed, the personnel who perform the reviews, and the method of documentation.

Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this study shall be provided to the COUNTY for their records within one (1) week of the receipt of said correspondence.

Optional Services

At the COUNTY'S option, the CONSULTANT may be requested to provide Phase II final design and plans preparation services. The fee for these services shall be negotiated based on the approved design recommendations from the Phase I study. A supplemental agreement adding the additional PHASE II services may be executed by the COUNTY.

5.0 METHOD OF COMPENSATION

Payment for the work accomplished will be in accordance with Exhibit B of this contract. Invoices shall be submitted to the COUNTY, in a format prescribed by the COUNTY. The COUNTY's Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to insure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the COUNTY.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3017

County Administrator's Report 13. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/23/2012

Issue: Joint Participation Agreement for Service Development Grant for Marketing

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Public Transportation Joint Participation Agreement for Fiscal Year 2012/2013 Funding for a Service Development Grant for Escambia County Area Transit Marketing – Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation, Public Transportation Joint Participation Agreement (JPA), Financial Project Number 43099518401, providing Fiscal Year 2012/2013 Service Development Grant Funding to Escambia County Area Transit (ECAT):

A. Approve the Public Transportation JPA, Financial Project Number 43099518401, providing for Florida Department of Transportation (FDOT) participation, in the amount of \$125,000, for Fiscal Year 2012/2013 funding, to ECAT for Marketing;

B. Adopt the Resolution authorizing the acceptance and application of these funds; and

C. Authorize the Chairman to execute the Resolution, the Public Transportation JPA, and all other required documents pertaining to this JPA, including notifications of funding, without further action of the Board.

The JPA will provide funding for ECAT in Fiscal Year 2012/2013 for Marketing to include interactive website, trip planning software, and videos for transit training associated with ECAT. Funds are allocated to mass transit systems by FDOT from State Transportation Service Development Funds and must be accepted by the receiving agency.

[Funds are budgeted in Fund 104, "Mass Transit"]

BACKGROUND:

The JPA will provide funding for ECAT in Fiscal Year 2012/2013 for Marketing to include interactive website, trip planning software, and videos for transit training associated with ECAT. Funds are allocated to mass transit systems by FDOT from State Transportation Service Development Funds and must be accepted by the receiving agency.

BUDGETARY IMPACT:

There will be no additional costs to the County with this JPA. Projects funded by this JPA are included in the Fiscal Year 2012/2013 budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the resolution and JPA as to form and legal sufficiency on July 26, 2012.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Funds cannot be utilized until the Resolution and the JPA have been approved and executed by the Board.

IMPLEMENTATION/COORDINATION:

The Transportation & Traffic Operations Division and ECAT staff will continue to coordinate with the Florida Department of Transportation staff to complete all implementation requirements.

Attachments

JPA

Resolution

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

725-030-06
PUBLIC TRANSPORTATION
06/11
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Financial Project No(s): (Item-segment-phase-sequence) 4309951 84 01	Fund: DPTO Function: 680 Federal No.: DUNS No.: 80-939-7102	FLAIR Category.: 088774 Object Code: 750012 Org. Code: 55032020329 Vendor No.: F596000598007
Contract No.:	CFDA Number:	CSFA Number: 55012

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and Escambia County Board of County Commissioners
221 Palafox Place, Pensacola, Florida 32502
hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before 09/30/2013 and this Agreement will expire unless a time extension is provided in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 341.051 (10)

Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide Service Development funding for Marketing to include interactive website, trip planning software and videos for transit training associated with Escambia County Area Transit. Exhibit "A" further describes the project.

and as further described in Exhibit(s) A, B, C, & D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

3.00 Project Cost: The total estimated cost of the project is \$ 250,000. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 125,000 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement;
- (c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding is is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Retainage : Retainage is is not applicable. If applicable, _____ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

6.00 Project Budget and Payment Provisions:

6.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

6.20 Payment Provisions: Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

7.20 Funds Received Or Made Available for The Project: The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

7.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

7.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audit Reports: In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

7.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

7.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, Paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II State Funded: If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate entities.

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

Kathy Rudd
P.O.Box 607 1074 Hwy 90
Chipely, Fl 32428

B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, submitted to the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133.

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Kathy Rudd
P.O.Box 607 1074 Hwy 90
Chipely, Fl 32428

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, and any management letters issued by the auditor, to the Department at each of the following addresses:

Kathy Rudd
P.O.Box 607 1074 Hwy 90
Chipely, Fl 32428

3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Department at each of the following addresses:

Kathy Rudd
P.O.Box 607 1074 Hwy 90
Chipely, Fl 32428
 - B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450
4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:
 - A. The Department at each of the following addresses:

Kathy Rudd
P.O.Box 607 1074 Hwy 90
Chipely, Fl 32428
5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

7.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Participant's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

7.64 Other Requirements: If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

7.65 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section.

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Three Public Transportation Office 1074 Highway 90 East, Chipley , FL, 32428 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

8.11 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

8.12 Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

8.13 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

8.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

8.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

8.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

8.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;
or

8.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

8.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

8.30 Disallowed Costs: In determining the amount of the payment, prior to receipt of annual notification of funds availability, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department and costs invoiced prior to receipt of annual notification of fund availability.

8.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

9.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

10.00 Remission of Project Account Upon Completion of Project: Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

11.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

12.00 Contracts of the Agency:

12.10 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

12.30 Disadvantaged Business Enterprise (DBE) Policy

12.31 DBE Policy: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

12.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: in connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, *et seq.*), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

13.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, *et seq.*, which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

13.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

13.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

14.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

14.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

14.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

14.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

14.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

14.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in paragraph 8.23.

16.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before 09/30/2014. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Director of Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

20.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Restrictions on Lobbying:

21.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

22.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516.

23.00 Public Entity Crime: 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, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list 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, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

25.00 E-Verify

Vendors/Contractors:

1. 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 Vendor/Contractor during the term of the contract; and
2. 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.

Financial Project No(s) 4309951 84 01

Contract No. _____

Agreement Date _____

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

FDOT

Escambia County Board of County Commissioners
AGENCY NAME

See attached Encumbrance Form for date of Funding Approval by Comptroller

Wilson B. Robertson
SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

SIGNATURE

DEPARTMENT OF TRANSPORTATION

Chairman
TITLE

TITLE

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form and legal sufficiency.

By: *Kristen Hud*
Title: *HCA*
Date: *7/26/12*

FINANCIAL PROJECT NO. 4309951 84 01

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Escambia County.

PROJECT LOCATION: Escambia County

PROJECT DESCRIPTION: Provides Service Development funding for marketing to include interactive website, trip planning software and videos for transit planning training.

Scope: Develop new interactive website with trip planning software and videos for transit planning training associated with Escambia County Area Transit in the manner described in the Agency's grant application and proposal, as approved by the Department, and performed in accordance with the requirements of the Public Transit Service Development Program and the provisions of this Agreement.

Deliverables: Agency shall demonstrate the establishment, development and operation of the services as described in the Scope above by submitting invoices for reimbursement in the form and manner, and with the supporting documentation required, by the Department including without limitation Agency's Eligible Net Operating/Capital Costs (as defined in FDOT Procedure No. 725-030-005) . Such invoices shall be submitted at such times as the Department may require.

Additional Requirements: Agency shall submit:

- The Project in TransCip.
- Quarterly reports, including ridership and goals, milestones, through TransCip.
- Final report through TransCip upon completion to include summarization of the success, problems, and recommendations.
- Detailed budget that delineates all operating expenses with the project, clearly defines the expenses associated with the project as it relates to the Service Development funding.

SPECIAL CONSIDERATIONS BY AGENCY: See Exhibit "C".

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project number and the Federal Identification number, where applicable and the amount of state funding actions (receipt and disbursement of funds) and any federal or local funding actions and the funding action from any other source with respect to the project.

In accordance with 12.10, Third Party contracts must be approved by the Department.

SPECIAL CONSIDERATIONS BY DEPARTMENT: See Exhibit "C".

Third Party contract between Escambia County and First Transit, Inc, is hereby approved.

**EXHIBIT "B"
PROJECT BUDGET**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Escambia County.

PROJECT ESTIMATED AND PROGRAMMED BUDGET:

I. PROJECT COST: \$ 250,000

TOTAL PROJECT COST: \$ 250,000

II. PARTICIPATION:

Maximum Federal Participation
FTA, FAA (%) or \$

**Agency Participation

In-Kind (%) \$
Cash Local (%) \$ 125,000
Other Fare Box \$

Maximum Department Participation

State (DS)(DDR) (%) or \$ 125,000
Federal Reimbursable (DU)(FRA)(DFTA)(%) or \$
Local Reimbursable (DL) (%) or \$

TOTAL PROJECT COST \$ 250,000

FINANCIAL PROJECT NO. 439951 84 01

EXHIBIT "C"

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Escambia County.

The requirements listed in this exhibit apply to projects funded under the authority given in Sections 341.051, 20.23(3)(a) and 334.048(3), Florida Statutes (F.S.) Rule Chapter 14-73, Public Transportation, Florida Administrative Code (F.A.C.)

Must meet the requirements set forth in Department Procedure 725-030-005.

All submittals required by the Articles of this Agreement with further explanation on the following:

In accordance with Florida Statute 341.061, and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety and security certification that the Agency has adopted and is complying with its adopted System Safety Program Plan and System Security Plan pursuant to Rule Chapter 14-90 and has performed annual safety inspections of all buses operated.

EXHIBIT D

FEDERAL RESOURCES

Federal Agency Amount

Catalog of Federal Domestic Assistance (Number & Title)

Compliance Requirements

- 1.
- 2.
- 3.

STATE RESOURCES

State Agency Amount

Catalog of State Financial Assistance (Number & Title)

\$125,000

55012

Compliance Requirements

1. See Attachment 1
2. See Exhibit C
- 3.

Matching Resources for Federal Programs

Federal Agency Amount

Catalog of Federal Domestic Assistance (Number & Title)

Compliance Requirements

- 1.
- 2.
- 3.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit D be provided to the recipient.

Attachment 1

- Program Objectives:** The Public Transportation Service Development Program was enacted to provide initial funding for special projects. The program is selectively applied to determine whether a new or innovative technique or measure can be used to improve or expand public transit. (FDOT Procedure Topic Number 725-030-005-e)
- Program Procedures:** Public Transit Service Development Projects are undertaken by a public agency to determine whether a new or innovative technique or measure can be utilized to improve or expand public transit services to its constituency. The duration of the project shall be limited according to the type of the project in conformance with the provisions of Section 341.051(5)(f), Florida Statutes, but in no case shall exceed a period of 3 years. (Section 341.031(8), Florida Statutes)
- The Joint Participation Agreement (JPA) shall specify that if deemed successful by their own measures, Service Development Projects must be continued by the public transit provider without additional Public Transit Service Development Program funds. (FDOT Procedure Topic Number 725-030-005-e)
- Compliance Requirement:** In developing audit procedures to test compliance with the requirements for a state project, the auditor should first look to Part Two, Matrix of Compliance Requirements, to identify which of the 10 types of compliance requirements described in Part Three of the Compliance Supplement are applicable and then look to Parts Three and Four for the details of the requirements.
- Activities Allowed:** Public Transportation Service Development Projects specifically include projects involving the use of new technologies, services, routes, or vehicle frequencies, the purchase of special transportation services, and other such techniques for increasing service to the riding public as are applicable to specific localities and transit groups. (FDOT Procedure Topic Number 725-030-005-e)
- Projects involving the application of new technologies or methods for improving operations, maintenance, and marketing in public transit systems can be funded through the Public Transportation Service Development Program. (FDOT Procedure Topic Number 725-030-005-e)
- Allowable Costs:** Public Transportation Service Development Project funds are selectively applied in the following functional areas and subject to specified times of duration:
- 1) Improving system operations, including, but not limited to, realigning route structures, increasing system average speed, decreasing deadhead mileage, expanding area coverage, and improving schedule adherence, for a period up to 3 years;
 - 2) Improving system maintenance procedures, including, but not limited to, effective preventive maintenance programs, improved mechanics training programs, decreasing service repair calls, decreasing parts inventory requirements, and decreasing equipment downtime, for a period of up to 3 years;
 - 3) Improving marketing and consumer information programs, including, but not limited to, automated information services, organized advertising and promotion programs, and signing of designated stops, for a period of up to 2 years; and
 - 4) Improving technology involved in overall operations, including, but not limited to, transit equipment, fare collection techniques, electronic data processing applications, and bus locators, for a period of up to 2 years. (Section 341.051(5)(b)3(f), Florida Statutes)

RESOLUTION NUMBER R2012-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BY THE FEDERAL TRANSIT ADMINISTRATION ACT OF 1964; PROVIDING AN EFFECTIVE DATE

WHEREAS, Escambia County has the authority to apply for and accept grants and make purchases and expend funds pursuant to grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes and by the Federal Administration Act of 1964, as amended; and

WHEREAS, the Florida Department of Transportation has indicated a willingness to participate in a Joint Participation Agreement, Financial Project Number 43099518401, providing \$125,000 in Service Development Grant funds for the transit operating costs associated with ECAT Marketing, to include an interactive website, trip planning software, and training videos which were included in the Escambia County Mass Transit Operations Budget for FY 12/13.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AS FOLLOWS:

Section 1. That the above recitals are true and correct and incorporated herein by reference.

Section 2. That the Board of County Commissioners approve the Joint Participation Agreement, Financial Project Number 43099518401, between the Florida Department of Transportation and Escambia County providing for Service Development Grant funds for transit operating assistance with costs associated with Marketing, to include an interactive website, trip planning software, and training videos and authorizes the Chairman to sign all required documents.

Section 3. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED THIS ____ DAY OF _____, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form
and legal sufficiency.

By: 

Title: ACB

Date: 7/26/12



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3014

County Administrator's Report 13. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/23/2012

Issue: Supplemental Joint Participation Agreement for Davis Highway Urban Corridor Project

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Public Transportation Supplemental Joint Participation Agreement Number 2, Providing Fiscal Year 2012-2013 Davis Highway Urban Corridor Project Funding to Escambia County Area Transit – Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation, Public Transportation Supplemental Joint Participation Agreement (JPA) Number 2, Financial Project Number 422260184, providing Fiscal Year 2012-2013 Davis Highway Urban Corridor Project Funding to Escambia County Area Transit (ECAT):

A. Approve the Supplemental JPA Number 2, Financial Project Number 422260184, providing for Florida Department of Transportation (FDOT) participation, in the amount of \$525,000, for Fiscal Year 2012/2013 funding, to ECAT for the Davis Highway Urban Corridor Project;

B. Adopt the Resolution authorizing the acceptance and application of these funds; and

C. Authorize the Chairman to execute the Resolution, Public Transportation Supplemental JPA, and all other required documents pertaining to this JPA, including notifications of funding, without further action of the Board.

With the Davis Highway north/south corridor considered one of the most traffic-congested areas in the Pensacola area, the Florida Department of Transportation has agreed to continue funding the urban area corridor project to increase mass transit service in an effort to alleviate the current traffic congestion. The JPA will provide mass transit operations funding for ECAT in Fiscal Year 2012/2013. Funds are allocated to mass transit systems by FDOT annually and must be accepted by the receiving agency.

[Funds are budgeted in Fund 104, "Mass Transit".]

BACKGROUND:

With the Davis Highway north/south corridor considered one of the most traffic congested areas in the Pensacola area, the Florida Department of Transportation has agreed to continue funding the urban area corridor project to increase mass transit service in an effort to alleviate the current traffic congestion. The JPA will provide mass transit operations funding for ECAT in FY 12/13. Funds are allocated to mass transit systems by FDOT annually and must be accepted by the receiving agency.

BUDGETARY IMPACT:

There will be no additional costs to the County with this JPA. Projects funded by this JPA are included in the FY 12/13 budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the resolution and JPA as to form and legal sufficiency on July 26, 2012.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Funds cannot be utilized until the Resolution and the JPA have been approved and executed by the Board.

IMPLEMENTATION/COORDINATION:

The Transportation & Traffic Operations Division and ECAT staff will continue to coordinate with the Florida Department of Transportation staff to complete all implementation requirements.

Attachments

JPA

Resolution

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT
Number 2

Financial Project No.: <u>422260184</u> <small>(item-segment-phase-sequence)</small>	Fund: <u>DDR</u> Function: <u>680</u> Federal No.: _____ DUNS No.: <u>80-939-7102</u>	FLAIR Category: <u>088774</u> Object Code: <u>750013</u> Org. Code: <u>55032020329</u> Vendor No.: <u>F596000598007</u>
Contract No.: <u>AQH05</u>	Catalog of Federal Domestic Assistance Number: _____ Catalog of State Financial Assistance Number: <u>55013</u>	

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and Escambia County Board of County Commissioners
221 Palafox Place, Pensacola, Florida 32502
 hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 23rd day of November, 2011, entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment "A" for a total Department Share of \$1,000,000.00

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended and supplemented as follows:

1.00 Project Description: The project description is amended to continue to provide funding for the Urban Corridor project on Davis Highway in Escambia County. Project description remains the same.

2.00 Project Cost:

Paragraph 3.00 of said Agreement is increased by \$525,000.00
bringing the revised total cost of the project to \$1,000,000.00

Paragraph 4.00 of said Agreement is increased by \$525,000.00
bringing the Department's revised total cost of the project to \$1,000,000.00

3.00 Amended Exhibits:

Exhibit(s) B of said Agreement is amended by Attachment "A".

4.00 Contract Time:

Paragraph 18.00 of said Agreement December 31st, 2013

5.00 E-Verify

Vendors/Contractors:

1. 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 Vendor/Contractor during the term of the contract; and
2. 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.

Financial Project No. 422260184

Contract No. AQH05

Agreement Date December 31st 2012

Except as hereby modified, amended or changed, all other terms of said Agreement dated November 23rd ,2011 and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

AGENCY

FDOT

Escambia County Board of County Commissioners
AGENCY NAME

See attached Encumbrance Form for date of Funding Approval by Comptroller

Wilson B. Robertson
SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

SIGNATURE

DEPARTMENT OF TRANSPORTATION

Chairman
TITLE

TITLE

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form and legal sufficiency.

By: [Signature]

Title: HCA

Date: 7/26/12

Financial Project No. 422260184
 Contract No. AQH05
 Agreement Date _____

**ATTACHMENT "A"
 SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and Escambia County Board of County Commissioners
 221 Palafox Place, Pensacola, Florida 32502 _____

dated _____ .

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

To provide FY12/13 funding for the Urban Corridor project on Davis Highway. Project description remains the same.

I. Project Cost:	As Approved	As Amended	Net Change
	\$475,000.00	\$1,000,000.00	\$525,000.00
Total Project Cost	\$475,000.00	\$1,000,000.00	\$525,000.00
II. Fund Participation:	As Approved	As Amended	Net Change
Department:	\$475,000.00	\$1,000,000.00	\$525,000.00
Agency:	\$0.00		\$0.00
			\$0.00
Total Project Cost	\$475,000.00	\$1,000,000.00	\$525,000.00

Comments:

RESOLUTION NUMBER R2012-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BY THE FEDERAL TRANSIT ADMINISTRATION ACT OF 1964; PROVIDING AN EFFECTIVE DATE

WHEREAS, Escambia County has the authority to apply for and accept grants and make purchases and expend funds pursuant to grant awards made by The Florida Department of Transportation as authorized by Chapter 341, Florida Statutes and by the Federal Administration Act of 1964, as amended; and

WHEREAS, the Florida Department of Transportation has indicated a willingness to participate in a Supplemental Joint Participation Agreement Number 2, Financial Project Number 422260184, providing \$525,000 in Urban Corridor funds for transit operating costs associated with ECAT's Urban Corridor Project on the Davis Highway route included in the Escambia County Mass Transit Operations Budget for FY 12/13.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AS FOLLOWS:

Section 1. That the above recitals are true and correct and incorporated herein by reference.

Section 2. That the Board of County Commissioners approves the Supplemental Joint Participation Agreement Number 2, Financial Project Number 422260184, between the Florida Department of Transportation and Escambia County providing for Urban Corridor transit operating assistance and authorizes the Chairman to sign all required documents.

Section 3. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED THIS ____ DAY OF _____, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form and legal sufficiency.

By: 

Title: ACA

Date: 7/26/12



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3062

County Administrator's Report 13. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/23/2012

Issue: Acquisition of Property for Public Boat Ramp Facility on Lillian Highway

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Property for a Public Boat Ramp Facility on Lillian Highway – Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of real property for Public Boat Ramp Facilities on Lillian Highway:

Authorize staff to make an offer to RL REGI Florida, LLC, to purchase three contiguous parcels of real property (totaling approximately 40.03 acres) located at 10836 Lillian Highway for the appraised amount of \$1,235,000, which is the highest of two appraisals and subject to completion of the due diligence process.

RL REGI, Florida, LLC, owns three contiguous parcels of property totaling approximately 40.03 acres located at 10836 Lillian Highway, with frontage on Perdido Bay. The owners listed the property for sale for \$1,900,000. Staff had an appraisal performed by G. Daniel Green, dated February 29, 2012, which placed a value of \$910,000. Pursuant to Board policy, when property is valued at more than \$250,000, staff must acquire two appraisals. Staff had another appraisal performed by Brantley & Associates dated, May 1, 2012, which placed a value of \$1,235,000 for the approximately 40.03 acres of property. The average of the two appraisals is \$1,072,500. The owners were not amenable to accepting the average price of the two appraisals and countered with an offer of \$1,235,000, which is the value placed on the property according to the Brantley appraisal. The owners indicated that they were firm on this price and were not amenable to accepting less.

The acquisition of this property is funded by the Florida Boating Improvement Program and Local Option Sales Tax (LOST). Improvements currently in the planning stage for the Public Boat Ramp Facilities on Lillian Highway (RL REGI Florida, LLC, property) are being funded by National Resource Damage Assessment (NRDA). **NO FUNDING IS AVAILABLE AT THIS TIME TO MAKE ANY IMPROVEMENTS TO THIS PARCEL. ANY FUNDING FOR SUCH IMPROVEMENTS WILL NEED TO BE THROUGH GRANTS OR INCLUDED IN THE NEXT ROUND OF LOST IN 2017.**

[Funding Source: Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Project 08NE0018, Boat Ramps]

BACKGROUND:

RL REGI, Florida LLC, owns three contiguous parcels of property totaling approximately 40.03 acres located at 10836 Lillian Highway and which has frontage on Perdido Bay. The owners listed the property for sale for \$1,900,000. Staff had an appraisal performed by G. Daniel Green, dated February 27, 2012, which placed a value of \$910,000. Pursuant to Board policy, when property is valued at more than \$250,000, staff must acquire two appraisals. Staff had another appraisal performed by Brantley & Associates dated May 1, 2012, which placed a value of \$1,235,000 for the approximately 40.03 acres of property. The average of the two appraisals is \$1,072,500. The owners were not amenable to accepting the average price of the two appraisals and countered with an offer of \$1,235,000, which is the value placed on the property according to the Brantley appraisal. The owners indicated that they were firm on this price and were not amenable to accepting less.

The acquisition of this property is funded by the Florida Boating Improvement Program and Local Option Sales Tax (LOST). Improvements currently in the planning stage for the Public Boat Ramp Facilities on Lillian Highway (RL REGI Florida, LLC property) are being funded by National Resource Damage Assessment (NRDA); any further improvements to this site will require Grant funding or future LOST funds.

BUDGETARY IMPACT:

Funding Source: Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Project 08NE0018, Boat Ramps.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property.

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

[Parcel Information 1](#)

[Parcel Information 2](#)

[Parcel Information 3](#)

[Appraisal - Brantley](#)

[Appraisal - Green](#)

[Aerial View](#)

PARCEL 1

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information	
Reference:	162S314002000027
Account:	093940100
Owners:	RL REGI FLORIDA LLC
Mail:	700 NW 107TH AVE STE 200 MIAMI, FL 33172
Situs:	10836 LILLIAN HWY 32506
Use Code:	NON-AG ACREAGE
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2011 Certified Roll Assessment	
Improvements:	\$0
Land:	\$744,906
Total:	\$744,906
Save Our Homes:	\$0
Disclaimer	
Amendment 1 Calculations	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
09/30/2010	6687	1350	\$912,600	WD	View Instr
08/20/2010	6628	953	\$2,252,600	WD	View Instr
10/2006	6016	1885	\$100	QC	View Instr
07/2004	5454	1715	\$2,070,000	WD	View Instr
07/2004	5454	1711	\$100	QC	View Instr
01/1912	1174	826	\$155,900	WD	View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2011 Certified Roll Exemptions	
None	
Legal Description	
GOV'T LT 1 LESS E 1980 FT & ALL THAT POR OF LT 4 LYING E OF CENTER OF CHANNELL OF BAYOU HERRON &...	
Extra Features	
None	

Parcel Information

[Restore Map](#)

[Get Map Image](#)

[Launch Interactive Map](#)

Section Map Id:

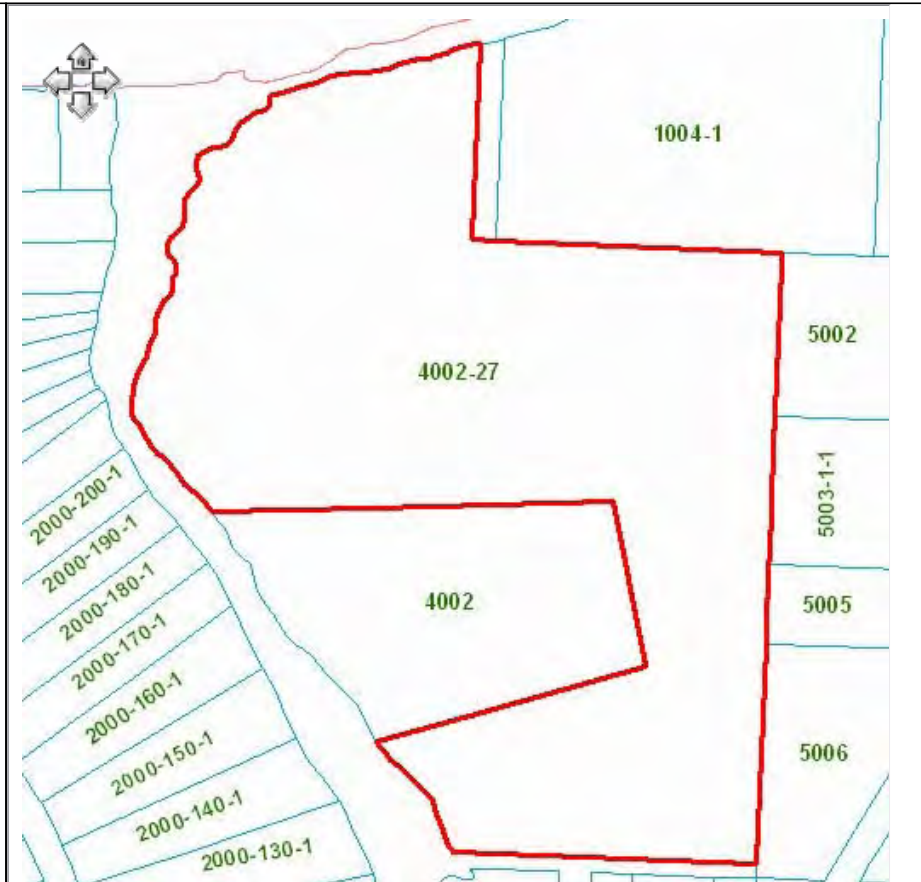
[16-2S-31](#)

Approx. Acreage:

29.4100

Zoned:

[R-2](#)



PARCEL 2

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information	
Reference:	162S314002000000
Account:	093922000
Owners:	RL REGI FLORIDA LLC
Mail:	700 NW 107TH AVE STE 200 MIAMI, FL 33172
Situs:	10836 LILLIAN HWY 32506
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2011 Certified Roll Assessment	
Improvements:	\$37,583
Land:	\$279,680
Total:	\$317,263
Save Our Homes:	\$0
Disclaimer	
Amendment 1 Calculations	

Sales Data					Official Records (New Window)
Sale Date	Book	Page	Value	Type	
09/30/2010	6687	1350	\$912,600	WD	View Instr
08/20/2010	6628	953	\$2,252,600	WD	View Instr
07/2004	5454	1715	\$2,070,000	WD	View Instr
01/1978	1188	748	\$100	WD	View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2011 Certified Roll Exemptions	
None	
Legal Description	BEG 640 FT S OF NE COR OF LT 4 CONTINUE S 650 FT W PARL WITH N LI OF LT 750 FT TO CENTER OF CHANNEL...
Extra Features	FRAME GARAGE

Parcel Information

[Restore Map](#)

[Get Map Image](#)

[Launch Interactive Map](#)

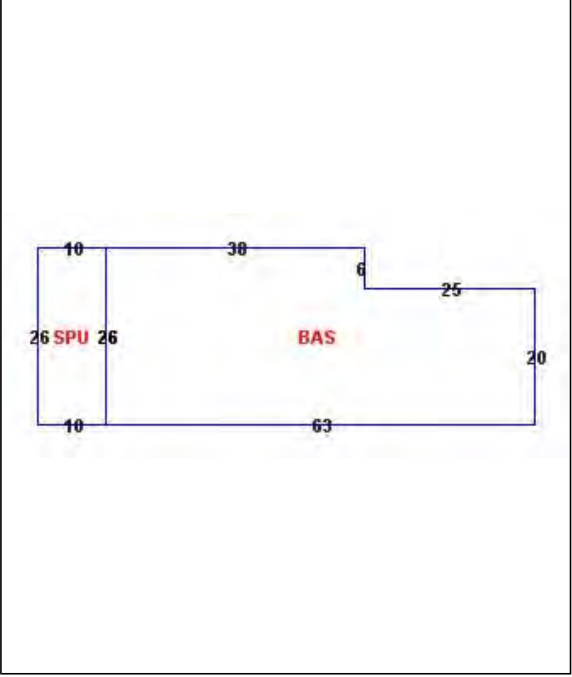
Section Map Id:

[16-2S-31](#)

Approx. Acreage:
7.3100

Zoned:
[R-2](#)



Buildings	
Building 1 - Address: 10836 LILLIAN HWY, Year Built: 1949, Effective Year: 1949	
<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Structural Elements</div> <p>FOUNDATION- WOOD/SUB FLOOR EXTERIOR WALL- ASBESTOS SIDING NO. PLUMBING FIXTURES- 6.00 DWELLING UNITS- 1.00 ROOF FRAMING- GABLE ROOF COVER- COMPOSITION SHG INTERIOR WALL- DRYWALL- PLASTER FLOOR COVER- PINE/SOFTWOOD NO. STORIES- 1.00 DECOR/MILLWORK- BELOW AVERAGE HEAT/AIR- CENTRAL H/AC STRUCTURAL FRAME- WOOD FRAME</p> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Areas - 1748 Total SF</div> <p>BASE AREA - 1488 SCRN PORCH UNF - 260</p>	 <p>The diagram shows a floor plan with the following dimensions: a top horizontal edge of 38, a right vertical edge of 20, a bottom horizontal edge of 63, and a left vertical edge of 26. A small vertical segment of 6 is shown on the top edge, extending from the 38 segment to the right. A horizontal segment of 25 is shown on the right edge, extending from the 20 segment to the 6 segment. The area is labeled 'SPU' on the left and 'BAS' in the center.</p>
Images	
None	

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

PARCEL 3

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information	
Reference:	162S315006000000
Account:	093946000
Owners:	RL REGI FLORIDA LLC
Mail:	700 NW 107TH AVE STE 200 MIAMI, FL 33172
Situs:	10800 LILLIAN HWY BLK 32506
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2011 Certified Roll Assessment	
Improvements:	\$0
Land:	\$134,490
Total:	\$134,490
Save Our Homes:	\$0
Disclaimer	
Amendment 1 Calculations	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
09/30/2010	6687	1350	\$912,600	WD	View Instr
08/20/2010	6628	953	\$2,252,600	WD	View Instr
07/2004	5454	1715	\$2,070,000	WD	View Instr
06/2004	5434	327	\$70,000	WD	View Instr
01/1902	1078	910	\$12,500	WD	View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2011 Certified Roll Exemptions	
None	
Legal Description	
N 15A OF S 55A OF LT 5 OR 6687 P 1350 LESS OR 1055 P 144- BLANTON LESS MINERAL RIGHTS	
Extra Features	
None	

Parcel Information

[Restore Map](#)

[Get Map Image](#)

[Launch Interactive Map](#)

Section Map Id:
[16-2S-31](#)

Approx. Acreage:
3.3100

Zoned:
[R-2](#)



SUMMARY APPRAISAL REPORT

WATERFRONT RESIDENTIAL ACREAGE

LOCATED AT 10836 LILLIAN HIGHWAY AND HERON'S BAYOU
IN PENSACOLA, ESCAMBIA COUNTY, FLORIDA

AS OF APRIL 26, 2012

B&A File No.: VWF12MM6862; Client File No.: P.O. 121166



PREPARED FOR
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE, 2ND FLOOR, SUITE 11, 101
PENSACOLA, FLORIDA 32591

BY
BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

100 NORTH SPRING STREET POST OFFICE 12505 PENSACOLA, FLORIDA 32591-2505
PHONE: (850) 433-5075 FAX: (850) 438-0617 EMAIL: shawnbrantley@brantleyassociates.com



R. SHAWN BRANTLEY, MAI



Individual Member

Brantley & Associates Real Estate Appraisal Corp.

Mobile

*

Pensacola

*

Panama City

R. Shawn Brantley, MAI, CCIM
FL: Cert Gen RZ 289
AL: Certified General Real Property Appraiser G00419

Barbara M. Martin, MAI
FL: Cert Gen RZ 2552

Bruce A. Black
FL: Cert Gen RZ 2714

Barbara S. Brantley, CPA
Administration & Finance

David C. Singleton, MBA
FL: Trainee RI 23431
AL: Certified General Real Property Appraiser G01003

Torri L. Matherne
FL: Cert Gen RZ 2987

Michael Miragliotta
FL: Cert Gen RZ 2173

May 1, 2012

Judy Cantrell
Real Estate Acquisition Specialist
Board of County Commissioners,
Escambia County Florida
213 Palafox Place, 2nd floor, Suite 11, 101
Pensacola, Florida 32591

Re: Summary Appraisal Report of residential waterfront land
at the 10836 Lillian Highway, along Heron's Bayou,
Pensacola, Escambia County, FL. B & A File #:
VWF12MM6862; PO 121166

Dear Ms. Cantrell:

Per your request, we have made a personal inspection of the above referenced property for the purpose of obtaining an opinion of the fee-simple market value, as of the effective date cited herein.

The appraised property is 33.8 effective acres of waterfront, residential land. The property is located at the 10836 Lillian Highway, just north of Highway 98, and on the east bank of Heron's Bayou, in Pensacola, Escambia County, Florida.

The date of inspection of the subject property was April 26, 2012, which is the effective date of this report. We have analyzed the data, made comparative analysis for the subject, and have obtained an opinion of the fee-simple market value of the above referenced property, as of the April 26, 2012, at:

FINAL VALUE ESTIMATE
ONE MILLION TWO HUNDRED THIRTY FIVE THOUSAND DOLLARS
(\$1,235,000)
INCLUDING AN ALLOWANCE FOR ACCOMPLISHED ENGINEERING & FOR DEMOLITION

ALLOCATED AS FOLLOWS:

As Clean Land Value Only	\$1,220,000
ADD: Intangible Value of engineering and survey documents:	\$ 30,000
<u>DEDUCT: Estimated cost of demolition and removal</u>	<u>(\$ 15,000)</u>
Final Value Estimate:	\$1,235,000



R. SHAWN BRANTLEY, MAI

POST OFFICE BOX 12505 · PENSACOLA, FLORIDA 32591
shawnbrantley@brantleyassociates.com · www.brantleyassociates.com · (850) 433-5075

The above value opinion is subject to the limiting conditions and general assumptions included in the body of this report plus the following extraordinary assumptions and/or hypothetical conditions:

- (1) We discovered an abandoned, rusted aboveground fuel storage tank on the subject property (see photography). We are not experts in the detection of environmental contamination. We have appraised the subject property under the extraordinary assumption that it is free of any type of environmental contamination. We recommend that any reader secure appropriate environmental studies to ascertain the presence or absence of any type of contamination. This valuation is pertinent only to the market value of the property if it is found free of environmental contamination of any type.**
- (2) We discovered a Preliminary Plat and expired Development order for a stalled subdivision of the subject property and we have relied upon the acreage estimates and other information associated with this information in completing this appraisal. We assume it to be correct.**

This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use. The appraiser is not responsible for unauthorized use of this report.

The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The appraiser is not responsible for unauthorized use of this report. This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount that would result in the approval of a loan.

We appreciate the opportunity of doing this work for you. If there should be any questions, please do not hesitate to call.

Sincerely,



R. Shawn Brantley, MAI, CCIM
Cert Gen RZ 289
Florida



Michael Miragliotta
Cert Gen RZ 2183
Florida

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PROPERTY IDENTIFICATION: Waterfront residential land

OWNERSHIP: RL REGI Florida, LLC
700 NW 107th Ave, Suite 200
Miami, FL 33172

LOCATION OF PROPERTY: 10836 Lillian Highway
Pensacola, Florida 32506

PURPOSE/INTENDED USE: To obtain an opinion of the market value of the
subject property, as of the effective date.

PROPERTY RIGHTS APPRAISED: Fee-Simple

DATE OF VALUATION: April 26, 2012

DATE OF REPORT: May 1, 2012

2011 ASSESSMENTS: \$1,196,659

2011 TAXES: \$18,676.91

ZONING DISTRICT: R-2, Residential

FUTURE LAND USE: MU-S, Mixed Use Suburban

LAND AREA: 33.8 acres

HIGHEST AND BEST USE
"AS VACANT": Recreational Residential

VALUATION:

FINAL VALUE OPINION: \$1,235,000

LILLIAN HIGHWAY
40.03 ACRES-VACANT LAND
PARCEL 16-2S-31-4002-000-027, 16-2S-31-4002-000-000 &
16-2S-31-5006-000-000
PENSACOLA, FLORIDA 32506
ESCAMBIA COUNTY



G. Daniel Green
& ASSOCIATES

COMMERCIAL & RESIDENTIAL APPRAISAL, CONSULTING & SALES

103 baybridge drive • gulf breeze, fl 32562
tel 850.934.1797 • fax 850.932.8679

G. DANIEL GREEN & ASSOCIATES, INC.
Appraisals, Sales, & Consulting

SUMMARY APPRAISAL REPORT

SUBJECT PROPERTY

Lillian Highway
40.03 Acres Vacant Land
PARCEL 16-2S-31-4002-000-027, 16-2S-31-4002-000-000 &
16-2S-31-5006-000-000
Pensacola, FL 32506
Escambia County

REPORT DATE

February 29, 2012

INSPECTION DATE

February 27, 2012

CLIENT/INTENDED USER

Board of County Commissioners
Escambia County, FL
c/o Judy Cantrell or Larry Godwin
Public Works Department
3363 West Park Place
Pensacola, FL 32505

Prepared By:

G. Daniel Green, MAI, SRA

Certified General Appraiser

RZ836

G. Daniel Green & Associates, Inc.

103 Baybridge
Gulf Breeze, Florida 32561
Telephone (850) 934-1797
Fax (850) 932-8679
appraisal@gdanielgreen.com

February 29, 2012

Board of County Commissioners
Escambia County, FL
c/o Judy Cantrell or Larry Godwin
Public Works Department
3363 West Park Place
Pensacola, FL 32505

Re: Lillian Highway
40.03 Acres Vacant Land
Parcel 16-2S-31-4002-000-027, 16-2S-31-4002-000-000 & 16-2S-31-5006-000-000
Pensacola, FL 32506, Escambia County

Dear Ms. Cantrell or Mr. Godwin:

In response to your request, we have conducted the required investigation, gathered the necessary data, and made certain analyses that have enabled us to form an opinion of the current market value of the fee simple interest in the above captioned subject property.

Based on the inspection of our office, and the investigation and analyses undertaken, we have formed the opinion, as of February 27, 2012, the date of inspection, subject to the attached assumptions and limiting conditions, the subject property has a market value of:

\$910,000
NINE HUNDRED AND TEN THOUSAND DOLLARS
AS-IS
FEE SIMPLE INTEREST
February 27, 2012



Ms. Cantrell or Mr. Godwin:

February 29, 2012

The above value opinion is subject to the limiting conditions and general assumptions set forth in this document.

Exposure Time: The exposure time linked to the final value opinion for subject property is estimated to be eighteen (18) to twenty four (24) months based on market sales of similar properties and current market activity.

Marketing time at concluded value estimate: We estimate the marketing time for the subject property to be eighteen (18) to twenty four (24) months.

The following is a summary report of an appraisal utilizing the Direct Sales Comparison approach to value, solely. Due to the subject property being vacant land, the Income and Cost Approaches to value have been omitted. As such, the Direct Sales Comparison Approach will be utilized to provide an indication of the Market Value of the Fee Simple Interest in the subject. This report has been prepared utilizing all of the requirements set forth as standards for real estate appraisals established for federally related transactions by the Comptroller of the Currency, the Federal Reserve Board, the Federal Deposit Insurance Corporation, the State of Florida, including Federal regulations as stipulated by all appropriate federal regulatory agencies under the most recent Real Estate Appraisal ruling (12 CFR Par 34-Title XI of FIRREA).

The appraisal is in conformity with the standards for real estate appraisals as established by the Appraisal Foundation and its Appraisal Standards Board. It is intended to comply with the requirements set forth under Standards Rule 2 of the *Uniform Standards of Professional Appraisal Practice* (USPAP) effective January 1, 2010 adopted by the Appraisal Foundation. The fee for this appraisal was not based on value nor was the assignment undertaken based on a predetermined value, trend in value or a minimum or maximum value. The report presents summarized discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's credible opinion of value. The depth of discussion contained in the report is specific to the needs of the client and for the intended use stated in the report. The content of this Summary level report includes all specification in USPAP as defined in Standards Rule 2 -2 (b) and through the scope of work have concluded to a credible opinion of value.

In addition to the included assumptions and limiting conditions, the following also apply:

- 1. The Escambia County Property Appraiser's website was used as a reference to extract the acreage measurements for the subject property. No additional information was provided to our office by the client or any third party. All representations (i.e. site dimensions, county information, etc.) in this appraisal report are based on the best information available and are accurate to the best of the appraiser's knowledge at the time of observation. The reader should perform his/her own due diligence when reading the appraisal report. It is an extraordinary assumption that these calculations are correct and if any information is provided to our office stating otherwise all opinions, conclusions or determination of values in this appraisal report may be subject to change.*
- 2. The Escambia County Public Works Department "authored" an aerial photograph of the subject property. These three parcels, totaling approximately 40 acres, are thought to be 25% wet in nature. The wetlands are denoted by cross hatch markings on the photo (furnished on page 33 of the appraisal) and account for approximately 10 acres. This appraisal is based on the premise that the subject property indeed only has 10 acres that are wet in nature. Should this information be inaccurate, this appraisal and all value indications arrived at herein may be considered invalid and subject to review by the appraiser signing this report.*
- 3. The Escambia County Property Appraiser's website indicates "Parcel B" is improved with a 1,488 square foot home that was built in 1949. All aerial imagery indicates this structure no longer exists. This report is therefore, written based on the extraordinary assumption that this structure has indeed been razed or is of little to no contributory value to the subject property. If this extraordinary assumption is invalid, all opinions, conclusions or determination of values within this report may be subject to change.*
- 4. The appraiser also reserves the right to alter opinions of value contained in this appraisal report on the basis of information withheld or not discovered in the normal course of diligent investigation.*

Respectfully submitted,



G. Daniel Green, MAISRA
State-Certified General
Real Estate Appraiser #RZ836

CERTIFICATION OF VALUE

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no (or the specified) present or prospective interest in the properties that are the subject of this report and no (or the specified) personal interest with respect to the parties involved.
- We have no bias with respect to the properties that are the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- G. Daniel Green has made a personal inspection of the parcels that are the subject of this report.
- No one provided significant real property appraisal assistance to the person(s) signing this certification.
- The reported analysis, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of The Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- The undersigned appraisers have the knowledge and experience to complete this assignment competently.
- As of the date of this report, G. Daniel Green MAI, SRA has completed the continuing education program of the Appraisal Institute.
- We have completed a previous appraisal assignment on this property within the past 36 months, as a prospective subdivision.



G. Daniel Green, MAISRA
State-Certified General
Real Estate Appraiser RZ836

POLICY STATEMENT OF THE APPRAISAL INSTITUTE

It is improper to base a conclusion or opinion of value upon the premise the racial, ethnic or religious homogeneity of the inhabitants of an area or of a property is necessary for maximum value.

Racial, religious and ethnic factors are deemed unreliable predictors of value trends or price variance.

It is improper to base a conclusion or opinion of value, or conclusion with respect to neighborhood trends, upon stereotyped biased presumptions relating to the effective age or remaining life of the property being appraised or the life expectancy of the neighborhood in which it is located.

DISCLOSURE OF COMPETENCY

The signing appraisers of this report are competent to complete this report in accordance with the competency provision in the USPAP 2010. Appraisers' qualifications are included toward the end of the report.

LILLIAN HIGHWAY - 40.03 ACRES

SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS

PROPERTY IDENTIFICATION: 40.03 acres of vacant land off of Lillian Highway, located in Pensacola, Florida, in Escambia County, Florida.

OWNERSHIP: RL REGI FLORIDA LLC
700 NW 107th Avenue Suite 200
Miami, Florida 33172

LOCATION OF PROPERTY: Located on the northwest side of Lillian Highway, in Pensacola, Florida. The property is portion of Section 16, Township 2 South, Range 31 West, Escambia County, Florida.

PURPOSE OF APPRAISAL: The purpose of this appraisal is to provide an opinion of the market value of the fee simple interest as of a current date and the prospective date of completion.

PROPERTY RIGHTS APPRAISED: Fee simple ownership rights.

DATE OF REPORT: February 29, 2012

DATE OF VALUATION: February 27, 2012- As-Is Value & Date of Inspection

ASSESSMENT: \$1,196,659- per Escambia County Records

TAXES: \$18,117as of 12/31/11 - see tax section for more detail

ZONING CLASSIFICATION: R2, Single-Family Residential District, Low Density (Escambia County) - see zoning section for more detail

SITE AREA: 40.03 +/- Acres or 1,743,707 SF -of which 10/ Ac is deemed wetlands by Escambia Co. Public Works

HIGHEST AND BEST USE

AS VACANT Hold for Future Development

AS IMPROVED Residential Single Family Development



LILLIAN HIGHWAY - 40.03 ACRES

VALUE INDICATIONS:

Direct Sales Comparison Approach \$910,000

Final Value Opinion **\$910,000**



IDENTIFICATION OF TYPE OF APPRAISAL AND REPORT FORMAT

This is a complete summary appraisal report that is intended to comply with the reporting requirements set forth by the Uniform Standards of Professional Appraisal Practice.

APPRAISAL PREPARED FOR & INTENDED USER

Board of County Commissioners
Escambia County, FL
c/o Judy Cantrell or Larry Godwin
Public Works Department
3363 West Park Place
Pensacola, FL 32505

PURPOSE OF APPRAISAL

The purpose of this appraisal is to provide an opinion of the fee simple value of the subject property as of the effective date of this appraisal.

INTENDED USE OF APPRAISAL

It is our understanding this appraisal shall serve as a valuation guideline for internal decision-making.

DATE OF REPORT

February 29, 2012

DATE OF VALUE OPINION

February 27, 2012 – “As-Is” value & Date of Inspection

PROPERTY RIGHTS TO BE APPRAISED

The property rights appraised include all present and future benefits and rights of the property associated with the *fee simple* ownership position, free and clear of other leases, mortgage indebtedness, other liens or special assessments against the property. The Appraisal Institute defines Fee Simple ownership rights as “absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat”.

1 2002 The Dictionary of Real Estate Appraisal – Fourth Edition



SCOPE OF WORK

Scope of Work is defined in the preamble to Standard 1 as follows: The type and extent of research and analysis in an assignment.

“In developing a real property appraisal, an appraiser must identify the problem to be solved, determine the scope of work necessary to solve the problem and correctly complete research and analyses necessary to produce a credible appraisal.”

Identification of the Problem:

As stated previously, we have been engaged by the Board of County Commissioners, Escambia County, FL, c/o Larry Godwin or Judy Cantrell, Public Works Department, 3363 West Park Place, Pensacola, FL 32505 to develop the “As-Is” market value of the fee simple interest in the property located on Lillian Highway, Pensacola, FL 32506 and identified by the Escambia County Property Appraiser’s Office by Parcel ID #16-2S-31-4002-000-027, 16-2S-31-4002-000-000 & 16-2S-31-5006-000-000. This property is in the southern portion of Escambia County.

Determine the scope of work necessary to solve the problem and correctly complete research and analyses necessary to produce a credible appraisal:

The subject property was observed, photographed and analyzed.

Neighborhood influences were analyzed and considered. Market forces were analyzed including the supply and anticipated supply of comparable properties, sales and listings of comparable properties. Other activities undertaken included examination of commercial real estate values, site development costs, expected levels of developers profit and zoning and land use regulations.

Local and national data sources were reviewed for timely factors, rates, costs and values as they pertained to the subject property as of the date of valuation. This was supplemented with interviews of real estate brokers in the Escambia County market area.

Primary data concerning region, neighborhood and the property was obtained through discussions with city and county government officials, taxing authority, zoning authority, the Escambia County Property Appraiser’s Office and market participants.

Specific market data utilized in this valuation analysis was collected from inner-office files and from the public records of various counties within the Florida panhandle (as compiled by Metro Market Trends, Inc., a real estate database company). A party to each sale was contacted whenever possible to verify and confirm the transaction data contained in the public records.

The nature of the market data collected has been determined based upon a thorough analysis of the subject property and resulting highest and best use analyses. Within the confines of this analysis, we have made an examination of all available and pertinent



LILLIAN HIGHWAY - 40.03 ACRES

market data that could be located within a minimum time frame of at least six months before the effective date of the appraisal. However, this search has been extended substantially in many areas in order to obtain a sufficient quantity of market data.

The extent of reporting the data has been governed by the Uniform Standards of Professional Appraisal Practice. Also, the selection of the data reported is limited to that information which is considered to be relevant to the assignment and to the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein.

The following information has been relied upon and/or considered in the performance of this valuation analysis:

- Aerial and section maps prepared by the Escambia County Property Appraiser's Office and available on their website.
- Zoning of the subject and comparable sales data compiled from Escambia County and the City of Pensacola.
- Personal observation of the subject property

After considering the analyses of the data using the applicable approaches to value, a final opinion of the market value of the fee simple interest will be provided. This report constitutes a summary appraisal analysis.

This Summary appraisal utilizes one approach to value, the Direct Sales Comparison Approach. The Cost and Income Approaches do not apply to the subject property due to the fact that we are valuing vacant land.

The Direct Sales Comparison Approach will utilize the sales of comparable vacant land properties within the subject's market area. Adjustments for differences in financing, size, shape, and other pertinent conditions of sale will be considered. After appropriate adjustment, a value indication for the subject via the Direct Sales Comparison Approach will be derived.



RL REGI FLORIDA, LLC PROPERTY @ 10836 LILLIAN HIGHWAY / PROPOSED ACQUISITION



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 07/15/12 DISTRICT 1

**3 CONTIGUOUS PARCELS OWNED BY RL REGI FLORIDA LLC / APPROXIMATELY 40.03
ACRES / GREEN APPRAISAL: \$910,000 / BRANTLEY APPRAISAL: \$1,235,000**



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2918

County Administrator's Report 13. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/23/2012

Issue: Northern Century Drainage Improvements Reimbursement

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reimbursement to the Town of Century for the 25% Local Match of the Hazard Mitigation Grant Program - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Hazard Mitigation Grant Program:

A. Approve the reallocation of funds, in the amount of \$250,000, from Fiscal Year 2011-2012 Capital Improvement Program from Fairgrounds Road Dirt Road Paving Project - \$210,000 (District 5) and Brickyard Road Dirt Road Paving Project - \$40,000 (District 5), to the Town of Century Project (District 5); and

B. Approve reimbursement to the Town of Century for the 25% local match of the Hazard Mitigation Grant Program (HMGP) for \$250,000, with the remainder of the project costs, \$24,334, to be made up through in-kind services, such as materials and labor, for a total project cost of \$274,334. As stated in the letter dated September 7, 2011, from the County Engineer, this program is to alleviate a flooding problem along U.S. Highway 29 at the north end of the Town of Century. This highway serves as an emergency evacuation route that could impact all of the citizens of Escambia County.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301]

BACKGROUND:

The Town of Century is requesting reimbursement for the 25% local match of the Hazard Mitigation Grant Program (HMGP) for \$250,000, with the remainder of the project costs, \$24,334, to be made up through in-kind services, such as materials and labor, for a total project cost of \$274,334. As stated in the letter dated September 7, 2011 from the County Engineer, this program is to alleviate a flooding problem along US Highway 29 at the north end of the Town of Century. This highway serves as an emergency evacuation route that could impact all of the citizens of Escambia County.

BUDGETARY IMPACT:

No budgetary impact occurs. Funding is currently available in Fund 352 "LOST III", Account 210107, Object Code 56301.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Scheduling and prioritization of Capital Improvement Projects is at the discretion of the Board.

IMPLEMENTATION/COORDINATION:

Upon Board approval, a budget amendment will be transmitted to the Office of Management and Budget for processing.

Attachments

Town of Century letter dated 9 7 11



Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E.
Director, County Engineer
Public Works Department

September 7, 2011

Honorable Freddie W. McCall
Mayor
Town of Century
P.O. Box 790
Century, FL 32535

RE: Northern Century Drainage Improvements

Dear Mayor McCall:

Pursuant to our meeting of May 18, 2009, it is our understanding that the Town is seeking a Hazard Mitigation Grant Program (HMGP) to alleviate a flooding problem along US Highway 29 at the north end of the Town of Century. The Town is seeking a \$1.5 Million grant for this project and is required to provide a local match on the order of 25% or \$375,000.00. As this serves as an emergency evacuation route and impacts all of the citizens of Escambia County, I will recommend the BCC provide the necessary match on the Town's behalf either through in kind services, financial assistance, or some combination of the two.

If you have any questions, or if I can be of further assistance, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Blackmon", is written over a horizontal line.

Joy D. Blackmon, P.E.
Director, County Engineer
Public Works Department

cc: Mr. Dale E. Long, P.E., Fabre Engineering and Surveying



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3018

County Administrator's Report 13. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/23/2012

Issue: 2011 State Homeland Security Grant Program, CFA 97.067, Subrecipient Agreement

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the 2011 State Homeland Security Grant Program, CFA 97.067, Subrecipient Agreement for Expenditure of Local Government Unit Funding for Florida - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the 2011 State Homeland Security Grant Program, CFA 97.067, Subrecipient Agreement for Expenditure of Local Government Unit Funding for Florida:

A. Approve the Agreement providing Escambia County Fire Rescue funding, in the amount of \$37,471, through Grant Number 12-DS-20-13-00-16-501, for sustainment of training for Urban Search and Rescue (USAR) & Hazmat - \$15,248 and Equipment Capability Retention of USAR and HazMat Equipment - \$22,223; and

B. Authorize the Chairman to sign the Agreement.

BACKGROUND:

The State of Florida Department of Financial Services receives grant funding from the Department of Homeland Security each year for the sustainment of the State's Hazardous Materials Teams, Urban Search and Rescue (USAR) Teams, and Light Technical Rescue Teams (LTRT). The State issues to counties, as sub-recipients, funds to be used for training and sustainment of those teams. Escambia County Fire Rescue has both a Hazardous Materials Response Team and an LTRT. The grant funds will be used to support the sustainment of the teams' equipment and training.

BUDGETARY IMPACT:

This cost-reimbursement Agreement will provide a grant totalling \$37,471 to be expended for Equipment Capability Retention of USAR and HazMat Equipment (\$22,223) and Sustainment of Training for USAR & Hazmat (\$15,248).

LEGAL CONSIDERATIONS/SIGN-OFF:

This Agreement has been reviewed by Assistant County Attorney Kristin Hual and approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board requires its approval of Agreements.

IMPLEMENTATION/COORDINATION:

Upon final approval by the Board and the State, Escambia County Fire Rescue will coordinate with OMB and Finance to establish the appropriate Cost Center.

Attachments

SHSGP2011

**2011 STATE HOMELAND SECURITY GRANT PROGRAM, CFA 97.067,
SUBRECIPIENT AGREEMENT FOR EXPENDITURE OF LOCAL
GOVERNMENT UNIT FUNDING FOR FLORIDA**

THIS AGREEMENT ("Agreement") is entered into by and between the State of Florida, Department of Financial Services, 200 East Gaines Street, Tallahassee, Florida 32399-0300 (hereinafter referred to as "Department") and Escambia County, a unit of local government (hereinafter referred to as "Subrecipient"), effective as of the date last signed below.

WITNESSETH THAT:

WHEREAS, Department is a subgrantee of the Homeland Security Grant through the Division of Emergency Management (hereinafter "State Administrative Agency" or "SAA");

WHEREAS, Department has the authority to further pass these funds through to Subrecipient;

WHEREAS, Subrecipient is fully qualified and eligible to receive these grant funds to provide the services identified herein, and

WHEREAS, Department has authority to disburse the funds under this Agreement.

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

(1) Federally-Funded Subgrant Agreement. The funds for this Agreement are provided through a Subgrant Agreement between Department and SAA; Grant Number: 12-DS-20-13-00-16-501. The Subgrant Agreement and all referenced documents and forms can be accessed through Department's website at http://www.fldfs.com/sfm/sfm_domestic_security.htm (hereinafter referred to as the "SFM website"). Subrecipient agrees to be bound by all of the provisions of the Subgrant Agreement referenced in this paragraph. Attachment A, including all of its subparts, is incorporated herein by reference.

(2) Services and Deliverables. Subrecipient agrees to render the following services or other units of deliverables as directed by Department:

- (a) Performance in accordance with "Scope of Work" found at Attachment A; and
- (b) Readiness and response to activation orders for deployment by the State Emergency Operations Center, State Fire Marshal or Regional Domestic Security Task Force;
- (c) Purchase equipment specifically identified and approved by the Florida Domestic Security & Logistics Equipment Sub-Committee, the State working Group, and identified in projects listed in Attachment A. Exceptions to the approved equipment list must be approved in writing by the Equipment Committee and Department Grant Manager, listed below in Attachment

A1, Section IV. prior to purchase. Equipment having a value of \$1,000 or more must have an asset identification number provided by Subrecipient indicating the equipment was purchased with State Homeland Security Grant Program (SHSGP) funds;

(d) Maintain equipment purchased. Only equipment purchased with DHS grants funds may be sustained with these grant funds, as appropriate;

(e) Assure all training conforms to current FEMA/DHS training guidelines.

(f) In the event the Subrecipient requests the Department to make a purchase(s) related to this Agreement on their behalf, a Memorandum of Understanding (MOU) shall be executed between the Department and the Subrecipient, requesting the Department to make such purchases on behalf of the local agency. If approved, the Department will make the purchase and submit the requisite documentation for reimbursement from the Subrecipient's allocated funds. Nothing herein shall require the Department to make the purchase on behalf of the local Subrecipient.

(3) Delivery Schedule. The services or other units of deliverables specified in paragraph (2) above shall be delivered or otherwise rendered on behalf of Department in accordance with the following schedule:

(a) Readiness shall be on a continuous basis;

(b) Upon notification by the State Emergency Operations Center, State Fire Marshal, or Regional Domestic Security Task Force, Subrecipient shall respond to any and all incidents either within its regional response area, or as designated within the State Emergency Response Plan, with all eligible equipment, and any and all other resources which it possesses, for so long as this Agreement remains in effect, or as may be agreed upon under the Florida Domestic Security Strategy Plan. It is understood by both parties that local emergencies and equipment operability will dictate the availability of Subrecipient to respond;

(c) For Type II/WMD Hazardous Materials Teams, compliance with requirements of a Type II/Weapons of Mass Destruction Capable Hazardous Materials Resource, as defined by the Florida Domestic Security Strategy Plan, the Florida Association of Hazardous Materials Responders (FLAHR) typing document, and the Standard Operations Guide (SOG) shall be on a continuous basis;

(d) For USAR Task Forces, in compliance with requirements of a Type I, II or III USAR Task Force as defined by the Florida Domestic Security Strategy Plan, the Florida Association of Search and Rescue (FASAR) typing document, and the Standard Operations Guide (SOG) shall be on a continuous basis;

(e) For MARC Units, compliance with requirements for deployment shall be according to the State Emergency Response Plan. MARC unit Subrecipient must complete an annual inventory on the appropriate forms as part of this Agreement;

(f) Subrecipient shall comply with the Florida Fire Chiefs Association Code of Ethics at all times.

(g) All documents referenced above can be found on the SFM website.

(4) Funding/Consideration.

(a) This is a cost-reimbursement Agreement. Subrecipient shall be reimbursed for costs incurred during the performance period in the satisfactory performance of work hereunder in an amount not to exceed the amount set forth in Attachment A and subparagraph (b) of this

paragraph, subject to the availability of funds. If the necessary funds are not available to fund this Agreement as a result of action by Congress, the State Legislature, the Office of the Chief Financial Officer, the State Office of Planning and Budgeting, or the Federal Office of Management and Budgeting, all obligations on the part of Department to make any further payment of funds hereunder shall terminate, and Subrecipient shall submit its closeout report within thirty (30) days of receipt of notice from Department.

(b) Subject to the terms and conditions established by this Agreement and the billing procedures established by Department, the Department agrees to reimburse Subrecipient a maximum of the amount set forth in Attachment A for services rendered and items purchased in accordance with Attachment A. If additional money becomes available through the grant process, this amount may be increased or decreased, by modification as set forth in paragraph (6) below.

(c) Every request for reimbursement shall be submitted on a Reimbursement Request Form and a Detail of Claims Form, and any other associated forms to the type of claim; forms available on the SFM website. The forms must be accompanied by the documentation referenced in Attachment A6. The forms and the accompanying documentation shall be submitted within thirty (30) days following Subrecipient's expenditure of funds. In no event shall the forms and accompanying documentation be received by Department later than February 28, 2014.

(d) All equipment purchases, if any, must be in accordance with the equipment list in Attachment A, unless specifically approved in writing by the Domestic Security Equipment Committee and the Department Grant Manager, prior to purchase. Documentation of the approval must be submitted along with the request for reimbursement.

(e) If no request for reimbursement is submitted for two consecutive quarters after execution of this Agreement, Department reserves the right to reallocate the balance of unexpended funds to another local or state entity by modification of this Agreement in accordance with paragraph (6) below, and in accordance with grant rules.

(f) Taxes. Department is exempted from payment of Florida state sales and use taxes and Federal Excise Tax. Unless personally or corporately exempt by law, Subrecipient shall not be exempted from paying Florida state sales and use taxes to the appropriate governmental agencies or for payment by Subrecipient to suppliers for taxes on materials used to fulfill its obligations with Department. Subrecipient shall not use Department's exemption number in securing such materials. Subrecipient shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

(g) Travel. Any expense incurred by Subrecipient for travel must be authorized by Department in advance. Travel expenses will be submitted and reimbursed to Subrecipient at a rate not to exceed that which is payable to state employees for travel and per diem as prescribed by Section 112.061, Florida Statutes. All other expenses, including expenses for the gathering and presentation of exhibits, must be authorized by Department in advance.

(h) Payment Processing. All charges for services rendered or for reimbursement of expenses authorized by Department in accordance with this Agreement shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. All payments for professional services and authorized expenses, including travel expenses, will be paid to the Subrecipient only upon the timely and satisfactory completion of services and other units of deliverable such as reports, findings and drafts, which are required by this Agreement and upon the written acceptance of said services and units of deliverables such as reports, findings and drafts by

Department's designated grant manager. Interim payments may be made by Department at its discretion, under extenuating circumstances, if the completion of services and other units of deliverables to date, has first been accepted in writing by Department's grant manager.

(i) State Legislature Appropriation. If the necessary funds are not available to fund this Agreement as a result of action by the State Legislature, all obligations on the part of Department to make any further payment of funds hereunder shall terminate, and Subrecipient shall submit its closeout report within thirty (30) days of receipt of notice from Department.

(5) Funding Period. This Agreement begins on the date of the last signature below and ends March 30, 2014. In the event the ending date is extended by the SSA, the ending date of this Agreement will be extended automatically upon written notice to the Subrecipient by the Department and become the new ending date of this Agreement without further amendment.

(6) Agreement Modification. Either party may request modification of the provisions of this Agreement. Except as provided in paragraph (5) above, changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

(7) Subagreements. If Subrecipient subcontracts any or all of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to Department for review and approval prior to execution of the subcontract by Subrecipient. Subrecipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold Subrecipient, Department, and SAA harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. Each subcontractor's progress in performing its work under this Agreement shall be documented in a quarterly report submitted by Subrecipient.

For each subcontract, Subrecipient shall provide a written statement to Department as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes.

(8) Recordkeeping

(a) As applicable, Subrecipient's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, Subrecipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants to be paid from funds provided under this Agreement, for a period of five years from the date the audit report is

issued, and shall allow Department or its designee, Chief Financial Officer, Auditor General, and DHS IG Auditors access to such records upon request. The Subrecipient shall ensure that audit working papers are made available to Department's designee, Chief Financial Officer, Auditor General, and DHS IG Auditors, upon request, for a period of five years from the date the audit report is issued, unless extended in writing by Department with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for five years after final disposition.

3. Records relating to real property acquisition shall be retained for five years after the closing on the transfer of title.

(c) Subrecipient shall maintain all records for Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including supporting documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachments A, A1 and A2 - and all other applicable laws and regulations.

(d) Subrecipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to Department, its employees, and agents. The term "reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. The term "agents" shall include, but not be limited to, auditors retained by Department.

(9) Audit Requirements.

(a) Subrecipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by Department. The term "reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) Subrecipient shall also provide Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If Subrecipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that Subrecipient expends \$500,000 or more in Federal awards in its fiscal year, Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Attachment A to this Agreement indicates federal resources awarded through Department by this Agreement. In determining the federal awards expended in its fiscal year, Subrecipient shall consider all sources of federal awards. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of Subrecipient conducted by the Auditor General in accordance with the provisions of

OMB Circular A-133, as revised, will meet the requirements of this paragraph. In connection with the audit requirements addressed in subparagraph (d) above, Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised. If Subrecipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that Subrecipient expends less than \$500,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Subrecipient resources obtained from other than federal entities).

(e) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Subrecipient directly to Department's grant manager listed below, and each of the following:

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at

<http://harvester.census.gov/fac/collect/ddeindex.html>

and other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, Subrecipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to Department's grant manager listed below.

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) Any reports, management letter, or other information required to be submitted to Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Subrecipient, when submitting financial reporting packages to Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental

entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to Subrecipient in correspondence accompanying the reporting package.

(i) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, Subrecipient shall be held liable for reimbursement to Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after Department or the SAA has notified Subrecipient of such non-compliance.

(j) Subrecipient shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to Department no later than nine (9) months from the end of Subrecipient's fiscal year.

(10) Reports.

(a) Reports shall be in accordance with Attachment A1, part III. The subrecipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the subrecipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If additional reporting is required, Department will notify Subrecipient electronically at least thirty (30) days prior to the time the reporting is required.

(e) Reports and documentation related to all exercises and evaluations, (if an allowable expense) including any USAR MOBEX drills, must be provided to Department within thirty (30) days of completion of the exercise.

(f) If all required reports and copies, prescribed above, are not sent to Department or are not completed in a manner acceptable to Department, Department may withhold further payments until they are completed or may take such other action as set forth in paragraph (14), "Remedies." The phrase, "acceptable to Department" means that the work product was completed in accordance with Attachment A, and its subparts.

(g) Subrecipient shall provide such additional program updates, reports and information as may be required by Department.

(11) Monitoring. Monitoring shall be in accordance with Attachment A1, subpart III.E., and in addition, Subrecipient shall monitor its performance under this Agreement, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this Agreement, to ensure that time schedules are met, Attachment A1 is complied with,

and other performance goals stated in this Agreement are achieved. Such review shall be made for each function or activity set forth in Attachment A1, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, Florida Statutes, (see paragraph (9) Audit Requirements, above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, Subrecipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by Department. In the event that Department determines that a limited scope audit of Subrecipient is appropriate, Subrecipient agrees to comply with any additional instructions provided by Department to Subrecipient regarding such audit. Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer or Auditor General. In addition, Department will monitor the performance of, and financial management by, Subrecipient throughout the Agreement term to ensure timely completion of all tasks.

(12) Liability.

(a) Unless Subrecipient is a State agency or subdivision, as defined in Section 768.28, Florida Statutes, Subrecipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement, and shall hold Department and SAA harmless against all claims of whatever nature by third parties arising out of the performance of work under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of Department or the SAA, but is an independent Subrecipient.

(b) If Subrecipient is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, Subrecipient agrees to be fully responsible to the extent provided by Section 768.28, Florida Statutes, for its negligent acts or omissions or tortuous acts which result in claims or suits against Department or SAA, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by Department or any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or Agreement.

(13) Default. If any of the following events occur ("Events of Default"), all obligations on the part of Department to make any further payment of funds hereunder shall, if Department so elects, terminate and Department may, at its option, exercise any of its remedies set forth in paragraph fourteen (14), but Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by Subrecipient in this Agreement or any previous Agreement with Department shall at any time be false or misleading in any respect, or if Subrecipient shall fail to keep, observe or perform any of the obligations, terms or covenants contained in this Agreement or any previous agreement with Department and has not cured such in timely fashion, or is unable or unwilling to meet its obligations there under;

(b) If any material adverse change shall occur in the financial condition of Subrecipient at any time during the term of this Agreement, and Subrecipient fails to cure said

material adverse change within 30 days from the time the date written notice is sent by Department;

(c) If any reports required by this Agreement have not been submitted to Department or have been submitted with incorrect, incomplete or insufficient information, or

(d) If Subrecipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(14) Remedies. Upon the happening of an Event of Default, then Department may, at its option, upon thirty (30) calendar day's prior written notice to Subrecipient and upon the Subrecipient's failure to cure within said thirty (30) day period, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that Subrecipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (16) herein;

(b) Commence an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Exercise any corrective or remedial actions, to include but not be limited to:

1. Requesting additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;

2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;

3. Advising Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question;

4. Requiring Subrecipient to reimburse Department for the amount of costs incurred for any items determined to be ineligible;

(e) Require that Subrecipient return to Department any funds which were used for ineligible purposes under the program laws, rules and regulations governing the use of funds under this program;

(f) Require that Subrecipient return to Department any property or equipment purchased with grant funds, or received after having been purchased with grants funds, that has not been properly disposed of in accordance with Subrecipient's property disposal policy, and

(g) Exercise any other rights or remedies which may be otherwise available under law.

(h) The pursuit of any one of the above remedies shall not preclude Department from pursuing any other remedies contained herein or otherwise provided at law or in equity. No waiver by Department of any right or remedy granted hereunder or failure to insist on strict performance by Subrecipient shall affect or extend or act as a waiver of any other right or remedy of Department hereunder, or affect the subsequent exercise of the same right or remedy by Department for any further or subsequent default by Subrecipient.

(15) Termination.

(a) Department may terminate this Agreement for cause upon thirty (30) days written notice. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner, and refusal by Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

(b) Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds, by providing Subrecipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, Subrecipient will not incur new obligations for the terminated portion of the Agreement after Subrecipient has received the notification of termination. Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after the date of receipt of notice of the termination will be disallowed. Notwithstanding the above, Subrecipient shall not be relieved of liability to Department by virtue of any breach of Agreement by Subrecipient. Department may, to the extent authorized by law, withhold any payments to Subrecipient for purpose of set-off until such time as the exact amount of damages due Department from Subrecipient is determined.

(16) Notice and Grant Administration.

(a) Department's grant manager is John P. Kohnke, located at 325 John Knox Road, Atrium Bldg., Tallahassee, Florida 32303.

(b) Subrecipient's grant manager is listed on the signature page of this agreement.

(c) All written and verbal approvals referenced in this Agreement must be obtained from the parties' grant managers or designees. Notices required to be in writing must be delivered or sent to the intended recipient by hand delivery, certified mail or receipted courier, electronic or facsimile transmission, and shall be deemed received on the date received or the date of the certification of receipt.

(d) In the event that different grant managers are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be tendered as provided in subparagraph (c) above.

(17) Complete Agreement. This Agreement and its Attachments incorporated herein by reference, contain all the terms and conditions agreed upon by the parties.

(18) Attachments are as follows:

(a) Attachment A Proposed Program Budget and Budget Detail Worksheet, and its subparts, consisting of:

- A - Proposed Program Budget and Equipment List
- A1 - Scope of Work;
- A2 - Program Statutes and Regulations;
- A3 - Warranties and Representations;

A4 – Certification Regarding Debarment, Suspension, Ineligibility;
A5 – Statement of Assurances, and
A6 - Reimbursement Checklist.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(19) Repayments. All refunds or repayments to be made to Department under this Agreement are to be made payable to the order of “Department of Financial Services,” and mailed directly to Department at the following address:

Department of Financial Services
Accounts Receivable
200 Gaines Street
Tallahassee, Florida 32399-0333

In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to Department for collection, Subrecipient shall pay to Department an additional service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the returned check or draft, whichever is greater.

(20) Property and Equipment Purchased with Grant Funds. Property and equipment purchased with grant funds, or received after being purchased with grant funds, must be identified as such on the property and equipment so that such property and equipment can be identified for monitoring and site visit purposes. When the property and equipment no longer has a useful life, it shall be disposed of through Subrecipient’s property disposal policy, and documentation provided to the Department. If for any reason, including dissolution, Subrecipient elects to discontinue its participation in this Agreement, all property and equipment purchased with grant funds, or received after being purchased with grant funds, not previously disposed of in accordance with Subrecipient’s property disposal policy, must be returned to Department.

(21) Standard Conditions.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by Subrecipient in this Agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of Department and with thirty (30) days written notice to Subrecipient, cause the termination of this Agreement and the release of Department from all its obligations to Subrecipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in the Circuit Court of Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise

unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

(d) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original. Facsimile and electronic signatures may be taken as originals.

(e) Subrecipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 *et seq.*), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) With respect to any Subrecipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, by signing this Agreement, Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. Have not, within a five-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under 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;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in subparagraph (g)2., of this certification, and
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where Subrecipient is unable to certify to any of the statements in this certification, such Subrecipient shall attach an explanation to this Agreement. In addition, Subrecipient shall submit to Department (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (within Attachment A) for each prospective subcontractor which Subrecipient intends to fund under this Agreement. Such form must be received by Department prior to Subrecipient entering into a contract with any prospective subcontractor.

(h) Department reserves the right to unilaterally cancel this Agreement for refusal by Subrecipient 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 Subrecipient in conjunction with this Agreement.

(i) Employment Eligibility Verification

Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to Department, within thirty days of the effective date of this contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within ninety days of the effective date of this contract or within ninety days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.

Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Agency or other authorized state entity consistent with the terms of the Memorandum of Understanding.

Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the Department may treat a failure to comply as a material breach of the contract. In the event legislation authorizes an alternative option as proof of legal status, the Contractor may use the process authorized by such legislation upon its passage.

(j) Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All such meetings shall be publicly noticed, open to the public, and the minutes of all such meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

(k) Unless inconsistent with the public interest or unreasonable in cost, all unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a.

(l) Both Subrecipient and Department shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment A, including its subparts.

(m) Subrecipient shall assure compliance itself and by its subcontractors or subrecipients, with CFO Memorandum No. 4 (2005-06), effective June 30, 2006; including but not limited to the following provisions:

1. Those subject to this Agreement may charge only allowable costs resulting from obligations incurred during the term of the Agreement.
2. Any balances of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.
3. Agreements with vendors must be procured in a manner that ensures a fair and reasonable price to the State and in compliance with applicable rules and regulations, including, but not limited to Sections 287.057 and 216.3475, Florida Statutes.

A copy of the Memorandum can be accessed on the SFM website.

(22) Lobbying Prohibition.

(a) No funds or other resources received from Department in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the federal government, the Florida Legislature, or any state agency.

(b) The Subrecipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No federal or state appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence a federal, state, or local official, or employee thereof, in connection with the awarding of any federal contract, the making of any Subrecipient grant or contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a federal, state, or local official, or employee thereof, in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(23) Copyright, Patent and Trademark.

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE

PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUBRECIPIENT TO THE STATE OF FLORIDA.

(a) If Subrecipient brings to the performance of this Agreement a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, Subrecipient shall refer the discovery or invention to Department for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, Subrecipient shall notify Department. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by Subrecipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. Department shall then, under paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(24) Assurances. Subrecipient shall comply with all Statements of Assurance incorporated in Attachment A5.

(25) Legal Authorization. Subrecipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. Subrecipient also certifies that the undersigned possesses the authority to legally execute and bind Subrecipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials.

SUBRECIPIENT

DEPARTMENT OF
FINANCIAL SERVICES

Board of County Commissioners
Escambia County, Florida

By _____

Title _____

Signature _____

Wilson B. Robertson, Chairman

Attest: Ernie Lee Magaha
Clerk of the Circuit Court

Date signed _____

Deputy Clerk

BCC Approved: _____

FEID Number 59-6000-598

Subrecipient Grant Manager

Name: John Sims

Address: 6575 North W. Street, Pensacola, FL 32505

Email address: john_sims@co.escambia.fl.us

Telephone Number: 850-475-5530

This document approved as to form
and legal sufficiency.

By: [Signature]

Title: ACH

Date: 7/31/12

**Attachment A
Budget and Scope of Work
Proposed Program Budget**

- ⚡ Below is a general budget which outlines eligible categories and their allocation under this award. The Subrecipient is to utilize the approved FY2011 Domestic Security Project Templates for each respective Issue as the guide for eligible reimbursement.
- ⚡ All equipment approved for purchase in accordance with FY2011 Domestic Security Project Templates must be on the FY 2010 Authorized Equipment List (AEL) and include that reference number on all reimbursement requests. The AEL can be found at <https://www.rkb.us>.
- ⚡ The transfer of funds between the categories listed in the "Proposed Program Budget" is strictly prohibited.
- ⚡ The approved FY2011 Domestic Security Project Templates do not provide for the use of Management and Administration costs by the Subrecipient.

Grant	Recipient Agency	Category	Amount Allocated
State Homeland Security Grant Program – Issue 3 & 9	Escambia County Fire Rescue	Planning	\$0.00
		Equipment Issue 3 – Equipment Capability Retention of USAR and HazMat Equipment	\$ 22,223.00
		Exercise	\$0.00
		Training Issue 9 – Sustainment of Training for USAR & Hazmat	\$15,248.00
Total			\$37,471.00

Budget Detail Worksheet

The following approved FY2010 Domestic Security Project Templates, as assigned for each Issue, provide a completed budget detail worksheet for the Subrecipient, which accounts for the total award.

The Subrecipient may not independently alter or amend the intent of approved FY2010 Domestic Security Project approved line items for funding of the respective Issues without the prior approval the Department through the grant manager . Changes need to be requested after the execution of this Agreement; contact the grant manager listed in this Agreement via email or letter.

Subrecipient: Escambia County Fire Rescue

Issue 3 – Equipment Capability Retention

<i>Hazardous Materials Response Teams</i>
<i>2011 SHSGP Equipment Sustainment List</i>
Escambia County Fire Rescue HM1C

APD 2000 Detector Maintenance contract21GN-00-MAIN	1	315.00	315.00
APD 2000 Detector Warranty (parts, labor, & return) 21GN-00-MAIN	1	850.00	850.00
Calibration gases07CD-01-DPMG	2	200.00	400.00
Calibration gases07CD-01-DPMG	2	225.00	450.00
Colormetric Tube, CD Set I07CD-01-KCTC	2	210.00	420.00
Colormetric Tube, CD Set V 07CD-01-KCTC	2	210.00	420.00
Haz Cat/Various Reagents07CD-01-KLSV	1	200.00	200.00
Isobutylene 100PPM Cal Gas07CD-01-DPMG	1	119.00	119.00
Isobutylene 100PPM07CD-01-FTIR	1	119.00	119.00
Level "A" Suit Front Entry 01VT-01-ENSM	3	820.00	2,460.00
Methane 100PPM 07CD-01-FTIR	1	119.00	119.00
MSA Sirrus sensors07CD-01-DPMG	2	370.00	740.00
PID sensor 07CD-01-DPPI	1	1,448.00	1,448.00
Sapphire XL Expanded Service Warranty 21GN-00-MAIN	1	400.00	400.00
Sapphire XL Expedited Repair Service21GN-00-MAIN	1	560.00	560.00
Technical Grade Hydrogen Gas07CD-01-DPFI	1	300.00	300.00
TVA1000B Expanded Service Warranty 21GN-00-MAIN	1	400.00	400.00
TVA1000B Expedited Repair Service21GN-00-MAIN	1	560.00	560.00
Weather Station Maintenance/ Calibration 21GN-00-MAIN	1	953.00	953.00

Wireless handheld gas monitor lithium ion batteries 07CD-01-DPMG	2	170.00	340.00
Wireless handheld gas monitor warranty 07CD-01-DPMG	1	650.00	650.00
Wireless Monitoring Warranty 21GN-00-MAIN	1	10,000.00	10,000.00
Equipment Total			\$22,223.00

Issue 9 – Sustainment of Training for USAR, HazMat & Incident Management Teams

<i>Hazardous Materials Response Teams</i>
<i>2011 SHSGP Training Sustainment List</i>
Escambia County Fire Rescue HM1C

WMD-HT PER-261 OT/BF	5	1,000.00	5,000.00
WMD Rad/Nuc Tech PER-241 OT/BF	5	1,000.00	5,000.00
ACBIRC PER-226 OT/BF	4	1,062.00	4,248.00
IRTB PER-230 OT/BF	1	1,000.00	1,000.00
Training Total			\$15,248.00

ATTACHMENT A1

Scope of Work

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security – Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2009 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

I. Categories and Other Eligible Activities

A. Equipment Acquisition

FY 2011 SHSP funds may be used for equipment acquisition in accordance with the approved funding identified in the FY2011 Domestic Security Project Templates, as assigned for each equipment category Issues, from the 21 equipment categories listed in the FY 2011 Grants & Training (G&T) Authorized Equipment List (AEL). The FY 2011 AEL is available in its entirety online through the Responders Knowledge Base (RKB) at <https://www.rkb.us>. The equipment Issues are outlined below.

Specific Issues as described below are included in this Category

Issue 3 – USAR and HazMat Sustainment - This project funds the retention (upgrade or replacement) of the identified equipment caches for each of the thirty Type II WMD Regional Hazardous Materials Response Teams and the seven State Urban Search & Rescue Task Forces in accordance with the 2011 Florida Domestic Security Strategic Plan and the appropriate Urban Search and Rescue Type I, II, & III RDSTF Standard Operations Guides or the Hazardous Materials Response Team Operational Readiness Standard Operations Guide. These funds provide the capability to upgrade, or replace equipment cache items that were purchased with Federal Grant funds, and require such, or have reached the end of their operational service life.

B. Training

Funds may be used to enhance the capabilities of State and local preparedness and response personnel through development of a State homeland security training program. Allowable training-related costs include: **Funds used to develop, deliver, and evaluate training**, including costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment.

Specific Issues as described below are included in this Category

Issue 09 – Sustainment of Training for USAR, HazMat Teams

Authorized training includes the following:

- **Overtime and Backfill** costs, as defined in this guidance, associated with attending or teaching FEMA-sponsored and/or approved training courses and programs are allowed. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is

dual compensation allowable. That is, an employee of a unit of government may not receive compensation from both their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Further, overtime costs associated with employees who participate in training in a teaching role for which they are compensated are not allowed. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation. Straight time IS NOT eligible for reimbursement with DHS SHS funds.

- **Travel** costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to Department approved training.
- **Certification/Recertification of Instructors** is an allowable cost. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers.

Allowable training topics include CBRNE terrorism, and NIMS related training.

C. **Unauthorized Expenditure**

- Activities unrelated to the completion and implementation of the SHSGP
- Other items not in accordance with the Authorized Equipment List or previously listed as allowable costs
- Funding may not be used to supplant ongoing, routine public safety activities of state and local emergency responders, and may not be used to hire staff for operational activities or backfill

Note: All FY 2010 Homeland Security Grant Program Grant Guidance can be found at http://www.ojp.usdoj.gov/odp/grants_hsgp.htm

- II. **Documentation Required for Department to Make Expenditures on Behalf of the Subrecipient**
The Department may retain some or all of the Subrecipient's allocation of grant funds for expenditures made by the Department on behalf of the Subrecipient *only if requested in writing by the Subrecipient*. In the event the Subrecipient requests the Department to make purchase(s) related to this Agreement on its behalf, a request in writing on local entity letterhead shall be submitted to the Department. If approved, the Department will make the purchase and submit the requisite documentation for reimbursement from the Subrecipient' allocated funds. Nothing herein shall require the Department to make the purchase on behalf of the local Subrecipient.

III. **Reporting Requirements**

A. **Benchmarks**

- All funds shall be obligated within the first 6 months of the date of execution of the Agreement by both parties, no later than May 31, 2013.
- No less than 50% of the funds shall be spent within the first 12 months from the date of execution of the Agreement, no later than November 30, 2013.
- 100% of the funds shall be spent within 18 months from the execution of the Agreement, no later than February 28, 2014.

- Any unobligated funds will be de-obligated at the end of this period and are subject to reallocation to other prioritized projects.
- Extensions to the period of performance will be considered only through formal requests to the Department with specific and compelling justifications why an extension is required. All requests for extensions are subject to review and will not automatically be granted.

B. Quarterly Programmatic Reporting:

The Quarterly Programmatic Report is due within 30 calendar days after the end of the reporting periods (March 31, June 30, September 30 and December 31) for the life of this Agreement. If a report(s) is delinquent, future financial reimbursements will be withheld until the Subrecipient's reporting is current.

Programmatic Reporting Schedule

Reporting Period	Report due to DEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

C. Reimbursement Requests:

A request for reimbursement may be sent to the grant manager for review and approval at anytime during the Agreement period. The Subrecipient should include the category's corresponding line item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". An Issue number is to be included for every dollar amount listed in the "Detail of Claims" form.

D. Close-out Programmatic Reporting:

The Close-out Report is due to the Department no later than 30 calendar days after the Agreement is either completed or the Agreement has expired.

Monitoring:

**Florida Department of Financial Services
US Department of Homeland Security Grants Program
Grant Monitoring Process**

Florida has enhanced the state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. As the steward of the State Homeland Security Grant Program funds, projects and equipment the Department of Financial Services has a responsibility to track and monitor the status of the grant activity and items purchased.

The monitoring process detailed in this document is designed to assess a Subrecipient's compliance with applicable state and federal guidelines. The Department is responsible for monitoring the programmatic and capability portion of the grant to include equipment procurement and compliance with applicable SHSGP grant guidance.

Monitoring is accomplished utilizing various methods including desk monitoring and site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic/capability. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and Agreement. Capability review is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is defined as the review of projects, financial activity and technical assistance between the Department and the Subrecipient via e-mail and telephone. Site visits are defined as actual visits to the Subrecipient's location by a team or members of the Department or its designee, to actually observe records, procedures and equipment.

Frequency of annual monitoring activity:

Each year the Department will identify up to 50% of Subrecipients for site visit monitoring.

Examples of areas that may be examined include:

- Status of equipment purchases
- Status of training for purchased equipment
- Status and number of response trainings conducted to include number trained
- Status and number of exercises
- Status of planning activity
- Anticipated projected completion
- Specific difficulties completing the project.
- Agency NIMS compliance documentation

In certain circumstances, the Subrecipient may be requested to provide additional monitoring/information if the activity, or lack there of, on the part of the specific Subrecipient has generated questions from the region, the SAA or the Department. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Subrecipients will be required to participate in desk top monitoring on an annual basis and as determined by the Department. The Subrecipients will complete and submit the desk top monitoring within 30 calendar days of receipt. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the Department determines that a Subrecipient is having difficulty completing projects.

As difficulties/deficiencies are identified, the respective region or SAA will be notified by the Department via email. Information will include the Subrecipient name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the Department level. Issues that require further TA will be referred to the SAA for assistance. Examples of TA include but are not limited to:

- Equipment selection or available vendors
- Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline.

Site Visits

Site visits will be conducted by the Department or designee. Site visits will be scheduled in advance with the Subrecipient grant manager designated in the grant agreement. Monitoring questionnaires will be provided in advance of the visit

The Department or its designee will also conduct coordinated financial and grant file monitoring. These monitoring visits maybe coordinated with a capability review visit. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

All findings related to a capability review will be documented and maintained within the Department.

Site Visit Protocol

The following outlines the monitoring protocol for the Department:

The site visits will begin with those Subrecipients that are currently spending or have completed spending for a federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a site visit checklist to assist in the completion of all required tasks.

Site Visit Preparation

The Department will notify the Subrecipient's grant manager by mail stating the purpose of the site visit at least 30 calendar days prior to the planned arrival date. Department or designated personnel will contact the Subrecipient within the next 10 calendar days to schedule an appointment to review the Subrecipient's program.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented.

The appointment should be confirmed with the Subrecipient in writing (email is acceptable) and documented.

Personnel designated by the Department attending the site visit will review the Subrecipient's documentation prior to the visit. Site team members' roles will be identified prior to the visit. Copies of applicable documents will be made and distributed to the site visit team at a minimum of five (5) calendar days before the visit. A reminder e-mail should be sent to all team members and the Subrecipient's grant manager one business day in advance of the site visit.

Site Visit

Once designated personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items the Department intends to examine will be identified. If financial monitoring visit will be conducted, the team members will explain their objectives and will proceed to perform the financial review.

Designated personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item should be visually inspected whenever possible. Large items such as computers, response vehicles, etc. should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per Subrecipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment in excess of \$1,000.00 per item

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment. Once the tour/visual/spot inspection of equipment has been completed, the designated personnel will then conduct an exit conference with the Subrecipient to review the findings.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

Post Site Visit

Department personnel will review the site visit worksheet as a team and receive notes from the Financial Review Team, if applicable.

Within 30 calendar days of the site visit, a monitoring report will be generated and sent to the Subrecipient explaining any issues and corrective actions required or recommendations. The Subrecipient will submit a Corrective Action Plan within a timeframe as determined by the Department. The Site Visit Worksheet, report and photographs will then be included in the Subrecipient's file along with any documents distributed at the site visit by the Subrecipient.

IV. Programmatic Point of Contact

Grant and Programmatic Point of Contact

John P. Kohnke,
200 East Gaines Street,
Tallahassee, FL. 32399-0340
(850) 413-3611
John.kohnke@myfloridacfo.com

V. Agreement Responsibilities

The Department shall determine eligibility of projects and approve changes in scope of work.

The Department shall administer the financial processes.

ATTACHMENT A2

Program Statutes and Regulations

- 1) 53 Federal Register 8034
- 2) Federal Acquisition Regulations 31.2 and 031.2
- 3) Section 1352, Title 31, US Code
- 4) OMB Circulars A-21, A-87, A-110, A-122
- 5) Chapter 473, Florida Statutes
- 6) Chapter 215, Florida Statutes
- 7) Section 768.28, Florida Statutes
- 8) Chapter 119, Florida Statutes
- 9) Section 216.181(6), Florida Statutes
- 10) Cash Management Improvement Act Of 1990
- 11) American with Disabilities Act
- 12) Section 112.061, Florida Statutes
- 13) Immigration and Nationality Act
- 14) Section 286.011, Florida Statutes
- 15) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements
28 CFR, Part 66.
- 16) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 17) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 18) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470),
Executive Order 11593
- 19) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 20) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 21) 28 CFR applicable to grants and cooperative agreements
- 22) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 23) 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964,
as amended;
- 24) Section 504 of the Rehabilitation Act of 1973, as amended;
- 25) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 26) Title IX of the Education Amendments of 1972;
- 27) the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 28) 28 CFR Part 42, Subparts C,D,E, and G
- 29) Department of Justice regulations on disability discrimination;
- 30) 28 CFR Part 35 and Part 39.
- 31) Federal Acquisition Regulations 31.2 and 931.2

ATTACHMENT A3

Warranties and Representations

Financial Management

Subrecipient's financial management system shall provide for the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify adequately the source and application of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Subrecipient shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable cost principles and the terms and conditions of this grant.
- (6) Accounting records, including cost accounting records that are supported by source documentation.

Competition.

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Subrecipient, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the Subrecipient. Any and all bids or offers may be rejected when it is in the Subrecipient's interest to do so.

Codes of conduct.

The Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. The

standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

Business Hours

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 AM to 5:00 PM, Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Subrecipient.

ATTACHMENT A4

**Certification Regarding
Debarment, Suspension, Ineligibility And Voluntary Exclusion**

Contractor Covered Transactions

1. The prospective contractor of the Subrecipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The Department shall consider the employment by Contractor of unauthorized aliens to be a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Contract. Contractor must utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:
 - (a) All persons employed during the Contract term by the Contractor to perform employment duties within Florida; and
 - (b) All persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract.
- (3) Where the Subrecipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

By: _____
Signature

Subrecipient's Name

Name and Title

Department Grant Number

Street Address

City, State, Zip

Date

ATTACHMENT A5

Statement of Assurances

The Subrecipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Subrecipient assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
3. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the Department, SAA, Chief Financial Officer or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part

800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (SUBRECIPIENTS OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

ATTACHMENT A6

Reimbursement Check list

Please Note: DFS-SFM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.

Equipment

- 1. Has a Details of Claims form been completed and attached?
- 2. Has a completed Equipment Reimbursement Request form to include AELs been included?
- 3. Have all invoices been included?
- 4. Has proof of vendor payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement)
- 5. Has validation of receipt of goods form been signed and included?
- 6. If service/warranty expenses are listed, are they only for the performance period of the grant?
- 7. If EHP form needed (permanent fixtures or alterations to structures) - has copy of it and approval from State/DHS been included?
- 8. Has the Grant, year and issue been clearly identified?

Training

- 1. Is the course name clearly identified?
- 2. Has a description of the course been provided, if it is not an ICS course?
- 3. Has the DHS G&T course number been clearly indicated? If course is under DHS review provide the DHS tracking number.
- 4. Have sign-in sheets, rosters and agenda been provided?
- 5. If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee?
- 6. Have print outs from entity's financial system been provided as proof attendees were paid?
- 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- 5. Refresher skills training: Has the class/course been entered into the Florida State Fire College FCDICE system to include the roster of students and their grades? Include print out for class.
- 6. Certificate training: Have copies of each students training certificate been included in the claim package?
- 7. Has any expenditures occurred in support of the training (e.g.; printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor,

copy of credit card statement showing expense charged, and payment to credit card company for that statement).

*Note: Only Overtime OR Backfill may be elected to cover the same position for reimbursement purposes. DHS allows reimbursement for base pay and fringe benefits. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.

NOTE: Straight time IS NOT eligible for reimbursement with DHS SHS funds.

Shift personnel who serve as SME instructors for specialized approved training are eligible for overtime/backfill reimbursement of hours spent preparing for and conducting training classes. Personnel who are regularly assigned to the training division ARE NOT eligible for overtime/backfill through DHS SHS funds.

Exercise

- 1. Has documentation been provided on the purpose/objectives of the exercise? Such as, SITMAN/EXPLAN.
- 2. If exercise has been conducted - has after-action report been included? Have sign-in sheets, agenda, rosters been provided?
- 3. If billing for overtime, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling for who?
- 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
(See note in Training above reference to personnel cost, same applies)
- 5. Has any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).
- 6. Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).

Travel/Conferences

- 1. Have all receipts been turned in such as: airplane receipts, proof of mileage, toll receipts, hotel receipts, car rental receipts? Are these receipts itemized? Do the dates of the receipts match the date(s) of travel/conference? Does the hotel receipt have a zero balance? If applicable, have a travel authorization and travel reimbursement form been included to account for per diem, mileage and other travel expenses which have been reimbursed to the traveler by sub grantee?
- 2. If travel is for a conference has the agenda been included?

- 3. Per diem print outs/verification for amount charged in accordance with Section 112.061 F.S.?
- 4. Has proof of payment to traveler been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or copy of payroll check if reimbursed through payroll).

For All Reimbursements - The Final Check

- 1. Have the costs incurred been charged to the appropriate POETE category? Are the line item #s documented?
- 2. Does the total on the summary form match the totals of all forms?
- 3. Have the forms been signed by the Sub-Recipient's Manager or Financial Officer?
- 4. Has the reimbursement package been inputted into the "reimbursement log" spreadsheet?

Quarterly Reports

- 1. Does the amount listed for each issue reflect the cumulative amount claimed for that issue from all previous claims and payments?
- 2. Does the final cumulative amount reflect all payments and adjustments?



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3045

County Administrator's Report 13. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/23/2012

Issue: State-Funded Subgrant Agreement, Contract Number 13-CP-11-01-27-01-XXX

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State-Funded Subgrant Agreement to Update the Hazardous Materials Facility Analysis Data - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the State-Funded Subgrant Agreement, Contract Number 13-CP-11-01-27-01-XXX:

A. Approve the State-Funded Subgrant Agreement between the State of Florida, Division of Emergency Management, and Escambia County, providing performance-based funding to the Escambia County Division of Emergency Management, in the amount of \$11,946, to update the Hazardous Materials Facility Analysis Data, for the period of July 1, 2012, through June 30, 2013; and

B. Authorize the Chairman or Vice-Chairman to execute this Subgrant Agreement and all related documents as required to implement this Subgrant.

[Funding: Fund 110, Other Grants and Projects, Cost Center 330323]

BACKGROUND:

The State of Florida Division of Emergency Management (FDEM) contracts with Escambia County each year to update the local Hazardous Materials Site-Specific Analysis for facilities that use, store, and/or manufacture hazardous materials. Upon approval of this Subgrant Agreement, the Escambia County Division of Emergency Management will be reimbursed \$11,946 for expenses incurred to update this data during the period of July 1, 2012, through June 30, 2013.

BUDGETARY IMPACT:

State funds are being provided in the amount of \$11,946 with no local match requirement, Administrative expenses are not authorized. Funds for this grant will be identified in Fund 110, Other Grants and Projects, Cost Center 330323.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has certified that this Subgrant Agreement is approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' policies require grant contracts be approved by it.

IMPLEMENTATION/COORDINATION:

Coordination of this Subgrant will be between FDEM and Escambia County Division of Emergency Management, along with site inspections coordinated with local hazardous materials facilities.

Attachments

HAZMAT Contract #13-CP-11-01-27-01-XXX

Contract Number: 13-CP-11-01-27-01-XXX

CSFA 31.067

STATE-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Escambia County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Scope of Work - Schedule of Deliverables - Schedule of Payments (Attachment A) of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment A.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties or, July 1, 2012, whichever is later, and shall end June 30, 2013, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work - Schedule of Deliverables - Schedule of Payments (Attachment A) and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a non-state entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

If the Recipient expends a total amount of State financial assistance equal to or more than \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(e), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website:

<https://apps.fldfs.com/fsaa/singleauditact.aspx>.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.
2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

The Division of Emergency Management at the following addresses:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Division of Emergency Management pursuant to this Agreement shall be submitted on time as required under OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Division of Emergency Management for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(f) If the audit shows that all or any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Division no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) If all required deliverables are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Scope of Work - Schedule of Deliverables - Schedule of Payments.

(b) The Recipient shall provide additional program updates or information that may be required by the Division.

The Division may impose a penalty equal to one-percent (1%) of the total grant amount, for each occurrence, if any of the deliverables in the Scope of Work - Schedule of Deliverables - Schedule of Payments (Attachment A) are not submitted in a timely manner. The Recipient may request an extension to any deliverable deadline due to extenuating circumstances. The Division

at its discretion may extend any deliverable deadline upon receipt of a written request from the Recipient.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited Scope of Work audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in

this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name, address, telephone number, fax number and email address of the Division contract manager for this Agreement is:

Mr. Timothy Date
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 410-1272
Fax: (850) 488-1739
Email: tim.date@em.myflorida.com

(c) The name, address, telephone number, fax number and email address of the Representative of the Recipient responsible for the administration of this Agreement is:

John Dosh, Manager
Division of Emergency Management
Escambia County BCC
6575 North "W" Street
Pensacola, Florida 32399
850-471-6409 phone
850-471-6455 fax
John.Dosh@co.escambia.fl.us

(d) In the event that different representatives are designated by either party after execution of this Agreement, notice of the name, address, telephone number, fax number and email address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.
(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Scope of Work - Schedule of Deliverables - Schedule of Payments

Attachment B – County Facilities Listing

Attachment C – Financial Invoice Form

Attachment D – Hazards Analysis Checklist and CAMEO Guide

Attachment E – Hazards Analysis Site Visit Certification Form

Attachment F – Warranties and Representations

Attachment G – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment H – Statement of Determination

(17) FUNDING/CONSIDERATION

(a) This is a fixed fee agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$11,946.00 subject to the availability of funds.

(b) The sole intent of this Agreement is to provide financial assistance to the Recipient to support the conduct of site-specific hazards analyses and hazardous materials emergency management activities. It is therefore required that all expenditures paid from this fund be directly related to hazardous materials preparedness, response, recovery or mitigation activities. Contract funds are not required to be expended within the contract period; however, all work must be performed during the contract period. Any payments received after termination of the Agreement shall be considered payments for work performed pursuant to the Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management" and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision

of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under 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;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall 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 provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

(p) The Agreement may be charged only with allowable costs resulting from obligations incurred during the term of the Agreement.

(q) Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this

Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

**Board of County Commissioners
Escambia County, Florida**

By: _____

Name and title: Wilson B. Robertson, Chairman

Date: _____

FID# 59-6000598

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANGEMENT**

Date BCC Executed: _____

Date BCC Approved: _____

By: _____

Name and Title: Bryan W. Koon, Director

Date: _____

This document approved as to form
and legal sufficiency.

By: [Signature]

Title: HCH

Date: 7/31/12

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Division of Emergency Management, Florida Hazardous Materials Planning and Prevention Program, Catalog of State Financial Assistance Number 31.067 in the amount of \$11,946.00.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. Emergency Planning and Community Right-to-Know Act (EPCRA), Title III of the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. s. 11001, et seq. (SARA).
2. Florida Emergency Planning and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes

Attachment A

SCOPE OF WORK - SCHEDULE OF DELIVERABLES - SCHEDULE OF PAYMENTS

Purpose

To update the hazards analysis for all facilities listed in Attachment B, which have reported to the State Emergency Response Commission the presence of those specific Extremely Hazardous Substances designated by the U.S. Environmental Protection Agency in quantities at or above the Threshold Planning Quantity. The data collected under this Agreement will be used to comply with the planning requirements of the Superfund Amendments and Reauthorization Act of 1986, Title III, "Emergency Planning and Community Right-To-Know Act of 1986" and the Florida Emergency Planning and Community Right-To-Know Act, Florida Statutes, Chapter 252, Part II.

Requirements

- A. The Recipient shall submit a list of facilities within the geographical boundaries of the County listed on Attachment B that are suspected of not reporting to the State Emergency Response Commission the presence of Extremely Hazardous Substances in quantities at or above the Threshold Planning Quantity, as designated by the U. S. Environmental Protection Agency.
- B. The completed hazards analysis shall comply with the site-specific hazards analysis criteria outlined in this Attachment for each facility listed in Attachment B. The primary guidance documents are Attachment D (Hazards Analysis Contract Checklist and CAMEO Guide) to this Agreement and the U.S. Environmental Protection Agency's "Technical Guidance for Hazards Analysis" at: <http://www.epa.gov/emergencies/docs/chem/tech.pdf>. All hazards analyses shall be consistent with the provisions of these documents. Any variation from the procedures outlined in these documents must be requested in writing, submitted in advance and approved by the Division.
- C. Conduct an on-site visit at each Attachment B facility to ensure accuracy of the hazards analysis. Each applicable facility's hazards analysis information shall be entered into the U.S. Environmental Protection Agency's CAMEO^{fm} version 2.3 (download from): <http://www.epa.gov/emergencies/content/cameo/index.htm>. Each facility hazards analysis shall include, but is not limited to, the following items:
 1. Facility Information
 - (a) Provide the Facility name (per Attachment B)
 - (b) Facility physical address (no Post Office Box).
 - (c) Facility Identification
 - (1) Provide the State Emergency Response Commission Code identification number (per Attachment B) in the Department field on the Facilities page in CAMEO.
 - (2) Provide the geographic coordinates (latitude and longitude in decimal/degrees).
 - (d) Facility Emergency Coordinator

Provide the name, title and telephone number (daytime and 24-hour) of the designated facility emergency coordinator.

(e). Transportation Routes

List the main route(s) used to transport chemicals to the facility (from the County line to the facility).

(f) Evacuation Routes

Based on wind direction from the North, South, East and West, identify the route(s) from the facility to exit the Vulnerable Zone(s).

(g) Historical Accident Record

Describe any past releases or incidents that have occurred at the facility. Include date, time, chemical name, quantity and number of persons injured or killed (this information is available from the facility). If it is determined that a facility does not have a historical accident record, that shall be noted.

2. Hazard Identification

(a) Chemical identities

For each Extremely Hazardous Substance present at the facility **at any time up to one year prior to the site visit** provide the proper chemical name, Chemical Abstract Service (CAS) number and natural physical state (according to exhibit C of the Technical Guidance for Hazards Analysis).

(b) Maximum quantity on-site

Express in exact pounds (not range codes) the maximum quantity of each Extremely Hazardous Substance the facility has on-site.

(c) Amount in largest container or interconnected containers

Express in pounds the amount of each Extremely Hazardous Substance stored in the largest container or interconnected containers (this is the release amount used to determine the Vulnerable Zone).

(d) Type and design of storage container or vessel

Indicate the type of storage container of each Extremely Hazardous Substance (i.e., drum, cylinder, tank etc.).

(e) Nature of the hazard

Describe the type of hazard (i.e., fire, explosion) and health effects (acute and chronic).

3. Vulnerability Analysis

(a) Extent of the Vulnerable Zone

For each Extremely Hazardous Substance present at a facility, provide the estimated geographical area (vulnerable zone) that may cause

irreversible acute health effects or death to human populations following an accidental release.

(b) Facility Population

Provide the maximum number of employees present at the facility at any given time (**MUST BE AT LEAST ONE**).

(c) Critical Facilities

Identify each critical facility by name and maximum expected occupancy within each vulnerable zone (schools, day cares, public safety facilities, hospitals, etc.). If there are no critical facilities within the vulnerable zone, that shall be noted.

(d) Estimate Total Exposed Population

Provide an estimate of the total exposed population within each vulnerable zone (facility employees + general population + critical facilities).

4. Risk Analysis (the three ratings {Risk Assessment} at the bottom of the CAMEO *fm* Scenario Page will meet the four requirements below)

(a) Probability of release

Rate the probability of release as Low, Moderate, or High based on observations at the facility. Considerations should include history of previous incidents and current conditions and controls at the facility.

(b) Severity of consequences of human injury

Rate the severity of consequences if an actual release were to occur

(c) Severity of consequences of damage to property

Rate the potential damage to the facility, nearby buildings and infrastructure if an actual release were to occur.

(d) Severity of consequences of environmental exposure

Rate the potential damage to the surrounding environmentally sensitive areas, natural habitat and wildlife if an actual release were to occur.

D. Supporting documentation shall be submitted to the Division which lists the facilities for which a hazards analysis was not completed. In addition to the facility name and the State Emergency Response Commission Code identification number, supporting documentation should indicate:

1. Facility has closed or is no longer in business.
2. Facility is not physically located in the County (indicate appropriate County location, if known).

3. If the facility no longer has Extremely Hazardous Substances on-site or is below the Threshold Planning Quantity, notify the facility representative of the requirement to submit to the State Emergency Request Commission a;
 - (a) Statement of Determination (Attachment H), or
 - (b) Letter identifying the date and reason (closed, replaced with less hazardous substance) the Extremely Hazardous Substance is no longer present or below threshold.

E. On-Site Visits

1. Conduct a detailed on-site visit, within the period of this Agreement, of all the facilities listed in Attachment B, to confirm the accuracy and completeness of information in the hazards analysis.
2. Submit a completed Hazards Analysis Site Visit Certification Form (Attachment E) to the Division with the State Emergency Response Commission Code number included in the file naming convention (SERC12345SV). **Add the site visit certification form to the Site Plan Tab of the Cameo Facilities Page** for each facility visited or contacted.

(a) On-Site visit exception for sulfuric acid

- (1) For facilities listed on Attachment B that report the presence of only sulfuric acid, an initial on-site visit is required and an on-site visit form (Attachment E) signed and dated by the facility representative and the Recipient shall be submitted to the Division.
 - (2) In Agreements subsequent to the initial on-site visit, the Recipient shall contact the facility representative by email or telephone to verify the presence of all extremely hazardous substances. The on-site visit form shall be signed by the Recipient and identify the date the Recipient contacted the facility representative. Another on-site visit is not required in subsequent Agreements, unless, the facility reports the presence of another extremely hazardous substance.
 - (3) If a facility representative reports the presence of an extremely hazardous substance other than sulfuric acid in Agreements subsequent to the period of Agreement in which the initial site visit was conducted, the Recipient shall conduct an on-site visit and submit a completed on-site visit form (Attachment E) to the Division.
3. For each facility that a hazard analysis is conducted, submit a site plan to the Division with the State Emergency Response Commission Code number included in the file naming convention (SERC12345SP). **Add the site plan to the Site Plan Tab of the Cameo Facilities Page.** The site plan shall include:
 - (a) Location of major building(s)
 - (b) Name and location of extremely hazardous substance(s). If multiple extremely hazardous substances are co-located, noting EHS is acceptable.
 - (c) Name and location of street(s)

(d) Identify pertinent access and egress point(s)

F. Ensure that the Hazards Analysis information is reflected in the County Local Mitigation Strategy.

Scope and Schedule of Deliverables

Deliverable 1:

On or before November 1, 2012, the Recipient shall submit fifty (50) percent of the completed hazards analyses for facilities listed on Attachment B to the Division for review and approval.

Deliverable 2:

On or before February 1, 2013, the Recipient shall submit the final fifty (50) percent of the completed hazards analyses for facilities listed on Attachment to the Division for review and approval.

Deliverable 3:

- A. On or before May 15, 2013, the Recipient shall provide the Division one (1) copy (in CAMEO format) of each approved hazards analysis. A complete copy of each approved hazards analysis shall be submitted to the applicable Local Emergency Planning Committee and a copy of the transmittal document shall be submitted to the Division.
- B. On or before May 15, 2013, the Recipient shall notify all Attachment B facilities and applicable first responder agencies of the availability of the hazards analyses information, and make that information available upon request and submit proof of said notifications to the Division.
- C. Participate in any technical assistance training session that may be required by the Division.

Schedule of Payments

	<u>Payment</u>
Deliverable #1 - 45% of the Agreement Amount	<u>\$5,375.70</u>
Deliverable #2 - 45% of the Agreement Amount	<u>\$5,375.70</u>
Deliverable #3 - 10% of the Agreement Amount	<u>\$1,194.60</u>

Each payment shall be made upon satisfactory completion of the deliverable above and upon receipt of an acceptable Financial Invoice (Attachment C).

ATTACHMENT B - ESCAMBIA COUNTY - SECTION 302 FACILITIES LIST 2012-2013

SERC #	Facility Name/Address	Contact	County	Mailing Address
29765	802053 - CAMELOT 3341 MCLEMORE DRIVE PENSACOLA, FL 32514	MONICA GAMBINO 724-416-2000	ESCAMBIA COUNTY	CROWN COMMUNICATION LLC 2000 CORPORATE DRIVE CANONSBURG, PA 15317
36469	ADAMS PRODUCE - PENSACOLA 257 AMBER STREET PENSACOLA, FL 32503	MICHEAL O'BRIEN 850-469-1996	ESCAMBIA COUNTY	ADAMS PRODUCE COMPANY INC 257 AMBER STREET PENSACOLA, FL 32503
964	AIRGAS NITROUS OXIDE 650 CHEMSTRAND ROAD CANTONMENT, FL 32533	Rex Walz 850-968-8832	ESCAMBIA COUNTY	AIRGAS NITROUS OXIDE 650 CHEMSTRAND ROAD CANTONMENT, FL 32533
946	ASCEND PERFORMANCE MATERIALS 3000 OLD CHEMSTRAND ROAD CANTONMENT, FL 32533-8926	JANET S NOBLE 850-968-7250	ESCAMBIA COUNTY	ASCEND PERFORMANCE MATERIALS POST OFFICE BOX 97 GONZALEZ, FL 32560
5145	BELLSOUTH - 31347 5575 LARIMER STREET PERDIDO, FL 32507	MELISSA FOSTER 228-238-0907	ESCAMBIA COUNTY	BELLSOUTH TELECOMMUNICATIONS
19837	BELLSOUTH - 31472 515 SOUTH OLD CORRY FIELD ROAD PENSACOLA, FL 32507-	MELISSA FOSTER 228-238-0907	ESCAMBIA COUNTY	BELLSOUTH TELECOMMUNICATIONS
5148	BELLSOUTH - 36027 6913 PINE FOREST ROAD PENSACOLA, FL 32526-8907	MELISSA FOSTER 228-238-0907	ESCAMBIA COUNTY	BELLSOUTH TELECOMMUNICATIONS
5149	BELLSOUTH - 31709 521 MUSCOGEE ROAD CANTONMENT, FL 32533	MELISSA FOSTER 228-238-0907	ESCAMBIA COUNTY	BELLSOUTH TELECOMMUNICATIONS
38802	BUFFALO ROCK - PENSACOLA 8801 GROW DRIVE PENSACOLA, FL 32514	GEORGE KELLY 850-857-374 850- 450-2023	ESCAMBIA COUNTY	BUFFALO ROCK COMPANY 8801 GROW DRIVE PENSACOLA, FL 32514
922	CEREX ADVANCED FABRICS 610 CHEMSTRAND ROAD CANTONMENT, FL 32533	Bart Warner (850) 937-3346	ESCAMBIA COUNTY	CEREX ADVANCED FABRICS INC 610 CHEMSTRAND ROAD CANTONMENT, FL 32533

ATTACHMENT B - ESCAMBIA COUNTY - SECTION 302 FACILITIES LIST 2012-2013

SERC #	Facility Name/Address	Contact	County	Mailing Address
32121	Coca-Cola Refreshments USA, Inc. - HYGEIA 7330 NORTH DAVIS HIGHWAY PENSACOLA, FL 32504	TERRY MURPHY 850-501-9573	ESCAMBIA COUNTY	COCA - COLA REFRESHMENTS USA INC
36751	CROWN HEALTH CARE LAUNDRY SERVICES 1501 NORTH GUILLEMARD STREET PENSACOLA, FL 32501	RICK HAMLIN 850-438-7578	ESCAMBIA COUNTY	CROWN HEALTH CARE LAUNDRY SERVICES INC
30745	E C U A / DAVIS WELL PLANT 6661 NORTH DAVIS HIGHWAY PENSACOLA, FL 32504	Kerry D Langley 850-476-5110 2710	ESCAMBIA COUNTY	EMERALD COAST UTILITIES AUTHORITY
34758	E C U A / KINGSFIELD WELL 2168 TATE ROAD CANTONMENT, FL 32533	Kerry D Langley 850-476-5110 2710	ESCAMBIA COUNTY	EMERALD COAST UTILITIES AUTHORITY
6609	E C U A / MONTCLAIR 3 WELL PLANT 5629 TALQUIN DRIVE PENSACOLA, FL 32506-1522	Kerry D Langley 850-476-5110 2710	ESCAMBIA COUNTY	EMERALD COAST UTILITIES AUTHORITY
29652	E C U A / PENSACOLA BEACH PUMP 425 PENSACOLA BEACH BOULEVARD GULF BREEZE, FL 32561-2023	Kerry D Langley 850-476-5110 2710	ESCAMBIA COUNTY	EMERALD COAST UTILITIES AUTHORITY
15101	EXXONMOBIL CHEMICAL COMPANY 604 CHEMSTRAND ROAD CANTONMENT, FL 32533	Randy White 850-968-3900	ESCAMBIA COUNTY	ExxonMobil Chemical Company 604 CHEMSTRAND ROAD CANTONMENT, FL 32533
15753	FARM HILL UTILITIES - WELL 2 109 RITTENBERRY ROAD CANTONMENT, FL 32533-	SHAUN CONDON 850-554-5022	ESCAMBIA COUNTY	FARM HILL UTILITIES
16871	FARM HILL UTILITIES - WELL 3 287 NOWAK ROAD CANTONMENT, FL 32533-	SHAUN CONDON 850-554-5022	ESCAMBIA COUNTY	FARM HILL UTILITIES
33306	FARM HILL UTILITIES - WELL 4 1051 ISABELLA ROAD CANTONMENT, FL 32533	SHAUN CONDON 850-554-5022	ESCAMBIA COUNTY	FARM HILL UTILITIES 1051 ISABELLA ROAD CANTONMENT, FL 32533
33650	GOLDRING GULF DISTRIBUTING - PENSACOLA 675 SOUTH PACE BOULEVARD PENSACOLA, FL 32501	J. R. EBBITT 850-444-7459	ESCAMBIA COUNTY	GOLDRING GULF DISTRIBUTING COMPANY LLC 675 SOUTH PACE BOULEVARD PENSACOLA, FL 32501

ATTACHMENT B - ESCAMBIA COUNTY - SECTION 302 FACILITIES LIST 2012-2013

SERC #	Facility Name/Address	Contact	County	Mailing Address
6951	GROCERY SUPPLY ACQUISITION 4150 WEST BLOUNT STREET PENSACOLA, FL 32505	Anthony Kimmons 850-501-0541	ESCAMBIA COUNTY	NASH FINCH COMPANY 4150 WEST BLOUNT STREET PENSACOLA, FL 32505
5851	GULF POWER - PINE FOREST FACILITY 9920 PINE FOREST ROAD PENSACOLA, FL 32520	Kevin Beaty 850-336-6551	ESCAMBIA COUNTY	GULF POWER COMPANY One Energy Place Pensacola, FL 32520
7327	HILL KELLY DODGE 6171 PENSACOLA BOULEVARD PENSACOLA, FL 32505-2211	Bill McGinnis 8504769078	ESCAMBIA COUNTY	HILL KELLY DODGE 6171 Pensacola Blvd Pensacola, FL 32505
22063	HITACHI CABLE AUTOMOTIVE PRODUCTS U.S.A., INC. 9101 ELY ROAD PENSACOLA, FL 32514-	WAYNE JONES 850-473-4200	ESCAMBIA COUNTY	HITACHI CABLE FLORIDA INC
34738	HOME DEPOT USA - 6932 4525 MOBILE HIGHWAY PENSACOLA, FL 32506	JOHN NEWBERN 850-453-3348	ESCAMBIA COUNTY	THE HOME DEPOT USA, INC
857	INTERNATIONAL PAPER - PENSACOLA (CANTONMENT) PAPER MILL 375 MUSCOGEE ROAD CANTONMENT, FL 32533	John Taylor 850-968-4258	ESCAMBIA COUNTY	INTERNATIONAL PAPER 375 MUSCOGEE ROAD CANTONMENT, FL 32533
32587	LEWIS BEAR - PENSACOLA 6120 ENTERPRISE DRIVE PENSACOLA, FL 32505-1858	Mark Taylor 850-434-8612	ESCAMBIA COUNTY	THE LEWIS BEAR COMPANY
21649	MCI - PENNFL 1490 EAST NINE MILE ROAD PENSACOLA, FL 32514-5433	Kelly T Jones 8504757463	ESCAMBIA COUNTY	VERIZON BUSINESS 1490 east Nine Mile road Pensacola, FL 32514
36000	NAVY FEDERAL CREDIT UNION - CALL CENTER 5550 Heritage Oaks Dr PENSACOLA, FL 32526	Robert Parkhurst 850-912-0007	ESCAMBIA COUNTY	NAVY FEDERAL FINANCIAL GROUP LLC
21304	PENSACOLA CHRISTIAN COLLEGE 250 BRENT LANE PENSACOLA, FL 32503-	TIMOTHY J TATE 850-494-6757 8505721679	ESCAMBIA COUNTY	PENSACOLA CHRISTIAN COLLEGE POST OFFICE BOX 18000 PENSACOLA, FL 32523-
31601	PENSACOLA POOLS - PENSACOLA 8514 PENSACOLA BOULEVARD PENSACOLA, FL 32534	Debra Stoddard Welch 850-435-5556	ESCAMBIA COUNTY	Pensacola Pools, Inc. 8514 PENSACOLA BOULEVARD PENSACOLA, FL 32534

ATTACHMENT B - ESCAMBIA COUNTY - SECTION 302 FACILITIES LIST 2012-2013

SERC #	Facility Name/Address	Contact	County	Mailing Address
7352	PEOPLES WATER SERVICE - WELL 3 34 MINDORO CIRCLE PENSACOLA, FL 32507	Mark Ronald Cross 850-455-8552 114	ESCAMBIA COUNTY	PEOPLES WATER SERVICE COMPANY OF FLORIDA, INC. 905 Lownd Avenue PO Box 4815 Pensacola , FL 32507-081
7353	PEOPLES WATER SERVICE - WELL 4 4 FLEET ROAD PENSACOLA, FL 32507	Mark Cross 850-455-8552 114	ESCAMBIA COUNTY	PEOPLES WATER SERVICE COMPANY OF FLORIDA, INC. 905 Lownd Avenue PO Box 4815 Pensacola, Fl 32507
7354	PEOPLES WATER SERVICE - WELL 5 498 OLD CARRY ROAD PENSACOLA, FL 32507	Mark Cross 850-455-8552 114	ESCAMBIA COUNTY	PEOPLES WATER SERVICE COMPANY OF FLORIDA, INC. 905 Lownd Avenue PO Box 4815 Pensacola, Fl 32507
7355	PEOPLES WATER SERVICE - WELL 8 3960 NAVY BOULEVARD PENSACOLA, FL 32507	Mark Cross 850-455-8552 114	ESCAMBIA COUNTY	PEOPLES WATER SERVICE COMPANY OF FLORIDA, INC. 905 Lownd Avenue PO Box 4815 Pensacola, Fl 32507
7356	PEOPLES WATER SERVICE - WELL 9 231 DELRAY DRIVE PENSACOLA, FL 32507	Mark Cross 850-455-8552 114	ESCAMBIA COUNTY	PEOPLES WATER SERVICE COMPANY OF FLORIDA, INC. 905 Lownd Avenue PO Box 4815 Pensacola, Fl 32507
36664	PERDIDO BAY GOLF CLUB 1 DOUG FORD DRIVE PENSACOLA, FL 32507	CYNTHIA KELSEY 850-723-2662	ESCAMBIA COUNTY	PERDIDO BAY GOLF LLC
30633	REDDY ICE - PENSACOLA 1511 WEST GOVERNMENT STREET PENSACOLA, FL 32501	Lee Brown (850) 433-2191	ESCAMBIA COUNTY	REDDY ICE CORPORATION 1511 W. Government St. Pensacola, FL 32501
32181	REGIONS FINANCIAL - PENSACOLA CALL CENTER 5060 COMMERCE PARK CIRCLE PENSACOLA, FL 32505	- Help Desk CB Richard Ellis 877-459-2903	ESCAMBIA COUNTY	REGIONS FINANCIAL CORPORATION / CB RICHARD ELLIS
966	REICHHOLD CHEMICALS - PENSACOLA 425 SOUTH PACE BOULEVARD PENSACOLA, FL 32501-5009	SCOTT IRWIN 850-858-1343 143	ESCAMBIA COUNTY	REICHHOLD INCORPORATED 425 SOUTH PACE BOULEVARD PENSACOLA, FL 32501
10905	RENTAL SERVICE - 695 5880 NORTH PENSACOLA BOULEVARD PENSACOLA, FL 32505-	Marc Elig 727-538-5107	ESCAMBIA COUNTY	RENTAL SERVICE CORPORATION 14144 66th Street North Largo, FL 33771

ATTACHMENT B - ESCAMBIA COUNTY - SECTION 302 FACILITIES LIST 2012-2013

SERC #	Facility Name/Address	Contact	County	Mailing Address
19013	REPUBLIC NATIONAL DISTRIBUTING CO INC—19013 6256 NORTH W STREET PENSACOLA, FL 32505-	RJ Kandravi 804-306-3866	ESCAMBIA COUNTY	NATIONAL DISTRIBUTING 6256 NORTH WEST STREET PENSACOLA, FL 32505
28688	SAMS CLUB - STORE 8119 1250 AIRPORT ROAD PENSACOLA, FL 32504-	Rob Magin 850-484-7508	ESCAMBIA COUNTY	SAMS EAST INC - CORPORATE COMPLIANCE 1250 Airport Blvd Pensacola, FL 32504
29080	SEARS ROEBUCK AUTO CENTER - 6156 7171 NORTH DAVIS HIGHWAY PENSACOLA, FL 32504-	KEN QUTEN 850-474-5400 850- 474-0847	ESCAMBIA COUNTY	SEARS ROEBUCK AND COMPANY
32669	SPRINT - PENSACOLA SWITCH 3320 BILL METZGER LANE PENSACOLA, FL 32514	Cathy Jo Stafford 407-252-7732	ESCAMBIA COUNTY	SPRINT P.O. Box 7994 Shawnee Mission, KS 66207
33942	THOMPSON TRACTOR - PENSACOLA 2650 WEST NINE MILE ROAD PENSACOLA, FL 32534-9423	MICHAEL E REUTER 2058418601	ESCAMBIA COUNTY	THOMPSON TRACTOR COMPANY INC POST OFFICE BOX 10367 BIRMINGHAM, AL 35202
988	TOWN OF CENTURY - WELL 1 8630 BLACKMON STREET CENTURY, FL 32535	STEPHEN E ROSS 850-256-3208	ESCAMBIA COUNTY	TOWN OF CENTURY POST OFFICE DRAWER 790 CENTURY, FL 32535
10147	TOWN OF CENTURY - WELL 3 400 TEDDER ROAD AT PRISON CENTURY, FL 32535-	STEPHEN E ROSS 850-256-3208	ESCAMBIA COUNTY	TOWN OF CENTURY POST OFFICE DRAWER 790 CENTURY, FL 32535
10148	TOWN OF CENTURY - WWTP 7350 JEFFERSON AVENUE CENTURY, FL 32535-	STEPHEN E ROSS 850-256-3208	ESCAMBIA COUNTY	TOWN OF CENTURY POST OFFICE DRAWER 790 CENTURY, FL 32535
36582	UNITED STATES POSTAL - PENSACOLA PDC 1400 WEST JORDAN STREET PENSACOLA, FL 32501-9998	Robert Frommel (850) 434-9113	ESCAMBIA COUNTY	U S Postal Service Florida 1400 W Jordan St Pensacola , FL
991	UNIVERSITY OF WEST FLORIDA 11000 UNIVERSITY PARKWAY PENSACOLA, FL 32514-	Peter Robinson 850-474-2435	ESCAMBIA COUNTY	UNIVERSITY OF WEST FLORIDA University of West Florida 11000 University of West Florida, Bldg. 92 Pensacola, FL 32514
28230	VERIZON WIRELESS - OLIVE MTSO (ID:6237122) 111 EAST OLIVE ROAD PENSACOLA, FL 32514-	Jack L Hyndman 504-846-6224	ESCAMBIA COUNTY	VERIZON WIRELESS

**Attachment C
FINANCIAL INVOICE FORM
FOR
HAZARDOUS MATERIALS HAZARDS ANALYSIS UPDATE**

RECIPIENT: Escambia County AGREEMENT# 13-CP-11-01-27-01-XXX

	AMOUNT REQUESTED BY THE RECIPIENT	AMOUNT APPROVED BY THE DIVISION
1. First Payment (45% of contract amount) (50% Hazards Analyses completed/submitted)	\$ _____	\$ _____
2. Second Payment (45% of contract amount) (50% Hazards Analyses completed/submitted)	\$ _____	\$ _____
3. Final Payment(10% of contract amount) (approval, distribution & notification)	\$ _____	\$ _____
TOTAL AMOUNT	\$ _____	\$ _____

(To be completed by
the Division)

I certify that to the best of my knowledge and belief the billed costs are in accordance with the terms of the Agreement.

Signature of Authorized Official/Title

Date

TOTAL AMOUNT TO BE PAID AS OF _____

THIS INVOICE \$ _____

(To be completed by the Division)

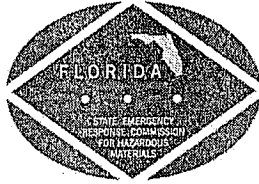
Attachment D

HAZARDS ANALYSIS CONTRACT CHECKLIST AND CAMEO GUIDE

FACILITY INFORMATION	
	Facility Name (per Attachment B) (Facility page)
	Facility Physical address (Facility page)
	SERC Code identification number (per Attachment B, SERC123456) (Department Field on Facility page)
	Latitude & Longitude in decimal/degrees (ex. 30.1917 - 84.3621) (Map Data tab on Facility page)
	Facility Emergency Coordinator name, title, phone # (including 24 hr. number) (Contact tab on Facility page)
	Transportation Route(s) (from county line to the facility) (Notes tab on Facility page)
	Evacuation Route(s) to exit the vulnerable zone (Notes tab on Facility page)
	Historical Accident Record (If none, please note) (Notes tab on Facility page)
HAZARD IDENTIFICATION (for each Extremely Hazardous Substance on site)	
	Proper chemical name(s) (Chemical in Inventory page(s))
	Chemical Abstract Service (CAS) number (Chemical in Inventory page(s))
	Natural physical state (ex. mixture, pure, liquid, solid, gas) (Chemical in Inventory page(s), Physical State and Quantity tab)
	Maximum quantity on-site in pounds (Chemical in Inventory page(s), Physical State and Quantity tab)
	Amount in largest container or interconnected containers (Chemical in Inventory page(s), Physical State and Quantity tab)
	Type and design of storage container(s) (ex. cylinder, steel drum, carboy etc.) (Chemical in Inventory page(s), Location tab)
	Nature of the hazard (ex. acute, chronic, fire, pressure etc.) (Chemical in Inventory page(s), Physical State and Quantity tab)
VULNERABILITY ANALYSIS (for each Extremely Hazardous Substance on site)	
	Estimate vulnerable zone (threat zone) radius (bottom of Scenario page(s))
	Facility Population (unmanned facilities minimum of one is required for maintenance personnel) (ID Codes tab on Facility page)
	Critical Facilities (name of facilities and max occupancy for each) (if none, please note) (Notes tab on Scenario page(s))
	Estimate Total Exposed Population(s) (facility + general population + critical facilities) (Notes tab on Scenario page(s))
RISK ASSESSMENT (for each Extremely Hazardous Substance on site) (Scenario page(s))	
	{Risk Assessment at the bottom of the CAMEO Scenario Pages(s) will meet the four requirements below}
	Rate probability of release (ex. low, medium or high)
	Rate severity of consequences of human injury (ex. low, medium or high)
	Rate severity of consequences of damage to property (ex. low, medium or high)
	Rate severity of consequences of environmental exposure (ex. low, medium or high)
ON-SITE VISITS (for each facility and within the contract period)	
	Completed hazards analysis site visit form (submitted in CAMEO with SERC code in file name, SERC123456SV)
	Site plan map (submitted in CAMEO with SERC code in file name, SERC123456SP) with sufficient detail to identify;
	Location of major building(s)
	Name and Location of Extremely Hazardous Substance(s) (If multiple extremely hazardous substances are co-located, noting EHS is acceptable.)
	Name and Location of street(s)
	Identify pertinent access and egress point(s)

The data shall be submitted electronically in a CAMEO^{fm} version 2.3 zip file format.

Attachment E



FLORIDA STATE EMERGENCY RESPONSE COMMISSION FOR HAZARDOUS MATERIALS

HAZARDS ANALYSIS ON-SITE VISIT CERTIFICATION FORM

Name of Facility (Please print)

Name of County (Please print)

State Emergency Response Commission (SERC) Code

Name of Facility Representative (Please print)

Facility Representative Signature

Site Visit Date

Name of Inspector (Please print)

Inspector's Signature

Site Visit Date

The individuals signing above certify that a hazards analysis site visit was conducted on the above date.

Check if facility representative was informed about using FloridaHMIS.org for EPCRA on-line filing

Attachment F Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most

advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 AM – 5:00 PM Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment G

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____
Signature

Escambia County
Recipient's Name

Name and Title

13-CP-11-01-27-01-XXX
Division Contract Number

Street Address

City, State, Zip

Date

Attachment H

STATEMENT OF DETERMINATION

Facility Name		
Physical Address (Street only)		
City	County	LEPC District

I have determined that this facility is / is not subject to the following section(s) of EPCRA, Title III, for the reporting year(s) indicated (circle all applicable):

SECTION	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
302 / 303	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N
311 / 312	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N
313	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N	Y / N

If "No" was indicated on any of the above, please check appropriate box(s) why:

Sections 302/303	Extremely Hazardous Substances (EHSs) are/were present only in amounts less than established Threshold Planning Quantities (TPQs).		
	No EHSs are Present.		
	No EHSs were present on-site during the year.		
Sections 311 / 312	Hazardous chemicals/EHSs are/were present only in amounts below established reporting thresholds.		
	No hazardous chemicals/EHSs are/were present.		
	No hazardous chemicals were present on-site during the year.		
Section 313	Not within covered SIC Codes.		
	Within covered SIC Codes, but less than ten (10) employees.		
	Within covered SIC Codes, but no Section 313 chemicals were present or were below Section 313 reporting thresholds.		
Other	Closed facility YES / NO	Chemicals removed YES / NO	Chemicals reduced below threshold/TPQ YES / NO
	Date Effective:		
	New Facility. Date chemicals brought on site meeting / exceeding TPQ:		

Further explanation if necessary:

CERTIFICATION:	
I understand the requirements of the law(s) circled above. I also understand that ultimate compliance responsibility lies with me and failure to comply, if required, can result in civil and criminal penalties under federal and state laws.	
Name of owner/operators authorized representative (printed):	
Official Title (printed):	
Signature:	Date signed:



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3029

County Administrator's Report 13. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/23/2012

Issue: Mosquito Control's Certified Budget for Fiscal Year 2012-2013

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Annual Certified Budget for the Mosquito Control Division Fiscal Year 2012-2013 - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning annual Grant funding received from the Florida Department of Agriculture and Consumer Services for Mosquito Control:

A. Approve the Fiscal Year 2012-2013 Annual Certified Budget for the Mosquito Control Division, Community & Environment Department; and

B. Authorize the Chairman to sign the Annual Certified Budget.

[Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703, M&A State I Funds]

BACKGROUND:

The Florida Department of Agriculture and Consumer Services provides annual grant funding to Escambia County to supplement Escambia County's Mosquito Control Program. The funding will be allocated under Cost Center 220703, Fund 106. In order to receive the Fiscal Year 2012-2013 grant, the State requires Escambia County to provide an Annual Certified Budget for Mosquito Control to show how the funds will be used. The Annual Certified Budget being approved with this recommendation is tentative because it is based on Escambia County's proposed Fiscal Year 2012-2013 budget.

BUDGETARY IMPACT:

Fund 106, Mosquito and Arthropod Control, Cost Center 220703, M&A State I Funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Approval of this certified budget recommendation requires no additional personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

The following citations of Florida law and rules apply: per Chapter 388.341, Florida Statutes (F.S.), Reports of expenditures and accomplishment; per Chapter 388.361, F.S., Department authority and rules; administration; and per Chapter 5E-13.027, Florida Administrative Code, Certified Budget, Filing.

IMPLEMENTATION/COORDINATION:

Mosquito Control Division management will ensure that Escambia County complies with the Annual Certified Budget and performs all functions required.

Attachments

Annual Certified Budget for Mosquito Control



ADAM H. PUTNAM

STATE OF FLORIDA
Department of Agriculture and Consumer Services
Division of Agricultural Environmental Service
(850) 617-7995 Fax (850) 617-7969

Bureau of Entomology and Pest Control
3125 Conner Blvd, Suite N
Tallahassee, Florida 32399-1650

ANNUAL CERTIFIED BUDGET FOR MOSQUITO CONTROL

Chapter 388.341, F.S.

Escambia County Mosquito Control FISCAL YEAR OCTOBER 1, 2012 - SEPTEMBER 30, 2013

Table with columns: Acct #, Description, TOTAL, LOCAL, STATE. Includes sections for RECEIPTS and EXPENDITURES with various line items and totals.

I certify that the budget shown was adopted on this 23rd Day of August 2012

SIGNED: _____ DATE _____ 2012.

Wilson B Robertson, Chairman of the Board

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

SIGNED: _____ DATE _____ 2012. BY: _____

Bureau of Entomology and Pest Control

DEPUTY CLERK

County of Escambia



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3041

County Administrator's Report 13. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/23/2012

Issue: Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements for 106 New Warrington Road

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements for 106 New Warrington Road - Keith Wilkins, REP, Community and Environment Department Director

That the Board ratify the following August 23, 2012, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements for the property located at 106 New Warrington Road:

A. Approving the Commercial Facade, Landscape and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and Pete Moore Chevrolet, Inc., owner of commercial property located at 106 New Warrington Road, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$7,800, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI), 2009 Community Development Block Grant (CDBG), Fund 129, Cost Center 220410, Object Code 58301, for landscaping and installation of an irrigation system; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

BACKGROUND:

On August 23, 2012, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Peter R. Moore. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Warrington TIF, Fund 151, Cost Center 220516, Object Code 58301 and/or NEFI 2009 CDBG, Fund 129, Cost Center 220410, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community & Environment Department/Community Redevelopment Agency (CED/CRA) and NEFI staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CED/CRA staff, in coordination with the property owner(s), handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Commercial Grant Moore

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT
PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 23rd day of August 2012, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Pete Moore Chevrolet, Inc., (the "Recipient"), owner of commercial property located at 106 New Warrington Road, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Commercial Façade, Landscape, and Infrastructure Grant Program** (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a Grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program Grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Commercial Façade, Landscape and Infrastructure Grant Program:** The CRA awards to the Recipient a Program Grant in the maximum amount of **\$7,800**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$7,800**, which shall be comprised of a cash contribution of **\$7,800**.
4. **Project:** The Project funded by the Grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **23rd** day of **August 2012**, and the Project shall be complete on or before the **23rd** day of **November 2012**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may Grant the extension. However, the CRA's agreement to Grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.
7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use as it deems fit, any improvements or materials remaining on the Project site.
9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of Grant funds disbursed under this Agreement.
11. **Property Owner as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.
12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the Grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names

and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

County:

Clara Long, Urban Planner, CRA
Community & Environment Department
221 Palafox Place, Suite 305
Pensacola, Florida 32502

Recipient:

Pete Moore Chevrolet
c/o Pete Moore
103 New Warrington Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

This document approved as to form and legal sufficiency.

By: [Signature]
Title: HCA
Date: 7/27/12

For: **Escambia County Board of County Commissioners**

By: _____
Wilson B. Robertson, Chairman

ATTEST: **Ernie Lee Magaha**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk
(SEAL)

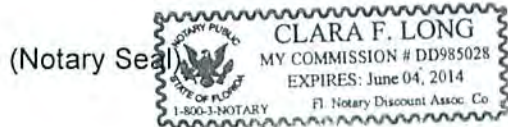
BCC Approved: _____

For Recipient: **Pete Moore Chevrolet, Inc.**

[Signature]
Peter R. Moore, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3rd day of August 2012 by **Peter R. Moore**, Property Owner. He/She () is personally known to me or () has produced M600 50 . . . 0 as identification.



[Signature]
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

EXHIBIT I

COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT

Property Owner: **Pete Moore Chevrolet, Inc.**
Property Address: **106 New Warrington Road, Pensacola, FL 32507**

The "Project" includes the following improvements to the above referenced property:

Landscaping and irrigation system installed to the existing property.

**Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency**

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>Pete Moore Chevrolet, Inc.</u>	<u>106 New Warrington Road Pensacola, Florida 32507</u>	<u>37-2S-30-3000-001-001</u>

Total Amount of Lien **\$7,800**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape and Infrastructure Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

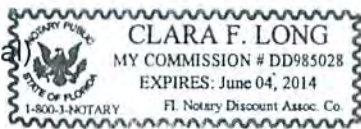
For Recipient: ~~Pete Moore~~ Pete Moore Chevrolet, Inc.

[Signature]
Peter R. Moore, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3rd day of August, 2012 by Peter R. Moore, Property Owner. He/She () is personally known to me or () has produced FLIC M160... 50... 0 as identification.

(Notary Seal)



[Signature]
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

For: **Escambia County
Board of County Commissioners**

By: _____
Wilson B. Robertson, Chairman

Date Executed: _____

BCC Approved: _____

ATTEST: **ERNIE LEE MAGAHA**
Clerk of the Circuit Court

By: _____
Deputy Clerk

This instrument prepared by:
Clara Long, Urban Planner
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

This document approved as to form and legal sufficiency.

By: [Signature]
Title: HCF
Date: 7/27/12



Landscaping irrigation system installed
Replacing gravel w/ asphalt parking





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3071

County Administrator's Report 13. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/23/2012

Issue: Out-of-County Travel - ILA Berlin Air Show

From: Charles R. (Randy) Oliver, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Out-of-County Travel to the ILA Berlin Air Show in Berlin, Germany - Charles R. "Randy" Oliver, County Administrator

That the Board authorize out-of-County travel for Commissioner Gene M. Valentino, Vice Chairman, to attend the 2012 ILA Berlin Air Show in Berlin, Germany, on September 11, 2012, through September 16, 2012, including any County-related communication charges associated with his Verizon cell phone while in Berlin, Germany. The total cost of this trip will not exceed \$6,500.

[Funding: Fund 102, Economic Development, Cost Center 360704, Object Code 54001 (Travel)]

BACKGROUND:

The Greater Pensacola Chamber of Commerce invited Commissioner Gene M. Valentino to attend the 2012 ILA Berlin Air Show in Berlin, Germany, on September 11-16, 2012. The ILA Berlin Air Show is one of the largest aerospace shows in the world. The ILA Berlin Air Show offers unrivaled coverage of all aspects of the international aerospace industry with 1,153 exhibitors from 47 countries. Furthermore, most if not all of the tier one and tier two suppliers for Air Bus will be in attendance at this Air Show.

BUDGETARY IMPACT:

Travel Expenses will be paid from Fund 102, Economic Development, Cost Center 360704, Object Code 54001 (Travel).

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This request is in compliance with the Board's policy on Out-of-County Travel, Section 1, Part C, Item Number 4.

IMPLEMENTATION/COORDINATION:

The County Administrator's Office will coordinate all travel arrangements with the Greater Pensacola Chamber of Commerce and Commissioner Gene M. Valentino.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3069

County Administrator's Report 13. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/23/2012

Issue: Purchase of Kronos Professional Services

From: David Musselwhite, IT Director

Organization: Information Technology

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Professional Services from Kronos, Inc. - David Musselwhite, Information Technology Department Director

That the Board authorize the purchase of professional services from Kronos, Inc., per the Statement of Work Control ID: nt530121205-R1, for the Upgrade of the Kronos Workforce Timekeeping and Human Resources Management System, in the amount of \$90,855.

[Funding: Fund 001, General Fund, Cost Center 270102]

BACKGROUND:

The County uses the Kronos Workforce System for Human Resources and for time clock timekeeping in various departments. The current version 5.2 is no longer supported and these professional services will provide for the upgrade to the current version 6.3. This upgrade is also necessary to better implement the Human Resources Employee Self-Service functionality as well as interface with the Clerk of the Circuit Court and Comptroller e-Fin financial and payroll system.

BUDGETARY IMPACT:

Funds are available in the General Fund 001, Cost Center 270102 Information Technology.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchasing and Contracts

IMPLEMENTATION/COORDINATION:

The Information Technology department will be responsible for the implementation.

Attachments

Kronos SOW

Statement of Work

For the Kronos Workforce Upgrade from 5.2 to 6.3

Prepared for Escambia County

Created:	5/30/2012	Expires unless SOW signed by:	8/28/2012
Prepared By:	Nadine Theriault	Filename:	ESCAMBIA COUNTY SOW nt53012-R1M.doc
Salesperson:	Ryan Hammond	Tool Name:	EXPERTQuote 6.3.3 B
Pre-Sales Consultant:		Control ID:	nt530121205-R1
*Customer requires a purchase order for: None Needed		Project Type:	Upgrade with New Implementation

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1 EXECUTIVE SUMMARY

1.1 DOCUMENT PURPOSE

Kronos is pleased to be considered a human capital management business partner with Escambia County. The purpose of this document is to provide an outline of the work required and the professional services estimated for your Kronos solution.

This document defines current understanding by Kronos of the engagement's objectives, scope, assumptions, risks and constraints and is based upon information gathered during conversations with Escambia County during the sales cycle, with the key assumption that Kronos and Escambia County will jointly staff the project team during the project lifecycle.

This Statement of Work provides a documented basis for making future decisions and for confirming or developing a common understanding of project scope among the stakeholders. Any change to the assumptions in this document or the discovery of increased complexity during the engagement will be considered a change in the scope of the professional services, and will be managed through the Kronos standard change control procedures.

For detailed information regarding project scope and assumptions, project complexity and risk areas, please see the sections of the document after the approval page. Please note that an approval in section 1.3 includes approval of the Statement of Work details and Assumptions and Appendixes sections.

The appendixes of this document also make reference to and provide hyperlinks for the Kronos Engagement Guidelines and Customer Implementation Guide, if applicable.

1.2 PROJECT OVERVIEW

1.2.1 PROJECT GOALS AND OBJECTIVES

Escambia County is an organization in the Public Sector industry and has approximately 1200 employees.

This project will be focused on upgrading and expanding its Kronos workforce management solution in 8 weeks.

This proposal anticipates that the solution will be fully operational in a production environment based upon the project scope detailed in this document and the mutually agreed solution design documentation completed collaboratively during the project.

1.2.2 PROPOSED SOLUTION

The estimated investment included in this Statement of Work is quoted in USD\$:

Item	\$
Professional Services	\$73,400.00
Educational Services Offerings	\$10,575.00
Estimated Investment for This Implementation	\$83,975.00

The Professional Services estimated are based on the following buying scenario:

SOFTWARE AND INTERFACES

Software and Interfaces	Service Type	Optional features to be implemented
Workforce Timekeeper	Upgrade v5.2	Alerts
Workforce Manager WTK	Upgrade v5.2	
Workforce Employee WTK	Upgrade v5.2	
Workforce Record Manager (Licensed but not implemented)	Upgrade v5.2	Will implement
Workforce HR	Upgrade v5.2	
Workforce HR/PR Administrator	Upgrade v5.2	
Workforce Employee HR/PR	Upgrade v5.2	
Workforce Manager HR/PR	Upgrade v5.2	
Workforce Connect	Upgrade v5.2	
Workforce Integration Manager	New v6.3	

PROFESSIONAL SERVICES

The professional services estimate is based on the extensive experience that Kronos has in implementing human capital management solutions using our proven Momentum™ implementation and project management methodologies and tool sets. These methodologies are adaptable and responsive to an individual project's requirements while still providing repeatability and a consistently high quality customer experience.

EDUCATIONAL SERVICES

During the project, by means of education and consulting services, a solid knowledge transfer will occur between Kronos and Escambia County. This knowledge transfer will allow you to take ownership of your new Kronos application.

1.2.3 PROJECT DURATION AND IMPLEMENTATION APPROACH

The project estimates provided in this Statement of Work are based on a deployment that consists of a single phase for the entire organization with 1 Deployment Instance(s) (or Go-Lives). The proposed solution is estimated to have a total duration of 8 weeks. Depending upon Escambia County's resource availability and project task capability, the duration of the project may need to be extended. This will increase the number of hours required for tasks that are performed on a weekly basis such as managing project communications, managing/updating project plans, facilitating project meetings and updating project status reports.

Depending on the product features designed during the project, the capabilities of the project team, and capacity of the end user community to accept the solution, the project team may recommend additional deployment phases. For example, it may be recommended to initially concentrate on core functionality requirements, followed by optional features after a period of stabilization and acceptance by the customer community, resulting in a more efficient project and improved customer experience. Any mutually agreed-upon changes to the deployment approach will be handled through the Kronos standard change control procedures.

It is assumed that a high level executive will be assigned as an Executive Sponsor and will remain engaged during the full lifecycle of the implementation. The Executive Sponsor will secure resources to support the defined duration of the project, take active part in Project Kick-off and Solution Overview, Phase Reviews and completing Milestone sign-offs. This level of Executive involvement will allow for cost containment resulting in an increased Return on Investment (ROI) and avoid unnecessary delays.

A Remote delivery method will be used for this implementation. These are the benefits of this approach;

- Minimal impact on your business due to staffing resources based on the needs of our customer which incorporate the best use of onsite and virtual interaction
- An efficient implementation process won't waste your time with starts and stops. We'll deliver a solid plan using a seasoned team of experts who get it right the first time
- We offer a variety of convenient training options to fit any budget - at your desk, at our offices, or at your location

TRAVEL EXPENSES

Billable travel expenses will be charged pursuant to the terms and conditions contained within the KRONOS SALES, SOFTWARE LICENSE AND SERVICE AGREEMENT or the KRONOS SUBSCRIPTION PROGRAM AGREEMENT, AS APPLICABLE. Resources may be used for the project that requires the payment of airfare, lodging and other related travel expenses. For additional information, see the Engagement Guidelines link in the Appendixes section of this document.

1.3 SIGNATURES AND APPROVALS

SUBMITTED AND APPROVED BY KRONOS REPRESENTATIVE

By: _____ Date: _____

This Statement of Work is subject to Escambia County's agreement with Kronos governing Professional and Educational Services. By signing below, Escambia County's authorized representative agrees to purchase the services described herein.

Very truly yours,

Kronos Incorporated

ACCEPTED AND AGREED

Escambia County

By: _____ Date: _____

Title: _____

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2 STATEMENT OF WORK DETAILS

2.1 SOLUTION ASSUMPTIONS

The following solution details have been discovered through analysis with Escambia County throughout the sales cycle and form the scope by which this project will be managed. Additional assumptions have been made, where necessary, in order to estimate the professional services required for Escambia County's solution.

Solution analysis and design may be performed during the Assess Phase(s) of the project in order for both parties to mutually agree on the Solution Design. If the solution or assumptions defined in this document change, Kronos and Escambia County will review and adjust the project scope and budget accordingly through standard Kronos change control procedures. Where applicable throughout this section, if not specifically stated as "Kronos to Implement" Escambia County is responsible for the implementation or configuration.

2.1.1 GENERAL IMPLEMENTATION INFORMATION

Item	Total	Kronos to Implement
No. of Employees	1200	1200
Manager	200	200

2.1.2 EXISTING SYSTEMS LIST

2.1.2.1 Kronos Products

Product	Version	Features
Workforce Timekeeper	v5.2	
Workforce Manager WTK	v5.2	
Workforce Employee WTK	v5.2	
Workforce Record Manager	v5.2	
Workforce HR	v5.2	
Workforce HR/PR Administrator	v5.2	
Workforce Employee HR/PR	v5.2	
Workforce Manager HR/PR	v5.2	
Workforce Connect	v5.2	

2.1.3 WORKFORCE UPGRADES

Item	Scope and Assumptions
Existing Modules / Features	Existing modules and features will be upgraded and tested applicable to the version purchased.
Existing Configuration	Existing configuration will be upgraded applicable to the version purchased. Any changes to pay/work rules or other configuration are not included in a standard upgrade estimate; however, additional consulting services may be purchased to perform this and will be shown later in this document if included in project scope.
New Features	Only features listed in the Software and Interfaces table in the Executive Summary are included in this project.
Interfaces	Escambia County has 3 interface(s) that require upgrading 1 of these needs modification and we will build a completely new interface. Hours for Interface Discovery are included to upgrade the existing interfaces . 3 New interfaces are also included and described in the interface table 2.1.5. Any additional time that may be required for a change in complexity will be managed through the Kronos standard Change Control procedures.
Terminals (4500 clocks)	Escambia County has 16 terminal(s) that will be utilized with the upgraded software. Kronos will be responsible for upgrading/testing 2 of these terminals in conjunction with Escambia County, and the remainder of the terminals will be upgraded/tested by Escambia County resources.
Business Procedures and Policies	Escambia County is responsible for reviewing all new functionality of the solution, determining the impact on the organization and developing and communicating any new workforce management policies or business procedures to support the Kronos solution.
Custom Reports	Upgrades to custom reports are not included as part of a standard upgrade. This Statement of Work includes time to assess Escambia County's 1 custom reports.
Crystal Reports	HR/payroll reports can be run in customer's existing Crystal Reporting environment. Customer is responsible for coding and testing any reporting changes it requires. Kronos professional services are available for analysis and writing of custom reports. Support for the Crystal Reporting environment is available through the vendor, Business Objects.
Navigators	Kronos will implement Kronos Recommended navigators for up to 5 workforce management roles in Escambia County's organization. Limited changes to the default configuration of these Kronos Recommended navigators is included, such as updating the configuration of a navigator to include customer-specific Workforce Central configuration and the renaming of individual items in a navigator. Additions of new content or changes in layout/design are not included.

OPTIONAL FEATURES TO BE IMPLEMENTED

Item	Scope and Assumptions
Alerts	The estimated number of alert conditions is 2 and Kronos is to implement 2 of them. Any remaining alerts will be configured by customer resources. Each alert can be composed of both a "warning" and a "threshold" notification. Hours are included for the modification of the Person Interface for the assigning of cascading profiles to the employees.
Generic Data Access Profiles	This statement of work includes the implementation of 0 Generic Data Access Profiles. The hours include any changes needed to Function Access Profiles.

2.1.4 WORKFORCE INTEGRATION MANAGER

CORE PRODUCT

Item	Scope and Assumptions
General Assumptions	Kronos will: <ul style="list-style-type: none"> • Install the Workforce Integration Manager™ module on all Workforce Central application servers • Install Workforce Integration Manager – Interface Designer on 2 Windows machines • Assess and configure generic data access profiles and functional access profile to accommodate Workforce Integration Manager users
Mapped Folder/Connections Configuration	Hours are included for Kronos to configure Mapped Folder/Connections.

2.1.5 INTERFACES

Interfaces	Scope and Assumptions
Type From To Interface Name	Benefit Vendor Export Workforce HR Delta Dental WHR To BCBS BenProv
Type From To Interface Name	Benefit Employee Export Workforce HR Pentamation WHR To BCBS BenProv
Type From To Interface Name	Benefit Vendor Export Workforce HR BCBS WHR To BCBS BenProv
Type From To Interface Name	Benefit Vendor Export Workforce HR Vision Care WHR To Vision Care BenProv
Type From To Interface Name	Payroll Export Workforce WFTK Pentamation WFTK To Pentamation Pay Exp
Type From To Interface Name	Accrual Import Pentamation WFTK Pentamation to WFTK Acc Imp

CORE PRODUCT

Item	Scope and Assumptions
Interface Discovery	<p>The interfaces identified may require additional discovery which may result in a change in the scope of this project.</p> <p>The interfaces designated as "Discovery Only" include only assessment hours to develop interface specifications. Change order(s) will be presented to Escambia County for additional development test and support hours for these interfaces.</p>
Data Files	<p>When Kronos provides data via an interface to a non-Kronos system, Kronos will provide an export file. The data will consist of elements contained within the database. It is Escambia County's or the third-party's responsibility to import that data file to update the appropriate database. Escambia County will work directly with all third-party vendors during assessment and testing. If Kronos is to lead these conversations for Escambia County, additional effort and scope will be required.</p> <p>When a non-Kronos system provides data via an interface to Kronos, it is Escambia County's responsibility to get a file created that can be imported to the Kronos system. If the import interface is listed above, then Kronos will complete the import to the Kronos system. If the import interface is not listed above, additional hours can be arranged through the Kronos change control procedures.</p>
ODBC Connections	The source and/or destination systems support available ODBC connections.
Test Data and Testing	Escambia County will provide test data and all necessary interface file layouts/interface formats. The customer will also be responsible for testing all interfaces, including testing the results to/from third-party providers. The test results will be shared with Kronos.

2.1.6 TECHNOLOGY

Item	Scope and Assumptions
Technology Resources	<p>Escambia County is responsible for providing and installing all hardware, operating system software, database software and non Kronos-provided software necessary for the operation of the Kronos application.</p> <p>Escambia County should provide appropriate technical resources to minimize any technology risks identified throughout the implementation.</p>
Database	<p>The database will be installed on SQL Server. If the database is Oracle RAC additional services may be required.</p> <p>Escambia County is responsible for installation of the database software such as Oracle or SQL Server with the recommended service packs.</p>
Application Server Software	JBOSS - Kronos Provided on 2 server(s) or images. If the application server is Oracle, WebLogic, or WebSphere, additional services may be required.
Operating System	Microsoft Windows
Supported Systems	Not all operating systems, application server software, Web browsers, etc., are supported for all Workforce products and features. Please contact your Kronos technical representative for detailed information.
Environments to Be Utilized During Implementation	<p>Production</p> <p>Test</p> <p>Archive</p>

Item	Scope and Assumptions
	Escambia County understands that Kronos recommends a minimum of two environments i.e., Test and Production
Additional Technology Factors	<p>LDAP (Lightweight Directory Access Protocol) will be used as a security authentication method but not for all users.</p> <p>Active Directory – Plan & Verify Services: The functionality would have Kronos authenticate through active directory / LDAP so the Kronos usernames and passwords would be in sync with the network logins. Under this model, users would log into the computer and then log into the Kronos application.</p> <p>If applicable, hours have also been included for the modification of the existing employee demographics interface.</p> <p>A load balance configuration is recommended if two or more application servers are implemented.</p> <p>Escambia County has advised that they will utilize load balancing.</p> <p>Escambia County will not be utilizing a DMZ (demilitarized zone) for security purposes.</p> <p>Single sign-on will not be setup to have user’s network login credentials be used to access the Kronos application(s).</p> <p>SSL (Secure Sockets Layer) will not be utilized to encrypt information passing back and forth from the Kronos application.</p>
Server Specifications	Escambia County will provide hardware server specifications to Kronos resources for all servers that will be involved in the implementation, based on the Kronos’ Hardware Recommendations Report.
Remote Connectivity	When Kronos resources are working remotely, they will have access to Escambia County’s Kronos system via a mutually agreed-upon standard.

2.2 PROFESSIONAL SERVICES

2.2.1 PROJECT MANAGEMENT LEVEL OF SERVICE / ESTIMATED SERVICES

The project management service offerings; project support, project management and program management have been reviewed and based on discussions regarding the solution and technology complexities, as well as on the customer internal dynamics, the “Project Management” level of service will be used for this project.

The Customer Project Manager under this level of support will partner with the Kronos Project Manager to align the desired project outcomes, producing key results related to the critical Workforce Management business needs. The Customer Project Manager assists the Kronos Project Manager by managing Customer Team member responsibilities as necessary for success in the overall implementation process; however, Kronos leads the Kronos Team members and the overall implementation process.

This level of support is suggested when the Customer Project Manager has experience leading by directing, coaching, and facilitating Customer Team resources. Usually having a background in resource evaluation and staffing, change management, and team building, the Customer Project Manager monitors the progress and completion of project milestones towards achieving the project completion date. He or she also helps resolve any surprises or concerns that may arise during the implementation.

Should the level of required project management services increase, or should there be an extension to the project duration, additional services can be purchased through the Kronos standard change control procedures. For Workforce Central implementations and more information regarding project management services, please refer to the Customer Implementation Guide in the Appendixes section.

SERVICES IMPACT

Product/Service	Hours
Project Management Services	52
Workforce Suite	154
Workforce Record Manager	40
Workforce Integration Manager Upgrade Interfaces listed in table 2.1.5 3 existing (1 will need to be modified) and 3 new interfaces	100
Consulting Services <ul style="list-style-type: none"> - Discuss and asses possible Escambia requested pay rule changes - Discuss and asses possible Escambia requested reorganization changes - Updates and additions will be made to the pay rules set up following the assessment. 	40
Total	386

*The term “project management services” refers to the weekly level of effort for the project manager to manage the project according to the level of service selected. For Workforce Central implementations please see the Customer Implementation Guide for more information regarding the level of project management services. These services are a fraction of the total project manager’s hours and responsibilities. The project manager is also involved in specific tasks throughout the project implementation including some general implementation tasks as well as product specific tasks.

2.3 PROFESSIONAL SERVICES BY ROLE

This table outlines the professional services related to project implementation. It represents the services by role, rate and part number that have been identified throughout this Statement of Work.

Role	Actual	Rate	Total
Project Manager (9990002-ONL)	40	\$180.00	\$7,200.00
Application Consultant (9990002-ONL)	168	\$180.00	\$30,240.00
Solution Consultant (9990002-ONL)	4	\$180.00	\$720.00
Technology Consultant (9990002-ONL)	48	\$215.00	\$10,320.00
Project Manager (9990003-ONL)	12	\$180.00	\$2,160.00
Application Consultant (9990003-ONL)	50	\$180.00	\$9,000.00
Technology Consultant (9990003-ONL)	32	\$215.00	\$6,880.00
Education Consultant (9999913-0)	32	\$215.00	\$6,880.00
TOTAL	386		\$73,400.00

2.4 EDUCATIONAL SERVICES

Kronos Educational Services offers a full schedule of classes in the virtual classroom to give guided instruction on how to best utilize the software. More advanced and technical courses are offered in the traditional classroom at locations across the country. All Kronos courses are designed with extensive hands-on practice exercises to reinforce new skills and concepts.

Training points allow you to plan and budget training for your organization, yet give you flexibility to select specific courses to meet your implementation and continuing education needs. Training points can be used toward instructor-led training in the virtual classroom, in the traditional classroom, and for customer exclusive training. Pricing for public classes, both virtual and in a Kronos classroom, is based on one student per paid seat. Pricing for each private event is based on a daily rate for the number of planned attendees. If additional students attend training, additional fees may be incurred.

Kronos recommends the best practice of having at least two individuals from your organization receive training on the Kronos solution. Selecting one primary and one backup resource from within your functional and technical teams ensures adequate coverage in the event of an urgent change or support request or employee turnover.

For complete course descriptions, objectives, and pre-requisite information, please see the Kronos Education learning paths that your Kronos salesperson will provide, or visit <http://www.kronos.com/Support/Education.htm>.

Kronos provides training on the most recent version of the applications so some content may differ from the installed version.

2.4.1 SELECTED TRAINING

Course Name	# of Seats/Qty	Points	Total Points
Workforce Timekeeper Upgrade			
Preparing to Upgrade a Workforce Timekeeper Environment (included in KPASS)	1	0	0
Preparing to Upgrade to WFC 6.3 (included in KPASS)	UNLIMITED	0	0
Upgrading to WFC 6.3	1	1200	1200
WFC 6.2 to 6.3 New Features Overview – Project Team & Admin (Included in Kpass)	UNLIMITED	0	0
WFC 6.3 Configuring Navigators (Included in Kpass)	UNLIMITED	0	0
WFC 6.3 Manager and Employee Navigator Training Kit (Included in Kpass)	UNLIMITED	0	0
WTK 6.0 to 6.3 New Features Overview – Project Team & Admin (Included in Kpass)	UNLIMITED	0	0
WTK 6.1 to 6.3 New Features Overview – Project Team & Admin (Included in Kpass)	UNLIMITED	0	0
Workforce HR Upgrade			
WF HR 6.1 to 6.3 New Features Overview – Project Team & Admin (Included in Kpass)	UNLIMITED	0	0
WF HR 6.2 to 6.3 New Features Overview – Project Team & Admin (Included in Kpass)	UNLIMITED	0	0

Course Name	# of Seats/Qty	Points	Total Points
Workforce Payroll Upgrade			
WF PR 6.1 to 6.3 New Features Overview – Project Team & Admin (Included in Kpass)	UNLIMITED	0	0
WF PR 6.2 to 6.3 New Features Overview – Project Team & Admin (Included in Kpass)	UNLIMITED	0	0
Workforce Integration Manager			
WIM 6.1/6.2/6.3 Basic Interface Programming	1	3250	3250
Workforce Timekeeper			
WFC 6.3 Administering the Application	2	1200	2400
WTK 6.3 Configuring & Managing Pay Rules	1	2400	2400
WTK 6.3 Managing Timecards & Preparing for Payroll	2	1000	2000
Workforce Integration Manager Upgrade			
WIM 6.3 Upgrading from Connect 6.0 to WIM 6.1/6.2/6.3	1	500	500

TRAINING POINT SUMMARY

Part Number	Total Points	Price Per Point	Extended Price
TRAINPTS	11750	\$0.90	\$10,575.00

2.4.2 EDUCATION CONSULTING SERVICES

	Hours	Total Cost
Education Consulting Services		
Workforce Timekeeper Upgrade End User Education Package	32	\$6,880.00

2.4.3 WORKFORCE TIMEKEEPER UPGRADE - END USER EDUCATION PACKAGE

The Workforce Timekeeper Upgrade End User Education Package includes an exclusive set of educational services conducted remotely via the Web by a Kronos education consultant. These services are designed to support the development of course content and corresponding deployment of upgrade training for employees.

The package is offered in addition to virtual classroom training for the project team and is targeted toward those individuals responsible for training end users. Elements of this end user education package include:

- Services conducted remotely via the Web
- Recommended participants: project team and resources responsible for training
- Deliverables:
 - Demonstration of new Workforce Timekeeper features and differences applicable to upgrade
 - Identification of new tasks relevant to end users, including refresher tasks, if any
 - Definition of new business process to be implemented
 - Creation of a Workforce Timekeeper Differences quick reference guide for managers (Microsoft Word format)
 - Delivery of a Differences Pilot Workshop for up to ten participants

3 APPENDIXES

3.1 ADDITIONAL REFERENCE DOCUMENTS

3.1.1 ENGAGEMENT GUIDELINES

For information related to Kronos' Engagement Guidelines, please point your browser to

<http://www.kronos.com/Support/ProfessionalServicesEngagementPolicies.htm> for information relating to:

- Professional Services and Educational Services Policies
 - Cancellation Policies
 - Change Order Process
 - Travel

3.1.2 CUSTOMER IMPLEMENTATION GUIDE

For Workforce Central implementations please refer to the Kronos Customer Implementation Guide for information relating to:

- Implementation Methodology Tasks and Preparatory Information
- Detailed Project Resourcing Outlines
- Project Management Services and Processes
- Kronos Education
- Professional Services Policies and Procedures including non-business hour rate structure

Note: If the Kronos Customer Implementation Guide was not provided with this Statement of Work, please contact your Kronos sales executive for a copy.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3070

County Administrator's Report 13. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/23/2012

Issue: Authorization of Travel Expenses - Candidates for the Human Resources Department Director Position

From: Charles R. (Randy) Oliver, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Authorization of Travel Expenses for Candidates for the Position of Human Resources Department Director - Charles R. "Randy" Oliver, County Administrator

That the Board authorize up to \$5,000 for travel expenses for the final four candidates to travel to Escambia County to be interviewed for the Human Resources Department Director position.

[Funding Source: Fund 001, General Fund, Cost Center 110201, Account 54001]

BACKGROUND:

The Human Resource Selection Committee members (Charles R. "Randy" Oliver, Amy Lovoy, Kathleen Dough-Castro, Michael Weaver, Wes Moreno, and Ryan Ross) held telephone interviews on Wednesday, August 8, 2012, and ranked the top five candidates for the position of Human Resource Director. One of the candidates subsequently dropped out. Three of the four candidates are from outside the area. Travel expenses will include the candidates' hotel rooms, meals, cab fare, parking, and airplane fare or mileage.

BUDGETARY IMPACT:

Depending on the number of candidates, three to four, who accept a face-to-face interview, up to \$5,000 will be spent on travel expenditures. Funding is available in the following Cost Center/Account: General Fund (001), Cost Center 110201, Account 54001.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Board's Policy on Out-of-County Travel, Section 1, Part C.4, as well as the provisions of Florida Statutes referenced in the Policy.

IMPLEMENTATION/COORDINATION:

The County Administrator's Office will be responsible for coordinating the travel and handling the payment of travel expenses through Accounts Payable.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3087

County Administrator's Report 13. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/23/2012

Issue: Individual or Blanket Purchase Orders per PD 10-11.065 General Paving and Drainage Pricing Agreement

From: Keith Wilkins, REP, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Issuance of Individual or Blanket Purchase Orders, Per PD 10-11.065, General Paving and Drainage Pricing Agreement - Keith Wilkins, REP, Community & Environment Department Director

That the Board authorize the issuance of Individual or Blanket Purchase Orders, per PD 10-11.065, General Paving and Drainage Pricing Agreement, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Purchases and Contracts, to the following contractors in Fiscal Year 2011-2012, not to exceed \$1,500,000 in total:

Panhandle Grading & Paving, Inc.
APAC Mid-South, Inc.
Utility Service Co., Inc.
Gulf Atlantic Constructors, Inc.
Heaton Brothers Construction Co., Inc.
Starfish, Inc., of Alabama
Roads, Inc., of NWF

[Funding: Fund 151, Community Redevelopment Agency, Cost Centers 220515, 220516, 220517, 220519, and 220520]

BACKGROUND:

The Invitation to Bid (ITB) for PD 10-11.065 General Paving & Drainage Agreement was approved by the Board of County Commissioners on 09/15/2011. This solicitation provides for small-scale paving, drainage and resurfacing projects up to \$350,000.00, with the value of a project exceeding no more than 10% in BOL items. The pricing agreement is a unit price agreement with multiple vendors. The CRA cost centers were not included in the original Recommendation. This Recommendation adds CRA cost centers to allow use of the Pricing Agreement.

BUDGETARY IMPACT:

Funding is available in Fund 151, Community Redevelopment Agency, Cost Centers: 220515, 220516, 220517, 220519, 220520

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration is not part of this purchase order request.

PERSONNEL:

The Public Works Department/Engineering Division staff shall perform the function of Contract Administration and Management with the assistance of the Office of Purchasing for specific needs.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Purchases and Contracts, provides for Board approval of contracts in the amount of fifty thousand dollars (\$50,000) or greater.

IMPLEMENTATION/COORDINATION:

This request has been prepared in coordination with the Purchasing, Accounting and Engineering Divisions.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3086

County Administrator's Report 13. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 08/23/2012

Issue: SBA#228 - Corrections Department Insurance Reimbursement

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #228 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #228, Misdemeanor Probation Fund (114) in the amount of \$356,825, to recognize insurance proceeds due to the damages related to the June 2012 flood event at the Corrections County Office Building (COB), and to appropriate these funds for equipment replacement and various operating expenditures.

BACKGROUND:

In June 2012 Escambia County experienced a heavy rainfall event that flooded many parts of the County. The Corrections COB Building was flooded as a result. We are now receiving insurance reimbursements for those damages to buildings and equipment. These proceeds will assist with getting County Probation back to its normal operations at the COB Facility.

BUDGETARY IMPACT:

This amendment will increase Fund 114 by \$356,825.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#228

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2012-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, the Escambia County has received Insurance proceeds for flood damages in June 2012. These damages occurred at the COB Building and is part of the Corrections Department operations. These funds must now be recognized and appropriated to cover replacement equipment and various operating supplies.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2012:

Misdemeanor Probation Fund Fund Name	114 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Insurance Proceeds	114	369008	356,825
Total			<u>\$356,825</u>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Other Contractual Services	114/290301	53401	50,000
Operating Supplies	114/290301	55201	166,825
Machinery & Equipment	114/290301	56401	140,000
Total			<u>\$356,825</u>

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Deputy Clerk

Wilson B. Robertson, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#228



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3061

County Attorney's Report 13. 1.

BCC Regular Meeting

Action

Meeting Date: 08/23/2012

Issue: Sonny Aplin Workers' Compensation Settlement

From: Ryan E. Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of a Workers' Compensation Settlement to Former Employee Sonny Aplin

That the Board approve a Workers' Compensation settlement for Sonny Aplin, in the amount of \$25,000, including attorney's fees and costs. In return for the settlement amount, Mr. Aplin will execute a general release of liability and waiver of future employment.

BACKGROUND:

Mr. Aplin is a 46 year-old former employee who injured his right leg and knee while unloading a lawnmower from a trailer on September 25, 2007. He is presently under the care of Dr. Richard Sellers. Dr. Sellers has recently recommended knee surgery. To date, the County has expended \$2,646.18 in indemnity benefits and \$21,021.74 in medical treatment for this claim.

The County's third party adjuster, PGCS, estimates the value of future medical costs at \$44,756.04 and the value of future post-surgery indemnity benefits at \$5,000.00. To reduce the County's future exposure, Mr. Aplin has agreed to settle his workers compensation claim for \$25,000.00, inclusive of attorney's fees and costs. This settlement amount includes the cost of his recommended surgery. In exchange for this settlement amount, Mr. Aplin will execute a general release of liability and waiver of future employment on behalf of the County.

BUDGETARY IMPACT:

Reserves are coordinated through Risk Management and the County's third-party carrier, Preferred Governmental Claims Solutions. Monies are paid out of Fund 501, Account 239898.

LEGAL CONSIDERATIONS/SIGN-OFF:

This agreement was negotiated by Ryan E. Ross, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A
