

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.

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA

Board of County Commissioners

Regular Meeting – July 11, 2013 – 5:30 p.m.

Ernie Lee Magaha Government Building – 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, unless otherwise determined by the Chairman, 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 Valentino.
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. Presentations:

- A. Plaque to Gregory P. Farrar in recognition of his dedicated service as Commissioner Grover C. Robinson IV's appointee to the Escambia County Animal Services Advisory Committee from February 17, 2011, through April 29, 2013; and
- B. Plaque to Larry K. Aiken in recognition of his dedicated service as the Board of County Commissioners' appointee to the Enterprise Zone Development Agency Board from October 16, 2006, through June 28, 2013.

7. Proclamations.

Recommendation: That the Board adopt the following six Proclamations:

- A. The Proclamation commending and congratulating Willie Donald on his selection as the "Employee of the Month" for July 2013;
- B. The Proclamation recognizing and commending the "Blue Angels" for their dedication, leadership, and service to our community, our country, and the Armed Forces;
- C. The Proclamation congratulating and commending the Santa Rosa Island Authority and Mr. Buck Lee, Executive Director, for their dedication and leadership in bringing the 2013 Pensacola Beach Air Show to Escambia County to once again thrill our citizens and visitors;
- D. The Proclamation extending a warm welcome to Imperial Potentate John A. Cinotto upon the occasion of his visit to Escambia County, Florida;
- E. The Proclamation extending a warm welcome to Most Worshipful Grand Master Danny R. Griffith, Grand Master of Free and Accepted Masons of the State of Florida, upon the occasion of his visit to Escambia County, Florida; and
- F. The Proclamation proclaiming Thursday, July 25, 2013, as "ADA: Great Strides – Great Purpose Day," in Escambia County and urging all citizens to join in expressing their appreciation to the numerous individuals and organizations in Escambia County and Northwest Florida for their efforts to promote the civil rights of people with disabilities, celebrating the passage and accomplishments of this historic civil rights act, and extending best wishes to all observing this day.

8. Written Communication.

May 7, 2013 - Communication from Raymond B. Palmer, Esq., representing William and Norma Irvine, requesting the Board accept an offer of \$500 for the partial release of a Code Enforcement Lien attached to property located at 2001 West Jordan Street.

Recommendation: That the Board review and consider lien relief request made by Raymond B. Palmer, Esq., against property located at 2001 W Jordan Street.

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 not 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.

The owner has no other recourse but to appeal before the Board under Written Communication.

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. Public Hearing for consideration of the Petition to Vacate a portion of Scott Street, as petitioned by James and Rebecca Fisher.

Recommendation: That the Board take the following action concerning the Petition to Vacate a portion of Scott Street, as petitioned by James and Rebecca Fisher:

A. Approve or deny the Petition to Vacate a portion of Scott Street, approximately 0.23 acres, as petitioned by James and Rebecca Fisher;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

11. 5:32 p.m. Public Hearing for consideration of the renewal of a Permit to Construct and/or Operate a Land Clearing Disposal Management Facility for Oak Grove Land Clearing Debris Disposal Pit.

Recommendation: That the Board authorize the renewal of a Permit to Construct and/or Operate a Land Clearing Disposal Management Facility for Oak Grove Land Clearing Debris Disposal Pit, located at 745 County Road 99 North, Walnut Hill, Florida, owned by Escambia County.

[Funding: Fund 401, Solid Waste, Account Number 343402]

12. 5:33 p.m. Public Hearing concerning General Releases and transferring natural gas rights from the City of Pensacola to the City of Gulf Breeze.

Recommendation: That the Board take the following action concerning General Releases and the transfer of natural gas rights:

A. Accept and acknowledge the three executed General Releases, as follows:

1. General Release from the City of Pensacola (Santa Rosa Island);
2. General Release from the City of Pensacola (Okaloosa Gas District); and
3. General Release from the City of Gulf Breeze;

B. Conduct the 5:33 p.m. Public Hearing approving the transfer of the natural gas franchise rights from the City of Pensacola to the City of Gulf Breeze for the distribution and sale of natural gas, with respect to that portion of Santa Rosa Island in the provided Agreement for Natural Gas Franchise Assignment dated February 4, 2013; and

C. Approve the terms of the Agreement for Natural Gas Franchise Assignment between the Cities of Gulf Breeze and Pensacola.

13. 5:34 p.m. Public Hearing for consideration of adopting a Natural Gas Franchise Ordinance with the City of Gulf Breeze.

Recommendation: That the Board adopt a Natural Gas Franchise Ordinance between Escambia County and the City of Gulf Breeze regarding natural gas services on Santa Rosa Island.

14. 5:35 p.m. Public Hearing for consideration of adopting a Natural Gas Franchise Ordinance with the City of Pensacola.

Recommendation: That the Board adopt a Natural Gas Franchise Ordinance between Escambia County and the City of Pensacola, which includes the unincorporated areas of Escambia County, excluding Santa Rosa Island.

15. 5:36 p.m. Public Hearing for consideration of adopting an Ordinance relating to traffic and vehicles.

Recommendation: That the Board adopt an Ordinance to amend Volume 1, Chapter 94, Article I, Section 94-1, of the Escambia County Code of Ordinances, relating to traffic and vehicles.

16. 5:37 p.m. Public Hearing for consideration of adopting an Ordinance creating the Millview Estates II Subdivision Street Lighting MSBU.

Recommendation: That the Board adopt, and authorize the Chairman to sign, the Ordinance creating the Millview Estates II Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual lot, but also increases safety in the District surrounding individual lots and the ability of lot owners to use their individual lots after dark;

B. The benefit from improved street lighting varies according to the relative size of the affected lots; residential lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each lot and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and

D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment.

17. 5:40 p.m. First Public Hearing to consider adopting an Ordinance imposing a temporary moratorium on permitting of new construction of solid waste management facilities.

Recommendation: That the Board review the Ordinance placing a temporary moratorium on the issuance of any permits, development orders, or other approval for any new construction of solid waste management and disposal facilities.

This Hearing serves as the first of two required Public Hearings before the Board of County Commissioners.

18. Committee of the Whole Recommendation.

Recommendation: The Committee of the Whole (C/W), at the July 2, 2013, Special C/W Workshop, recommends that the Board take the following action:

A. Approve the Revised Standard Agreements, as follows, relative to discussion concerning Purchasing Procedures:

(1) The following Construction Contracts:

- (a) Form A: *Construction- A/E Designed*
- (b) Form B: *Construction*
- (c) Form C: *Design-Build*
- (d) Form D: *Road/Drainage*
- (e) Form I: *Bridges, Docks and Boat Ramps*

(2) The following Professional Consulting Services Contracts:

- (a) Form F: *Consulting Services for Task Orders*
- (b) Form G: *Consulting Services for Stand-Alone Projects*
- (c) Form H: *Consulting Services for Study*

B. Take the following action concerning the Assignment of Agreements between the Sheriff's Office of Escambia County and Trinity Services Group, Inc., to Escambia County:

(1) Approve, and authorize the Chairman to execute, the Assignment of Agreement between the Sheriff's Office of Escambia County and Trinity Services, Group, Inc., to Escambia County, Florida, relating to inmate food services at the Escambia County Corrections Facility and Escambia County Jail;

(2) Approve, and authorize the Chairman to execute, the Assignment of Agreement between the Sheriff's Office of Escambia County and Trinity Services, Group, Inc., to Escambia County, Florida, relating to commissary management services at the Escambia County Sheriff's Office facilities; and

(3) Agree, in concept, that if any fees or litigation arise related strictly to the Assignments, the County will be responsible for addressing those, including on behalf of the Sheriff's Department.

19. 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 Documents Provided to the Clerk to the Board's Office

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

A. The original *Amendment Number One to the October 19, 2012 Grant-In-Aid Agreement for Post-Adjudicatory Drug Court Expansion in Escambia County, Florida*, as executed by the Chairman on May 23, 2013, based on the Board's October 4, 2012, action approving the Grant-In-Aid Agreement, and received in the Clerk to the Board's Office on June 10, 2013; and

B. The recorded *Escambia County Community Redevelopment Agency Commercial Facade, Landscape, and Infrastructure Grant Program Lien Agreement*, in the amount of \$7,800, for property located at 106 New Warrington Road, owned by Pete Moore Chevrolet, Inc., as approved by the Board on August 23, 2012, and recorded in Official Records Book 7033, Pages 84 and 85, on June 18, 2013.

2. 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 prepared by the Clerk to the Board's Office:

A. Approve the Minutes of the Regular Board Meeting held June 20, 2013;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held June 20, 2013;

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole (C/W) Workshop held June 13, 2013; and

D. Accept, for filing with the Board's Minutes, the Report of the Special Committee of the Whole (C/W) Workshop held June 10, 2013.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. Recommendation Concerning the Review of the Rezoning Cases heard by the Planning Board on June 3, 2013

That the Board take the following action concerning the rezoning cases heard by the Planning Board on June 3, 2013:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2013-04, Z-2013-11, and Z-2013-12 or remand the cases 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 cases that were reviewed.

1. Case No.: Z-2013-04

Address: 2842 Nowak Dairy Road
Property Reference No.: 36-1N-31-2000-000-000; 36-1N-31-1200-000-000
Property Size: 47.98 (+/-) acres
From: VAG-2, Villages Agriculture Districts, Gross Density (one du/five acres)
To: V-2, Villages Single-Family Residential, Gross Density (two units/acre)
FLU Category: MU-S, Mixed-Use Suburban
Commissioner District: 5
Requested by: Buddy Page, Agent for, Poly Surveying
Planning Board Recommendation: Denial
Speakers: Buddy Page, Brett Orrell, Vince Lacoste, James Wells, William Thompson, Richard Moye, Karl Henderly, Dominique Hudgens, Jeanne Henderly, Peter Hurd, Jack Walters, Jan Walters, Carter Granat, Lynn McNorton,

2. Case No.: Z-2013-11

Address: 10200 Pensacola Boulevard
Property Reference: 09-1S-30-1101-000-009
Property Size: 2.37 (+/-) acres
From: C-1, Retail Commercial District (cumulative) (25 du/acre)

To: C-2, General Commercial and Light Manufacturing District (cumulative) (25 du/acre)
FLU Category: C, Commercial
Commissioner 5
District:
Requested by: Frank Sanders, Owner
Planning Board Approval
Recommendation:
Speakers: Frank Sanders

3. Case No.: Z-2013-12

Address: 7649 Mobile Highway
Property Reference: 17-1S-31-4201-000-000
Property Size: 10.5(+/-) acres
From: R-2, Single-Family District (cumulative), Low-Medium Density (seven du/acre)
To: AG, Agricultural District, Low Density (1.5 acres/du)
FLU Category: MU-S, Mixed-Use Suburban
Commissioner 1
District:
Requested by: Susan Thibodeaux, Owner
Planning Board Approval
Recommendation:
Speakers: Susan Thibodeaux

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 cases heard by the Planning Board on June 3, 2013 and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Articles 3 and 13

That the Board adopt an Ordinance to the Land Development Code (LDC) Article 3, "Definitions," Section 3.02.00, Article 13, Section 13.22.02, "Design Guidelines for Signs and Outdoor Displays," adding Section 13.23.00, "Exterior Lighting for New Construction and Existing Lighting on Pensacola Beach that Protect Nesting Sea Turtles and Hatchlings."

This draft ordinance was approved by the Santa Rosa Island Authority on May 1, 2013.

4. 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance
Amending Article 6, To Allow Parks & Recreational Facilities in Agricultural
Zoning

That the Board adopt an Ordinance to the Land Development Code (LDC) Article 6, Zoning Districts to allow Parks & Recreational Facilities in Agricultural Zoning.

This hearing serves as the second of two required public hearings before the Board of County Commissioners (BCC) as set forth in Section 2.08.04 (b) and F.S. 125.66(4)(b).

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

That the Board authorize the scheduling of the following Public Hearings:

Thursday, August 8, 2013

A. 5:45 p.m. - A Public Hearing to amend the official Zoning map to include the following Rezoning Cases that were heard by the Planning Board on July 1, 2013.

1. Case No.: Z-2013-13

Address: 12511 Lillian Highway
Property Reference No.: 02-2S-32-6000-005-002
Property Size: 3.26 (+/-) acres
From: R-4, Multiple-Family District, (cumulative)
Medium-High Density (18 du/acre)
To: C-1, Retail Commercial District (cumulative) (25 du/acre)
FLU Category: MU-S, Mixed-Use Suburban
Commissioner District: 1
Requested by: Bobby and Sally Reynolds, Owners

2. Case No.: Z-2013-14

Address: 7585 Mobile Highway
Property Reference No.: 16-1S-31-3304-000-003
Property Size: 3.92 (+/-) acres
From: R-2, Single-Family District, (cumulative), Low-Medium Density (seven du/acre)
To: AG, Agricultural District, Low Density (1.5 acres/du)
FLU Category: MU-S, Mixed-Use Suburban
Commissioner District: 1
Requested by: Albert and Marie Jones, Owner

3. Case No.: Z-2013-15

Address: 6365 Helms Road

Property Reference 21-1S-31-2101-001-001 and 20-1S-31-1101-000-000
No.:

Property Size: 99.97 (+/-) acres

From: AG, Agricultural District, Low Density (1.5 acres/du)

To: R-1, Single-Family District, Low Density (four du/acre)

Commissioner 1

District:

Request by: Brian Brown, Agent for Figure 8 (Florida), LLC

B. 5:46 p.m. - A Public Hearing - Comprehensive Plan Amendment - Family Conveyance

C. 5:47 p.m. - A Public Hearing - LDC Article 6 - Family Conveyance

D. 5:48 p.m. - A Public Hearing - LDC Article 6 - Allowing Alcohol Sales in R-3PK Zoning

E. 5:49 p.m. - A Public Hearing - Urban Service Area - USA-2013-01 - Navy Federal Credit Union

F. 5:50 p.m. - A Public Hearing - LDC Article 13 - Marina Siting, Docks and Piers in the Right of Way

G. 5:51 p.m. - A Public Hearing - LDC Article 6 - Allowing Chickens as Accessory Uses to Single Family Dwellings

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Reappointments to the Contractor Competency Board - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board take the following action concerning nine reappointments to the Escambia County Contractor Competency Board:

A. Waive the Board's Policy, Section I, Part B. 1. (D), Appointment Policy and Procedures;

B. Reappoint retroactively the following three members, for a three-year term, effective October 1, 2012, through September 30, 2015:

1. David Lee Schwartz, Retired (Swimming Pool Contractor);

2. Michael E. Batchelor, Batchelor's Incorporated Roofing Contractors (Roofing Contractor); and

3. Victor Carl Wallace, Wallace Sprinkler & Supply, Inc. (Irrigation/Sprinkler Contractor); and

C. Reappoint retroactively the following six members, for a three-year term, effective May 1, 2012, through April 30, 2015:

1. James Trice Dukes, Summit Bank NA (Lay Person);

2. Leroy White, Leroy White Construction, Inc. (Building Contractor);

3. Verris "Mac" Magee, Master Gas Contractor, Expert Heating, A/C & Refrigeration, Inc. (Mechanical Contractor);

4. James F. "Jim" Lee, Whitman & Whitman Insurance (Lay Person);

5. Sam Menezes, Pensacola Christian College (Master Plumbing Contractor); and

6. James B. Reynolds, Retired (General Contractor).

2. Recommendation Concerning Reappointments to the Board of Electrical Examiners - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board take the following action concerning five reappointments to the Board of Electrical Examiners:

A. Waive the Board's Policy, Section I, Part B. 1. (D), Appointment Policy and Procedures;

B. Reappoint retroactively the following three members for a three-year term, effective May 1, 2012, through April 30, 2015:

1. David R. Hawkins, Gulf Power Company (Lay Person);

2. Thomas J. McElhany, McElhany Electric Company, Inc. (State Certified Electrical Contractor); and

3. James E. Simmons, Individual (Escambia County Licensed Electrician); and

C. Reappoint retroactively the following two members for a three-year term, effective October 1, 2012, through September 30, 2015:

1. John D. Scapin, II, Scapin Electric Company (State Certified Electrical Contractor); and

2. Joseph W. Moore, Jr., P.E., H.M. Yonge & Associates, Inc. (Active Consulting Electrical Engineer).

3. Recommendation Concerning a License Agreement by and between ADX Communications of Escambia, LLC, and Escambia County, Florida - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the License Agreement by and between ADX Communications of Escambia, LLC, and Escambia County, Florida:

A. Approve the Agreement to allow ADX Communications of Escambia, LLC, to install, at no cost to the County, a backup microwave communication system to facilitate the broadcast of public information from the Emergency Operations Center (EOC) during periods of declared local emergency; and,

B. Authorize the Chairman to sign the Agreement.

4. Recommendation Concerning an Appointment to the Escambia County Extension Council - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning an appointment to the Escambia County Extension Council:

A. Appoint Jean E. Yarter, replacing Jamie Hall, for Mr. Hall's remaining term of service, effective July 11, 2013, through November 30, 2014:

ZONE NAME AND ADDRESS

2 Jean E. Yarter, 1020 North Century Boulevard, McDavid, FL 32568

B. Request that the County Administrator's Office provide a letter of appointment to Jean E. Yarter.

5. Recommendation Concerning the Scheduling and Advertising of the First of Two Public Hearings Considering an Ordinance to the Land Development Code - Keith Wilkins, Community & Environment Department Director

That the Board approve scheduling and advertising the first of two Public Hearings on July 25, 2013, at 5:31 p.m., to consider an Ordinance to the Land Development Code (LDC); amending Article 2, "Administration," Section 2.14.02, to revise the language for clarity purposes; and amending Article 6, "Zoning Districts," Section 6.07.02, to amend certain R-3 and R-4 zoning district building design standards within the Barrancas Overlay District.

6. Recommendation Concerning a Perdido Bay Tribe Resolution and Renewal of Lease Agreement - Keith Wilkins, Community & Environment Department Director

That the Board take the following action regarding a Resolution Authorizing the Renewal of Lease of Real Property to the Perdido Bay Tribe of Southeastern Lower Muscogee Creek Indians, Inc., and the Renewal of Lease Agreement between Escambia County and the Perdido Bay Tribe of Southeastern Lower Muscogee Creek Indians, Inc.:

A. Adopt a Resolution authorizing the renewal of lease of real property to the Perdido Bay Tribe of Southeastern Lower Muscogee Creek Indians, Inc., for \$1 per year, for an additional five years commencing on July 10, 2013, and ending on July 9, 2018;

B. Authorize the Chairman to sign the Resolution;

C. Approve a Renewal of Lease Agreement between Escambia County and the Perdido Bay Tribe of Southeastern Lower Muscogee Creek Indians, Inc., for real property located at 3300 Beloved Path (f/k/a 1610 Albany Avenue), Pensacola, Florida, for \$1 per year, for an additional five years commencing on July 10, 2013, and ending on July 9, 2018; and

D. Authorize the Chairman to sign the Lease Agreement.

7. Recommendation Concerning the First Amendment to the Agreement to Provide Paratransit Transportation Services - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the First Amendment to the Agreement to Provide Paratransit Transportation Services between Escambia County and the Pensacola Bay Transportation Company, LLC:

A. Approve the First Amendment to the Agreement to Provide Paratransit Transportation Services; and

B. Authorize the Chairman to sign the First Amendment.

8. Recommendation Concerning the Scheduling of a Public Hearing Regarding the Fiscal Year 2012/2013 Federal Transit Administration 5307 Final Grant Application - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for July 25, 2013, at 5:34 p.m., for the purpose of receiving public comments concerning the Fiscal Year 2012/2013 Federal Transit Administration 5307 Final Grant Application by Escambia County Area Transit (ECAT) for Mass Transit Project Funding.

9. Recommendation Concerning a Reappointment to the Workforce Escarosa Board of Directors - Marilyn D. Wesley, Community Affairs Department Director

That the Board confirm the reappointment of Reagan L. McDaniel, Business Manager, International Brotherhood of Electrical Workers, to the Workforce Escarosa Board of Directors, as a labor representative, for a fifth three-year term, per the end date of his previous appointment, with the term of appointment to be effective August 1, 2013, through July 31, 2016, with special dispensation requested for this additional term of service.

10. Recommendation Concerning an Appointment to the Workforce Escarosa Board of Directors - Marilyn D. Wesley, Community Affairs Department Director

That the Board confirm the appointment of Larry A. Strain, Vice President of Business Banking, United Bank, to the Workforce Escarosa Board of Directors, as a private sector representative, for a three-year term, effective July 11, 2013, through July 10, 2016.

11. Recommendation Concerning the Requests for Disposition of Property for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve two Request for Disposition of Property Forms for the Public Works Department indicating eleven items to be properly disposed of, which are described and listed on the Request Forms, with reasons for disposition stated.

12. Recommendation Concerning the Mutual Aid Agreement with Naval Air Stations Pensacola and Whiting Field for Firefighting Assistance - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Mutual Aid Agreement (N00204-20130508-252) between Commanding Officer, Naval Air Station, Pensacola, Florida, 32508-1051, and Commanding Officer, Naval Air Station, Whiting Field, Milton, Florida, 32507-6155, and Board of County Commissioners, Escambia County, Florida, for the Provision of Fire Fighting Assistance:

A. Approve the Agreement to enable augmentation of all parties' fire protection and hazardous materials response capabilities through mutual aid when requested; and

B. Authorize the Chairman to sign the Agreement.

13. Recommendation Concerning the Requests for Disposition of Property for the Solid Waste Management Department - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve the two Request for Disposition of Property Forms for the Solid Waste Management Department for property, which is described and listed on the Disposition Forms, with reasons for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning the 2013 Neighborhood Renewal Initiative Mini-Grant Agreement - Keith Wilkins, Community & Environment Department Director

That the Board take the following action regarding the Community Development Block Grant (CDBG) funded Neighborhood Renewal Initiative Mini-Grant Agreement with Community Improvement Association, Inc., (aka: Montclair Improvement Association):

A. Award a Neighborhood Renewal Initiative Mini-Grant Agreement, known as the Montclair Paint House Number on Street Curb Project, in the maximum amount of \$500, for specific benefit of the Community Improvement Association, Inc., (aka: Montclair Improvement Association). The funds will assist the Association with costs of painting house numbers at street curb locations in the Montclair neighborhood located in the Palafox Corridor Redevelopment Area; and

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

[Funding: Fund 129, 2010 CDBG, Cost Center 221435]

2. Recommendation Concerning a State of Florida, Division of Emergency Management, Federally-Funded Subgrant Agreement - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the Federally-Funded Subgrant Agreement, Contract #14-FG-XX-01-27-01-084:

A. Approve the State of Florida, Division of Emergency Management (FDEM), Federally-Funded Subgrant Agreement, providing funds in the amount of \$99,728, to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management and to assist in the local disaster planning and community outreach efforts for the period July 1, 2013, through June 30, 2014; and

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

[Funding: Fund 110, Other Grants and Projects, Cost Center 330413]

3. Recommendation Concerning a State of Florida, Division of Emergency Management, State-Funded Subgrant Agreement - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the State-Funded Subgrant Agreement, Contract #14-BG-XX-01-27-01-017:

A. Approve the State of Florida, Division of Emergency Management (FDEM), Emergency Preparedness and Assistance (EMPA) State-Funded Subgrant Agreement, providing funds in the amount of \$105,806, to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management and to assist in the local disaster planning and community outreach efforts for the period July 1, 2013, through June 30, 2014; and

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

[Funding: Fund 110, Other Grants and Projects, Cost Center 330412]

4. Recommendation Concerning the Re-Bid of the Perdido Key Snorkeling Reef - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to Walter Marine for the Re-Bid of the Perdido Key Gulf Snorkeling Reef, PD 12-13.044, for Alternate 1, Eco Reefs, for a quantity of eleven, at \$7,500 each, for a total of \$82,500.

[Funding: Fund 352, LOST III, NESD Capital Projects, Cost Center 220102, Object Code 56301, 10NE0808 Artificial Reefs]

5. Recommendation Concerning the Merlin-Alconbury Group Resurfacing - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to Roads, Inc., of NWF, for the Merlin-Alconbury Group Resurfacing, PD 12-13.042, in the amount of \$1,334,789.88.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #08EN0208]

6. Recommendation Concerning Professional Services as Governed by Florida Statute 287.055 - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning Professional Services as governed by Florida Statute 287.055:

A. Award a Task Order-based Continuing Contract to Emerald Ocean Engineering, Inc., per PD 02-03.079, Professional Services as Governed by Florida Statute 287.055 (A&E Services), on a "Maximum Ceiling" basis fee schedule, as follows:

- Maximum Overhead – 168%
- Maximum Profit – 12%
- Maximum FCCM – 1.50%
- Maximum Multiplier – 301.66% (providing no single item above is exceeded)
- Existing Hourly Rates for each firm (based on an audited or auditable financial package);

B. Authorize the Department(s), in conjunction with the Office of Purchasing, to negotiate Task Orders, according to Florida Statute 287.055, "Consultants' Competitive Negotiation Act" (A&E Services), on a project-by-project basis.

[Funding: Funds to be budgeted for on an annual basis]

7. Recommendation Concerning a Task Order for the Ensley Area Improvements - Detroit Boulevard and Johnson Avenue Realignment Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute a Task Order to Volkert, Inc., in the amount of \$113,580.58, on Contract PD 02-03.79, "Professional Services" for Construction, Engineering, Inspection, and Project Management Services for the Ensley Area Improvements - Detroit Boulevard and Johnson Avenue Realignment Project.

Due to reduced staff levels in the areas of engineering, inspection and project management, this Task Order is necessary for the suitable completion of the Ensley Area Improvements - Detroit Boulevard and Johnson Avenue Realignment Project. Under this Task Order, the consultant will provide construction, engineering, inspection, and project management services.

[Funding Source: Fund 352, "LOST III," Account 210107/56301, Project #08EN0313, "Ensley Area Drainage"]

8. Recommendation Concerning Supplemental Budget Amendment #190 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #190, Other Grants and Projects Fund (110) and the General Fund (001) in the amount of \$12,722, to recognize additional revenues for the Supplemental Nutrition Assistance Program (SNAP).

9. Recommendation Concerning an Interlocal Agreement between Santa Rosa County and Escambia County for Federal Transit Administration Grant Funding - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Interlocal Agreement between Santa Rosa County and Escambia County for Federal Transit Administration (FTA) Grant Funding:

A. Approve the Interlocal Agreement between Santa Rosa County and Escambia County for FTA Grant Funding; and

B. Authorize the Chairman or Vice Chairman to sign the Interlocal Agreement.

[Escambia County Area Transit (ECAT) will manage the expenditure of the Grant funds]

10. Recommendation Concerning the Acceptance of a Public Road and Right-of-Way Easement on Innerarity Point Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of a Public Road and Right-of-Way Easement (approximately 63 square feet) on Innerarity Point Road from David C. Liane and Kathy J. Newbry, for the Innerarity Point Road Sidewalk Project:

A. Accept the donation of a Public Road and Right-of-Way Easement (approximately 63 square feet) on Innerarity Point Road from David C. Liane and Kathy J. Newbry, for the Innerarity Point Road Sidewalk Project;

B. Authorize the payment of documentary stamps as the easement is being donated for governmental use, which is for sidewalk and stormwater drainage improvements, and the County benefits from the acceptance of this Public Road and Right-of-Way Easement, which enhances the safety and well-being of the citizens of Escambia County;

C. Authorize the payment of incidental expenditures associated with the recording of documents; and

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept, the Public Road and Right-of-Way Easement as of the day of delivery of the Public Road and Right-of-Way Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding: Funds for incidental expenses associated with recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office]

11. Recommendation Concerning Supplemental Budget Amendment #185 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #185, Other Grants and Projects Fund (110) in the amount of \$148,054, to recognize proceeds from two State of Florida Division of Emergency Management (FDEM) Grant Agreements, and to appropriate these funds for the Department of Community Affairs (DCA) Civil Defense Grant activities, and the Emergency Management Performance Grant activities.

12. Recommendation Concerning Approval of the Escambia Consortium 2013 Annual Action Plan - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning approval of the Escambia Consortium 2013 Annual Action Plan:

A. Approve the Escambia Consortium 2013 Annual Action Plan for Housing and Community Development, including the Escambia County 2013 Annual Plan, detailing use of 2013 Community Development Block Grant (CDBG) funds, in the amount of \$1,678,503; 2013 HOME Investment Partnerships Act (HOME) funds, in the amount of \$960,936; and 2013 Emergency Solutions Grant Program (ESG) funds, in the amount of \$122,946; and

B. Authorize the Interim County Administrator to execute all 2013 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 authorize the Interim County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2013 CDBG, 2013 HOME, and 2013 ESG Programs.

[Funding: Fund 129, CDBG; Fund 147, HOME; and Fund 110, ESG - Cost Centers to be assigned]

A complete copy of the entire Annual Action Plan is available for review in the County Administrator's Office or on the County's website at: <http://www.myescambia.com> (Community/Neighborhood Enterprise Foundation Program Plans and Reports).

13. Recommendation Concerning the Bellview Sidewalk Project - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract, for the Bellview Sidewalk Project, PD 12-13.034, to Roads, Inc., of NWF, in the amount of \$437,865.79.

[Funding: Fund 110, Other Grants and Projects, Cost Center 210515, Object Code 56301, \$316,577; Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #10EN0641, \$121,288.79]

14. Recommendation Concerning Supplemental Budget Amendment #187 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #187, Escambia Restricted Fund (101) in the amount of \$4,050, to recognize reimbursements the County will be receiving from the Southeastern States Manhunt Field Trial Teams, and to appropriate these funds for related operational expenses at the Road Prison.

15. Recommendation Concerning the Issuance of Fiscal Year 2012-2013 Purchase Orders in Excess of \$50,000 for the Facilities Management Department - David W. Wheeler, CFM, Facilities Management Department Director

That the Board, for the Fiscal Year 2012-2013, approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the Facilities Management Department, as follows:

| Vendor/Contractor | Amount | Contract Number |
|--|----------|-----------------|
| Air Design Systems, Inc. Vendor Number: 011180 HVAC Services Fund: 001 Cost Center: 310204 | \$80,000 | N/A |

[Funding: Fund 001, General Fund, Cost Center 310204, Object Code 56401]

16. Recommendation Concerning Lien Relief for 9300 Hamman Avenue - Gordon Pike, Corrections Department Director

That the Board authorize the County Attorney's Office to prepare, and the Chairman to execute and convey, to the Emerald Coast Utilities Authority (ECUA), a Partial Release of the Lien, created by the Order of the Environmental Enforcement Special Magistrate, recorded in Official Records Book 6783, at Pages 690 through 745, for Lien Relief for 9300 Hamman Avenue.

17. Recommendation Concerning a Contract Award for Little Sabine Water Way Signage - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Lump Sum Contract per the terms and conditions of PD 12-13.050, Little Sabine Water Way Signage, to Gulf Marine Construction, Inc., in the amount of \$54,570.

[Funding: Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Object Code 56301, Improvements Other Than Buildings, Project Number 10NE0038]

18. Recommendation Concerning Supplemental Budget Amendment #188 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #188, Other Grants and Projects Fund (110) in the amount of \$14,745, to recognize proceeds from a State of Florida Homeland Security Grant Program, and to appropriate these funds to be used for continued upkeep of equipment for the Hazardous Materials Response Team and the Light Technical Rescue Team (LTRT).

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Settlement of a Workers' Compensation Claim Involving Sandra Ammons

That the Board approve a washout workers' compensation settlement for former employee Sandra Ammons in the total amount of \$152,534.00. In exchange for this settlement amount, Ms. Ammons will execute a general release of liability and waiver of future employment on behalf of Escambia County. An excess insurance carrier shall reimburse Escambia County 100% of this settlement amount.

2. Recommendation Concerning *Thomas v. ConocoPhillips, Inc.* Class Action Settlement

That the Board authorize the Chairman to execute a Proof of Claim and Release Form for various County properties entitled to participate in the *Thomas v. ConocoPhillips, Inc.* Class Action Settlement.

II. For Discussion

1. Recommendation concerning the Interlocal Agreement between Escambia County and the City of Pensacola relating to the West Florida Public Library System

A. That the Board discuss the proposed Interlocal Agreement between Escambia County and the City of Pensacola relating to the West Florida Public Library System; and

B. That the Board approve the Interlocal Agreement between Escambia County, Florida and the City of Pensacola relating to the West Florida Public Library System; and

C. That the Board authorize the Chairman to execute the Interlocal Agreement.

2. Recommendation Concerning Public-Private Partnership HB 85 Task Force Appointee

That the Board consider authorizing the Chairman to sign a letter of support asking the Governor to appoint Nassau County Commissioner Barry Holloway as the task force appointee. The bill provides for one county government official to be on the task force.

3. Recommendation Concerning the Public Official Bond of Ernie Lee Magaha, former Clerk of the Circuit Court.

That the Board take the following action:

A. Authorize the County Attorney's Office to make a demand against the public official bond given by Fidelity & Deposit Company of Maryland as surety, with Ernie Lee Magaha as Clerk of the Circuit Court of Escambia County as principal, in the sum of \$50,000, and negotiate a settlement for that sum; and

B. Authorize the County Attorney's Office, should negotiations reach an impasse, to institute litigation against Ernie Lee Magaha, in his official capacity as the former Clerk of the Circuit Court and Comptroller, but not personally, and against Fidelity & Deposit Company of Maryland in a suit for damages for breach of the public official bond.

III. For Information

1. Recognition of Assistant County Attorney Kristin D. Hual

That the Board commend and congratulate Assistant County Attorney, Kristin D. Hual for receiving an award of appreciation from the Florida Association of County Attorneys for her service in the General Governmental Committee.

Ms. Hual has been with this office since August 2008. She has been presented an award by the Florida Association of County Attorneys twice.

20. Items added to the agenda.
21. Announcements.
22. Adjournment.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4547

Proclamations 7.

BCC Regular Meeting

Meeting Date: 07/11/2013

Issue: Adoption of Proclamations

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board adopt the following six Proclamations:

A. The Proclamation commending and congratulating Willie Donald on his selection as the "Employee of the Month" for July 2013;

B. The Proclamation recognizing and commending the "Blue Angels" for their dedication, leadership, and service to our community, our country, and the Armed Forces;

C. The Proclamation congratulating and commending the Santa Rosa Island Authority and Mr. Buck Lee, Executive Director, for their dedication and leadership in bringing the 2013 Pensacola Beach Air Show to Escambia County to once again thrill our citizens and visitors;

D. The Proclamation extending a warm welcome to Imperial Potentate John A. Cinotto upon the occasion of his visit to Escambia County, Florida;

E. The Proclamation extending a warm welcome to Most Worshipful Grand Master Danny R. Griffith, Grand Master of Free and Accepted Masons of the State of Florida, upon the occasion of his visit to Escambia County, Florida; and

F. The Proclamation proclaiming Thursday, July 25, 2013, as "ADA: Great Strides – Great Purpose Day," in Escambia County and urging all citizens to join in expressing their appreciation to the numerous individuals and organizations in Escambia County and Northwest Florida for their efforts to promote the civil rights of people with disabilities, celebrating the passage and accomplishments of this historic civil rights act, and extending best wishes to all observing this day.

BACKGROUND:

On March 21, 2013, the Board approved the "Employee of the Month and Employee of the Year Awards Program." Each Department will submit one employee to be nominated as the "Employee of the Month." The County Administrator will then select one employee from the nominations. The employee who is selected will receive a check in the amount of \$250, a Proclamation, and a plaque that will hang in the lobby of the Ernie Lee Magaha Government Building for that month.

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:

The Employee of the Month Award Program will cost \$250 per month; the Employee of the Year Award Program will cost \$500 per year. Funding is available through Fund 001, General Fund, Cost Center 150101, Object code 55201.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is consistent with the Board's Goals and Objectives by the recognition and appreciation of the County's most valuable resource - its employees.

IMPLEMENTATION/COORDINATION:

The Human Resources Department and the County Administrator's Office will work together to coordinate this program.

Attachments

Proclamations

PROCLAMATION

WHEREAS, Escambia County has established an "Employee of the Month Program" to recognize one employee to represent the various departments; and

WHEREAS, Willie Donald, a Field Supervisor in the Roads Division of the Public Works Department, began his employment with the County on May 7, 1990, and is selected for "Employee of the Month" for July 2013, for the standards of excellence that he has displayed in the performance of his duties; and

WHEREAS, Mr. Donald began his work with the department as an entry-level equipment operator and moved up through the operator ranks until he was promoted to Field Supervisor in October 2008; and

WHEREAS, as a Field Supervisor, Mr. Donald is primarily responsible for district and right-of-way maintenance in District 3. His day-to-day responsibilities include receiving and investigating citizen complaints and requests and prioritizing work to be completed within his maintenance area; and

WHEREAS, currently, Mr. Donald is extensively involved in the widespread Clean Sweep (community clean up) projects in the Community Redevelopment Agency areas within the County. This involves an enormous amount of coordination with many different agencies and departments; and

WHEREAS, Mr. Donald has a very positive, can-do approach to all projects and requests for assistance and, on many occasions, has worked with the Engineering Department, ECUA, the Sheriff's Office, and the County Commissioners to gather and provide information to address and resolve both internal and external issues.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Mr. Willie Donald on his selection as the "Employee of the Month" for July 2013.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman, District Two

*Lumon J. May, Vice Chairman
District Three*

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

ATTEST: *Pam Childers
Clerk of the Circuit Court*

Deputy Clerk

Adopted: July 11, 2013

PROCLAMATION

WHEREAS, for 67 years the "Blue Angels" have accomplished their mission of enhancing Navy and Marine Corps recruiting efforts and representing the naval service to the United States, its elected leadership, and foreign nations; and

WHEREAS, the United States Navy Flight Demonstration Squadron known as the "Blue Angels" are ambassadors for not only the United States Navy and the United States Marine Corps, but also for Escambia County and the surrounding communities; and

WHEREAS, the "Blue Angels" are stationed at Sherman Field, NAS Pensacola, making the "Blues" Escambia County's own; and

WHEREAS, since inception the "Blue Angels" have performed for more than 500 million fans; and

WHEREAS, the "Blue Angels" are part of the heart of our community and bring their spirit of commitment to Escambia County by providing exemplary service to our community through their numerous activities; and

WHEREAS, the "Blue Angels" embody the spirit of the American people and promote patriotism and goodwill for the United States of America wherever they may fly.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, does hereby recognize and commend the "Blue Angels" for their dedication, leadership, and service to our community, our country, and the Armed Forces.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

*Gene M. Valentino, Chairman
District Two*

*Lumon J. May, Vice Chairman
District Two*

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Adopted: July 11, 2013

PROCLAMATION

WHEREAS, the Santa Rosa Island Authority (SRIA) has hosted a Blue Angels Air Show on Pensacola Beach for approximately the last 30 years. Even though the Blue Angels will not be able to perform this year due to the recent sequester that resulted in multiple budget cuts, the SRIA has announced the Pensacola Beach Air Show, July 12 and 13, 2013, with a lineup that promises to produce one of the most exciting weekends this summer has to offer. The air show features 24 aircraft that will be flying from 1:00 p.m., until 3:30 p.m., both days; and

WHEREAS, the air show features some of the best aviation performers in the county, including: Kevin Coleman, who at only 21 years old is one of the youngest air show celebrities in the world; Gary Ward, who is the first pilot to begin flying the absolute latest in unlimited aerobatic aircraft, the MX2, in air shows; and Skip Stewart, an Aerobatic Champion, who has won several gold medals in regional competitions; and

WHEREAS, new to this year's air show are Lima Lima, one of the world's original six aircraft civilian formation aerobatic teams, and Red Star & The Dragon, performing 800 mile per hour head-on merges between Red Star, a Viper-20, and The Dragon, a BAC-167 Stirkemaster; and

WHEREAS, other attractions are Otto the Helicopter, known for blowing bubbles, playing with his yo-yo, and shooting smoke in all directions, and Team Aerodynamix, the world's largest air show team that combines precision formation flying and formation acrobatics; and

WHEREAS, the SRIA is also hosting a free concert featuring The TAMS, following the air show on Saturday, July 13th at 7:00 p.m., at Casino Beach Gulfside Pavilion. The TAMS are known for such 60s hits as "Be Young, Be Foolish, Be Happy," "What Kind of Fool," "I've Been Hurt," and "Untie Me."

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, hereby congratulates and commends the Santa Rosa Island Authority, and Mr. Buck Lee, Executive Director, for their dedication and leadership in bringing the 2013 Pensacola Beach Air Show to Escambia County to once again thrill our citizens and visitors.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman, District Two

Lumon J. May, Vice Chairman
District Three

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Adopted: July 11, 2013

PROCLAMATION

WHEREAS, in July during the 2013 Imperial Session held in Indianapolis, Indiana, John A. Cinotto was elected Imperial Potentate of Shriners International, making him the highest-ranking Shriner in the world; and

WHEREAS, Imperial Potentate Cinotto is currently serving as a member of the Boards of Directors for Shriners International and Shriners Hospitals for Children®; and

WHEREAS, Imperial Potentate Cinotto is Chairman of the Clinical and Basic Research Committee and is serving his tenth year as a member of the Building Equipment Committee; and

WHEREAS, Imperial Potentate Cinotto was raised a Master Mason at Pentalpha Lodge #564. He is a member of the York Rite and was honored with the 33rd Degree of the Scottish Rite in 2000. He belongs to the Murat Shriners and has held numerous offices and chaired numerous committees; and

WHEREAS, Imperial Potentate Cinotto has been in the construction business for 45 years as an acoustical consultant and manufacturer's representative. He also is the owner of CDS of Indiana, an acoustical company; and

WHEREAS, in his community, Imperial Potentate Cinotto has served as President of the Nora Little League, was on the Mayor's Committee on Renovation of the Murat Theater, and served as Neighborhood Commissioner of Boy Scouts of America.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, extends a warm welcome to Imperial Potentate John A. Cinotto upon the occasion of his visit to Escambia County, Florida.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman, District Two

Lumon J. May, Vice Chairman
District Three

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Adopted: July 11, 2013

PROCLAMATION

WHEREAS, Most Worshipful Grand Master Danny R. Griffith was elected the Grand Master of Free and Accepted Masons of the State of Florida on May 28, 2013; and

WHEREAS, Most Worshipful Grand Master Griffith was born in Byesville, Ohio, on October 6, 1940, the 9th of what would become a family of 17 children. Immediately after graduation from high school, he joined the U.S. Navy and began a career which would eventually occupy the next 48 years of his life; and

WHEREAS, on November 21, 1959, Most Worshipful Grand Master Griffith married Betsy, his high school sweetheart. They have three daughters and four grandchildren; and

WHEREAS, Most Worshipful Grand Master Griffith began his Masonic career at Orange Park Lodge Number 267 in Orange Park, Florida, was raised a Master Mason on May 18, 1985, and has served on many District, Zone, and State Committees. He is a member of the Scottish Rite Valley of Jacksonville and the York Rite Bodies of Jacksonville; and

WHEREAS, Most Worshipful Grand Master Griffith earned his Gold Proficiency Card on July 16, 1993, was appointed as Grand Representative to Greece in 2005, and in 2011 was appointed as Grand Representative to his beloved State of Ohio. In 2008 he received the prestigious John P. Duval Award as the Outstanding Florida Mason.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, extends a warm welcome to Most Worshipful Grand Master Danny R. Griffith, Grand Master of Free and Accepted Masons of the State of Florida, upon the occasion of his visit to Escambia County, Florida.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman, District Two

Lumon J. May, Vice Chairman
District Three

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Adopted: July 11, 2013

PROCLAMATION

WHEREAS, the Americans with Disabilities Act (ADA) was passed 23 years ago on July 26, 1990, to ensure the civil rights of citizens with disabilities; and

WHEREAS, Escambia County, Florida, affirms the principles of equality and inclusion for persons with disabilities, as set forth in the State of Florida's Constitution, Article I, Section II, and as is embodied in the ADA, the laws of the State of Florida, and the Ordinances of Escambia County; and

WHEREAS, numerous organizations in Escambia County and Northwest Florida work with constituents and communities to bring forth the promise of hope and freedom that is envisioned by the passage of the ADA; and

WHEREAS, the 23rd Anniversary of the Americans with Disabilities Act will be celebrated at the "ADA: Great Strides-Great Purpose" Annual Awards and Volunteer Recognition Luncheon on July 25, 2013, at the East Brent Baptist Church Family Life Center.

NOW THEREFORE, the Board of County Commissioners of Escambia County, Florida, does hereby proclaim Thursday, July 25, 2013, as

"ADA: GREAT STRIDES – GREAT PURPOSE DAY"

in Escambia County and urges all citizens to join in expressing their appreciation to the numerous individuals and organizations in Escambia County and Northwest Florida for their efforts to promote the civil rights of people with disabilities, celebrating the passage and accomplishments of this historic civil rights act, and extending best wishes to all observing this day.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

*Gene M. Valentino, Chairman
District Two*

*Lumon J. May, Vice Chairman
District Three*

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

**ATTEST: Pam Chiders
Clerk of the Circuit Court**

Deputy Clerk

Adopted: July 11, 2013



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4553

Written Communication 8.

BCC Regular Meeting

Meeting Date: 07/11/2013

Issue: Environmental (Code) Enforcement Lien Relief – 2001 W Jordan/12 Pleasant Avenue

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

May 7, 2013 - Communication from Raymond B. Palmer, Esq., representing William and Norma Irvine, requesting the Board accept an offer of \$500 for the partial release of a Code Enforcement Lien attached to property located at 2001 West Jordan Street.

Recommendation: That the Board review and consider lien relief request made by Raymond B. Palmer, Esq., against property located at 2001 W Jordan Street.

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 not 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.

The owner has no other recourse but to appeal before the Board under Written Communication.

BACKGROUND:

Property located at 2001 W Jordan Street has a code enforcement lien attached due to a code enforcement lien located at 12 Pleasant Avenue. The prior owner, Henry W Golden III, of both 2001 W Jordan Street and 12 Pleasant Avenue properties was noticed by Environmental Enforcement for code violations. Owner failed to abate violations and a special magistrate hearing was held.

Special Magistrate found Mr. Golden to be in violation and issued an order. He failed to abate violations and on August 11, 2007 Escambia County abated violations.

A second lien was placed on property for failing to abate overgrowth in the amount of \$148.00. The property located at 12 Pleasant Avenue has a new owner of February 6, 2011. Ms. Mattie Brown asked the Board for lien reduction at the February 16, 2012 Board meeting. The Board

voted to collect all hard cost (\$3,960.00) and filing fees. Board voted to forgive the daily fines.

As of June 10, 2013 Ms. Brown has paid \$2,936.75 of the \$4,347.71 total due with an outstanding amount of \$1,410.96.

BUDGETARY IMPACT:

The itemized costs shown in the code enforcement for lien:

Cost

A. Administrative Cost: \$1,100.00

B. Daily Fines: \$6,040.00

C. Abatement Cost: \$2,860.00

TOTAL \$10,000.00

A. Abatement Cost: \$148.00

TOTAL \$148.00

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

2001 W Jordon/12 Pleasant Avenue

May 7, 2013

Escambia County Board
of County Commissioners
c/o Steve Littlejohn
PO Box 1591
Pensacola, Fl 32591-1591

RE: Code Enforcement Lien: ORB 6317 Page 1499

Dear Commissioners:

I am writing on behalf of my clients, William and Norma Irvine, who hold a purchase money mortgage on the property located at 2001 W. Jordan, Pensacola, Florida.

My elderly clients sold 2001 W. Jordan to Henry W. Golden, III and placed the purchase money mortgage in September 2005 prior to the 2007 Code Enforcement lien. Mr. Golden has not made payments to the Irvine's and is currently incarcerated in Louisiana. My clients are attempting to clean up and market this 2001 W. Jordan and again make this property productive.

Henry W. Golden, III has the above Code Enforcement Lien placed on him for another property located 12 Pleasant Avenue, Pensacola, Florida.

My clients are willing to pay \$500.00 for a partial release of the above referenced Code Enforcement Lien just as to the 2001 W. Jordan property. No benefit will accrue to Mr. Golden from this partial release.

Under my client's offer, the Code Enforcement Lien would stay in force on 12 Pleasant Avenue, Pensacola Florida which property benefitted from the actions taken by Escambia County.

If an agreement cannot be reached, my clients would be forced to foreclose out the Code Enforcement lien with no benefit to the County and the resulting delay would cause this property to continue to be a distressed state.

Regards;

signed electronically May 7, 2013
Raymond B. Palmer, Esq.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-2152

Written Communication 8. A.

BCC Regular Meeting

Meeting Date: 02/16/2012

Issue: Environmental (Code) Enforcement Lien Relief – 12 Pleasant Avenue

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval: *Charles R. Lewis*

Information

RECOMMENDATION:

January 20, 2012 - Communication from Mattie Brown requesting that the Board forgive a Code Enforcement Lien against property located at 12 Pleasant Avenue.

Recommendation: That the Board review and consider second lien relief request made by Ms. Mattie Brown against property located at 12 Pleasant Avenue.

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 requests 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 following request for forgiveness of Liens, staff made the determination that the request does not 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.

Ms. Mattie Brown has no other recourse but to appeal before the Board under Written Communication.

BACKGROUND:

February 12, 2007 the Office of Environmental Enforcement received a complaint on 12 Pleasant Avenue for overgrowth, trash, debris and deteriorated structure.

Notice of violations were sent certified mail to owners, Henry Golden III and Emilie Randall on February 20, 2007. Certified NOV was returned marked "Unable to deliver".

Title search was ordered and confirmed title is vested in Henry Golden III and Emilie Randall.

April 10, 2007 Officer found a new address for owners and requested another certified Notice of Violation be mailed to 4000 Davey Street, Suite 606, New Orleans, Louisiana 70122. Letter was returned marked "Unclaimed".

Owner failed to abate violations and case was prepared for Special Magistrate. Certified Notice

of Hearing was sent certified mailed on June 12, 2007. Notice of Hearing was returned marked "Unclaimed".

Hearing was held on July 10, 2007 and owner was found to be in violation. Fines were assessed at \$100.00 per day starting August 11, 2007 if violations are not abated. \$1,100.00 court cost was awarded to the county.

August 12, 2007 copy of hearing sent to owner and was returned marked "Unable to forward".

Order was recorded in Official Records Book 6317 Page 1499-1499.

County abated violation on December 30, 2007 and owner was notified of abatement plus lien amount.

Mr. Golden contested the cost of the lien and appeared before the Special Magistrate on April 12, 2008. Special Magistrate amended his order and reduced the cost of the fines.

The fines of \$100.00 per day started 8/11/2007 and ended 12/30/2007 with a total of \$14,100.00. Court cost awarded was \$1,100.00. Abatement cost is \$2,860.00.

The Office of Environmental Enforcement received a second complaint on April 8, 2009 for overgrowth, trash and debris.

Certified Notice of Violation was sent to owners at 4000 Davey Street, Suite 606, New Orleans, Louisiana, 70122. On May 13, 2009 certified notice was received and signed for by Henry Golden III.

Owner failed to abate violations. County abated property in the amount of \$148.00.

Attached is a copy of his letter along with the bullets from the case.

Ms. Mattie Brown purchased the property at a Tax Auction on February 6, 2001. Sale was recorded on February 10, 2001 in Official Records Book 6688 and page 1072.

May 5, 2011 Ms. Mattie Brown appeared before the Board to request lien forgiveness for a code enforcement lien. The Board voted to grant her request for relief. Ms. Mattie Brown had 60 days to make contact with the Clerk of Court and arrange payments. She failed to do so due to financial issues.

January 18, 2012 Ms. Mattie Brown contacted me and requested to go back before the Board to obtain relief again. She stated she now has a job and can make payments.

BUDGETARY IMPACT:

The itemized costs shown in the code enforcement for 1st lien:

Cost Amended Cost

A. Administrative Cost: \$1,100.00 \$1,100.00

B. Daily Fines: \$14,100.00 \$6,040.00

C. Abatement Fees \$2,860.00 \$2,860.00

TOTAL \$18,060.00 \$10,000.00

The itemized costs shown in the code enforcement for 2nd lien:

A. Administrative Cost: \$18.50

B. Abatement Cost: \$148.00

TOTAL \$166.50

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

12 Pleasant Avenue

ALISON PERDUE ROGERS
COUNTY ATTORNEY
BOARD CERTIFIED CITY, COUNTY, AND
LOCAL GOVERNMENT LAW

CHARLES V. PEPPER
DEPUTY COUNTY ATTORNEY
BOARD CERTIFIED CIVIL TRIAL ATTORNEY

STEPHEN G. WEST
ASSISTANT COUNTY ATTORNEY
BOARD CERTIFIED REAL ESTATE LAW

RYAN E. ROSS
ASSISTANT COUNTY ATTORNEY

KRISTIN D. HUAL
ASSISTANT COUNTY ATTORNEY

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF THE COUNTY ATTORNEY**

**221 PALAFOX PLACE, SUITE 430
PENSACOLA, FLORIDA 32502**

**TELEPHONE: (850) 595-4970
TELEFAX: (850) 595-4979**



May 9, 2011

Ms. Mattie Brown
P. O. Box 1802
Pensacola, FL 32523

Re: Property Located at 12 Pleasant Avenue

Dear Ms. Brown:

At its May 5, 2011, meeting, the Board of County Commissioners granted your request concerning property located at 12 Pleasant Avenue.

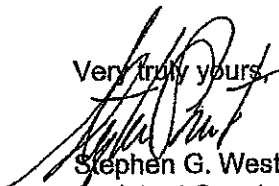
If you have not already done so, please contact the Clerk of the Court at the following address to arrange for payment of the amount necessary to secure release of the lien from your property (or set up an installment payment plan).

Brenda Robinson, Director of Judicial Services
Official Records Division
221 Palafox Place
Pensacola, FL 32502
Phone: (850) 595-3930

Please note that pursuant to the Board's policy, payment must be made within 60 days of the meeting date (05/05/2011) to preserve your right to the relief authorized by the Board.

Please feel free to call me if you have any questions or require any additional information.

Very truly yours,


Stephen G. West
Assistant County Attorney

SGW:bjs

cc: Brenda Robinson, Director, Judicial Services
Sandra Slay, Division Manager, Environmental Code Enforcement

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

REGULAR BCC AGENDA – Continued

8. Written Communication

→ A. Code Enforcement Lien – Mattie Brown ►

Motion made by Commissioner Robertson, seconded by Commissioner Valentino, and carried 4-0, with Commissioner Robinson absent, approving to collect the hard costs and forgive the fines, relative to the April 5, 2011, communication from Mattie Brown requesting that the Board forgive a Code Enforcement Lien against property located at 12 Pleasant Avenue.

B. Code Enforcement Lien – Susan Degraaf ►

Motion made by Commissioner Robertson, seconded by Commissioner Valentino, and carried 4-0, with Commissioner Robinson absent, approving to give Ms. Degraaf a second chance to make payment and grant a 60-day settlement extension, relative to the April 25, 2011, email communication from Susan Degraaf concerning payment of the fines relative to a Code Enforcement Lien against property located at 7501 Jamesville Road.

Speaker(s):

Mattie Brown

9. Proof of Publication ►

Motion made by Commissioner Valentino, seconded by Commissioner Robertson, and carried 4-0, with Commissioner Robinson absent, waiving the reading of the legal advertisement(s) and accepting, 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*, as follows:

A. The following four Public Hearings on the agenda:

- (1) The 5:31 p.m. **(Second)** Public Hearing, advertised in the Pensacola News Journal on April 23, 2011, for consideration of adopting a Resolution designating the Barrancas, Brownsville, Englewood, Palafox, and Warrington Redevelopment Areas as Brownfield Areas;

(Continued on Page 5)



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: 12 Pleasant Avenue
Property Owner: Henry Golden III & Emilie Randall
Original Complaint: Overgrowth and deteriorated structures
EE Case #: CE07020605

- 02/12/07 Complaint recorded
- 02/14/07 Inspection reveals trash & debris, overgrowth and deteriorated structure. Notice of violation posted on property.
- 02/20/07 Notice of Violation was sent Certified Mail
- 02/26/07 Letter returned February 26, 2007 marked "unable to deliver".
- 03/15/07 Reinspection reveals violations remain.
- 04/03/07 Title search ordered and shows title is vested in Henry Golden III & Emilie Randall.
- 04/10/07 Found new address for owner. Sent another certified notice of violation to new address, 4000 Davey Street, Suite 606, New Orleans, Louisiana 70122. Letters returned marked "Unclaimed".
- 06/12/07 Request for Special Magistrate made.
- 06/12/07 Certified letter / Special Magistrate hearing / sent to Henry Golden III and Emilie Randall, 4000 Davey Street, Suite 606, New Orleans, Louisiana 70122. Certified Notice of Hearing returned marked "Unclaimed".
- 07/10/07 Special Magistrate hearing / \$100.00 per day commencing 08/11/07 if not in compliance – Lien of \$1,100.00 awarded to Escambia County
- 08/12/07 Certified letter / Order / sent to Henry Golden III & Emilie Randall. Certified mail returned marked "Unable to forward".
- 08/13/07 Order recorded in Official Records Book 6317Page 1499-1499
- 08/13/07 Re-inspection reveals the violations remain
- 10/26/07 certified notice prior to county abatement was sent certified mail to owners.
- 11/03/07 certified notice prior to county abatement was signed for by Henry Golden III.
- 12/30/07 Property was abated by county for the amount of \$2,860.00
- 01/08/08 Office of Environmental Enforcement received a letter from Henry Golden III requesting copy of case file and notices. Request was filed.
- 01/17/08 Letter informing owner county abated violation was received and signed for by Henry Golden III.
- 01/18/08 Letter received from Henry Golden III requesting a hearing before the Special Magistrate to contest the cost
- 02/28/08 Hearing was scheduled for February 28, 2008
- 02/28/08 Owner requested continuance to obtain legal counsel.
- 02/28/08 Continuance order signed and continued to April 17, 2008.

- 04/17/08 Fines were reduced from \$14,100.00 to \$6,040.00. Court cost remains \$1,100.00 and abatement fees remain \$2,860.00. Total amount of lien is \$10,000.00

| Lien amount | <u>Cost</u> | <u>Amended Cost</u> |
|--|--------------------|----------------------------|
| Court Cost | \$1,100.00 | \$1,100.00 |
| Fines (\$100.00 per day 08/11/07-12/30/07) | \$14,100.00 | \$6,040.00 |
| County Abatement Fees | <u>\$2,860.00</u> | <u>\$2,860.00</u> |
| TOTAL | \$18,060.00 | \$10,000.00 |

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

Property was sold at Tax Auction on February 6, 2011. Sale was recorded on February 10, 2011 in Official Records Bk 6688 and page 1072.

Sandra F Slay

From: Heather Mahoney [hmahoney@escambiaclerk.com]
Sent: Monday, June 10, 2013 2:30 PM
To: Sandra F Slay
Subject: RE: 12 Pleasant Ave Mattie Brown

She is making monthly payments on this. She has currently paid \$2,936.75 of the \$4,347.71 total due, with an outstanding amount of \$1,410.96.

Thanks,

Heather Mahoney, Manager, Official Records
PAM CHILDERS, Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County
850-595-3937

From: Sandra F Slay [mailto:SFSLAY@co.escambia.fl.us]
Sent: Monday, June 10, 2013 1:32 PM
To: Heather Mahoney
Subject: 12 Pleasant Ave Mattie Brown

Good morning Heather,

I need to follow up on a lien reduction request made by Mattie Brown concerning 12 Pleasant Ave. The Board voted to forgive fines and collect hard cost. Lien was recorded in OR Book 6317 Page 1499.

Can you tell me if Ms. Brown has paid the hard cost or making payments on this lien?

Thanks
Sam

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

REGULAR BCC AGENDA – Continued

7. Retirement Proclamations ►

Motion made by Commissioner Robinson, seconded by Commissioner Valentino, and carried unanimously, taking the following action concerning ratification/ adoption of the following three Retirement Proclamations:

- A. Ratifying the Proclamation, dated November 29, 2011, commending and congratulating Louie E. Findley, Maintenance Technician, Facilities Management Branch, on his retirement after 11 years of service;
- B. Adopting the Proclamation commending and congratulating Aaron A. Austin, Corrections Officer, Corrections Department, on his retirement after 9 years of service; and
- C. Adopting the Proclamation commending and congratulating Louise D. McKendrick, Emergency Communications Dispatcher, Public Safety Department, on her retirement after 33 years of service.

✱

8. Written Communication

A. Mattie Brown – 12 Pleasant Avenue ►

Motion made by Commissioner White, seconded by Commissioner Young, and carried unanimously, approving to collect the hard costs, in the amount of \$3,960, and the filing fees, relative to the January 20, 2012, communication from Mattie Brown (*a/k/a Mattie Madison*) requesting that the Board forgive a Code Enforcement Lien against property located at 12 Pleasant Avenue.

B. Richard Pope – 1107 North 69th Avenue ►

Motion made by Commissioner White, seconded by Commissioner Robinson, and carried 4-1, with Commissioner Young voting "no," approving to waive the hard costs, in the amount of \$1,100, relative to the January 24, 2012, email communication from Mr. Richard Pope (*Major, USAFR Deputy, Provost Marshal*) requesting the Board forgive a Code Enforcement Lien against property located at 1107 North 69th Avenue.

(Continued on Page 5)

(850) 346-1501

Mattie Brown

Board I Mattie Brown have a
Code Enforcement Lien against
property at 12 Pleasant Ave.
Please forgive and God bless you

Mattie Brown
1/20/2012

Thank You

THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR ESCAMBIA COUNTY, FLORIDA

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 07-02-0605
Location: 12 Pleasant Avenue
PR# 162S30-4000-150-003

Henry Golden III & Emilie Randall
12 Pleasant Avenue
Pensacola, Florida 32505

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of July 10, 2007; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances Sec. 42-196 (b), (d), and LDC 7.07.06, Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated July 10, 2007.

| <u>Itemized</u> | <u>Cost</u> | <u>Amended Cost</u> |
|---|-------------|---------------------|
| a. Fines (08/11/2007-12/30/2007=@ \$100.00 per day) | \$14,100.00 | <u>6,040.00</u> |
| b. Court Costs | \$ 1,100.00 | <u>1,100.00</u> |
| c. County Abatement Fees | \$ 2,860.00 | <u>2,860.00</u> |
| Total: | \$18,060.00 | <u>\$10,000</u> |

DONE AND ORDERED at Escambia County, Florida on this 12th day of April, 2008.



Special Magistrate
Office of Environmental Enforcement



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4533

Public Hearings 10.

BCC Regular Meeting

Meeting Date: 07/11/2013

Issue: 5:31 p.m. Public Hearing - Petition to Vacate a Portion of Scott Street

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of the Petition to Vacate a portion of Scott Street, as petitioned by James and Rebecca Fisher.

Recommendation: That the Board take the following action concerning the Petition to Vacate a portion of Scott Street, as petitioned by James and Rebecca Fisher:

- A. Approve or deny the Petition to Vacate a portion of Scott Street, approximately 0.23 acres, as petitioned by James and Rebecca Fisher;
- B. Accept the Hold/Harmless Agreement;
- C. Adopt the Resolution to Vacate; and
- D. Authorize the Chairman or Vice Chairman to accept the documents as of the day of delivery of the documents to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to execute them at that time.

BACKGROUND:

Petitioners own property in Block 48 and Block 53, Oakcrest Subdivision, recorded in Plat Deed Book 67, Page 28, of the Public Records of Escambia County, Florida. Scott Street is a platted 60' right-of-way as shown on the plat of said Oakcrest Subdivision. Petitioners are requesting the Board vacate any interest in the unimproved portion of Scott Street (approximately 0.23 acres) extending east to west lying between Fernwood Avenue and Hollywood Avenue and abutting the north line of Block 48, Oakcrest Subdivision and the south line of Block 53, Oakcrest Subdivision. Staff has made no representations to the Petitioners or to the Petitioners' agent that Board approval of this request confirms vesting or return of title to the land to the Petitioners or to any other interested party.

Engineering staff have reviewed this request and have no objections to the proposed vacation. All utility companies concerned have been contacted and have no objections to the requested vacation provided a utility easement is retained. No one will be denied access to his or her property as a result of this vacation.

BUDGETARY IMPACT:

Indirect staff cost associated with the preparation of documents and recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based on the Board's Vacating, Abandoning, and Closing Existing Public Streets, Rights-of-Way, Alleyways, Roads, Highways, Other Places Used for Travel or Other Lands Dedicated for Public Use or Purposes, or Any Portions Thereof to Renounce and Disclaim Any right of the County and The Public In and To Said Lands policy for closing, vacating and abandoning County Owned property- Section III, and Florida Statutes, Chapter 336.

IMPLEMENTATION/COORDINATION:

Upon Board approval of the Petition to Vacate, the necessary documents will be signed and delivered to the Petitioner, who will have them recorded in the public records and will have notices published.

Attachments

Petition

Hold Harmless Agreement

Resolution

Notice of Adoption

Plat DB 67 Page 28

Aerial Map

PETITION TO VACATE, ABANDON, AND CLOSE EXISTING PUBLIC STREETS,
RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES
USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR
PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF,
TO RENOUNCE AND DISCLAIM ANY RIGHT
OF THE COUNTY AND THE PUBLIC
IN AND TO SAID LANDS.

Petitioner(s), hereby file this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a

right of way

in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner(s), James + Rebecca Fisher
presently ✓ own(s) do/does not own an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

All that portion of Scott Street (60' ROW) extending east to west lying between Fernwood Avenue and Hollywood Avenue bordered on the south by Block 48, Oakcrest Subdivision and bordered on the north by Block 53, Oakcrest Subdivision as recorded in Plat Deed Book 67 at Page 28 of the public records of Escambia County, Florida. All lying and being in Section 16, Township 2 South, Range 30 West, Escambia County Florida.

2. That the Petitioner(s), James + Rebecca Fisher
desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section(s) 16 Township 2 S Range 30 West and recorded in Plat DB 67 Pg 28 of the public records of Escambia County, Florida.

3. That the portion of public road rights-of-way, alleyway, or other lands sought to be vacated, abandoned, and closed herein, is no longer needed to fulfill a public purpose.

THEREFORE, Petitioner(s) request that the above described public road rights-of-way, alleyway, or other land be vacated, abandoned, and closed and that the Board of County Commissioners of Escambia County, Florida, surrender, renounce and disclaim any right of the County and the public in and to said public road rights-of-way, alleyway, or other land.

Petitioner acknowledges that:

Approval by the Board of County Commissioners of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land does not operate to confirm the vesting or return of title to the land in the petitioner or any other interested party. Any interested party who wishes to verify the title to land or the effect of the approval of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land should seek legal counsel.

Jayne + Rebecca Fisher
Petitioner(s) Name

29235 Perdido Beach Blvd #401
Street Address

Orange Beach AL 36561
City State

(H) 251-981-9746 (cell) 205-936-9745
Phone Number 936-9746

Agent's Name

Agent's Phone Number

3/21/13
Date:

HOLD/HARMLESS AGREEMENT

WHEREAS, James Fisher and Rebecca Fisher
hereafter called "Petitioner(s)" have requested that the Board of County Commissioners of Escambia County, Florida, on behalf of Escambia County, vacate certain public road rights-of-way, alleyway, or other lands pursuant to the provisions of Section 336.09, Florida Statutes, and Vacation Policy - Section III(A) of the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, hereafter called "County" has no objection to granting such petition, providing that certain covenants and agreements are made on behalf of the citizens and residents of Escambia County, Florida, and on behalf of Escambia County;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and the mutual promises contained herein, Petitioner(s) and County do agree as follows:

1. County, pursuant to the authority of and after compliance with the requirements of Chapter 336, Florida Statutes and Vacation Policy - Section III(A), agrees to vacate, abandon, and close the following described public street, road, alleyway or a portion thereof, or other land dedicated for public use and to surrender, renounce and disclaim any right of the County and public in and hereto:

All that portion of Scott Street (60' ROW) extending east to west lying between Fernwood Avenue and Hollywood Avenue bordered on the south by Block 48, Oakcrest Subdivision and bordered on the north by Block 53, Oakcrest Subdivision as recorded in Plat Deed Book 67 at Page 28 of the public records of Escambia County, Florida. All lying and being in Section 16, Township 2 South, Range 30 West, Escambia County Florida.

2. Petitioner(s), hereby covenant(s) and agree(s) that they have complied with all requirements of Chapter 336, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners in bringing this request before the County and in obtaining the County's agreement set forth above.

3. Petitioner(s), hereby covenant(s) and warrant(s) that no person will be denied ingress/egress or access to their property or use by the vacation of the public rights-of-way or other land which is described herein.

4. Petitioner(s), further hereby agree(s) to defend, indemnify and hold harmless Escambia County, its agents and employees against any and all liability, claims, suits, actions, debts, damages, losses, costs, charges and expenses, including court costs and attorney's fees which may or might arise because of or related to the vacation of the public rights-of-way, alleyway, or other land dedicated for public use which is described herein.

Executed in the presence of:

Stacey S. Ward
Witness
Stacey S. Ward
Print or type name
Larry Goodwin
Witness
LARRY GOODWIN
Print or type name

Rebecca Fisher
Petitioner(s)
Rebecca Fisher
Print or type name(s)
Date: June 20, 2013

Stacey S. Ward
Witness
Stacey S. Ward
Print or type name
Larry Goodwin
Witness
LARRY GOODWIN
Print or type name

James Fisher
Petitioner(s)
JAMES FISHER
Print or type name(s)
Date: 6/20/13

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20 day of
June, 20 13, by James Fisher and Rebecca Fisher
He/She is () personally known to me,
(☒) produced current Florida/Other Alabama driver's license as
identification, and/or () produced current _____
_____ as identification.

(Notary Seal must be affixed)

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

Bernie W. Manning
Notary Public
Bernie W. Manning
Print or type name

Commission Expires: May 31, 2014
Commission Number: DD 967622

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By _____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

Approved by the B.C.C. on: _____

RESOLUTION NUMBER R_____ - _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, VACATING, ABANDONING, AND CLOSING CERTAIN PUBLIC PROPERTY ACQUIRED FOR EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS, OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF, TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

WHEREAS, JAMES FISHER AND REBECCA FISHER have petitioned this Board to vacate, abandon, and close the following public rights-of-way, alleyway, or other lands and to renounce and disclaim the right of Escambia County, Florida and of the public, and;

WHEREAS, the Board of County Commissioners of Escambia County, Florida, has determined it to be in the best interest of Escambia County to adopt a resolution vacating, abandoning, and closing the following described property:

All that portion of Scott Street (60' ROW) extending east to west lying between Fernwood Avenue and Hollywood Avenue bordered on the south by Block 48, Oakcrest Subdivision and bordered on the north by Block 53, Oakcrest Subdivision as recorded in Plat Deed Book 67 at Page 28 of the public records of Escambia County, Florida. All lying and being in Section 16, Township 2 South, Range 30 West, Escambia County Florida.

and any right of the County and the public in and to the above described road rights-of-way, alleyway or other land dedicated for public use is hereby surrendered, renounced and disclaimed; and

WHEREAS, Petitioner(s), JAMES FISHER AND REBECCA FISHER have caused to be published on _____, A.D., 20____, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at 5:31 p.m. on July 5, 2013 in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

WHEREAS, the vacating, abandoning, and closing of existing public streets, rights-of-way, alleyways, roads, highways, other places used for travel, or other lands dedicated for public use or purposes, or any portions thereof, to renounce and disclaim any right of the County and the Public in and to said lands will not materially interfere with the County road system or the delivery of public services and will not deprive any person of any reasonable means of ingress/egress to such person's property.

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

1. That the motion to vacate is hereby adopted and approved.
2. That the following described property acquired for public road rights-of-way, alleyway, or other public purposes is hereby vacated, abandoned, and closed;

All that portion of Scott Street (60' ROW) extending east to west lying between Fernwood Avenue and Hollywood Avenue bordered on the south by Block 48, Oakcrest Subdivision and bordered on the north by Block 53, Oakcrest Subdivision as recorded in Plat Deed Book 67 at Page 28 of the public records of Escambia County, Florida. All lying and being in Section 16, Township 2 South, Range 30 West, Escambia County Florida.

and any rights of the County and the public in and to the above described land is hereby surrendered, renounced and disclaimed; provided however, that the adoption and approval of this resolution by the Board of County Commissioners is conditioned on the above-described vacated area remaining subject to a utility easement.

3. That this resolution shall be spread upon the minutes of the Board of County Commissioners of Escambia County, Florida, and said petitioner shall publish a notice of its adoption one time within thirty (30) days hereafter in a newspaper of general circulation in Escambia County, Florida.

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By _____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

Adopted: _____

NOTICE OF ADOPTION OF RESOLUTION OF BOARD OF COUNTY
COMMISSIONERS VACATING, ABANDONING, AND CLOSING
EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS,
ROADS, HIGHWAYS OTHER PLACES USED FOR TRAVEL,
OR OTHER LANDS DEDICATED FOR PUBLIC USE OR
PURPOSES, OR ANY PORTIONS THEREOF
TO RENOUNCE AND DISCLAIM ANY
RIGHT OF THE COUNTY AND THE
PUBLIC IN AND TO SAID LANDS.

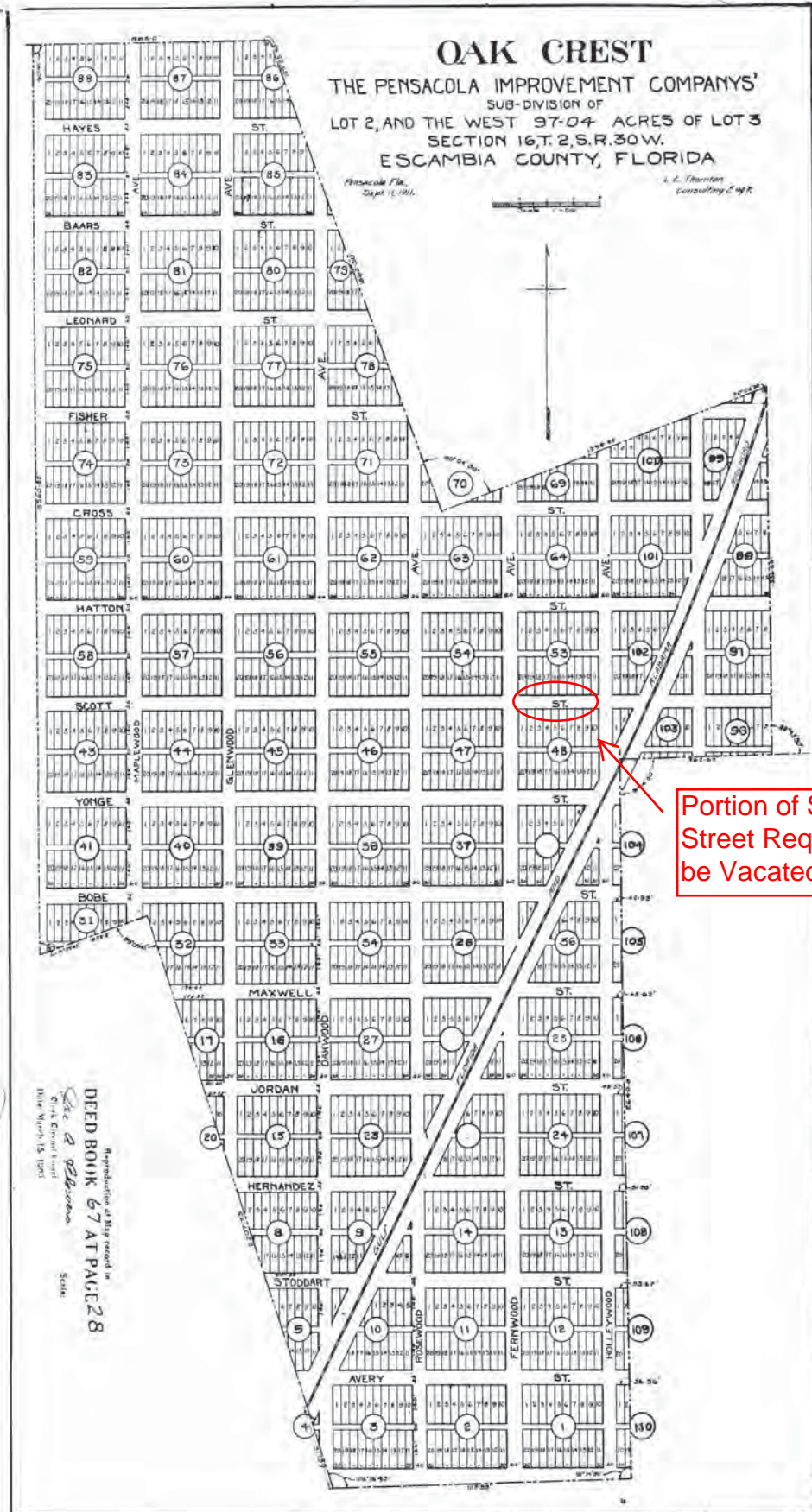
NOTICE IS HEREBY GIVEN that on July 11,
A.D., 2013, in accordance with Sections 336.09 and 336.10, Florida Statutes and
Vacation Policy - Section III(A) of the Board of County Commissioners Policy Manual,
the Board of County Commissioners of Escambia County, Florida, adopted a resolution
vacating, abandoning and closing use of that certain public road rights-of-way, alleyway,
or other land in Escambia County, Florida, described as follows:

All that portion of Scott Street (60' ROW) extending east to west lying between Fernwood Avenue and
Hollywood Avenue bordered on the south by Block 48, Oakcrest Subdivision and bordered on the north
by Block 53, Oakcrest Subdivision as recorded in Plat Deed Book 67 at Page 28 of the public records of
Escambia County, Florida. All lying and being in Section 16, Township 2 South, Range 30 West,
Escambia County Florida.

and surrendered, renounced and disclaimed any right of Escambia County, Florida and
the public in and to the aforesaid property.

Dated this _____ day of _____, A.D., 20____.

Board of County Commissioners
Escambia County, Florida



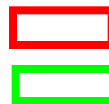
PORTION OF SCOTT STREET

Petitioners: James and Rebecca Fisher



ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT

JCC 03/26/13 DISTRICT 3



Portion of Scott Street requested to be Vacated

James & Rebecca Fisher Property



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4558

Public Hearings 11.

BCC Regular Meeting

Meeting Date: 07/11/2013

Issue: 5:32 p.m. Public Hearing - Permit Renewal - Oak Grove Land Clearing Debris Disposal Pit

From: Pat Johnson, Department Director

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of the renewal of a Permit to Construct and/or Operate a Land Clearing Disposal Management Facility for Oak Grove Land Clearing Debris Disposal Pit.

Recommendation: That the Board authorize the renewal of a Permit to Construct and/or Operate a Land Clearing Disposal Management Facility for Oak Grove Land Clearing Debris Disposal Pit, located at 745 County Road 99 North, Walnut Hill, Florida, owned by Escambia County.

[Funding: Fund 401, Solid Waste, Account Number 343402]

BACKGROUND:

The Oak Grove Land Clearing Debris Disposal Pit is needed for services to the north-end of the County. The pit operates under the guidelines established under Escambia County Ordinance 2006-24, Rules 62-4.540 and 62-701.803, Florida Administrative Code. The site is designed for the convenience, scale of economy, and ease of access to North Escambia County.

The Escambia County Code of Ordinances Chapter 82, stipulates that each entity must obtain a permit from the Solid Waste Management Department in order to operate an infill facility in Escambia County. The Department Director of Solid Waste Management has determined that the facility satisfies the permitting criteria for an infill facility. A copy of the proposed permit renewal is attached.

BUDGETARY IMPACT:

Funding is available in Fund 401, Solid Waste, Account Number 343402.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed the application for form and legal sufficiency by legal sign-off.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Board of County Commissioners' mission statement: "To provide efficient, responsive services that enhance our quality of life, meet the common needs, and promote a safe and healthy community."

Ordinance 2006-24, enacted March 16, 2006, requires a permit to construct, operate, modify or close a construction and demolition debris or land clearing disposal management facility.

IMPLEMENTATION/COORDINATION:

Following approval of this recommendation, a Permit shall be issued and distributed accordingly.

Attachments

Oak Grove Permit

Oak Grove Application 2013



Solid Waste Management Department

13009 Beulah Road
Cantonment, FL 32533
Phone: 850.937.2160

Patrick T. Johnson, Department Director

Permit to Construct and/or Operate a Land Clearing Disposal Management Facility

| | |
|--|--|
| Permittee: | Escambia County BOCC |
| Facility Name: | Oak Grove Land Clearing Debris Disposal Pit |
| Facility Type: | In-fill facility as reclamation activity for borrow pits existing prior to September 16, 2004 |
| File Number: | 1996-1-001LDD |
| Original Date of Issue: | December 23, 1996 |
| Renewal Date: | July 11, 2013 |
| Expiration Date: | July 10, 2014 |
| Development Review #: | N/A |
| Date: | ----- |
| Total Acreage of Facility: | 26 Acres |
| Total Area Licensed for Disposal: | 20 Acres |

This permit is issued under the provision of Chapter 82, Article V. Division 3, Sections 82-224 through 82-240 of the Escambia County Code of Ordinances. The above named applicant, hereinafter called Permittee, is hereby authorized to perform the work or operate the facility shown in the application and approved drawing(s), plans, and other documents attached hereto or on file with the Division of Solid Waste Management, hereinafter called Department, and made a part hereof and specifically described as follows:

To operate a Land Clearing Debris Disposal Facility located on a 26-acre site on 745 County Road 99 North, Walnut Hill, FL in Escambia County, Florida. Operation of the facility shall be in accordance with the permit renewal application received and the general and specific conditions required in this permit.

General Permit Conditions – All Facilities

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are “permit conditions” and are binding and enforceable pursuant to the authority of Chapter 82, Article V, Division 3, Sections 82-224 through 82-240, Escambia County Code of Ordinances. Permittees placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. This permit does not constitute a waiver of or approval of any other federal, state or other county permit or license that may be required for other aspects of the total project, which are not addressed in the permit.
4. This permit does not relieve Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted facility or from penalties therefore; nor does it allow Permittee to cause pollution in contravention of Florida Statutes, County and Department rules.
5. Permittee shall properly operate and maintain the facility and systems of treatment and control, where applicable, that are installed and used by Permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit.
6. Permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Inspecting the facility, equipment, practices or operations regulated or required under this permit;
 - b. Sampling and monitoring any substance or parameters at any location reasonably necessary to assure compliance with this permit or Department rules, and,
 - c. Having access to and copying any records that must be kept under the conditions of this permit.

7. If for any reason, Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, Permittee shall immediately provide the Department with the following information:
 - a. A description of and cause of noncompliance, and
 - b. The period of noncompliance, including exact dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.
8. In accepting this permit, Permittee understands and agrees that all records, notes monitoring data and other information relating to the construction or operation of the permitted facility which are submitted to the department, may be used by the Department as evidence in any enforcement case involving the permitted facility arising under the Florida Statutes or County or Department rules.
9. Permittee agrees to comply with changes in Department rules after a reasonable time for compliance.
10. This permit is transferable only upon Department approval in accordance with applicable county rules. Permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer of permit.
11. This permit is required to be kept at the facility, which is permitted during the entire period of construction or operation.
12. Permittee shall submit all comments or correspondence required by this permit to:

Patrick T. Johnson, Department Director

Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533

Phone 850-937-2160

E-mail Pat_Johnson@co.escambia.fl.us

Copy to:

Doyle O. Butler

Engineering Project Coordinator
Department of Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533

Phone 850-937-2160

E-mail DOBUTLER@co.escambia.fl.us

Specific Permit Conditions – Infill Facilities

1. Facility Setback.

Footprint setback shall be a minimum of 100 feet from the property boundary and shall be maintained throughout the operational life of the facility. Setback shall be applicable to all permitted disposal areas including temporary storage and / or drop-off points, equipment storage or maintenance areas and entrance and exit points. Section 82.226. (3)(c).

2. Aerial and Vertical Height.

Aerial and vertical height shall be limited to the average grade before commencement of operations with allowance for closure and capping to promote positive drainage and prevent ponding and stormwater intrusion into the debris pile. Section 82.226. (3)(d).

3. Fencing and Access Control.

Fencing is required on all property boundaries. Any boundary that abuts developed property or a public road shall be fenced with a minimum of six (6) feet of wood or other Department approved material that prevents visible observation of the permitted disposal area. Vegetative buffering in sufficient quantity may be deemed a substitute for solid fencing. Entrance and exit points shall be equipped with gates and locks to prevent unauthorized access during periods when the facility is closed. Natural barriers may be used for access control in lieu of fencing where deemed appropriate by the Department. Section 82.227. (3)(a).

4. Cover Material and Application

Cover shall be used at least bi-weekly on working faces in sufficient quantity and type to deprive debris of oxygen, to minimize the risk of fire and prevent emission of objectionable odors. Section 82.227. (3)(b).

5. Operational Hours

Operational hours for receiving materials are limited to Monday through Friday between 7:00 a.m. and 5:00 p.m. Saturday hours will be limited to 7:00 a.m. until 3:00 p.m. Notwithstanding the above, cover may be applied after the operational hours but in no case after sundown. Operations are prohibited on Thanksgiving, Christmas, New Year's Day and July 4th. Section 82.227. (3)(e).

6. Volume Reduction

Volume reduction may *not* be accomplished by means of chipping, shredding, or otherwise processing the debris. Volume reduction may only occur by picking or removing recyclables from the waste stream prior to disposal. Section 82.227. (3)(d).

7. Dust Suppression.

Active dust suppression is required to prevent dust migration off site. Section 82.227. (3)(f).

8. Nuisance

No person shall cause, suffer, allow or permit the discharge into the air of dust, fumes, gas, mist, odor, smoke or vapor, or any combination thereof, so as to constitute a

nuisance as defined in county ordinance 2006-24. Section 82.225 (cc) and Section 82.227. (3)(c).

9. Queuing

Paved queuing and ingress and egress areas are provided by operator/owner; thus, queuing or staging of vehicles, containers, or equipment on public roads or rights of way is prohibited. Section 82.227. (3)(g).

10. Commercial General Liability Coverage

The Permittee shall maintain Commercial General Liability insurance with One Million Dollars (\$1,000,000.00) per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, product and completed operation, contractual liability and all additional requirements as specified in Section 86-233.

11. Litter, Sediment and Traffic Control; Road Maintenance.

The Permittee shall be responsible for maintaining the full length of road frontage and additional length of adjacent roadway as listed below, free from all litter and sediment generated as a result of transporting material into or out of the facility and all additional requirements as specified in Section 82.234.

745 County Road 99 North, Walnut Hill, FL., 0.5 miles either side of facility entrance.

12. Abatement Procedures

Permittee shall consent to imposition of summary abatement procedures as hereinafter set forth in County Ordinance 2006-24, Section 82-240.

13. Required Reports

Permittee shall submit quarterly reports of tonnage of material received, average number of disposal vehicles enter the facility per month and remaining capacity.

14. Permit Renewals

Permittee shall submit an application, on Department provided forms, no later than 60 days before the expiration of the current permit. Applications submitted in accordance with this section, even if incomplete, shall be deemed complete, and the current permit will be extended until corrections are submitted. Notwithstanding the above, in no instance will permits be extended more than 180 days past the expiration date of the permit.

The permanent Department identification for this facility is 1996-1-001LDD. Please cite this number on all reports and correspondence concerning this facility. The Department telephone number for reporting emergencies is:

Monday – Friday: 850.937.2160
Weekends/Holidays: 850.937.2182

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

By: _____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved: _____

This document approved as to form
and legal sufficiency.
By: _____
Title: ASST. COUNTY ATTORNEY
Date: JUNE 12, 2013

BOCC Authorization Date: _____

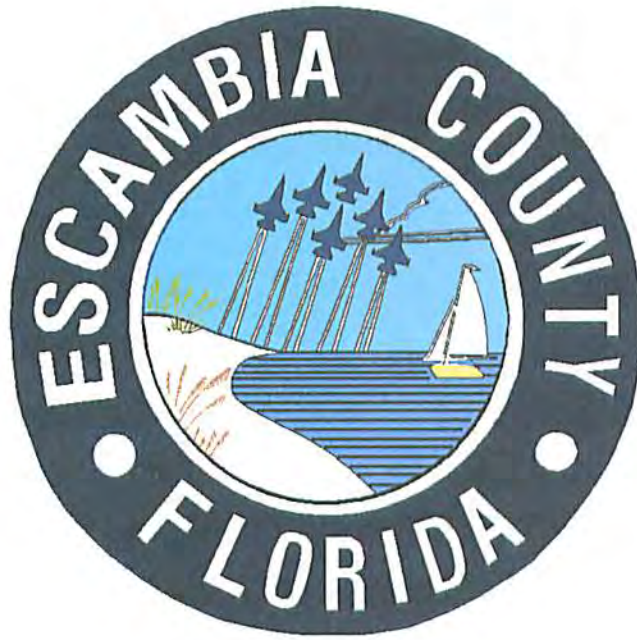
Permit Issue Date: July 11, 2013

Permit Expiration Date: July 10, 2014

Issuing Officer: Patrick T. Johnson
Department Director, Solid Waste Management

Signature

Date: _____



ESCAMBIA COUNTY

DEPARTMENT OF SOLID WASTE MANAGEMENT

APPLICATION FOR A PERMIT TO CONSTRUCT,
OPERATE, MODIFY OR CLOSE A
CONSTRUCTION AND DEMOLITION DEBRIS
OR LAND CLEARING DISPOSAL
MANAGEMENT FACILITY

April 13, 2006

Escambia County
Department of Solid Waste Management
APPLICATION FOR A PERMIT TO CONSTRUCT,
OPERATE, MODIFY OR CLOSE A C&DD WASTE MANAGEMENT FACILITY

A. GENERAL INFORMATION

1. Type of facility (check all that apply):

- ☐ Regional
- ☐ Rural
- ☐ Infill
- ☐ Transfer
- ☒ Land Clearing Debris (LCD)

2. Type of application:

- ☐ Construction
- ☒ Operation
- ☐ Construction/Operation
- ☐ Closure

3. Classification of application:

- | | |
|---|--|
| <input type="checkbox"/> New | <input type="checkbox"/> Substantial Modification |
| <input checked="" type="checkbox"/> Renewal | <input type="checkbox"/> Intermediate Modification |
| | <input type="checkbox"/> Minor Modification |

4. Facility name: Oak Grove Land Clearing Debris Disposal Pit

5. ID Number: #87280

6. Facility location (main entrance): 745 County Road 99

Oak Grove area of Escambia County (Walnut Hill)

7. Location coordinates:

Section: 4 Township: 4N Range: 32W

Latitude: 30 ° 53 ' 48 " Longitude: 87 ° 26 ' 57 "

8. Applicant name (operating authority): Department of Solid Waste Management

Mailing address: 13009 Beulah Road Cantonment Escambia 32533
Street or P.O. Box City County Zip

Contact person: Doyle Butler Telephone: (850) 937-2148

Title: Engineering Project Coordinator Email: dobutler@co.escambia.fl.us

9. Authorized agent/consultant: Doyle Butler

Mailing address: 13009 Beulah Road Cantonment Escambia 32533
Street or P.O. Box City County Zip

Contact person: Doyle Butler Telephone: (850) 937-2148

Title: Engineering Project Coordinator Email: dobutler@co.escambia.fl.us

10. Landowner (if different than applicant): Escambia County BOCC

Mailing address: 13009 Beulah Road Cantonment Escambia 32533
Street or P. O. Box City County Zip

Contact person: Patrick T. Johnson Telephone: (850) 937-2160

Email: ptjohnson@co.escambia.fl.us

11. Date site will be ready to be inspected for completion: 06/17/2013

12. Expected life of the facility: 7 years years

13. Estimated costs:

Total Construction: \$ Completed Closing Costs: \$ _____

14. Anticipated construction starting and completion dates:

From: Completed To: _____

15. Expected volume or weight of waste to be received: 58 yds³/day.

B. DISPOSAL FACILITY GENERAL INFORMATION

1. Provide brief description of disposal facility design and operations planned under this application:

The Oak Grove Landclearing Debris Pit is a 26 acre site with 20 acres
used as a repository for landclearing debris. The site is a former borrow
pit with an uneven bottom surface, which accepts landclearing debris
generated by residents of the North end of Escambia County.

2. Facility site supervisor: Patrick T. Johnson

Title: Director Telephone: (850) 937-2160

Email: ptjohnson@co.escambia.fl.us

3. Disposal area: Total 20 acres; Used 10 acres; Available 10 acres

4. Security to prevent unauthorized use: ☒ Yes ☐ No

5. Charge for waste received: 8.14 \$/yds³ _____ \$/ton

6. Surrounding land use, zoning:

| | |
|--|--|
| <input type="checkbox"/> Residential | <input type="checkbox"/> Industrial |
| <input checked="" type="checkbox"/> Agricultural | <input type="checkbox"/> None |
| <input type="checkbox"/> Commercial | <input type="checkbox"/> Other Describe: _____ |

7. Types of waste received:

☐ C & D debris ☒ Land Clearing Debris

8. Attendant: ☒ Yes ☐ No Trained operator: ☐ Yes ☐ No

9. Spotters: ☒ Yes ☐ No Number of spotters used: 2

10. Site located in: ☐ Floodplain ☐ Wetlands ☒ Other _____

11. Property recorded as a Disposal Site in County Land Records: ☒ Yes
☐ No

12. Days of operation: Mon thru Fri & Sat.

C. CERTIFICATION BY APPLICANT AND ENGINEER OR PUBLIC OFFICER

1. Applicant:

The undersigned applicant or authorized representative of Escambia County BOCC is aware that statements made in this form and attached information are an application for a Land Clearing Debris Pit Permit from the Department of Solid Waste Management and certifies that the information in this application is true, correct and complete to the best of his/her knowledge and belief. Further, the undersigned agrees to comply with the provisions of County Ordinance 2006-24 and all rules and regulations of the Department. It is understood that the Permit is not transferable, and the Department will be notified prior to the sale or legal transfer of the permitted facility.

Doyle Butler
Signature of Applicant or Agent

Doyle Butler, Engineering Project Coordinator

Name and Title (please type)

dobutler@co.escambia.fl.us

E-mail address (if available)

13009 Beulah Road

Mailing Address

Cantonment FL 32533

City, State, Zip Code

(850) 937-2148

Telephone Number

Attach letter of authorization if agent is not a governmental official, owner, or corporate officer.

2. Professional Engineer registered in Florida (or Public Officer if authorized under Sections 403.707 and 403.7075, Florida Statutes):

This is to certify that the engineering features of this C & DD waste management facility have been designed/examined by me and found to conform to engineering principles applicable to such facilities. In my professional judgment, this facility, when properly maintained and operated, will comply with all applicable statutes of the State of Florida and rules of the Department. It is agreed that the undersigned will provide the applicant with a set of instructions of proper maintenance and operation of the facility.

Brent Schneider
Signature

Brent Schneider, P.E./ Eng. Env. Qual. Mgr.

Name and Title (please type)

13009 Beulah Road

Mailing Address

Cantonment, FL 32533

City, State, Zip Code

bdschneider@co.escambia.fl.us

Email Address (if applicable)

(850) 937-2160

Telephone Number

Date





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4481

Public Hearings 12.

BCC Regular Meeting

Meeting Date: 07/11/2013

Issue: 5:33 p.m. Public Hearing - Releases and Transferring Natural Gas Rights from the City of Pensacola to the City of Gulf Breeze

From: Ryan Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:33 p.m. Public Hearing concerning General Releases and transferring natural gas rights from the City of Pensacola to the City of Gulf Breeze.

Recommendation: That the Board take the following action concerning General Releases and the transfer of natural gas rights:

A. Accept and acknowledge the three executed General Releases, as follows:

1. General Release from the City of Pensacola (Santa Rosa Island);
2. General Release from the City of Pensacola (Okaloosa Gas District); and
3. General Release from the City of Gulf Breeze;

B. Conduct the 5:33 p.m. Public Hearing approving the transfer of the natural gas franchise rights from the City of Pensacola to the City of Gulf Breeze for the distribution and sale of natural gas, with respect to that portion of Santa Rosa Island in the provided Agreement for Natural Gas Franchise Assignment dated February 4, 2013; and

C. Approve the terms of the Agreement for Natural Gas Franchise Assignment between the Cities of Gulf Breeze and Pensacola.

BACKGROUND:

The Board approved scheduling this public hearing on June 10, 2013.

Pursuant to Chapter 57-1313, Laws of Florida, and Chapter 98, Article II, Escambia County Code of Ordinances, the Board of County Commissioners has the authority to grant franchises for the construction, operation, and maintenance of utilities, including natural gas services, in the unincorporated areas of Escambia County. Beginning in 1960, Escambia County has granted an natural gas franchise to the City of Pensacola. Based on discussions occurring over the past several years, the City of Pensacola is seeking to transfer certain franchise rights to the City of Gulf Breeze regarding natural gas services on Santa Rosa Island. Under Section 98-33(7),

Escambia County Code of Ordinances, the Board of County Commissioners is required to hold a public hearing when one utility wishes to transfer or assign franchise rights to another utility. The requested public hearing is therefore necessary to secure the proposed transfer of franchise rights between the Cities of Pensacola and Gulf Breeze. The cities have also requested that the Board of County Commissioners adopt new ordinances establishing and confirming their respective franchise rights.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The public hearing was advertised in the Saturday edition of the Pensacola News Journal on June 29, 2013.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

General Release as to City of Pensacola (Santa Rosa Island)

General Release as to City of Pensacola (Okaloosa Gas District)

General Release (City of Gulf Breeze)

Agreement for Natural Gas Franchise Agreement

**GENERAL RELEASE AS TO CITY OF PENSACOLA
(Santa Rosa Island)**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

RECITALS

WHEREAS, Escambia County, a political subdivision of the State of Florida (County), has enacted Escambia County Ordinance No. 95-7 which granted City of Pensacola an exclusive franchise to erect, install, extend, maintain and operate a system of works, pipes, pipelines, and all necessary apparatus, machinery, structures, and appurtenances for the purpose of transporting, distributing, and selling natural gas to the inhabitants of and public generally residing or situated in the unincorporated areas of Escambia County, excluding Town of Century; and

WHEREAS, City of Pensacola and City of Gulf Breeze have agreed that City of Pensacola shall assign its natural gas franchise rights granted by Escambia County pursuant to Ordinance No. 95-7, for the area of Escambia County located on Santa Rosa Island, as memorialized in the Agreement for Natural Gas Franchise Assignment between City of Pensacola and City of Gulf Breeze made and entered into on February 4, 2013; and

WHEREAS, City of Pensacola, City of Gulf Breeze, and Escambia County participated in the process mandated by the Florida Governmental Conflict Resolution Act, Chapter 164, Fla. Stat., prior to any litigation being instituted by City of Pensacola against City of Gulf Breeze and Escambia County; and

WHEREAS, City of Pensacola and City of Gulf Breeze have participated in pre-suit mediation which culminated in the making and entering into of the Agreement for

Natural Gas Franchise Assignment by City of Pensacola and by City of Gulf Breeze;
and

WHEREAS, City of Pensacola, as the grantee of the exclusive franchise to operate, own and maintain a natural gas utility system in the unincorporated area of Escambia County, excluding town of Century and Santa Rosa Island, acknowledges that it has the responsibility to enforce and protect its exclusive franchise from violation and infringement; and

WHEREAS, the party to this General Release, City of Pensacola, desires to compromise and settle any claims that City of Pensacola now has or in the future might have against Escambia County relating to owning, operating and maintaining a natural gas utility on Santa Rosa Island.

GENERAL RELEASE

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, in the absence of any of which this General Release would not be executed and delivered by City of Pensacola nor accepted by it, and of the benefits and advantages anticipated by City of Pensacola and by Escambia County from the compromise and settlement of any claims now existing or which in the future might exist against Escambia County relating to the Agreement for Natural Gas Franchise Assignment dated February 4, 2013 and relating to claims as to owning, operating and maintaining a natural gas utility on Santa Rosa Island, and in consideration of the unconditional approval of the Agreement for Natural Gas Franchise Assignment dated February 4, 2013 and the adoption of an ordinance by Escambia County as set forth in paragraphs 3a, 3b and 3c of the Agreement for Natural Gas Franchise Assignment, the undersigned City of Pensacola has acquitted, released,

exonerated and discharged, and do hereby acquit, release, exonerate and discharge, Escambia County, its successors, Commissioners, legal representatives, agents and assigns, of and from any and all obligation, liability, or responsibility under the laws of the State of Florida, and of any other state of the United States, and of the United States of America, for, from, upon, under, on the account of, or growing or arising out of any claims described above including damages, claims, losses, costs, franchise fees, interest, injunctive relief, attorneys fees, charges and expenses, of every kind, nature and character, now existing or hereafter arising, resulting directly or indirectly, proximately or remotely, from the Agreement for Natural Gas Franchise Assignment, from the adoption and enforcement of Ordinance No. 95-7 and from owning, operating and maintaining a natural gas utility on Santa Rosa Island and does hereby acknowledge full and complete compromise and settlement, accord and satisfaction and payment thereof and therefor.

City of Pensacola covenants and agrees that it will not sue or bring or assert any action, claim, or cause of action in any jurisdiction or forum against Escambia County asserting any claim arising out of or from the adoption of or enforcement of Ordinance No. 95-7, arising out of or from the Agreement for Natural Gas Franchise Assignment or relating to owning, operating and maintaining a natural gas utility on Santa Rosa Island.

Escambia County may plead this General Release as a complete defense and bar to any claim released and, in such event, City of Pensacola in bringing such barred action, claim, or demand shall indemnify and hold Escambia County harmless from and against any and all costs and expenses arising therefrom (including reasonable attorneys' fees and expenses incurred in connection therewith).

The above Recitals are incorporated into this General Release and are the full, complete and entire consideration for this General Release. There is no agreement, oral or written, express or implied, whereby the City of Pensacola is to receive at any time or in any event or upon the happening of any contingency or upon the development or discovery of any fact, circumstance or condition any further consideration of any kind whatsoever relating to the Agreement for Natural Gas Franchise Assignment dated February 4, 2013 or to Ordinance No. 95-7. It is understood that the consideration recited above for this General Release in no way constitutes an admission of liability by Escambia County, but is made by the City of Pensacola as a compromise of any and all disputed claims. City of Pensacola acknowledges that it has been represented by counsel in connection with this General Release. Any rule or law or any legal decision that would require the interpretation of any claimed ambiguities in this General Release against Escambia County has no application and is expressly waived by City of Pensacola.

REMAINDER OF PAGE IS BLANK

The persons who sign this General Release hereby represent and covenant that they are fully and duly authorized to execute it and to bind thereby City of Pensacola each represents.

IN WITNESS WHEREOF, the undersigned City of Pensacola has made and executed this General Release and on the respective dates under each signature.

CITY OF PENSACOLA, FLORIDA

By: P.C. Wu
P.C. Wu, President of City Council

Date: 5-31-13

By: Ashton J. Hayward, III
Ashton J. Hayward, III, Mayor

ATTEST:

By: Ericka L. Burnett
Ericka L. Burnett, City Clerk

Date: 31 May 2013 William H. Reynolds
City Administrator
City of Pensacola

**GENERAL RELEASE AS TO CITY OF PENSACOLA
(Okaloosa Gas District)**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

RECITALS

WHEREAS, Escambia County, a political subdivision of the State of Florida (County), has enacted Escambia County Ordinance No. 95-7 which granted City of Pensacola an exclusive franchise to erect, install, extend, maintain and operate a system of works, pipes, pipelines, and all necessary apparatus, machinery, structures, and appurtenances for the purpose of transporting, distributing, and selling natural gas to the inhabitants of and public generally residing or situated in the unincorporated areas of Escambia County, excluding Town of Century; and

WHEREAS, City of Pensacola and City of Gulf Breeze have agreed that City of Pensacola shall assign its natural gas franchise rights granted by Escambia County pursuant to Ordinance No. 95-7, for the area of Escambia County located on Santa Rosa Island, as memorialized in the Agreement for Natural Gas Franchise Assignment between City of Pensacola and City of Gulf Breeze made and entered into on February 4, 2013; and

WHEREAS, City of Pensacola, City of Gulf Breeze, and Escambia County participated in the process mandated by the Florida Governmental Conflict Resolution Act, Chapter 164, Fla. Stat., prior to any litigation being instituted by City of Pensacola against City of Gulf Breeze and Escambia County; and

WHEREAS, City of Pensacola and City of Gulf Breeze have participated in pre-suit mediation which culminated in the making and entering into of the Agreement for

Natural Gas Franchise Assignment by City of Pensacola and by City of Gulf Breeze;
and

WHEREAS, the Okaloosa Gas District has provided natural gas distribution to certain of Escambia County's inhabitants in the unincorporated areas of Escambia County excluding Town of Century and Santa Rosa Island for a number of years; and

WHEREAS, City of Pensacola, as the grantee of the exclusive franchise to operate, own and maintain a natural gas utility system in the unincorporated area of Escambia County, excluding town of Century and Santa Rosa Island, has acknowledged that it has the responsibility to enforce and protect its exclusive franchise from violation and infringement; and

WHEREAS, the party to this General Release, City of Pensacola, desires to compromise and settle any claims that City of Pensacola now has relating to actively billed customers of Okaloosa Gas District existing as of the date of execution of this release in the unincorporated areas of Escambia County, excluding Town of Century and Santa Rosa Island.

GENERAL RELEASE

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, in the absence of any of which this General Release would not be executed and delivered by City of Pensacola nor accepted by it, and of the benefits and advantages anticipated by City of Pensacola and by Escambia County from the compromise and settlement of any claims now existing or which in the future might exist against Escambia County relating to the Agreement for Natural Gas Franchise Assignment dated February 4, 2013 and relating to claims as to actively billed customers of Okaloosa Gas District existing as of the date

of execution of this release and in consideration of the unconditional approval of the Agreement for Natural Gas Franchise Assignment dated February 4, 2013 and the adoption of an ordinance by Escambia County as set forth in paragraphs 3a, 3b and 3c of the Agreement for Natural Gas Franchise Assignment, the undersigned City of Pensacola has acquitted, released, exonerated and discharged, and do hereby acquit, release, exonerate and discharge, Escambia County, its successors, Commissioners, legal representatives, agents and assigns, of and from any and all obligation, liability, or responsibility under the laws of the State of Florida, and of any other state of the United States, and of the United States of America, for, from, upon, under, on the account of, or growing or arising out of any claims described above including damages, claims, losses, costs, franchise fees, interest, injunctive relief, attorneys fees, charges and expenses, of every kind, nature and character, now existing or hereafter arising, resulting directly or indirectly, proximately or remotely, from the Agreement for Natural Gas Franchise Assignment, from the adoption and enforcement of Ordinance No. 95-7 and from claims relating to actively billed customers of Okaloosa Gas District existing as of the date of execution of this release in the unincorporated areas of Escambia County, excluding Town of Century and Santa Rosa Island and does hereby acknowledge full and complete compromise and settlement, accord and satisfaction and payment thereof and therefor.

City of Pensacola covenants and agrees that it will not sue or bring or assert any action, claim, or cause of action in any jurisdiction or forum against Escambia County asserting any claim arising out of or from the adoption of or enforcement of Ordinance No. 95-7, arising out of or from the Agreement for Natural Gas Franchise Assignment or

relating to actively billed customers of Okaloosa Gas District existing as of the date of this release in the unincorporated areas of Escambia County, excluding Town of Century and Santa Rosa Island.

Escambia County may plead this General Release as a complete defense and bar to any claim released and, in such event, City of Pensacola in bringing such barred action, claim, or demand shall indemnify and hold Escambia County harmless from and against any and all costs and expenses arising therefrom (including reasonable attorneys' fees and expenses incurred in connection therewith).

The above Recitals are incorporated into this General Release and are the full, complete and entire consideration for this General Release. There is no agreement, oral or written, express or implied, whereby the City of Pensacola is to receive at any time or in any event or upon the happening of any contingency or upon the development or discovery of any fact, circumstance or condition any further consideration of any kind whatsoever relating to the Agreement for Natural Gas Franchise Assignment dated February 4, 2013 or to Ordinance No. 95-7. It is understood that the consideration recited above for this General Release in no way constitutes an admission of liability by Escambia County, but is made by the City of Pensacola as a compromise of any and all disputed claims. City of Pensacola acknowledges that Escambia County has no duty or obligation to prohibit or to seek an injunction to prohibit Okaloosa Gas District from owning, operating or maintaining a natural gas utility in the unincorporated areas of Escambia County for actively billed customers of Okaloosa Gas District existing as of the date of execution of this release, excluding Town of Century and Santa Rosa Island.

City of Pensacola acknowledges that it has been represented by counsel in connection with this General Release. Any rule or law or any legal decision that would require the interpretation of any claimed ambiguities in this General Release against Escambia County has no application and is expressly waived by City of Pensacola.

The persons who sign this General Release hereby represent and covenant that they are fully and duly authorized to execute it and to bind thereby City of Pensacola each represents.

IN WITNESS WHEREOF, the undersigned City of Pensacola has made and executed this General Release and on the respective dates under each signature.

CITY OF PENSACOLA, FLORIDA

By: P.C. Wu
P.C. Wu, President of City Council

Date: 5/31/13

By: Ashton D. Hayward
Ashton D. Hayward, III, Mayor

ATTEST:

By: Ericka L. Burnett
Ericka L. Burnett, City Clerk

Date: 31 May 2013 William H. Reynolds
City Administrator
City of Pensacola

GENERAL RELEASE

STATE OF FLORIDA
COUNTY OF SANTA ROSA

RECITALS

WHEREAS, Escambia County, a political subdivision of the State of Florida (County), has enacted Escambia County Ordinance No. 95-7 which granted City of Pensacola an exclusive franchise to erect, install, extend, maintain and operate a system of works, pipes, pipelines, and all necessary apparatus, machinery, structures, and appurtenances for the purpose of transporting, distributing, and selling natural gas to the inhabitants of and public generally residing or situated in the unincorporated areas of Escambia County, excluding Town of Century; and

WHEREAS, City of Pensacola and City of Gulf Breeze have agreed that City of Pensacola shall assign its natural gas franchise rights granted by Escambia County pursuant to Ordinance No. 95-7, for the area of Escambia County located on Santa Rosa Island, as memorialized in the Agreement for Natural Gas Franchise Assignment between City of Pensacola and City of Gulf Breeze made and entered into on February 4, 2013; and

WHEREAS, City of Pensacola, City of Gulf Breeze, and Escambia County participated in the process mandated by the Florida Governmental Conflict Resolution Act, Chapter 164, Fla. Stat., prior to any litigation being instituted by City of Pensacola against City of Gulf Breeze and Escambia County; and

WHEREAS, City of Pensacola and City of Gulf Breeze have participated in pre-suit mediation which culminated in the making and entering into of the Agreement for

Natural Gas Franchise Assignment by City of Pensacola and by City of Gulf Breeze;
and

WHEREAS, the Okaloosa Gas District has for a number of years provided natural gas distribution to certain of Escambia County's inhabitants in the unincorporated areas of Escambia County excluding Town of Century and Santa Rosa Island; and

GENERAL RELEASE

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, in the absence of any of which this General Release would not be executed and delivered by the City of Gulf Breeze (hereinafter "Gulf Breeze") nor accepted by it, and of the benefits and advantages anticipated by Gulf Breeze and by Escambia County from the compromise and settlement of any claims now existing or which in the future might exist, and in consideration of the unconditional approval of the Agreement for Natural Gas Franchise Assignment dated February 4, 2013 and the adoption of an ordinance by Escambia County as set forth in paragraphs 3a and 3c of the Agreement for Natural Gas Franchise Assignment, Gulf Breeze has acquitted, released, exonerated and discharged, and does hereby acquit, release, exonerate and discharge, Escambia County, its successors, Commissioners, legal representatives, agents and assigns, of and from any and all obligation, liability, or responsibility under the laws of the State of Florida, and of any other state of the United States, and of the United States of America, for, from, upon, under, on the account of, or growing or arising out of any claims described above including damages, claims, losses, costs, franchise fees,

interest, injunctive relief, attorneys fees, charges and expenses, of every kind, nature and character, now existing or hereafter arising, resulting directly or indirectly, proximately or remotely, from the Agreement for Natural Gas Franchise Assignment and from the adoption and enforcement of Ordinance No. 95-7 and does hereby acknowledge full and complete compromise and settlement, accord and satisfaction and payment thereof and therefor.

Gulf Breeze covenants and agrees that it will not sue or bring or assert any action, claim, or cause of action in any jurisdiction or forum against Escambia County asserting any claim arising out of or from the adoption of or enforcement of Ordinance No. 95-7 or arising out of or from the Agreement for Natural Gas Franchise Assignment.

Escambia County may plead this General Release as a complete defense and bar to any claim released and, in such event, Gulf Breeze shall indemnify and hold Escambia County harmless from and against any and all costs and expenses arising therefrom (including reasonable attorneys' fees and expenses incurred in connection therewith).

The above Recitals are incorporated into this General Release and are the full, complete and entire consideration for this General Release. Except for taking action contemplated in paragraphs 3a and 3c of the Agreement for Natural Gas Franchise Assignment, there is no agreement, oral or written, express or implied, whereby Gulf Breeze is to receive at any time or in any event or upon the happening of any contingency or upon the development or discovery of any fact, circumstance or condition any further consideration of any kind whatsoever relating to the Agreement for Natural Gas Franchise Assignment dated February 4, 2013 or to Ordinance No. 95-7. It

is understood that the consideration recited above for this General Release in no way constitutes an admission of liability by Escambia County, but is made by Gulf Breeze as a compromise of any and all claims released hereby. Gulf Breeze acknowledges that Escambia County has no duty or obligation to prohibit or to seek an injunction to prohibit Okaloosa Gas District from owning, operating or maintaining a natural gas utility in the unincorporated areas of Escambia County, excluding Town of Century and Santa Rosa Island.

Gulf Breeze acknowledges that it has been represented by counsel in connection with this General Release. Any rule or law or any legal decision that would require the interpretation of any claimed ambiguities in this General Release against Escambia County has no application and is expressly waived by Gulf Breeze. .

The person who signs this General Release hereby represents and covenants that they are fully and duly authorized to execute it and to bind Gulf Breeze thereby

IN WITNESS WHEREOF, the City of Gulf Breeze has made and executed this General Release on the 1st day of April, 2013.

CITY OF GULF BREEZE, FLORIDA

By: Beverly Zimmern
Beverly Zimmern/Mayor

ATTEST:

By: Marita Rhodes
Marita Rhodes, City Clerk

**AGREEMENT FOR
NATURAL GAS FRANCHISE ASSIGNMENT**

THIS AGREEMENT is made and entered into as of the 4th day of February, 2013, between THE CITY OF PENSACOLA, a Florida municipal corporation ("**Pensacola**"), and THE CITY OF GULF BREEZE, a Florida municipal corporation ("**Gulf Breeze**"), sometimes referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, Pensacola, doing business under the name of Pensacola Energy (f/k/a Energy Services of Pensacola), owns and operates facilities for the distribution and sale of natural gas in Escambia County, Florida; and,

WHEREAS, pursuant to certain resolutions and ordinances enacted by the Board of County Commissioners of Escambia County, Florida, including but not limited to Escambia County Ordinance 95-7, (hereinafter all such ordinances and resolutions are collectively referred to as the "Franchise Ordinance") Pensacola (i) has conducted certain of its natural gas operations in portions of Escambia County, or (ii) has the right to conduct its natural gas operations in portions of Escambia County where it may not heretofore have engaged in and/or is not currently engaging in natural gas operations (e.g., Santa Rosa Island); and,

WHEREAS, Pensacola is willing to sell and Gulf Breeze is willing to purchase any and all natural gas franchise rights, interests, or authority that Pensacola has or may have with respect to the portion of Santa Rosa Island located in Escambia County ("**Santa Rosa Island**"), including those provided in the Franchise Ordinance;

NOW, THEREFORE, based upon the above recitals and for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the Parties hereby agree as follows:

1. **Purchase Price:** Subject to the terms and conditions set forth in this Agreement, within fifteen (15) days after the date of satisfaction or written waiver of all conditions stated in Paragraph 3 of this Agreement ("**the Effective Date**"), Gulf Breeze agrees to pay to Pensacola the sum of Four Hundred Seventy Thousand and XX/100 Dollars (\$470,000.00) (hereinafter the "Purchase Price") for the conveyance, transfer, and assignment of all rights, benefits, authorizations, and privileges to provide natural gas utility service, including those contemplated in the Franchise Ordinance, as they pertain to Santa Rosa Island (hereinafter the "Pensacola Beach Franchise Rights").

2. **Conveyances, Etc:** Subject to the terms hereof, including the conditions precedent set forth in Paragraph 3, below, and Pensacola's right of first refusal set forth in Paragraph 4, below, Pensacola does hereby:

(a) Convey, transfer and assign to Gulf Breeze the Pensacola Beach Franchise Rights and any and all of Pensacola's rights to erect, install, extend, maintain, and operate on Santa Rosa Island a system of works, pipes, pipelines, apparatus, equipment, machinery, structures, infrastructure and other improvements reasonably necessary or appropriate for a natural gas utility; and

(b) Waive in favor of and release unto Gulf Breeze any and all rights, claims and causes of action Pensacola now has and in the future might have to own, operate and maintain a natural gas utility on Santa Rosa Island.

Pensacola covenants and warrants unto Gulf Breeze that: (i) Pensacola is the lawful owner of the Pensacola Beach Franchise Rights; (ii) Pensacola has not assigned, conveyed, sold or encumbered any right or interest in or to the Pensacola Beach Franchise Rights; and, (iii) Subject to any required approvals to assign the rights (e.g., from Escambia County), Pensacola has good right and lawful authority to assign, transfer, and convey the Pensacola Beach Franchise Rights to Gulf Breeze; and (iv) Pensacola has taken all actions necessary to authorize execution and performance of the terms of this Agreement.

3. **Conditions Precedent:** The Parties' obligations in and under this Agreement are subject to satisfaction or prior written waiver of each of the following conditions precedent:

(a) Unconditional approval of all terms of this Agreement, without modification, by the Board of County Commissioners of Escambia County, Florida ("**the County Commission**");

(b) The County Commission's adoption of an ordinance: (1) re-affirming Pensacola's exclusive gas franchise for all portions of Escambia County, Florida, except the previously excepted areas within the Town of Century and Santa Rosa Island; and (2) releasing and discharging Pensacola from all obligations to observe, comply with, or perform the requirements of the Franchise Ordinance with respect to Santa Rosa Island;

(c) The County Commission adopting an ordinance and Gulf Breeze's acceptance thereof granting unto Gulf Breeze a franchise to conduct natural gas utility operations to, at, and upon Santa Rosa Island which franchise ordinance must contain terms that are substantially similar to those set forth in the Franchise Ordinance (save and except that the ordinance need not contain any cap or limitation upon the amount or percentage of franchise fees that may be assessed by Escambia County provided that such franchise fees are uniformly imposed upon all utility franchisees);

(d) Performance or satisfaction of such conditions as Escambia County may reasonably require in connection with or as conditions for the actions contemplated in subparagraphs (a) through (c), above in this paragraph 3; and

(e) A mutual release of all claims, in a form acceptable to both Parties, relating in any manner to the subject matter or disputes which gave rise to this Agreement or the Gas Supply Contract which either Party may currently have or which arises as a result of actions that occurred prior to the Effective Date.

The Parties will cooperate with each other and will jointly pursue the County Commission's approvals, with the goal that such approvals are obtained as soon as practicable.

4. **Right of First Refusal:** In the event Gulf Breeze should during the term of this Agreement solicit or receive an offer from a third party that includes or seeks the sale or conveyance of the Pensacola Beach Franchise Rights, Gulf Breeze shall require such offer to separately itemize and apportion the terms, conditions, and considerations thereof applicable to the conveyance of the Pensacola Beach Franchise Rights. Before Gulf Breeze may accept any such offer, it must submit to Pensacola the separately itemized terms, conditions, and consideration applicable to the sale or conveyance of the Pensacola Beach Franchise Rights. Pensacola shall then have thirty (30) days within which to exercise a right of first refusal to purchase and acquire the Pensacola Beach Franchise Rights on and for the same terms, conditions, and considerations as set forth in the separate itemization. If Pensacola elects to exercise its right of first refusal, it must do so in writing and the written acceptance must be received by Gulf Breeze within thirty (30) days of the date that Gulf Breeze furnishes to Pensacola the separately itemized terms, conditions, and considerations proposed by or offered to a third party for purchase or acquisitions of the Pensacola Beach Franchise Rights. If for any reason Pensacola fails to provide such written acceptance to Gulf Breeze within this thirty (30) day time period, Pensacola's right of first refusal as contemplated in this paragraph shall immediately upon expiration of this thirty (30) day time period be deemed to have been waived, terminated, expired, and for no further force and effect.

Notwithstanding the provisions of the preceding paragraph, Pensacola's right of first refusal as set forth in the preceding paragraph shall not apply, and Gulf Breeze shall be free to sell or convey the Pensacola Beach Franchise Rights without regard to, being subject to, or complying with the provisions of the preceding paragraph, if the Pensacola Beach Franchise Rights are sold or conveyed (i) to a governmental or quasi-governmental entity, an interlocal agency as contemplated in Florida Statutes Chapter 163, a partnership or other business organization as to whom Gulf Breeze maintains an ownership interest, or a nonprofit organization recognized as tax-exempt under Section 501(c) of the Internal Revenue Code; or (ii) pursuant to a sealed bid basis; provided, however, in the event of a sale or conveyance of the Pensacola Beach Franchise Rights to an entity described in the preceding clause (i) without Pensacola being offered the right of first refusal as

contemplated in the preceding paragraph, the entity purchasing or receiving such conveyance shall remain subject to the terms, conditions, and limitations of Pensacola's right of first refusal as contemplated in this Paragraph 4.

5. **Fees and Costs:** The Parties will share equally the mediation fees due to Clark Partington Hart Larry Bond & Stackhouse.

6. **Joint Defense:** As of the Effective Date, Pensacola and Gulf Breeze will jointly and severally defend and equally share the costs and expenses relating to any and all legal or administrative challenges related to or arising out of the matters set forth in Paragraphs 1 and 2, above.

7. **Entire Agreement:** The Parties agree and acknowledge that the terms and conditions set forth herein contain the entire understandings and agreements of the Parties with respect to the subject matter hereof and supersede all prior proposals, agreements, and understandings between the Parties. Other than those set forth in this Agreement, there are no promises, covenants, or undertakings contained in any other written or oral agreement, communication, or document.

8. **Territorial Agreement:** The Parties hereby agree and declare as follows:

(a) The areas of south Santa Rosa County where Gulf Breeze either currently provides or is able to provide natural gas utility service or which are not served by Okaloosa Gas District together with Santa Rosa Island (hereinafter collectively the "Gulf Breeze Service Territory") shall be deemed to be part of Gulf Breeze's exclusive territory for purposes of natural gas utility service and shall not be part of Pensacola's natural gas utility service territory;

(b) All other areas of Escambia County as contemplated in the Franchise Ordinance excluding Santa Rosa Island (hereinafter the "Pensacola Service Territory") shall be deemed to be part of Pensacola's exclusive territory for purposes of natural gas utility service and shall not be part of Gulf Breeze's natural gas utility service territory;

(c) Pensacola will not in any manner, directly or indirectly, provide or attempt to provide any natural gas utility services or similar utility services to or within the Gulf Breeze Service Territory;

(d) Gulf Breeze will not in any manner, directly or indirectly, provide or attempt to provide any natural gas utility services or similar utility services to or within the Pensacola Service Territory;

(e) Pensacola relinquishes unto Gulf Breeze all rights, privileges, and authorizations to provide natural gas utility service or similar utility service to or within the Gulf Breeze Service Territory;

(f) Gulf Breeze relinquishes unto Pensacola all rights, privileges, and authorizations to provide natural gas utility service or similar utility service to or within the Pensacola Service Territory;

(g) Pensacola will not in any manner, directly or indirectly, compete against Gulf Breeze with respect to natural gas utility service to or within the Gulf Breeze Service Territory; and

(h) Gulf Breeze will not in any manner, directly or indirectly, compete against Pensacola with respect to natural gas utility service to or within the Pensacola Service Territory.

9. **Exclusion of Gas Sales:** Except as otherwise expressly stated herein, this Agreement concerns only the purchase and assignment of the Pensacola Beach Franchise Rights does not include, extend to or address any claims, issues or other matters concerning the purchase and sale of the natural gas between Gulf Breeze and Pensacola.

10. **Notices:** Any notice or other communication required or permitted to be given by this Agreement or by applicable law shall be in writing and shall be deemed received (a) on the date delivered, if sent by hand delivery (to the person or department if one is specified below) with receipt acknowledged by the recipient thereof, (b) five (5) business days after the date deposited in the U.S. mail, certified or registered, with return receipt requested, or (c) one (1) business day after the date deposited with Federal Express or other nationally recognized overnight carrier, and in each case addressed as follows:

To Pensacola: Pensacola Energy
 ATTN: Director
 1625 Atwood Drive
 Pensacola, Florida 32514
 Facsimile: (850) 474-5331

To Gulf Breeze: City of Gulf Breeze
 ATTN: City Manager
 P.O. Box 640
 1070 Shoreline Drive
 Gulf Breeze, Florida 32562-0640
 Facsimile: (850) 934-5114

11. **Successors and Assigns:** Whenever in this Agreement any party is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements of the Parties which are contained in this Agreement shall bind each Party's successors and assigns and shall inure to the benefit of the successors and assigns of each of the other Parties.

12. **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida (without regard to conflict of laws principles).

13. **Non-Waiver:** Neither any failure nor any delay on the part of any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise or the exercise of any other right, power or privilege.

14. **Modification and Amendment:** No modification, amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by each of the Parties, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

15. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but when taken together shall constitute but one agreement, and any Party may execute this Agreement by executing any one or more of such counterparts.

16. **Section Titles:** The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the Parties.

17. **Enforcement Costs:** If any Party to this Agreement employs attorneys to enforce any rights arising out of or related to this Agreement, the prevailing Party in any litigation, arbitration or mediation shall be entitled to recover, in addition to all other available relief, its reasonable attorneys' fees, costs, expert witness fees, investigatory costs and all other related expenses in all proceedings (including but not limited to pre-trial, mediation, arbitration, trial, and appellate proceedings).

18. EACH PARTY HAS READ THIS AGREEMENT AND INTENDS TO BE LEGALLY BOUND BY ITS TERMS.

CITY OF PENSACOLA, FLORIDA

By: P.C. Wu
P.C. Wu, President of
City Council

By: Ashton J. Hayward, III
Ashton J. Hayward, III, Mayor

William H. Reynolds
City Administrator
City of Pensacola

ATTEST:

By: Ericka L. Burnett
Ericka L. Burnett, City Clerk

CITY OF GULF BREEZE, FLORIDA

By: Beverly H. Zimmer
Beverly Zimmer, Mayor

ATTEST:

By: Marita Rhodes
Marita Rhodes, City Clerk

Legal In Form and Valid as Drawn

Jim Messer
Jim Messer
City Attorney

Approved As To Content

Don J. Suarez
Don J. Suarez
Pensacola Energy Director



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4499

Public Hearings 13.

BCC Regular Meeting

Meeting Date: 07/11/2013

Issue: 5:34 p.m. Public Hearing - Adoption of a Natural Gas Franchise Ordinance with the City of Gulf Breeze

From: Ryan Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:34 p.m. Public Hearing for consideration of adopting a Natural Gas Franchise Ordinance with the City of Gulf Breeze.

Recommendation: That the Board adopt a Natural Gas Franchise Ordinance between Escambia County and the City of Gulf Breeze regarding natural gas services on Santa Rosa Island.

BACKGROUND:

The Board approved scheduling this public hearing on June 10, 2013. Pursuant to Chapter 57-1313, Laws of Florida, and Chapter 98, Article II, Escambia County Code of Ordinances, the Board of County Commissioners has the authority to grant franchises for the construction, operation, and maintenance of utilities, including natural gas services, in the unincorporated areas of Escambia County. Beginning in 1960, Escambia County has granted an natural gas franchise to the City of Pensacola. Based on discussions occurring over the past several years, the City of Pensacola is seeking to transfer certain franchise rights to the City of Gulf Breeze regarding natural gas services on Santa Rosa Island. Under Section 98-33(7), Escambia County Code of Ordinances, the Board of County Commissioners is required to hold a public hearing when one utility wishes to transfer or assign franchise rights to another utility. The requested public hearing is therefore necessary to secure the proposed transfer of franchise rights between the Cities of Pensacola and Gulf Breeze. The cities have also requested that the Board of County Commissioners adopt new ordinances establishing and confirming their respective franchise rights.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This ordinance has been reviewed and approved by Assistant County Attorney Ryan Ross. The public hearing was advertised in the Saturday edition of the Pensacola News Journal on June 29, 2013.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordinance

ORDINANCE NUMBER 2013-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, GRANTING UNTO THE CITY OF GULF BREEZE, FLORIDA, AN EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE A NATURAL GAS DISTRIBUTION SYSTEM ON THE PORTION OF SANTA ROSA ISLAND LOCATED IN ESCAMBIA COUNTY, FLORIDA; ESTABLISHING A FRANCHISE FEE; REQUIRING INDEMNIFICATION; GRANTING ACCESS TO ESCAMBIA COUNTY RIGHTS-OF-WAY; PROVIDING FOR MODIFICATION AND TERMINATION; IDENTIFYING CONSIDERATIONS; REQUIRING ACCEPTANCE BY THE CITY OF GULF BREEZE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Escambia County Board of County Commissioners has the home rule power and authority to grant franchises for the construction, operation, and maintenance of utilities, including natural gas utility services, in the unincorporated areas of Escambia County; and

WHEREAS, the Board of County Commissioners deems it of paramount importance to insure the availability of natural gas utility services on that portion of Santa Rosa Island located in the unincorporated area of Escambia County; and

WHEREAS, since 1960 the Board of County Commissioners has adopted ordinances, resolutions, and an interlocal agreement with the City of Pensacola, Florida, that awarded unto the City of Pensacola a franchise to provide natural gas utility services to, among other areas, that portion of Santa Rosa Island located in the unincorporated areas of Escambia County; and

WHEREAS, since 1960 the City of Pensacola has failed to construct, operate, or maintain any natural gas utility facilities at or provide natural gas utility services to that portion of Santa Rosa Island located in the unincorporated area of Escambia County, and the City of Pensacola is presently unable to promptly and efficiently provide natural gas utility services to that area nor has it expressed a willingness to do so; and

WHEREAS, the Board of County Commissioners finds that the City of Gulf Breeze, Florida, has the present ability to immediately provide natural gas utility services to that portion of Santa Rosa Island located in the unincorporated area of Escambia County; and

WHEREAS, the Board of County Commissioners is aware that numerous residents and businesses on that portion of Santa Rosa Island located in the unincorporated area of Escambia County currently desire to be provided with natural gas utility service and have

requested that the Board grant such permission, authority, and franchise unto the City of Gulf Breeze as appropriate to allow it to provide such utility services; and

WHEREAS, the Board of County Commissioners finds that not only is the City of Gulf Breeze presently qualified and immediately able to provide such natural gas utility services, but that it also has the willingness to do so; and

WHEREAS, pursuant to Ordinance No. 2012-7, the Board of County Commissioners granted unto the City of Gulf Breeze the non-exclusive right, privilege, license, permit, franchise, and easement to operate a natural gas utility facilities at and provide natural gas utility services to that portion of Santa Rosa Island located in the unincorporated area of Escambia County; and

WHEREAS, the City of Pensacola asserted that Escambia County could not lawfully confer the aforesaid franchise rights unto the City of Gulf Breeze; rather, notwithstanding that it had not provided any natural gas utility services at or to Santa Rosa Island since it was initially conferred franchise rights to do so in 1960, the City of Pensacola instead asserted that it had the exclusive rights to provide such services and demanded compensation as a condition for Escambia County conferring any franchise rights unto Gulf Breeze; and

WHEREAS, the City of Pensacola filed a notice of claim and threatened to commence litigation against both Escambia County and the City of Gulf Breeze contending that the City of Pensacola incurred damages as a result of Escambia County's grant of the aforesaid franchise rights unto the City of Gulf Breeze and, further, as a result of the City of Gulf Breeze providing natural gas utility services at and to that portion of Santa Rosa Island located in the unincorporated areas of Escambia County; and

WHEREAS, the City of Pensacola and the City of Gulf Breeze have recently entered into that certain Agreement for Natural Gas Franchise Assignment dated as of the 4th of February, 2013 (the "Agreement"), in which those parties agreed that, among other agreements more particularly set forth therein, and subject to the Escambia County Board of County Commissioners' approval of the terms of the Agreement:

(i) The City of Pensacola will convey, transfer, and assign unto the City of Gulf Breeze all rights, privileges, and authorizations which the Escambia County Board of County Commissioners has conferred unto the City of Pensacola to provide natural gas utility services to and at that portion of Santa Rosa Island located within the unincorporated areas of Escambia County, including but not limited to the rights, authorities, privileges, and franchise to provide such services as contemplated in Escambia County Ordinance No. 95-7;

(ii) The City of Pensacola will waive in favor of and release unto the City of Gulf Breeze any and all rights, claims, and causes of action which Pensacola has or might have to own, operate, and maintain a natural gas utility on that portion of Santa Rosa Island located in the unincorporated area of Escambia County; and

(iii) Subject to the terms and conditions set forth in the Agreement, the City of Gulf Breeze will pay unto the City of Pensacola the sum of \$470,000.00 for the conveyance, transfer, and assignment of all rights, benefits, authorizations, and privileges to provide natural gas utility service, including those rights, benefits, authorizations, and privileges as referenced above provided by Escambia County Board of County Commissioners unto the City of Pensacola to provide natural gas utility services and operate a natural gas utility, to and at that portion of Santa Rosa Island located in the unincorporated areas of Escambia County; and

WHEREAS, in addition to the Escambia County Board of County Commissioners' approval of the terms of the Agreement, the obligations of the City of Pensacola and the City of Gulf Breeze to perform pursuant to the Agreement are further subject to satisfaction or prior written waiver of, among other conditions, the following conditions precedent:

(i) The Escambia County Board of County Commissioners' adoption of an ordinance (a) reaffirming the City of Pensacola's franchise rights for portions of the unincorporated area of Escambia County, Florida, excluding that portion of Santa Rosa Island located in the unincorporated area of Escambia County; and (b) releasing and discharging the City of Pensacola from all obligations to observe, comply with, or perform with respect to that portion of Santa Rosa Island located in the unincorporated areas of Escambia County the requirements of any franchise granted by the Escambia County Board of County Commissioners unto the City of Pensacola;

(ii) The Escambia County Board of County Commissioners' adoption of an ordinance, and the City of Gulf Breeze's acceptance thereof, granting unto the City of Gulf Breeze a franchise to conduct natural gas utility operations to, at, and upon that portion of Santa Rosa Island located in the unincorporated areas of Escambia County which ordinance must contain terms that are substantially similar to those set forth in Escambia County Ordinance No. 95-7 (save and except that the ordinance need not contain the cap or limitation upon the amount or percentage of franchise fees that may be assessed by Escambia County as mentioned in Ordinance No. 95-7, provided that such franchise fees are uniformly imposed upon all utility franchises); and

(iii) Performance or satisfaction of such conditions as the Escambia County Board of County Commissioners may reasonably require in connection with or as a condition for the actions contemplated above; and

WHEREAS, pursuant to Section 98-33(7) of the Escambia County Code of Ordinances, the Board of County Commissioners has the authority to approve the City of Pensacola's transfer and assignment unto the City of Gulf Breeze of the rights, privileges, authorities, and franchises contemplated herein and in the Agreement; and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of Escambia County and its residents and inhabitants to approve the Agreement, consent to the transfer and assignment of the various franchise rights and privileges contemplated

therein, and to adopt this Ordinance awarding a franchise to and in favor of the City of Gulf Breeze; and

WHEREAS, the Escambia County Board of County Commissioners finds that the City of Pensacola and the City of Gulf Breeze have fulfilled the requirements contemplated in Section 98-33(7) for the transfer and assignment of the aforesaid franchise rights, including publication of notice of a public hearing, and the Board hereby adopts this Ordinance for the purposes of conferring the rights, authorizations, permissions, and franchises more particularly contemplated herein; and

WHEREAS, the Escambia County Board of County Commissioners accordingly shall award an exclusive franchise to the City of Gulf Breeze, Florida, for the construction, maintenance, and operation of a natural gas utility system, and to provide natural gas utility services, at, to, and on that portion of Santa Rosa Island located in the unincorporated area of Escambia County, all subject to the terms and conditions more particularly set forth herein; and

WHEREAS, the Escambia County Board of County Commissioners finds that this Ordinance advances and promotes the public health, safety, and welfare of the inhabitants and the general public, and is in the best interests, of Escambia County.

NOW, THEREFORE, be it ordained by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Legislative Findings. The aforementioned recitals are hereby incorporated into this Ordinance as legislative findings rendered by the Escambia County Board of County Commissioners in support of this Ordinance.

Section 2. Grant of Franchise for Natural Gas Services At, On, and To Santa Rosa Island. Escambia County, Florida, a political subdivision of the State of Florida ("Grantor"), does hereby grant unto the City of Gulf Breeze, a Florida municipal corporation, its successors and assigns ("Grantee"), the exclusive (as far as the law permits) right, privilege, license, permit, franchise, and easement to erect, install, extend, maintain, and operate a system of works, pipes, pipelines, and all necessary apparatuses, machinery, structures, and appurtenances, in, on, and under the streets, alleys, avenues, bridges, easements, and other public ways and properties for the purposes of transporting, distributing, and selling natural gas and providing natural gas utility services to Grantor, its inhabitants and the public generally for domestic, commercial, and industrial uses and for any and all other purposes for which gas, during the period of this grant, may be used, together with the right to enter upon all public streets and ways and properties of said Grantor for the purpose of installing, removing, repairing, relocating, constructing, maintaining, operating, etc., said facilities and equipment, including the operation, distribution, transmission, and maintenance of a natural gas utility system and providing natural gas utility services, and doing all other acts authorized hereby.

For purposes hereof, the geographic area for which this franchise applies (the "Franchise Territory") shall be that portion of Santa Rosa Island located within the unincorporated area of Escambia County, Florida, together with all appurtenances thereto (e.g., rights to use easements and proprietary rights applicable to rights-of way and bridges thereto and therefrom) and the Franchise Territory shall not include or apply to any other area of Escambia County.

Section 3. Term. This franchise, including all rights, privileges, authorities, licenses, permissions, and easements accompanying the same and being granted hereby, is hereby granted and shall continue in full force and effect for a term continuing until March 1, 2045, and pursuant thereto, the Grantee shall operate and conduct the natural gas utility system in the Franchise Territory in such manner as the Grantee, in its sole discretion, shall determine from time to time without regulation by Grantor. The Grantee shall also have the option of extending this franchise term for an additional fifty (50) years, which extension shall be deemed automatic unless the Grantee advises the Grantor in writing, on or before March 1, 2044, of its intention to terminate its rights under this franchise.

Section 4. Franchise Fee. Grantor does hereby impose, levy, and assess a franchise fee to be collected by Grantee equal to five percent (5%) of Grantee's gross revenues collected monthly from gas sold to its customers located within the Franchise Territory. The franchise fee shall be remitted by Grantee to Grantor monthly, in arrears, for gas delivered on or after the effective date of this Ordinance. Such remittance shall occur within thirty (30) days after the first day of the month for franchise fees collected during the preceding month.

Section 5. Indemnification. Grantor hereby agrees to indemnify and hold harmless Grantee, its officers, agents, and employees, from any liability, loss, or damage which they may suffer as a result of any claims, demands, costs, or judgments against them, whether arising out of legal, equitable, or administrative proceedings as a result of Grantee's collection of the franchise fees mandated by this Ordinance. Grantor further agrees to provide a legal defense for Grantee, its officers, agents, and employees, and defend them with respect to their collection of the franchise fees, including, but not limited to, the remittance of any franchise fees to Grantor.

Grantor shall not be liable or responsible for any accident or damage that may occur in the construction, operation, or maintenance by Grantee of its facilities or apparatus hereunder and the acceptance of this Ordinance shall be deemed an agreement, to the extent permitted by law, on the part of Grantee to indemnify Grantor and hold it harmless against any and all liability, loss, cost, damage, or expense which may accrue to Grantor arising out of Grantee's construction, operation, or maintenance of its facilities hereunder.

Section 6. Access Over Escambia County Rights-of-Way; Location of Grantee's Facilities. Grantee's facilities for the provision of natural gas services shall be located or relocated and so erected as to interfere as little as possible with traffic over Grantor's rights-of-way, including streets, alleys, bridges, and public places within the Franchise Territory, and with reasonable egress from and ingress to abutting property. Grantee further agrees that it will not create any obstructions or conditions in the exercise of this franchise that is or may become dangerous to the traveling public.

Grantee shall repair any damage or injury to the road or highway by reason of the exercise of the privileges granted by this franchise and shall repair any road, highway, easement, or other right-of-way promptly, restoring such road, highway, easement, or other right-of-way to a condition at least equal to that which existed immediately prior to the infliction of such damage or injury.

The location or relocation of all facilities shall be made under the supervision and with the approval of such representatives as the governing body for Grantor may designate for the purpose, but not so as to unreasonably interfere with the proper operation of the Grantee's facilities and service. When any portion of a right-of-way is excavated by Grantee for the purpose of locating, relocating, repairing, or removing any of its facilities, including, but not limited to, any system of works, pipes, pipelines, and all necessary apparatus, machinery, structures, and appurtenances, Grantee shall, at its expense, replace the portion of the excavated right-of-way within a reasonable time and as soon practicable after such excavation.

Nothing herein shall be construed to make Grantor liable to Grantee for any cost or expense in connection with the construction, reconstruction, repair, or relocation of Grantee's works, pipes, pipelines, and any and all necessary apparatus, machinery, structures, and appurtenances thereto made necessary in Grantor's rights-of-way by the widening, grading, paving, or otherwise improving by Grantor of any of the present and future rights-of-way used or occupied by Grantee, except, however, Grantee shall be entitled to reimbursement of its costs as may be provided by law.

For purposes of this Ordinance, Grantor's rights-of-way include any present and future streets, avenues, alleys, highways, bridges, easements, and other public places and property located within the Franchise Territory.

Section 7. Modification and Termination of Franchise.

A. *Modification of Franchise.* This franchise may be amended or modified by written agreement of the parties hereto. Any written agreement to amend or modify this franchise must be adopted by majority vote of the governing bodies for Grantor and Grantee.

B. *Termination of Franchise.* Failure by the Grantee to comply in any substantial respect with any of the provisions, terms, or requirements of this Ordinance shall be grounds for forfeiture of this franchise, but no such forfeiture shall take effect if the reasonableness and propriety thereof is timely protested and satisfactorily addressed or until a court of competent jurisdiction shall have found that the Grantee has failed to comply in any substantial respect with any of the provisions, terms, or requirements of this Ordinance. Both the Grantor and the Grantee reserve the right of appeal of such court findings. The Grantee shall have six (6) months after the final determination of the question to make restitution or make good the default or failure before forfeiture may result. The Grantor, in its discretion, may grant additional time to the Grantee for restitution and compliance as may be appropriate under the circumstances.

Section 8. Modification of Franchise Fees. The franchise fees provided for in Section 4, above, may be periodically reviewed and changed by a reasonable amount provided that, if there are other utility companies with current franchises from the Grantor, such review shall not occur at intervals any more frequent than undertaken for such other utility companies franchised by Grantor. Grantor shall give written notice to Grantee of its intention to consider changing the franchise fee, whereupon Grantor and Grantee shall commence negotiations to agree upon a reasonable fee.

Grantor further agrees that if during the term of this franchise, the Grantor enters into a franchise with any other utility or utility company which provides for payments of franchise fees at a lower percentage rate (or, if not expressed by a percentage rate, effectively a lower percentage rate) than the rate provided for herein, then the Grantor agrees, upon request of the Grantee, to amend this franchise to provide for payments of franchise fees at the lower percentage rate, and such amended franchise shall also include benefits to Grantee at least equal to those provided by Grantor's franchise agreement or agreements with such other utilities.

The obligation to pay such franchise fee shall be independent of any other entity's payment of franchise fees or obligation to pay such fees, except that the Grantee shall not be obligated to pay a franchise fee to the Grantor during any period within which Gulf Power Company, or its successors or assigns, does not pay a franchise fee to the Grantor.

The Grantee's obligation to pay a franchise fee is concurrent with that of Gulf Power, or its successors or assigns, and that in the event Gulf Power, or its successors or assigns, stops paying a franchise fee and later resumes payment, the Grantee will likewise resume payment concurrently with Gulf Power, or its successors or assigns, upon the same terms set out in this Ordinance. Upon expiration or termination of this Ordinance, each party's legal position and status shall be as if this Ordinance had never been adopted.

Section 9. 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 effect the validity of the remaining portions of this Ordinance.

Section 10. Consideration. Consideration for the grant of this franchise are the mutual covenants, conditions, and privileges provided herein, including, but not limited to, Grantor's authorization of Grantee's access to Grantor's rights-of-way within the Franchise Territory and expenditures made by Grantee in reliance thereupon, Grantee's collection and remittance of franchise fees to Grantor, and the benefits to be enjoyed by the residents and inhabitants of, and visitors to, the Franchise Territory.

Section 11. Acceptance by Grantee. As a condition precedent to this Ordinance taking effect, Grantee shall file its acceptance hereof with the Escambia County Clerk of the Court within sixty (60) days after acceptance of this franchise by majority vote of the governing body of Grantee and filing with the Department of State as required by law, and thereupon this Ordinance shall take effect upon receipt of official acknowledgment that this Ordinance has been filed with that office. This Ordinance and Grantee's acceptance of it shall be filed as an interlocal agreement with the Escambia County Clerk of Court.

NOW AND ENACTED this _____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: _____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

ENACTED: _____

FILED WITH DEPARTMENT OF STATE: _____

EFFECTIVE:

This document approved as to form
and legal sufficiency

By 352
Title ASST. COUNTY ATTORNEY
Date JUNE 25, 2013



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4500

Public Hearings 14.

BCC Regular Meeting

Meeting Date: 07/11/2013

Issue: 5:35 p.m. Public Hearing - Adoption of a Natural Gas Franchise Ordinance with the City of Pensacola

From: Ryan Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:35 p.m. Public Hearing for consideration of adopting a Natural Gas Franchise Ordinance with the City of Pensacola.

Recommendation: That the Board adopt a Natural Gas Franchise Ordinance between Escambia County and the City of Pensacola, which includes the unincorporated areas of Escambia County, excluding Santa Rosa Island.

BACKGROUND:

The Board approved scheduling this public hearing on June 10, 2013. Pursuant to Chapter 57-1313, Laws of Florida, and Chapter 98, Article II, Escambia County Code of Ordinances, the Board of County Commissioners has the authority to grant franchises for the construction, operation, and maintenance of utilities, including natural gas services, in the unincorporated areas of Escambia County. Beginning in 1960, Escambia County has granted a natural gas franchise to the City of Pensacola. Based on discussions occurring over the past several years, the City of Pensacola is seeking to transfer certain franchise rights to the City of Gulf Breeze regarding natural gas services on Santa Rosa Island. Under Section 98-33(7), Escambia County Code of Ordinances, the Board of County Commissioners is required to hold a public hearing when one utility wishes to transfer or assign franchise rights to another utility. The requested public hearing is therefore necessary to secure the proposed transfer of franchise rights between the Cities of Pensacola and Gulf Breeze. The cities have also requested that the Board of County Commissioners adopt new ordinances establishing and confirming their respective franchise rights.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This ordinance has been reviewed and approved by Assistant County Attorney Ryan Ross. The public hearing was advertised in the Saturday edition of the Pensacola News Journal on June 29, 2013.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordinance

ORDINANCE NO. 2013-__

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA REAFFIRMING AND AMENDING ORDINANCE NO. 95-7 RELATING TO THE ESTABLISHMENT AND GRANT TO THE CITY OF PENSACOLA, ITS SUCCESSORS AND ASSIGNS, OF AN EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE A GAS DISTRIBUTION SYSTEM IN THE UNINCORPORATED AREAS OF ESCAMBIA COUNTY, FLORIDA; PROVIDING FOR A FRANCHISE FEE; PROVIDING FOR REPEALER; PROVIDING FOR INCLUSION IN THE ESCAMBIA COUNTY CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR ACCEPTANCE BY FRANCHISEE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Section 1 of Ordinance 95-7 is hereby reaffirmed and amended as follows:

Escambia County, a political subdivision of the State of Florida, (hereinafter called "Grantor") hereby ratifies and reaffirms all of the terms and conditions of that certain resolution adopted by the Board of County Commissioners of Escambia County, Florida, on July 12, 1960, wherein the Grantor did grant to the City of Pensacola, a municipal corporation, ~~for a term expiring on July 11, 2010,~~ an exclusive (as far as the law permits) right, privilege, license, permit, franchise and easement for the construction, maintenance, repair, operation and removal of pipelines and other facilities for the transmission and distribution of gas and other matters contained in said resolution, except to the extent modified hereby.

In furtherance of said resolution, Grantor does hereby grant to the City of Pensacola, a municipal corporation, its successors and assigns (herein called "Grantee") , the exclusive (as far as the law permits) right, privilege, license, permit, franchise, and easement to erect, install, extend, maintain and operate a system of works, pipes, pipelines and all necessary apparatus, machinery, structures and appurtenances in, on and under the streets, alleys, avenues, bridges, easements and other public ways and properties for the purpose of transporting, distributing and selling as to Grantor, its inhabitants and the public generally for domestic, commercial and industrial uses and for any and all other purposes for which gas, during the period of this grant, may be used together with the right to enter upon all public streets and ways and properties of said Grantor for the purpose of installing, removing, repairing and relocating said facilities or equipment and doing all other acts authorized hereby.

Section 2. Section 2 of Ordinance No. 95-7 is hereby reaffirmed and amended as follows:

This franchise covers all of the area currently included within the franchise heretofore granted by Grantor to Grantee pursuant to the aforesaid resolution, and in addition thereto shall cover all of the unincorporated areas of Escambia County, Florida, excluding only that area within which the Town of Century has heretofore been authorized to distribute gas, and excluding that area of Santa Rosa Island within which the City of Gulf Breeze has been authorized to distribute gas pursuant to an Agreement for Natural Gas Franchise Assignment, dated February 4, 2013, between the City of Pensacola and the City of Gulf Breeze ("Pensacola Beach Franchise Assignment"), and pursuant to Grantor's unconditional approval of the Pensacola Beach Franchise Assignment, without modification, on July 11, 2013, and pursuant to Grantor's adoption of Ordinance 2013-24, and the acceptance thereof by the City of Gulf Breeze, granting unto the City of Gulf Breeze a franchise to conduct a natural gas utility within that area of Santa Rosa Island pursuant to the Pensacola Beach Franchise Assignment.

Section 3. Section 3 of Ordinance No. 95-7 is hereby reaffirmed and amended as follows:

This franchise, including all rights, privileges, authorities, licenses, permits and easements accompanying the same and being granted hereby, is hereby granted and shall continue in full force and effect for a term continuing until March 1, 2045, and pursuant thereto, the Grantee, shall operate and conduct the gas distribution system in the franchise area in such manner as the Grantee in its sole discretion shall determine from time to time without regulation by Grantor. As incentive for the Grantee to enlarge and maintain the gas distribution system in the franchise area, the Grantee shall have the option of extending this franchise term for an additional fifty (50) years, which extension shall be deemed automatic unless the Grantee advises Grantor in writing on or before March 1, 2044, of its intention to terminate its right under this franchise.

Section 4. Section 4 of Ordinance No. 95-7 is hereby reaffirmed in its entirety without amendment as follows:

Grantor does hereby impose, levy, and assess a franchise fee to be collected by Grantee equal to five percent (5%) of Grantee's revenues collected monthly from gas sold to its customers located within the franchise area. Provided, however, the maximum amount of the franchise fee to be levied and paid by Grantee to Grantor in any one month will not exceed the following limits: Ten Dollars (\$10.00) per month for a residential customer, Seven Hundred Fifty Dollars (\$750.00) per month for a commercial customer, and Three Thousand Dollars (\$3000.00) per month for an industrial customer. The effective date of the franchise fee shall be May 1, 1995.

The franchise fee, to be collected by Grantee from its customers, shall be remitted by Grantee to Grantor monthly in arrears for gas delivered on or after May 1, 1995. Such remittance shall occur within thirty (30) days after the day of the month for franchise fees collected during the preceding month.

(1) COUNTY shall make a one time payment of Nine Hundred Thousand Dollars (\$900,000.00) to the City of Pensacola during the 1997-1998 fiscal year.

(2) Said payment is in full substitution and satisfaction of any prior obligation of, or claim upon, the COUNTY to adjust ad valorem millage rates in consideration for the CITY's collection and remittance of a franchise fee.

Section 5. Section 5 of Ordinance 95-7 is hereby reaffirmed and amended as follows:

Grantor hereby agrees to indemnify and hold harmless Grantee, its officers, agents and employees from any liability, loss or damage Grantee may suffer as a result of any claims, demands, costs or judgments against it, whether arising out of legal, equitable or administrative proceedings ~~as a result of Grantee's execution of an acceptance of this franchise modification and~~ resulting from the collection of the franchise fee mandated by this Ordinance. Except as provided by Section 11 of this Ordinance, Grantor further agrees to provide a legal defense for Grantee and defend it, its officers, agents and employees with respect to its collection of the franchise fee, including, but not limited to, the remittance of any franchise fee to Grantor.

Section 6. Section 6 of Ordinance 95-7 is hereby reaffirmed in its entirety without amendment as follows:

Grantor shall not be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by Grantee of its facilities or apparatus hereunder and the acceptance of this Ordinance shall be deemed an agreement, to the extent permitted by law, on the part of Grantee to indemnify Grantor and hold it harmless against any and all liability, loss, cost, damage or expense, which may accrue to Grantor by reason of the neglect, default, or misconduct by Grantee in the construction, operation or maintenance of its facilities hereunder.

Section 7. Section 7 of Ordinance 95-7 is hereby reaffirmed and amended as follows:

The facilities shall be so located or relocated and so erected as to interfere as little as possible with traffic over said streets, alleys, bridges and public places and with reasonable egress from and ingress to abutting property. The location or relocation of all facilities shall be made under the supervision and with the approval of such representatives as a governing body of Grantor may designate for the purpose, but not so as to unreasonably interfere with the proper operation of the Grantee's facilities and services. That when any portion of a street is excavated by Grantee in the location or relocation of any of its facilities, the portion of the street so excavated shall within a reasonable time, and as early as practicable after such excavation, be replaced by the Grantee at its expense in as good condition as it was at the time of such excavation. Provided, however, that nothing herein contained shall be construed to make the Grantor liable to the Grantee for any cost or expense in connection with the construction, reconstruction, repair or relocation of Grantee's works, pipes, pipelines, and any and all necessary apparatus, machinery, structures and appurtenances thereto

in streets, highways and other public places made necessary by the widening, grading, paving or otherwise improving by said Grantor and of any of the present and future streets, avenues, alleys, highways, bridges, easements and other public places used or occupied by the Grantee, except, however, Grantee shall be entitled to reimbursement of its cost as may be provided by law.

Section 8. Section 8 of Ordinance No. 95-7 is hereby reaffirmed in its entirety without amendment a follows:

Failure by the Grantee to comply in any substantial respect with any of the provisions, terms, or requirements of this Ordinance, shall be grounds for forfeiture of this franchise, but no such forfeiture shall take effect if the reasonableness and propriety thereof is timely protested and satisfactorily addressed or until a court of competent jurisdiction shall have found that the Grantee has failed to comply in a substantial respect with any of the provisions, terms or requirements of this Ordinance. Both the Grantor and Grantee reserve the right of appeal of such court findings. The Grantee shall have six (6) months after the final determination of the question to make restitution or make good the default or failure before forfeiture shall result. The Grantor, at its discretion, may grant additional time to the Grantee for restitution and compliance as the necessities of the case may require.

Section 9. Section 9 of Ordinance No. 95-7 is hereby reaffirmed in its entirety without amendment as follows:

The franchise fee provided for in Section 4 may be periodically reviewed and changed by a reasonable amount provided that, if there are other utility companies with current franchises from the County such review shall not occur at intervals any more frequent than undertaken for such other utility companies franchised by the County. Grantor shall give written notice to Grantee of its intention to consider changing the franchise fee, whereupon Grantor and Grantee shall commence negotiations to agree upon a reasonable fee.

Grantor further agrees that if during the term of this franchise, the Grantor enters into a franchise with any other utility or utility company which provides for lower payments or payments at a lower percentage rate than the rate provided for herein, Grantor agrees, upon request of the Grantee, to amend this franchise to provide for the lower payments or payments at a lower percentage rate, and such amended franchise shall also include benefits to Grantee at least equal to those provided by Grantor's franchise agreement or agreements with such other utilities.

The obligation to pay such franchise fee shall be independent of any other entity's payment of franchise fee or obligation to pay such fees, except that the Grantee shall not be obligated to pay a franchise fee to the Grantor during any period within which Gulf Power Company, or its successors or assigns, does not pay a franchise fee to the Grantor. The Grantee's obligation to pay a franchise fee is concurrent with that of Gulf Power, or its successors or assigns, and that in the event Gulf Power, or its

successors or assigns, stops paying a franchise fee and later resumes payment the Grantee will likewise resume payment concurrently with Gulf Power, or its successors or assigns, upon the same terms set out in this Ordinance. Upon expiration or termination of this Ordinance, each party's legal position and status shall be as if this Ordinance had never been adopted. The resolution of the Board of County Commissioners dated July 12, 1960, shall remain and be in full force and effect.

Section 10. Section 10 of Ordinance 95-7 is hereby reaffirmed and amended as follows:

Ordinance Nos. 89-29, 89-36, and 94-30 are hereby repealed in their entirety and all other ordinances or parts of ordinances and resolution or parts of resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict. Ordinance No. ~~90-9~~ 95-7 is expressly revived except as amended herein.

Section 11. Section 11 of Ordinance 95-7 is hereby created as follows:

In the event a natural gas provider other than Grantee provides or attempts to provide natural gas service in the unincorporated areas of Escambia County, other than on Santa Rosa Island or the Town of Century, without the express agreement of both Grantee and Grantor, then upon knowledge of that service or attempted service, the Grantor shall promptly notify that provider of Grantee's exclusive rights and that it must obtain permission from both Grantee and Grantor prior to installation of any infrastructure or provision of any service. Upon compliance with the notification requirement established pursuant to this section, Grantor shall not be liable for providing legal services, fees, costs, defenses, or reimbursements for the same on or behalf of Grantee in any dispute, claim, or cause of action against another natural gas provider. However, for purposes of the barrier island known as Perdido Key, Grantee retains a right of first refusal for 120 days to indicate that it will provide service to that area or sub-area and then shall make service available to that area or sub-area within 18 months or other mutually agreed upon date or Grantee will lose its exclusive rights to that area or sub-area. This subsection shall not apply to Okaloosa Gas, only to the extent of its customers receiving service in the unincorporated area of Escambia County on the effective date of this ordinance.

Section 12. 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 the Ordinance.

Section 13. Consideration.

Consideration for this revival and amendment of Ordinance No. 95-7 includes the mutual covenants and conditions contained in the original franchise between Grantor and Grantee and in this Ordinance, the expenditures made by Grantee in reliance

thereon, and the benefits currently being enjoyed and to be enjoyed by the residents of the franchise area and the mutual promises and covenants as set forth in an Interlocal Agreement between Escambia County and the City of Pensacola date March 31, 1995.

Section 14. Acceptance by Franchisee.

As a Condition precedent to this Ordinance taking effect, Grantee shall file its acceptance hereof with the Clerk to the Board of County Commissioners of Escambia County, Florida, within thirty (30) days after adoption and filing with the Department of State as required by law, and thereupon this Ordinance shall take effect upon receipt of official acknowledgement that this Ordinance has been filed with that office. This Ordinance and Grantee's acceptance of it shall be filed as an interlocal agreement in the office of the Clerk to the Board of County Commissioners of Escambia County, Florida.

Section 15. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made part of the Escambia County Code and that the Sections of this Ordinance may be renumbered or relettered, may be changed to "Article" or other appropriate word or phrase in order to accomplish such intentions.

Done and enacted this _____ day of _____, 2013

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: _____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

ENACTED: _____

FILED WITH DEPARTMENT OF STATE: _____

EFFECTIVE: _____

This document approved as to form
and legal sufficiency

By:  _____

Title: ASST. COUNTY ATTORNEY

Date: JUNE 25, 2013



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4534

Public Hearings 15.

BCC Regular Meeting

Meeting Date: 07/11/2013

Issue: 5:36 p.m. Public Hearing to Consider Amendment to Volume 1, Chapter 94, Article I, Section 94-1; Ordinance Relating to Traffic and Vehicles

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

5:36 p.m. Public Hearing for consideration of adopting an Ordinance relating to traffic and vehicles.

Recommendation: That the Board adopt an Ordinance to amend Volume 1, Chapter 94, Article I, Section 94-1, of the Escambia County Code of Ordinances, relating to traffic and vehicles.

BACKGROUND:

The Ordinance currently indicates that the County Engineer will provide a public notice for any type of limitations. Presently, notice is determined on a case-by-case basis. Some limitations may be of an emergency type, such as weight restrictions on bridges; and some limitations may be determined through studies and therefore non-emergency, but nonetheless non-discretionary, such as speed limitations, and can be ratified by the Board of County Commissioners on a quarterly basis. However, activities such as implementing multi-way stop conditions or effecting a change in traffic patterns would require advance public notice by means that may include, but are not limited to, static warning or informational sign installations at/near the pending activity, variable message signs, and informational releases to radio/television news agencies and public works/emergency response agencies.

The change in verbiage to reflect this is proposed as follows: "The County Engineer, or designee may, at his/her discretion, provide public notice prior to any such limitation becoming effective." This would provide clarification to the process/practice.

BUDGETARY IMPACT:

Reduce staff costs associated with public postings related to minor speed adjustments on residential roads.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and signed off on this Amendment.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires a public hearing to be held prior to adoption or amendment of County Ordinances.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Amended Ordinance

ORDINANCE NUMBER 2013-__

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME I, CHAPTER 94, ARTICLE I, SECTION 94-1 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO TRAFFIC AND VEHICLES; PROVIDING FOR LOAD, WEIGHT, SIZE LIMITATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 125, Florida Statutes, the Board of County Commissioners has enacted certain regulations in the interest of the public safety and welfare to regulate the movement of traffic and parking in Escambia County; and

WHEREAS, Escambia County is charged with the responsibility of enforcing such regulations; and

WHEREAS, the Board of County Commissioners now finds that it is necessary to amend such regulations for the protection 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. That Volume I, Chapter 94, Article I, Section 94-1 of the Escambia County Code of Ordinances is hereby amended to read as follows:

Sec. 94-1. Load, weight, size limitations, etc.

(a) The county engineer is hereby authorized by the Board of County Commissioners to place upon certain roads and highways, or parts thereof, which are under the Board of County Commissioners' jurisdiction, load and weight limits, speed limitations, and limits on the size and/or class of vehicles, from time to time, in the exercise of his or her professional judgment.

(b) The county engineer shall state, with specificity, the reason or reasons for the imposition of such limits. Each such decision of the county engineer shall be reviewable by the Board of County Commissioners which may affirm, modify, or overturn the decision of the county engineer. The county engineer shall file, for board ratification by resolution, quarterly a list of all limitation orders established under this section.

(c) In order to efficiently establish such limitations, the county engineer shall:

- (1) Implement truck routes, through truck restrictions or weight limit restrictions for county roads and highways, as determined by traffic engineering studies. All trucks shall be exempt from such restrictions if deemed servicing or having business within the said restricted segments, with the exception of those trucks that exceed posted weight limits.
- (2) Implement speed zones and speed limits, as determined by traffic engineering studies, on all county roads and highways.
- (3) Designate certain roads and highways as one-way, giving notice of said designation.
- (4) Designate certain roads or intersections at which drivers of vehicles shall not make right turns, left turns and "U" turns.

- (5) Erect regulatory limitation signs at all such designated locations in accordance to the Manual of Uniform Traffic Control Devices and Florida Department of Transportation specifications.
- (d) The county engineer, or designee, at his/her discretion, may provide public notice prior to any such limitation becoming effective. Before any such limitation shall become effective, notice thereof shall be posted at conspicuous places at terminals of all intermediate crossroads and road junctions with the section of highway or road to which the notice shall apply. The posting of such notice in accordance with such resolutions is hereby authorized and approved by the board of county commissioners.
- (e) If such limitations shall affect traffic over state roads, such limitation shall not become effective unless and until approval of such limitation has been obtained from the department of transportation as required by F.S. § 316.555.

Section 2. Severability.

If any section, sentence, clause or phrase of the 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 _____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: _____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
Clerk to 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: ACF
Date: 5/24/13



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4557

Public Hearings 16.

BCC Regular Meeting

Meeting Date: 07/11/2013

Issue: 5:37 p.m. Public Hearing to Adopt the Millview Estates II Subdivision Street Lighting MSBU Ordinance

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

5:37 p.m. Public Hearing for consideration of adopting an Ordinance creating the Millview Estates II Subdivision Street Lighting MSBU.

Recommendation: That the Board adopt, and authorize the Chairman to sign, the Ordinance creating the Millview Estates II Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual lot, but also increases safety in the District surrounding individual lots and the ability of lot owners to use their individual lots after dark;

B. The benefit from improved street lighting varies according to the relative size of the affected lots; residential lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each lot and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and

D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment.

BACKGROUND:

The owners of the property contained in Millview Estates II Subdivision have met the criteria established by the Board of County Commissioners for an MSBU, and the Board has reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects. Now the property owners wish to establish the MSBU for the purpose of providing street lighting to the district.

Petitions for creating the MSBU district were circulated in the subdivision. There are an estimated 16 properties, and of these, 100% of the property owners signed the petition in favor.

This meets the 55% approval requirement specified in the MSBU Guidelines and Procedures. The estimated cost per residential lot is \$111.66 for the first assessment which covers 15 months, and \$81.21 in subsequent years.

BUDGETARY IMPACT:

The MSBU will generate revenues for the purpose of providing street lighting, as well as administrative fees and a reserve for contingencies.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Ordinance has been reviewed by the County Attorney's Office and found to be legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners must approve and adopt all ordinances.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Millview Estates II Ordinance

ORDINANCE 2013-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING THE MILLVIEW ESTATES II SUBDIVISION STREET LIGHTING MUNICIPAL SERVICE BENEFIT UNIT FOR THE PURPOSE OF PROVIDING STREET LIGHTING WITHIN THE DISTRICT; PROVIDING FOR THE AUTHORITY, PURPOSE, AND SCOPE OF SAID ORDINANCE; PROVIDING FOR SHORT TITLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR DISTRICTS; PROVIDING FOR GOVERNANCE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SPECIAL ASSESSMENT PROCEDURES; PROVIDING FOR APPEAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE OFFICIAL RECORDS OF ESCAMBIA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County, Florida has the authority to establish a Municipal Service Benefit Unit ("MSBU") pursuant to Chapter 125, Florida Statutes; and

WHEREAS, the Board of County Commissioners has adopted administrative procedures for the establishment of such a municipal service benefit unit, and the proposed Millview Estates II Subdivision Street Lighting Municipal Service Benefit Unit has met the criteria established by the Board of County Commissioners for a municipal service benefit unit; and

WHEREAS, by Resolution **R2012-165**, the Board of County Commissioners reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects; and

WHEREAS, the owners of the property contained in the Millview Estates II Subdivision have met the criteria established by the Board of County Commissioners for a municipal services benefit unit, and the property owners wish to establish such an MSBU for the purpose of providing adequate street lighting; and

WHEREAS, there are an estimated 16 properties in this proposed district and the property owners in the Millview Estates II Subdivision have submitted a petition to the Board of County Commissioners which contains signatures of greater than 55% of the total of such owners; and

WHEREAS, this total meets the 55% requirement specified in the MSBU Guidelines and Procedures adopted by the Board of County Commissioners; and

WHEREAS, the proposed MSBU will assume responsibility for all street lighting in the Millview Estates II Subdivision.

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

Section 1: AUTHORITY; PURPOSE; SCOPE. This Ordinance is enacted under authority of Article VII, Section 1(f) of the Constitution of the State of Florida and Chapter 125, Florida Statutes

for the purpose of providing for a street lighting district in certain unincorporated areas in Escambia County, Florida as described herein, not lying within the corporate boundaries of any municipality.

Section 2: SHORT TITLE. This Ordinance shall be known and referred to as the Millview Estates II Subdivision Street Lighting Municipal Service Benefit Unit Ordinance.

Section 3: DEFINITIONS. When used in this Ordinance, the following terms shall be defined to mean:

A. *Base Rate* shall mean the rate necessary to fund the costs of the Millview Estates II Subdivision Street Lighting District divided by the total ERU's in the District.

B. *Board* shall mean the Board of County Commissioners of Escambia County, Florida.

C. *Costs* shall mean maintenance and administrative costs associated with the acquisition of Improvements to provide street lighting to the District. The Cost for street lighting may include, but is not limited, to any applicable governmental fees, the acquisition of capital improvements, purchase or rental of equipment or facilities, administrative fees and costs, personnel expenses, operating and maintenance expenses for the upcoming Fiscal Year, the Tax Collector's collection charge and an amount set aside as a reserve for contingencies or unexpected increases in utility costs.

D. *County or Escambia County* shall mean all those geographical territories of Escambia County, a political subdivision of the State of Florida, which territories are not now within the corporate limits of any municipality.

E. *District* shall mean that geographical area of the Millview Estates II Subdivision Street Lighting Municipal Service Benefit Unit described hereafter.

The Millview Estates II Subdivision Street Lighting District shall include the following:

A single-family residential subdivision of a portion of sections 24 and 25, Township 2 South, Range 31 West, Escambia County, Florida classified by the Property Appraiser's records in Plat Book 19, Page 2 all properties, excluding: Holding Ponds, Wetland/Drainage Easements, or Designated Wetlands, or Buffer Zones and further described in Exhibit A attached hereto and incorporated herein.

F. *Equivalent Residential Units (ERU's)*: A unit of measure used to apportion the Costs to the Lots based on the size of the Lots in the District.

G. *Fiscal Year* shall mean the period of time between October 1st and September 30th.

H. *Improvements*: All street lighting projects and equipment presently located or to be located within or added to the District in the future including, but not limited to, poles, wires, conduits, lighting and all necessary appurtenances.

I. *Lot* shall mean a developed or proposed single-family residential parcel or a multi-family residential parcel, which is in the Millview Estates II Subdivision.

J. *Person* shall mean individuals, children, firms, associations, ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and legal entities or combinations thereof.

K. Words used in the masculine gender include the feminine and neuter; the singular number include the plural and the plural the singular.

Section 4. **DISTRICT CREATED.** There is hereby created within Escambia County the Millview Estates II Subdivision Municipal Service Benefit Unit for the purpose of street lighting within the District.

Section 5. **GOVERNANCE OF THE DISTRICT.** The District shall be governed by the Board of County Commissioners of Escambia County. The Board shall have the following powers and duties:

A. To provide for the collection and disbursement by the County of special assessments collected to pay for maintenance and operational expenses within the District.

B. To provide for or contract for the installation of street lighting and related Improvements within the District.

C. To buy, lease, or rent any and all real or personal property necessary to implement this Ordinance.

D. To fairly and reasonably apportion the Cost of street lighting among all specially benefited Lots.

E. To prepare and adopt an annual budget for the District(s).

F. To make legislative findings related to the special benefits provided to Lots located in the District.

G. To otherwise act or satisfy its duties and responsibilities under this ordinance.

Section 6. **LEGISLATIVE FINDINGS.**

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual Lot in the District, but also increases safety in the District surrounding individual Lots and the ability of Lot owners to use their individual Lots after dark.

B. The benefit from improved street lighting varies according to the relative size of the affected Lots. Residential Lots benefit from improved street lighting uniformly because of the small variation in size throughout the District. Commercial Lots' benefits from improved street lighting vary according to the linear footage along the affected streets because of the large differential in size throughout the District.

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each Lot and does not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County.

D. Lots which do not receive a special benefit shall be excluded from the non-ad valorem special assessment for street lighting.

Section 7. SPECIAL ASSESSMENT PROCEDURES.

A. The Board shall determine each year the level of service necessary to provide adequate street lighting to Lots located in the District and the cost for providing such service.

B. The Board may by proper resolution establish rules and regulations regarding fiscal management of the District.

C. Each Fiscal Year the Board shall authorize the levy of a non-ad valorem special assessment for street lighting on all Lots located within the District. These non-ad valorem special assessments for street lighting shall be levied following the preparation and adoption of a budget by the Board as provided by law. The budget shall identify the estimated Costs for street lighting for the next Fiscal Year.

D. The amount of non ad-valorem special assessment to be assessed and levied against each Lot shall be determined based on the special benefit received by each Lot and the budgeted Costs for street lighting. The budgeted Costs for street lighting shall be fairly and reasonably apportioned among the benefited Lots using the following method:

The number of Equivalent Residential Units (ERU's) for a commercial Lot shall be calculated by dividing a commercial Lot's linear footage along the affected street by the average linear footage of the residential Lots directly across the affected street. The assessment for each Lot shall be calculated by multiplying a Lot's ERU's by the Base Rate. All residential properties shall have the equivalent of one (1) ERU.

The Board may make adjustments to the formula each Fiscal Year by resolution as necessary to reasonably and fairly apportion the cost of street lighting among benefited Lots. The Board may make a finding in the resolution to exclude any Lot that no longer receives a special benefit.

E. All special assessments as provided herein shall be assessed and collected by the uniform method adopted by the Escambia County Board of County Commissioners pursuant to Section 197.3632, Florida Statutes, as amended. All special assessments provided herein shall become a lien upon the land so assessed, prior in dignity to all other liens and assessments against said lands, save and except county taxes, and those liens and encumbrances of record prior to and on the effective date of this ordinance, until said assessments are paid.

F. The Tax Collector of Escambia County shall be entitled to receive a commission for the collection of non-ad valorem special assessments for street lighting as provided in Section 197.3632 (2) at the rate set forth in Section 197.3632 (2), Florida Statutes as amended.

G. A certified copy of this Ordinance shall be indexed and recorded in the public records of Escambia County after filing with the Secretary of State.

Section 8. APPEAL PROCESS.

A. Any Lot owner may contest the amount of non-ad valorem special assessment levied upon Lots located in the District by notifying the County Administrator or designee in writing that the owner's Lot has been erroneously assessed. The County Administrator or designee shall review the request and determine within ten (10) business days whether an error in assessment of the owner's Lot exists based on the information provided by the Lot owner and the information provided by the records of the Escambia County Property Appraiser's Office, or other records or information made available to the Board for preparation of the non-ad valorem special assessment roll. The County Administrator or designee shall be authorized to correct facial errors based on these information sources. The County Administrator or designee shall also be authorized to make any necessary adjustment to the amount of the Lot owner's non-ad valorem special assessment due and owing as a result of the identification error, with notice to the Board of County Commissioners.

B. In the event the County Administrator or designee finds the Lot owner has been correctly assessed, the County Administrator or designee shall notify the owner and advise the owner of his or her right to petition for review of the alleged assessment error by the Board of County Commissioners within thirty (30) days. The Petition for Assessment Review shall state the owner's name, a description of the real property, and the facts underlying the Lot owner's petition. The burden shall be on the Lot owner to demonstrate by competent and substantial evidence to the Board of County Commissioners the Lot has been erroneously assessed on the non-ad valorem special assessment roll.

C. At the next available meeting, the Board of County Commissioners shall either 1) direct the County Administrator or designee to adjust the assessment due and owing; or 2) advise the property owner the Board of county Commissioners finds no error in the assessment of the owner's real property and the property owner may appeal the Board's decision to the circuit court within thirty (30) days.

D. The Board of County Commissioners may at its discretion create an independent board to review any Petition for Assessment Review filed. In addition, the Board is authorized to establish by resolution and collect at the time a petition is filed an administrative fee for processing of the petition. The Board of County Commissioners may also by resolution identify circumstances in which a refund of the administrative fee is available.

Section 9. SEVERABILITY. If any section, paragraph, sentence or clause of this Ordinance or the application thereof to any person or circumstance is held void, invalid, unlawful or unconstitutional by a court of competent jurisdiction, it is the intent of the Board that such section, invalidity, paragraph, sentence or clause shall be deemed a separate, distinct, independent and severable and shall not otherwise affect application of this Ordinance which can be given effect without the invalid provision or application.

Section 10. INCLUSION IN THE OFFICIAL RECORDS. It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Official Records of Escambia County and a codification of such ordinances shall be kept by the Clerk of the Circuit Court.

Section 11. EFFECTIVE DATE. This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this ____ day of _____ 2013.

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

By: _____
Gene M. Valentino, Chairman

**ATTEST: Pam Childers
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: ACM

Date: 6/21/13

DESCRIPTION AS PREPARED BY MERRILL PARKER SHAW, INC.

[illegible]



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4603

Public Hearings 17.

BCC Regular Meeting

Meeting Date: 07/11/2013

Issue: 5:40 p.m. Public Hearing to Consider Imposing a Temporary Moratorium on Permitting of New Construction of Solid Waste Management Facilities

From: Charles Peppler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:40 p.m. First Public Hearing to consider adopting an Ordinance imposing a temporary moratorium on permitting of new construction of solid waste management facilities.

Recommendation: That the Board review the Ordinance placing a temporary moratorium on the issuance of any permits, development orders, or other approval for any new construction of solid waste management and disposal facilities.

This Hearing serves as the first of two required Public Hearings before the Board of County Commissioners.

BACKGROUND:

The Board at its June 20, 2013 meeting approved to schedule two required public hearings to consider an ordinance concerning the May 29, 2013 Special Board Meeting, the Board discussed numerous solid waste management and disposal issues that the County is currently facing. The Board directed staff impose a temporary moratorium on new construction of solid waste management and disposal facilities to allow for a study, review and amendment of the Land Development Code to address siting, operations and zoning of these type of facilities. The Board also directed the County Administrator to pursue requests for proposal for a material recovery facility and a resource recovery system.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Deputy County Attorney, Charles V. Peppler has drafted the attached moratorium ordinance. The ordinance for the first public hearing was advertised on June 29, 2013 in the *Pensacola News Journal* and the second public hearing will be advertised on July 13, 2013 of the *Pensacola News Journal*.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordinance

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA ESTABLISHING A TEMPORARY MORATORIUM ON THE ISSUANCE OF ANY PERMITS, DEVELOPMENT ORDERS OR OTHER APPROVAL FOR ANY NEW CONSTRUCTION OF SOLID WASTE MANAGEMENT OR DISPOSAL FACILITIES, MATERIALS RECOVERY FACILITIES, RECOVERED MATERIALS PROCESSING FACILITIES, WASTE TO ENERGY FACILITIES, SOLID WASTE COMBUSTOR SYSTEMS, TRANSFER STATIONS, RESOURCE RECOVERY SYSTEMS, MIXED WASTE PROCESSING FACILITIES OR ANY OTHER SIMILAR FACILITIES; PROVIDING FOR THE DURATION OF SUCH MORATORIUM; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County is obligated under Ch. 403, Part IV, Resource Recovery and Management, Florida Statutes, to manage solid waste and to provide for resource recovery; and

WHEREAS, the County's Land Development Code provides for the siting of landfills, borrow pits and reclamation activities associated with borrow pits, but does not specifically address materials recovery facilities, recovered materials processing facilities or waste to energy systems describing these facilities as "solid waste transfer stations, collections points, and/or processing facilities"; and

WHEREAS, Florida Statutes and Florida Administrative Code have defined these types of facilities and systems; and

WHEREAS, Section 403.703(35), Fla. Stat., defines "solid waste management facility" as any solid waste disposal area, volume reduction plant, transfer station, materials recovery facility or other facility, the purpose of which is resource recovery or the disposal, recycling, processing, or storage of solid waste; and

WHEREAS, Section 403.703(33), Fla. Stat., defines "solid waste disposal facility" as any solid waste management facility that is the final resting place for solid waste,

1 including landfills and incineration facilities that produce ash from the process of
2 incinerating municipal solid waste; and

3 WHEREAS, Section 403.703(38), Fla. Stat., defines "transfer station" as a site
4 the primary purpose of which is to store or hold solid waste for transport to a processing
5 or disposal facility; and

6 WHEREAS, Section 403.703(19), Fla. Stat., defines "materials recovery facility"
7 as a solid waste management facility that provides for the extraction from solid waste of
8 recyclable materials, materials suitable for use as a fuel or soil amendment or any
9 combination of such materials; and

10 WHEREAS, Section 403.703(25), Fla. Stat., defines "recovered materials
11 processing facility" as a facility engaged solely in the storage, processing, resale or
12 reuse of recovered materials; and

13 WHEREAS, Section 403.703(28), Fla. Stat., defines "resource recovery" as the
14 process of recovering materials or energies from solid waste; and

15 WHEREAS, Section 403.703(41), Fla. Stat., defines "volume reduction plant" as
16 including incinerators, pulverizers, compactors, shredding and baling plants, composting
17 plants and other plants that accept and process solid waste for recycling or disposal;
18 and

19 WHEREAS, Chapter 62-701.200(108), Florida Administrative Code, defines
20 "solid waste combustor" as an enclosed device that uses controlled combustion, the
21 primary purpose of which is to thermally break down solid, liquid, or gaseous
22 combustible solid waste to an ash residue that contains little or no combustible material.
23 It is further defined as including any facility that uses incineration, gasification, or

1 pyrolysis to break down solid waste; and

2 WHEREAS, Chapter 62-701.710(11), F.A.C., was recently amended to provide
3 for transfer stations in which solid waste consisting of construction and demolition debris
4 and Class III solid waste contained in one mobile container or vehicle is carried or
5 loaded into another mobile container or vehicle as being exempt from statutory
6 requirements imposed on transfer stations in general; and

7 WHEREAS, some or all of the foregoing facilities and systems necessitate the
8 use of specialized, heavy equipment including, but not limited to, front end loaders,
9 heavy trucks, conveyors, baling presses and tying equipment, crushers, flatteners, and
10 densifiers, cutters and shears, granulators, roll splitters, shredders, flail mills, hammer
11 mills, trommels and screens, cranes equipped with electromagnets or grapples, skid
12 steer loaders; and

13 WHEREAS, some of the serious negative off-site impacts of these facilities and
14 systems have included potential groundwater contamination, noise pollution, air
15 pollution, vector control, aesthetic concerns, and safety issues; and

16 WHEREAS, the negative off-site impacts of these facilities and systems affect
17 the health, safety and welfare of Escambia County residents and citizens; and

18 WHEREAS, the Escambia County staff and the Escambia County Board of
19 County Commissioners are currently studying and considering solutions regarding the
20 siting and impact of such facilities and systems on water resources, air quality, noise
21 pollution, vector control, land use regulations, zoning districts, and human health and
22 environment including the issuance of requests for proposal for a materials recovery
23 facility and other resource recovery systems; and

1 WHEREAS, there is a rational relationship for a moratorium to be imposed so as
2 to allow the County to preserve the status quo while it formulates land use regulations
3 relating to these facilities and systems and undertakes a comprehensive review of its
4 land use regulations and performance standards for the siting and operation of these
5 facilities and systems during the moratorium period including the formulation and
6 issuance of request for proposals of those type of facilities; and

7 WHEREAS, specific authority for the Board of County Commissioners to adopt
8 this ordinance includes, but is not limited to, Article VIII, Section 1(f) of the Florida
9 Constitution of 1968 and Sections 125.01(1)(h), and (k), Florida Statutes; and

10 WHEREAS, on June 29, 2013, a legal advertisement was placed in a newspaper
11 of general circulation in the County notifying the public of this proposed ordinance and
12 of the public hearing to be held in the Commission Chambers at least seven days
13 following such advertisement; and

14 WHEREAS, on July 13, 2013, a second legal advertisement was placed in the
15 aforesaid newspaper notifying the public of the second public hearing to be held at least
16 five days following such advertisement; and

17 WHEREAS, two public hearings were held on July 11, 2013 at 5:40 p.m. and July
18 25, 2013 at 5:32 p.m. pursuant to the published notices described above at which
19 hearings, parties and interests and all others had an opportunity to be heard; and

20 WHEREAS, the Board of County Commissioners heard testimony and evidence
21 concerning these facilities as to siting, operations, and the potential negative offsite
22 impacts and testimony concerning the potential hardship imposed by such a
23 moratorium.

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

3 Section 1. Part I of the Escambia County Code of Ordinances, Chapter 82, Article V,
4 Landfills and other Disposal Facilities, is hereby created to read as follows:

5 **Sec. 82-198.** New Solid Waste Management and Solid Waste Disposal Facilities
6 Moratorium.

7 A. Findings. The foregoing recitation of findings are hereby adopted and
8 incorporated by reference herein as the factual basis which necessitates this action.

9 B. Declaration of Moratorium.

10 1. The Board of County Commissioners hereby declares that processing
11 applications for, and the issuance of, permits, development orders, DRC
12 approvals, administrative approvals, or an approval of any type for new
13 solid waste management facility, solid waste disposal facility, materials
14 recovery facility, recovered materials processing facility, waste to energy
15 facility, solid waste combustor system, transfer station, resource recovery
16 system, mixed waste processing facility, volume reduction plant or any
17 other similar facility or system, shall temporarily cease immediately upon
18 the effective date of this ordinance, for the period set forth in Paragraph C,
19 following.

20 2. The moratorium imposed by this ordinance shall prohibit the processing of
21 future land use map amendments or zoning map amendments for the
22 purpose of establishing areas for the operation of the above described
23 facilities and any similar facilities.

1 3. This moratorium is not intended to affect nor shall it affect expansion of
2 those solid waste management facilities, now existing, including the
3 Palafox Transfer Station and the Perdido Landfill, legally in operation as of
4 the effective date of this ordinance.

5 C. Duration of Moratorium. This moratorium imposed by this ordinance shall
6 automatically expire on April 21, 2014, unless prior to such expiration, the Board of
7 County Commissioners, after holding a public hearing, finds and determines that it is
8 necessary to extend the moratorium for a limited and specified additional time period or
9 upon adoption of amendments to the Land Development Code contemplated by the
10 moratorium to prevent adverse off-site impacts and incompatibility of uses.

11 D. Jurisdiction. This ordinance imposing the foregoing moratorium shall apply to all
12 incorporated and unincorporated areas of Escambia County unless a municipality shall
13 expressly exclude itself by resolution.

14 Section 2. Severability.

15 It is declared the intent of the Board of County Commissioners that any
16 subsection, clause, sentence, provision or phrase of this ordinance is held to be invalid
17 or unconstitutional by a court of competent jurisdiction, such invalidity or
18 unconstitutionality shall not be so construed as to render invalid or unconstitutional the
19 remaining provisions of this ordinance.

20 Section 3. Inclusion in the Code.

21 It is the intention of the Board of County Commissioners that the provisions of
22 this ordinance shall become and be made part of the Escambia County Code; and that
23 the sections of this ordinances 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 intention.

Section 4. Effective Date.

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

DONE AND ENACTED this ____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

This document approved as to form
and legal sufficiency.

Deputy Clerk

(Seal)

By: _____
Title: _____
Date: _____

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-4606

18.

BCC Regular Meeting

Meeting Date: 07/11/2013

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 July 2, 2013, Special C/W Workshop, recommends that the Board take the following action:

A. Approve the Revised Standard Agreements, as follows, relative to discussion concerning Purchasing Procedures:

(1) The following Construction Contracts:

- (a) Form A: *Construction- A/E Designed*
- (b) Form B: *Construction*
- (c) Form C: *Design-Build*
- (d) Form D: *Road/Drainage*
- (e) Form I: *Bridges, Docks and Boat Ramps*

(2) The following Professional Consulting Services Contracts:

- (a) Form F: *Consulting Services for Task Orders*
- (b) Form G: *Consulting Services for Stand-Alone Projects*
- (c) Form H: *Consulting Services for Study*

B. Take the following action concerning the Assignment of Agreements between the Sheriff's Office of Escambia County and Trinity Services Group, Inc., to Escambia County:

(1) Approve, and authorize the Chairman to execute, the Assignment of Agreement between the Sheriff's Office of Escambia County and Trinity Services, Group, Inc., to Escambia County, Florida, relating to inmate food services at the Escambia County Corrections Facility and Escambia County Jail;

(2) Approve, and authorize the Chairman to execute, the Assignment of Agreement between the Sheriff's Office of Escambia County and Trinity Services, Group, Inc., to Escambia County, Florida, relating to commissary management services at the Escambia County Sheriff's Office facilities; and

(3) Agree, in concept, that if any fees or litigation arise related strictly to the Assignments, the County will be responsible for addressing those, including on behalf of the Sheriff's Department.

Attachments

Standard Contract Forms

Assignments of Agreement

**STANDARD CONSTRUCTION CONTRACT
DOCUMENTS**

FOR

**AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA
AND**

FORM A: Construction- A/E Designed

(Revised 2013)

**STANDARD CONSTRUCTION CONTRACT
DOCUMENTS**

FOR

**AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA**

AND

FORM B: Construction

(Revised 2013)

**STANDARD DESIGN-BUILD CONTRACT
DOCUMENTS**

FOR

**AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA**

AND

FORM C: DESIGN-BUILD

(Revised 2013)

**STANDARD CONSTRUCTION CONTRACT
DOCUMENTS**

FOR

**AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA**

AND

FORM D: Road/Drainage

(Revised 2013)

**STANDARD CONSTRUCTION
CONTRACT DOCUMENTS**

FOR

**AGREEMENT BETWEEN
ESCAMBIA COUNTY**

AND

FORM I: Bridges, Docks and Boat Ramps

(Revised 2013)

**STANDARD PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS**

FOR

**AGREEMENT BETWEEN
ESCAMBIA COUNTY**

AND

FORM F: CONSULTING SERVICES FOR TASK ORDERS

(Revised 2012)

**STANDARD PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS**

FOR

**AGREEMENT BETWEEN
ESCAMBIA COUNTY**

AND

**FORM G: CONSULTING SERVICES FOR STAND-ALONE
PROJECTS**

(Revised 2012)

**STANDARD PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS
FOR
AGREEMENT BETWEEN
ESCAMBIA COUNTY
AND**

FORM H: CONSULTING SERVICES FOR STUDY

(Revised 2012)

**ASSIGNMENT OF AGREEMENT BETWEEN THE SHERIFF'S OFFICE
OF ESCAMBIA COUNTY AND TRINITY SERVICES GROUP, INC. FOR
INMATE FOOD SERVICES TO ESCAMBIA COUNTY, FLORIDA**

THIS ASSIGNMENT OF AGREEMENT WITH CONSENT ("Assignment") is made this _____ day of _____ 2013, by and among Trinity Services Group, Inc. (hereinafter referred to as "Trinity"), a Florida corporation authorized to conduct business in the State of Florida, David Morgan, Sheriff of Escambia County (hereinafter referred to as "Sheriff-Assignor"), and Escambia County, Florida, a political subdivision of the State of Florida, with the administrative address of 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County-Assignee")

WITNESSETH:

WHEREAS, on or about April 1, 2012, Trinity entered into an agreement for inmate food services with Sheriff-Assignor (hereinafter referred to as "Contract") in which Trinity agreed to provide food services at the Escambia County Corrections Facility and the Escambia County Jail; and

WHEREAS, Sheriff-Assignor now desires to assign all of its rights, duties and obligations under the terms of the existing Contract to County-Assignee; and

WHEREAS, County-Assignee now desires to accept an assignment of Assignor's rights, duties and obligations under the Contract.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, Trinity, Sheriff-Assignor, and County-Assignee hereby agree as follows:

1. Effective October 1, 2013, the Contract attached hereto as **Exhibit "A"** is hereby assigned to County-Assignee, and Assignee accepts such assignment, and

Trinity and Sheriff-Assignor consent to such assignment, subject to the terms and conditions set forth in this Assignment. All rights, duties and obligations of Sheriff-Assignor under the Contract referenced herein shall become the right, duties and obligations of County-Assignee immediately upon this Assignment becoming effective.

2. Trinity, Sheriff-Assignor and County-Assignee agree to the assumption of the performance of the Assignor's right, duties and obligations under the Contract by County-Assignee, and to the release of Sheriff-Assignor from any further performance under the Contract.

3. The Contract and all terms and conditions therein shall remain unaltered and in full force and effect and are hereby ratified and confirmed in all respects, as hereinabove amended. Any reference in the Contract or in any instrument, document or consideration executed or delivered pursuant to the Contract to "this Agreement", "hereof", "hereto", and "hereunder" and similar references thereto shall be deemed and construed to be a reference to the Contract, as amended by this Assignment.

4. This Assignment will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to otherwise applicable principles of conflicts of law. This Assignment may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute but one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Trinity Services Group, Inc., signing by and through its CEO duly authorized to execute same, the Sheriff's Office of Escambia County, signing by and through the Sheriff, duly authorized to execute same, and Escambia County through its Board of County Commissioners, signing by and

through its Chairman, duly authorized to execute same by Board action on _____
day of _____ 2013.

TRINITY SERVICES GROUP, INC.

By: _____
Jim Long, CEO

Date: _____

Corporate Secretary

(Seal)

**ASSIGNOR: THE SHERIFF'S OFFICE OF
ESCAMBIA COUNTY**

By: _____
David Morgan, Sheriff of Escambia County

ASSIGNEE: ESCAMBIA COUNTY, FLORIDA,
a political subdivision of the State of Florida
acting by and through its authorized Board of
County Commissioners.

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

Approved as to form and legal
sufficiency.

By/Title: Kristina A. AEA
Date: 7/11/13

AGREEMENT BY AND BETWEEN
THE SHERIFF'S OFFICE OF ESCAMBIA COUNTY
AND
TRINITY SERVICES GROUP, INC.

For Food Services

This agreement is made and entered this 1st day of April, 2012 by and between David Morgan, Sheriff of Escambia County, Florida (hereinafter referred to as SHERIFF) and TRINITY SERVICES GROUP, INC., a Florida Corporation, (hereinafter referred to as TRINITY).

SECTION I
TERM

- 1.1 The term of this Agreement shall commence on April 1, 2012 and end on March 31, 2015 unless otherwise extended or terminated as provided herein
- 1.2 Upon mutual agreement of the parties, this Agreement may be renewed for two (2), one (1) year periods and each year thereafter.

SECTION II
REPRESENTATIONS AND WARRANTIES

- 2.1 TRINITY warrants that it is a corporation licensed to do business in the State of Florida and that it has all licenses necessary to render food services for the Sheriff of Escambia County, (hereinafter referred to as THE CORRECTIONS FACILITY AND THE ESCAMBIA COUNTY JAIL). TRINITY further warrants that the representative executing this Agreement has been duly authorized to enter into this Agreement on its behalf.
- 2.2 The SHERIFF warrants that he is authorized by the laws of the State of Florida to enter into this Agreement.



SECTION III
EXCLUSIVE RIGHT

SHERIFF hereby grants TRINITY an exclusive right to operate all food services for THE CORRECTIONS FACILITY AND THE ESCAMBIA COUNTY JAIL.

SECTION IV
SCOPE OF SERVICES

- 4.1 TRINITY agrees to provide management, food, materials, and supplies with sufficient reserves to feed the inmate population at THE CORRECTIONS FACILITY AND THE ESCAMBIA COUNTY JAIL. Food service will be required three hundred and sixty five (365) days per year, three (3) meals per day. Meals are to be prepared with variety, quality and calorie requirements that meet standards set by IIRS minimum daily requirements or any applicable law for jails or prisons.
- 4.2 TRINITY agrees to provide special dietary requirements for special health problems as directed by SHERIFF'S doctors.
- 4.3 TRINITY agrees to prepare meals to meet religious requirements as approved by the Sheriff or his designee. Religious diet prescriptions will be specific and complete, furnished in writing to the food service manager, and rewritten monthly. Special and religious diets will be kept as simple as possible and should conform as closely as possible to the food served other inmates.
- 4.4 TRINITY will provide traditional holiday meals for Easter Sunday, Fourth of July, Thanksgiving Day, Christmas Day and New Years Day. Sample menus for each holiday will be submitted one (1) month in advance for subsequent approval of the Detention Commander.
- 4.5 TRINITY will provide the Detention Commander with menus one (1) month in advance. These menus will be reviewed by a certified dietician, who will affirm in writing that each menu provides requirements necessary to meet Florida Model Jail and all other necessary standards.
- 4.6 TRINITY will prepare copies of each menu, which will be placed in a conspicuous area in the kitchen of the Sheriff's FACILITY. These copies shall be available for inspections at all times.
- 4.7 TRINITY agrees to provide meals for Sheriff's staff at the Sheriff's FACILITY. A separate menu will be submitted for staff meals. This menu will provide for a nutritionally balanced meal.

- 4.8 TRINITY will provide meals for emergency or other situations for any person(s) approved by the Director of Corrections or his designee.

SECTION V
FACILITIES & EQUIPMENT

- 5.1 SHERIFF will furnish to TRINITY, without charge, all facilities, fixtures and equipment necessary for TRINITY to provide food services required hereunder. However, TRINITY within 10 days of the date of this agreement will inspect the existing facilities, fixtures, and equipment and advise the SHERIFF in writing of any - - additional space requirements - - design/layout changes - - additional fixtures and/or equipment TRINITY deems necessary to carry out this agreement. Further, TRINITY will identify any / or all of the facilities, fixtures and equipment that fail to meet any of the standards enumerated below. In the event the SHERIFF disagrees with the TRINITY needs or findings he shall notify TRINITY in writing within 10 days citing his objections. If the parties cannot agree, the SHERIFF may declare the agreement null and void. The facilities, fixtures and equipment shall meet industry standards and comply with all applicable federal, state, and local codes, regulations, policies and ordinances. Such facilities, fixtures and equipment shall include food preparation and service areas, furniture and furnishings and dining area services areas, storage place for inventory, equipment and supplies, restrooms and changing are for employees, office space and office furniture, furnishings and equipment for all parts of the food preparations service, premises, and smallware (china, flatware, glassware, and other such items). The SHERIFF's property shall not be removed from SHERIFF's FACILITY without SHERIFF's prior approval.
- 5.2 TRINITY shall not permit SHERIFF's property to be subject to any liens or encumbrances.
- 5.3 All equipment, fixtures, materials and merchandise provided by TRINTIY shall remain the property of TRINITY during the term of this Agreement.
- 5.4 SHERIFF shall not permit TRINITY's property to be subject to any liens or encumbrances of any kind.

SECTION VI
TRINITY'S OPERATIONAL RESPONSIBILITIES

- 6.1 TRINITY agrees to provide routine cleaning of food preparation areas and floors (to include any and all spillage), storage areas and countertops and day to day cleaning of dining rooms. These sanitation practices will meet Department of Health Standards.
- 6.2.1 TRINITY agrees to supply and launder all kitchen linens including, but not limited to, uniforms, aprons and cleaning cloths.
- 6.2.2 TRINITY shall purchase all inventory and supplies required for its food service operation, to include, but not to be limited to, all raw food, paper cups, hinged trays, foil wrap and paper wrap.
- 6.2.3 TRINITY shall purchase replacement smallware as necessary if lost or destroyed through TRINITY's negligence.
- 6.2.4 TRINITY shall maintain a daily inventory of all I Class A and B tools as defined by Florida Model Jail Standards and immediately inform SHERIFF's staff of any missing items.
- 6.2.5 TRINITY shall repair any item(s) of property at SHERIFF's FACILITY which are damaged directly and solely as a result of a willful or negligent act or omission of TRINITY. In the event TRINITY'S negligence is only partly responsible for the damage, TRINITY will contribute to the cost of such repair based upon its degree of responsibility for such damage.
- 6.2.6 TRINITY agrees to participate in the development and implementation of emergency disaster plans.

SECTION VII
SHERIFF'S RESPONSIBILITY

- 7.1.1 SHERIFF agrees to be responsible for the following:
 - a. Fireproof and cleaning hoods, ducts and flues,
 - b. Removing all trash and garbage,
 - c. Furnishing extermination services on a regularly scheduled basis.

- 7.1.2 SHERIFF further agrees to maintain, repair and replace all property provided for TRINITY's use at THE CORRECTIONS FACILITY AND THE ESCAMBIA COUNTY JAIL pursuant to Section V of this Agreement, except as provided in Section VI. The repair and maintenance of such equipment will be performed in order to ensure that the condition of the food service premises, fixtures and equipment comply with all applicable federal, state and local laws, codes, regulations and ordinances.
- 7.2 SHERIFF shall provide all utilities necessary for TRINITY'S operation pursuant to this Agreement, to include, but not be limited to, light, water, electric and gas.
- 7.3 SHERIFF shall provide the staff necessary to operate the food services. TRINITY will replace vacated positions through attrition and those replacement employees will be placed on TRINITY'S payroll. SHERIFF will adjust the per meal price based on the replacement salaries and benefits. TRINITY, at its own expense, will initially provide a manager, assistant manager and 2 supervisors.

SECTION VIII **LICENSES AND PERMITS**

TRINITY shall maintain all licenses, permits, and other approvals required for its operations hereunder, TRINITY shall pay all fees incurred in connection with obtaining and maintaining such licenses and permits as a cost of operation hereunder. SHERIFF shall cooperate with TRINITY in obtaining and maintaining such licenses and permits.

SECTION IX **CONSIDERATION**

- 9.1 TRINITY shall purchase all products, supplies and services on its own account and shall pay all applicable sales and excise taxes, license and permit fees, and payroll costs for TRINITY'S personnel.
- 9.2 TRINITY and SHERIFF'S staff shall monitor and agree to the number of inmates and staff/visitor meals served each month. TRINITY will invoice SHERIFF monthly for inmate meals served at the Main Jail and staff/visitor meals served at all SHERIFF'S FACILITIES at the rate of \$1.07 per meal. This rate shall be TRINITY'S consideration for all services and responsibilities assumed herein.
- 9.3 Effective April 1, 2013 and each and every year thereafter, TRINITY shall receive a price per meal adjustment that is equal to the percentage adjustment of the Bureau of Labor Statistics, Southern Region C.P.I. for food for the most recent twelve (12) month period ending July 1.

- 9.4 SHERIFF shall remit payment of amount due to TRINITY within thirty (30) days of receipt of TRINITY'S invoice. If any amount owed to TRINITY is not paid within thirty (30) days of the due date, TRINITY shall be entitled to collect a late charge equal to 1.5% per month on the unpaid balance from the due date until paid in full.

SECTION X

EMPLOYMENT RESPONSIBILITIES

- 10.1 TRINITY shall furnish and provide a staff of employees including supervisory personnel, all of them shall be subject to a satisfactory criminal history inquiry for the purposes of internal security. All persons employed by TRINITY in connection with its operation at THE CORRECTIONS FACILITY AND THE ESCAMBIA COUNTY JAIL shall be on TRINITY'S payroll and shall be deemed employees of TRINITY for tax, insurance, and all other employment purposes. TRINITY'S employees shall comply with all rules promulgated by SHERIFF for the safe and orderly conduct of the activities carried out at THE CORRECTIONS FACILITY AND THE ESCAMBIA COUNTY JAIL. TRINITY'S employees, agents and servants shall have access to all parts of the premises at THE CORRECTIONS FACILITY AND THE ESCAMBIA COUNTY JAIL as necessary to enable TRINITY to carry out its responsibilities hereunder provided that all TRINITY'S employees, agents and servants comply with strict security rules and regulation of THE CORRECTIONS FACILITY AND THE ESCAMBIA COUNTY JAIL.
- 10.2 SHERIFF will assign inmate trustees to assist TRINITY in the day to day food service operations. The inmate trustees shall not be considered employees of either the SHERIFF or TRINITY.
- 10.3 In the event TRINITY does not maintain an adequate employee staff to provide the services contemplated for any reason inclusive of work stoppage, the SHERIFF may either terminate this Agreement or assign SHERIFF'S employee to assist in the timely preparation of meals. In the event the SHERIFF elects to terminate this Agreement, the SHERIFF must provide TRINITY with notice and a right to cure as provided in Paragraph 13.1 hereinafter. In the event the SHERIFF assigns his employees to assist in the timely preparation of meals, the SHERIFF reserves the right to deduct all costs resulting from assigning SHERIFF'S employees to meal preparation. The cost of such meal preparation may be deducted from the outstanding balance owed TRINITY.
- 10.4 If SHERIFF objects to the continued employment of a TRINITY employee, it shall so notify TRINITY in writing, stating the reason for its objection. TRINITY shall terminate such employee's employment at SHERIFF'S FACILITIES as soon as possible considering TRINITY'S employment policies. Notwithstanding anything to the contrary contained herein, TRINITY'S obligation to dismiss an employee shall be subject to restrictions imposed by any federal, state or local statute, law, code, regulation, or ordinance.

- 10.5 TRINITY shall not discriminate in any manner on the basis of gender, age, race, color, creed or national origin with respect to its employees and it shall conform in all respects to pertinent provisions of federal, state and local statutes, laws, rules, regulations and ordinances governing employment practices.

SECTION XI **INSURANCE**

- 11.1 TRINITY agrees to maintain product and general liability insurance in the minimum amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. TRINITY agrees to provide the SHERIFF with a Certificate of Insurance listing the SHERIFF as an additional insured. TRINITY also agrees to maintain Workers Compensation insurance for all employees.


SECTION XII **INDEMNIFICATION**

- 12.1 TRINITY agrees to indemnify and save SHERIFF, his deputies, employees, and agents, harmless from any liability, losses, damages, judgements, liens, expenses and costs sustained or incurred in connection with any claims, suits, actions or proceedings made or brought against any such party as a result of any act or omissions of TRINITY, its officers, employees or agents, in the performance of its obligations under this Agreement.
- 12.2 SHERIFF agrees to indemnify and save TRINITY, its officers, employees and agents, harmless, to the extent permitted by Florida law, from any liability, loss, damage, judgement, liens, expenses and costs sustained or incurred in connection with any claims, suits, actions or proceedings made or brought against any such party as a result of any acts or omission of SHERIFF, his deputies, employees or agents.
- 12.3 The indemnified party shall give prompt notice to the indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder. An indemnifying party may participate, at its own expense, in the defense of any such action.
- 12.4 Neither party hereto shall be liable to the other party for any non-performance in whole or in part of its obligations under this Agreement caused by the occurrence of any contingencies beyond the control of the parties, including, but not limited to: declared or undeclared war; sabotage; insurrection; riot or other acts of civil disobedience; acts of public enemy; acts of governments or agencies affecting the terms of this Agreement; strikes; labor disputes; acts of third parties not within the

control of the party whose performance is affected; shortages of fuel; failure of power; accidents; fires; explosions; floods or other Acts of God except hurricane. In the event that any such contingencies occur, the party whose performance is affected shall have a reasonable time in which to resume performance and such party's non-performance shall not constitute a default unless the party is unable to resume full performance or for any reason fails to make a reasonable attempt to do so.

SECTION X111 **TERMINATION**

13.1 In the event that either party believes that a material breach has been occasioned by the other, it shall be required to provide the other party with prior written notice of such proposed material breach and shall permit the other party sixty (60) days from the date of receipt of such notification to cure any perceived material breach. If the purported material breach is not cured within sixty (60) days from the date of notification of such alleged material breach, then the non-breaching party may terminate this Agreement forthwith.

 13.2 Either party may terminate this Agreement without cause on the ninety (90) days written notice to the other party prior to the anniversary date of this Agreement.

13.3 Upon termination of this Agreement for any reason, the following provisions shall apply:

- a. TRINITY shall deliver to SHERIFF the food service premises and all property thereon belonging to SHERIFF in the same condition as existed at the time of delivery to TRINITY, excepting ordinary wear and tear, loss or damage occurring without negligence or fault of TRINITY.
- b. TRINITY shall submit to SHERIFF within fifteen (15) days of the date of termination a schedule of all usable inventory, supplies and other expendables purchased by TRINITY for its operation hereunder, including any equipment purchased by TRINITY for SHERIFF and SHERIFF or SHERIFF'S successors shall reimburse TRINITY in an amount equal to TRINITY'S invoice cost for such inventory and supplies. Upon request of the SHERIFF or his designee, TRINITY agrees to use reasonable efforts to deplete its inventory and supplies in order to bring the ending inventory to a minimum.

SECTION XIV
NOTICE

All notices required by this Agreement shall be in writing and shall be delivered personally or by registered or certified mail, return receipt requested, addressed as follows:

To SHERIFF:

Sheriff David Morgan
Escambia Sheriff's Office
PO Box 18770
Pensacola, FL. 32523-8770

To TRINITY:

Larry G. Vaughn
Trinity Services Group, Inc.
380 Scarlet Blvd.
P.O. Box 1706
Oldsmar, FL. 34677

SECTION XV
FINAL AGREEMENT

This writing constitutes the final expression of the agreement of the parties. It is intended as a complete and exclusive statement of the terms of their agreement and it supersedes all prior and concurrent proposals, requests for proposals, requests for proposals, representations and negotiations, discussions and agreements that may have been made in connection with the subject matter hereof. No modification of the Agreement shall be binding on the parties hereto unless it is mutually agreeable, is in writing and signed by the parties hereto.

SECTION XVI
MONITORING

Representative of SHERIFF and TRINITY shall meet at least once a month to discuss, evaluate, and act upon any operational or contractual issues regarding the food services provided herein.

SECTION XVII
RELATIONSHIP OF PARTIES

The parties intend that TRINITY shall be an independent contractor to SHERIFF. Nothing herein shall be construed to create a partnership, joint venture or agency relationship between the parties and neither party shall have the authority to bind the other in any respect.

SECTION XVIII
GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION XIX
COUNTER PARTS

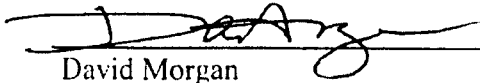
This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

SECTION XX
CAPTIONS AND CONSTRUCTION

The captions appearing within the sections are for convenience only. They are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement. In addition, in the event any provision of their Agreement is deemed ambiguous, such a provision shall not be construed against SHERIFF or TRINITY for the reason that SHERIFF or TRINITY was primarily responsible for the drafting of this Agreement, since all parties hereby assume equal responsibility for the drafting of this Agreement.

AGREEMENT BETWEEN THE SHERIFF'S OFFICE OF ESCAMBIA COUNTY
AND TRINITY SERVICES GROUP, INC.

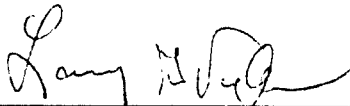
SHERIFF'S OFFICE OF ESCAMBIA COUNTY



David Morgan
SHERIFF

DATE: 4/23/12

TRINITY SERVICES GROUP, INC.



LARRY G. VAUGHN
CHIEF EXECUTIVE OFFICER

DATE: 3/28/12

**ASSIGNMENT OF AGREEMENT BETWEEN THE SHERIFF'S OFFICE
OF ESCAMBIA COUNTY AND TRINITY SERVICES GROUP, INC. FOR
INMATE COMMISSARY SERVICES TO ESCAMBIA COUNTY,
FLORIDA**

THIS ASSIGNMENT OF AGREEMENT WITH CONSENT ("Assignment") is made this _____ day of _____ 2013, by and among Trinity Services Group, Inc. (hereinafter referred to as "Trinity"), a for-profit corporation authorized to conduct business in the State of Florida, David Morgan, Sheriff of Escambia County (hereinafter referred to as "Sheriff-Assignor"), and Escambia County, Florida, a political subdivision of the State of Florida, with the administrative address of 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County-Assignee")

WITNESSETH:

WHEREAS, on or about April 1, 2012, Trinity entered into an agreement for inmate commissary services with Sheriff-Assignor (hereinafter referred to as "Contract") in which Trinity agreed to provide inmate commissary management at the Escambia County Sheriff's Office facilities; and

WHEREAS, Sheriff-Assignor now desires to assign all of its rights, duties and obligations under the terms of the existing Contract to County-Assignee; and

WHEREAS, County-Assignee now desires to accept an assignment of Assignor's rights, duties and obligations under the Contract.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, Trinity, Sheriff-Assignor, and County-Assignee hereby agree as follows:

1. Effective October 1, 2013, the Contract attached hereto as **Exhibit "A"** is hereby assigned to County-Assignee, and Assignee accepts such assignment, and

Trinity and Sheriff-Assignor consent to such assignment, subject to the terms and conditions set forth in this Assignment. All rights, duties and obligations of Sheriff-Assignor under the Contract referenced herein shall become the right, duties and obligations of County-Assignee immediately upon this Assignment becoming effective.

2. Trinity, Sheriff-Assignor and County-Assignee agree to the assumption of the performance of the Assignor's right, duties and obligations under the Contract by County-Assignee, and to the release of Sheriff-Assignor from any further performance under the Contract.

3. The Contract and all terms and conditions therein shall remain unaltered and in full force and effect and are hereby ratified and confirmed in all respects, as hereinabove amended. Any reference in the Contract or in any instrument, document or consideration executed or delivered pursuant to the Contract to "this Agreement", "hereof", "hereto", and "hereunder" and similar references thereto shall be deemed and construed to be a reference to the Contract, as amended by this Assignment.

4. This Assignment will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to otherwise applicable principles of conflicts of law. This Assignment may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute but one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Trinity Services Group, Inc., signing by and through its CEO duly authorized to execute same, the Sheriff's Office of Escambia County, signing by and through the Sheriff, duly authorized to execute same, and Escambia County through its Board of County Commissioners, signing by and

through its Chairman, duly authorized to execute same by Board action on _____
day of _____ 2013.

TRINITY SERVICES GROUP, INC.

By: _____
Jim Long, CEO

Date: _____

Corporate Secretary

(Seal)

**ASSIGNOR: THE SHERIFF'S OFFICE OF
ESCAMBIA COUNTY**

By: _____
David Morgan, Sheriff of Escambia County

ASSIGNEE: ESCAMBIA COUNTY, FLORIDA,
a political subdivision of the State of Florida
acting by and through its authorized Board of
County Commissioners.

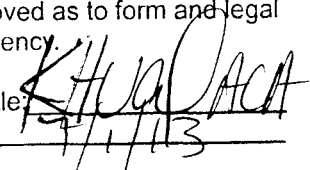
By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

Approved as to form and legal
sufficiency.

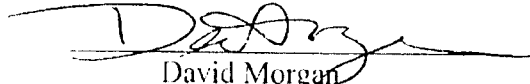
By/Title: 
Date: 7/1/13

CONTRACT BETWEEN
THE SHERIFF'S OFFICE OF ESCAMBIA COUNTY
AND
TRINITY SERVICES GROUP, INC.
For Inmate Commissary Services


This contract between the Escambia County Sheriff's Office (SHERIFF) and Trinity Services Group, Inc. (TRINITY) to include TRINITY to provide inmate commissary management at the Escambia County Sheriff's Office facilities is effective April 1, 2012 through March 31, 2015. Upon mutual agreement of the parties, this Agreement may be renewed for two (2) one (1) year periods and each year thereafter.

TRINITY will provide these services as outlined in its proposal to SHERIFF dated April 2005. TRINITY agrees to pay a commission to the SHERIFF of twenty eight percent (28%) of monthly gross sales less any state, local or federal taxes and any non-commissionable items such as postage.

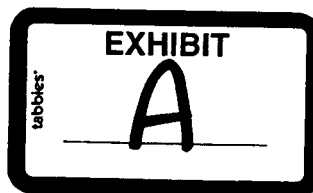
IN WITNESS WHEREOF, the PARTIES have set their hands and seals hereto on the dates indicated below.


David Morgan
Sheriff of Escambia County

4/23/12
Date


Larry G. Vaughn
Chief Executive Officer
Trinity Services Group, Inc.

4-10-12
Date





Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-4615

Clerk & Comptroller's Report 19. 1.

BCC Regular Meeting

Consent

Meeting Date: 07/11/2013

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 Office, the following documents provided to the Clerk to the Board's Office:

A. The original *Amendment Number One to the October 19, 2012 Grant-In-Aid Agreement for Post-Adjudicatory Drug Court Expansion in Escambia County, Florida*, as executed by the Chairman on May 23, 2013, based on the Board's October 4, 2012, action approving the Grant-In-Aid Agreement, and received in the Clerk to the Board's Office on June 10, 2013; and

B. The recorded *Escambia County Community Redevelopment Agency Commercial Facade, Landscape, and Infrastructure Grant Program Lien Agreement*, in the amount of \$7,800, for property located at 106 New Warrington Road, owned by Pete Moore Chevrolet, Inc., as approved by the Board on August 23, 2012, and recorded in Official Records Book 7033, Pages 84 and 85, on June 18, 2013.

Attachments

CR I-1

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-21. Approval of Various Consent Agenda Items – Continued

17. Taking the following action concerning the *Grant-In-Aid Agreement for Adult Post-Adjudicatory Drug Court Expansion in Escambia County, Florida* (funds are made available through the Edward Byrne Memorial Justice Assistance Grant [JAG] Program – American Recovery and Reinvestment Act of 2009):



A. Approving the *Grant-In-Aid Agreement for Adult Post-Adjudicatory Drug Court Expansion in Escambia County, Florida*; this Grant-In-Aid Agreement is being submitted for approval due to the extension of the Grant Program to June 30, 2013; the original Grant-In-Aid Agreement was approved by the Board of County Commissioners (BCC) on November 4, 2010, and was executed by the Office of the State Courts Administrator on November 23, 2010; the Amendment Number One to the November 23, 2010, Grant-In-Aid Agreement for Adult Post-Adjudicatory Drug Court Expansion in Escambia County, Florida, was approved by the BCC on September 15, 2011, and was executed by the Office of the State Courts Administrator on September 30, 2011; during Fiscal Year 2012–2013, the funding for the program is not to exceed \$144,026; and

B. Authorizing the Chairman to sign the Grant-In-Aid Agreement and all related documents.

18. Adopting the Resolution (*R2012-142*) which approves a plan of finance for the issuance and sale of not exceeding \$6,000,000 Multi-Family Housing Revenue Bonds by the Escambia County Housing Finance Authority, to be used to finance or refinance the Affordable Housing Project within the territorial limits of the City of Perry, Taylor County, Florida.
19. Adopting the Resolution (*R2012-143*) which approves a plan of finance for the issuance and sale of not exceeding \$4,000,000 Multi-Family Housing Revenue Bonds by the Escambia County Housing Finance Authority, to be used to finance or refinance the Affordable Housing Project within the territorial limits of the City of Madison, Madison County, Florida.



ESCAMBIA COUNTY ADMINISTRATION TRANSMITTAL MESSAGE

Date: 06-10-2013

TO: Doris Harris, Deputy Clerk

BCC: 10-04-2012

CAR II-17 Grant-In-Aid Agreement for Adult Post-Adjudicatory Drug Court
Expansion in Escambia County, Florida

Please Initial and Date
Below on Line Provided

Judy Witterstaeter 6/10/13

Judy Witterstaeter, Program Coordinator, County
Administration

Attached is the Clerk's Original for filing with the Board
Minutes.

Thank you.

Doris Harris, Deputy Clerk

CLERK OF THE BOARD OF
COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
2013 JUN 10 PM 4:17
PAM OWEN
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Return This Cover Page & Documents (as applicable) to Judy Witterstaeter

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-20. Approval of Various Consent Agenda Items – Continued

15. Ratifying 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. Authorizing 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. Authorizing 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).

Escambia County
Clerk's Original

8/23/2012 CAR II-15

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</u> <u>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.

Verified By: *Stavros*
Date: 8/26/2012

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

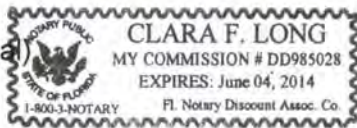
For Recipient: Pete Moore Chevrolet, Inc.

Peter R. Moore
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 FLC License 500 as identification.

(Notary Seal)



Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

For: **Escambia County
Board of County Commissioners**

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

Date Executed: August 23, 2012

BCC Approved: 08-23-2012

ATTEST:

ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: Doris Harris
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: HCA

Date: 7/27/12



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-4556

Clerk & Comptroller's Report 19. 2.

BCC Regular Meeting

Consent

Meeting Date: 07/11/2013

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 prepared by the Clerk to the Board's Office:

- A. Approve the Minutes of the Regular Board Meeting held June 20, 2013;
- B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held June 20, 2013;
- C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole (C/W) Workshop held June 13, 2013; and
- D. Accept, for filing with the Board's Minutes, the Report of the Special Committee of the Whole (C/W) Workshop held June 10, 2013.

Attachments

6-20 Agenda Work Session

6-13 CW Report

6-10 CW Report

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD JUNE 20, 2013
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:06 a.m. – 1:20 p.m.)

Present: Commissioner Gene M. Valentino, Chairman, District 2
Commissioner Lumon J. May, Vice Chairman, District 3
Commissioner Steven L. Barry, District 5
Commissioner Wilson B. Robertson, District 1
Commissioner Grover C. Robinson IV, District 4
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
George Touart, Interim County Administrator
Alison Rogers, County Attorney
Susan Woolf, General Counsel to the Clerk
Lizabeth Carew, Recording Specialist, representing the 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., June 20, 2013, Regular Board Meeting, was reviewed as follows:
 - A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the agenda cover sheet;
 - B. The Honorable Pam Childers reviewed the Clerk's Report;
 - C. T. Lloyd Kerr, Director, Development Services Department, reviewed the Growth Management Report;
 - D. Interim County Administrator Touart; Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, County Attorney Rogers; Kristin D. Hual, Assistant County Attorney; Joy D. Blackmon, Director, Public Works Department; Keith Wilkins, Director, Community & Environment Department; Amy Lovoy, Director, Management and Budget Services Department; Matthew "Matt" Mooneyham, Program Manager, Public Works Department; and Gordon Pike, Director, Corrections Department, reviewed the County Administrator's Report; and
 - E. County Attorney Rogers reviewed the County Attorney's Report.

June 20, 2013

8

NAME

DEPARTMENT/AGENCY

| | | |
|----|-----------------------|----------------|
| 1 | Susan Long | Clerk of Court |
| 2 | L. Carraw | CTB |
| 3 | Tom Childers | Clerk |
| 4 | GEORGE TOMAN | Ch |
| 5 | Jack H. Witterstaeter | CAO |
| 6 | Gene M. Valente | |
| 7 | Edmond MAY | B O C C |
| 8 | Grover Robinson | BCC |
| 9 | Steven Barry | BCC |
| 10 | Wilson Robertson | BCC |
| 11 | ALQ | Gay Atty |
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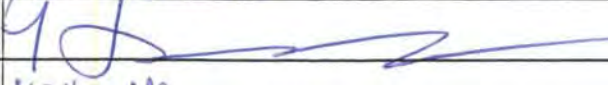
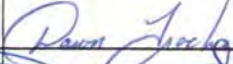
DEPARTMENT/AGENCY

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|----|------------------------|-------------------|
| 1 | Bucky Ayerton | BCCD4 |
| 2 | Jakia Peasall | WFAA-PC |
| 3 | Dean Kuschner | BCC-2 |
| 4 | Joe Douglas | WEAR-TV |
| 5 | Nate Munce | PNG |
| 6 | Ron Ellington | Tanistree |
| 7 | Larry M. Newsome | |
| 8 | Marilyn Wesley | DCA |
| 9 | Keith Wilkins | C+E |
| 10 | Matt Mooneyham | PW |
| 11 | Joy Black | PW |
| 12 | Tom Turner | HA |
| 13 | Michael Rhodes | Perks/Kee |
| 14 | David Musselwhite | IT |
| 15 | SARA RACHFAL | PIU |
| 16 | Bill PEARSON | PIU |
| 17 | KATHLEEN DOUGHI-CASTRO | PIU |
| 18 | DALE THARP | ESCO |
| 19 | CHARLIE GONZALEZ | GIS |
| 20 | VALERIE JONES | COMMUNITY AFFAIRS |
| 21 | Colby Brown | TRAFFIC |
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June 20, 2013

NAME

DEPARTMENT/AGENCY

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| 1 | DAVID WHEELER | FACILITIES MGT |
| 2 | Mike Weaver | PS |
| 3 | Amy Loring | MBS |
| 4 | Wes Moreno | P/W |
| 5 | DAVID BENOIT | ECSO |
| 6 | G.E. PLAMPAUGH | ECSD |
| 7 | Sheriff David Meyer | ECSD |
| 8 | Selina BARNES | ECSD |
| 9 | BRETT Whitlock | ECSD |
| 10 | HENRIQUE Dias | ECSD |
| 11 | Alan Miller | NWFPBA |
| 12 | Eric Haines | ECSD |
| 13 | Hannah Fernandez Martin | Independent News |
| 14 | Russell SCARRITT | SRIA |
| 15 | Jesse Casey | SCSD |
| 16 | ORDON & PIKE | ADDITIONS |
| 17 | CHARLES SNOW | CORRECTIONS |
| 18 | KEVIN BARNES | CORRECTIONS |
| 19 | Vyette McLellan | United Way Board of Directors |
| 20 | Randy Winkerson | NEFI |
| 21 | Kermit Housh | BRACE |
| 22 | Pat Johnson | DSWH |
| 23 |  | Dev SP-J |
| 24 | Karla Meade | Dev Serv. |
| 25 | Allyson Cain | Dev Serv. |
| 26 | Lloyd Kerr | Dev Services |
| 27 | Bob Betts | Mosquito Control / C+E |
| 28 |  | 3CC Dits |
| 29 | Nanne Simpson | Legal |
| 30 | J. Braynell | BCC DI |

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD JUNE 13, 2013
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:10 a.m. – 1:00 p.m.)

Present: Commissioner Gene M. Valentino, Chairman, District 2
Commissioner Lumon J. May, Vice Chairman, District 3
Commissioner Steven L. Barry, District 5
Commissioner Grover C. Robinson IV, District 4
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
George Touart, Interim County Administrator
Alison Rogers, County Attorney
Susan Woolf, General Counsel to the Clerk
Doris Harris, Deputy Clerk to the Board
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Absent: Commissioner Wilson B. Robertson, District 1

AGENDA NUMBER

1. Call To Order

Chairman Valentino called the Committee of the Whole (C/W) to order at 9:10 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 June 8, 2013, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule June 10- June 14, 2013 – Legal No. 1600484.*

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Institute of Human and Machine Cognition

- A. Board Discussion – The C/W discussed Institute of Human and Machine Cognition (IHMC), and the C/W:
- (1) Heard the request from Julie Shepherd, General Counsel for IHMC, that the Board consider allowing IHMC to utilize the County's full faith and credit to secure financing, either through a bonding process or a banking process, of up to \$12 million in tax-exempt financing, which would be used to construct two new facilities on IHMC's campus and to refinance the existing debt on the current facility; and
 - (2) Heard the request from Interim County Administrator Touart that the Board authorize him to work with the Clerk's Office to secure a loan, utilizing the full faith and credit of the County, from a local bank; and
- B. Board Direction – The C/W recommends that the Board authorize the Florida Institute for Human and Machine Cognition to utilize the full faith and credit of the County to secure up to \$12 million in tax-exempt financing, to be used for expanding the IHMC downtown campus and refinancing the Bonds on its current facility.

Recommended 4-0, with Commissioner Robertson absent

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

4. Library Budget/MSTU (Municipal Services Taxing Unit)

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Proposed Budget, West Florida Public Library System*, presented by Amy Lovoy, Director, Management and Budget Services Department, and the C/W:

(1) Was advised by Ms. Lovoy that:

(a) The proposed budget for the Library System:

- Maintains current operational hours for less money
- Provides full-time positions at every public service point, including Century and Molino
- Provides funding for a full-time marketing position and training and volunteer coordination
- Includes additional paraprofessional and MLS degreed librarian positions

(b) Millage Rates Scenario #1 is as follows:

- .3613 MSTU rate is set to net the same amount of money as contributed by the City of Pensacola and the County
- (.2332) Roll-back rate is set to decrease by the amount of money contributed by the County only
- Rates are revenue neutral and would generate no more money than current for the County; however, there would be a tax differential to property owners

(c) Millage Rates Scenario #2 is as follows:

- .3613 MSTU rate is set to net the same amount of money as contributed by the City of Pensacola and the County
- (.3613) Roll-back rate is set to decrease by the amount of money contributed by the City of Pensacola and the County
- The County would lose \$1,487,300 in revenue

(2) Was advised by County Attorney Rogers that the Interlocal Agreement (*between Escambia County and the City of Pensacola relating to the West Florida Library System*) has not been signed by either party; and

(Continued on Page 4)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

4. Continued...

- B. Board Direction – The C/W recommends that the Board approve moving forward with any scenario that holds the County, the City of Pensacola, and the taxpayers constant, in whatever is put into the Municipal Services Taxing Unit, for funding the West Florida Public Library System.

Recommended 4-0, with Commissioner Robertson absent

Speaker(s):

Darlene Howell
Rodney Kendig

5. Sheriff's Budget/Department of Justice Proposals for Fiscal Year 2013-2014

- A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Proposals to Address the Sheriff's Budget*, presented by Amy Lovoy, Director, Management and Budget Services Department, and the C/W:

- (1) Heard the request from Interim County Administrator Touart for Board direction concerning the following four proposals to address the Sheriff's Fiscal Year 2013-2014 budget:

(a) Proposal #1:

- Eliminate the proposed 3% COLA (*Cost of Living Adjustment*), County-wide, which would generate approximately \$2.5 million, which could be used to hire approximately 38 detention employees
- Reduce the Sheriff's Law Enforcement budget to cover the necessary staffing and administration detention costs
- Sheriff would return responsibility for the jails to the County

(b) Proposal #2:

- Raise the millage rate
- Sheriff would retain responsibility for the jails

(Continued on Page 5)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

5. Continued...

A. Continued...

(1) Continued...

(c) Proposal #3:

- Eliminate the proposed 3% COLA, County-wide, which would generate approximately \$2.5 million, which could be used to hire approximately 38 detention employees
- Raise the millage rate .3699 to address the holiday and overtime issue experienced at the Sheriff's Office
- Sheriff would retain responsibility for the jails

(d) Proposal #4:

- Explore the option of privatizing the jails (under this proposal, the Sheriff's Office has informed staff that the Sheriff would return responsibility for the jails to the County)

- (2) Was advised by Commissioner Barry that he would not support any proposal which suggests a millage increase or privatization of the jail; however, he does consider eliminating the proposed 3% COLA a viable option;
- (3) Was advised by Interim County Administrator Touart that the negotiations committee discussed a fifth proposal, not included in today's presentation, in which the County would not raise the millage rate and would reduce its budget dollar-for-dollar in order to fund the hiring of additional correction officers;
- (4) Was advised by Commissioner May that he does not support any of the proposals presented; however, he would support an increase in the millage, if it meant providing rehabilitation, job creation, mental health counseling for the inmates, and improvement of the jail overall;
- (5) Heard Commissioner Valentino urge his fellow Commissioners to be open-minded as to the exploration of privatizing the jail;

(Continued on Page 6)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

5. Continued...

A. Continued...

- (6) Was advised by Commissioner Robinson that, for him, a millage increase and privatization of the jail are "non-starters"; furthermore, if forced to make a choice today, he would opt for Proposal #1;
- (7) Was advised by Commissioner Barry that, best-case-scenario, he would opt for Proposal #1, with the Sheriff retaining the responsibility of the jail, and with the understanding that negotiations concerning the Sheriff's budget request to operate the jail will continue;
- (8) Was advised by Ms. Lovoy that the Sheriff has requested \$7.6 million, minimum, in order to retain responsibility of the jail; and
- (9) Heard the request from Commissioner May that staff bring forth a plan that addresses all concerns of the DOJ (*Department of Justice*) report; and

- B. Board Direction – The C/W recommends that the Board approve directing the Interim County Administrator that there is no support for an increase in ad valorem taxes for any plan to fund the Sheriff's Budget for Fiscal Year 2013-2014.

Recommended 4-0, with Commissioner Robertson absent

Speaker(s):

Honorable David Morgan

6. Additional Strategies for Code Enforcement-Nuisance Abatement Lien Collection Policy

- A. Board Discussion – The C/W was advised by Commissioner Valentino that this item will be on the agenda for the July C/W Workshop; and
- B. Board Direction – None.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

7. First Transit Fleet Presentation

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Fleet Options, Information and Comparison*, presented by Ken Vierling, Fleet Manager, and Herold Humphrey, General Manager, Escambia County Area Transit (ECAT), and the C/W:

(1) Heard the request from Mr. Humphrey for Board direction concerning:

(a) Approval of a revision to the FTA (*Federal Transit Administration*) Grant, approved by the Board on April 18, 2013, to change the fleet of Gillig buses to El Dorado E-Z II buses; and

(b) Approval of a revision to the FTA "State of Good Repair Grant" to purchase 13 paratransit vehicles, two passenger vans, and camera security systems for the vehicles;

(2) Heard the request from Commissioner Barry that a special workshop be scheduled for either July 1 or 2, 2013, to discuss procurement and purchasing procedures; and

(3) Heard the request from Commissioner Valentino that Mr. Humphrey "walk the halls" and give each Commissioner a detailed briefing regarding today's presentation; and

B. Board Direction – None.

Speaker(s):

Matt Wood

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

8. Discussion Regarding Escambia County Area Transit (ECAT)

A. Board Discussion – The C/W discussed the *Summary of ECAT Employee Meetings*, as provided in the backup by Thomas G. "Tom" Turner, Director, Human Resources Department, and the C/W:

- (1) Was advised by Mr. Turner that some of the issues in the Summary are currently being addressed by First Transit; furthermore, Union employees are requesting that they become employees of the County, and the current estimate of increased costs to assume the management of ECAT is approximately \$194,000, after factoring in increased Florida Retirement System costs and health insurance costs;
- (2) Was advised by Commissioner Robinson that he believes absorbing the Union employees under the County would not be cost neutral, and because of current budget issues (i.e. the Library budget and the Sheriff's budget), the funds are not available for this year's (2013-2014) budget; and
- (3) Heard the request from Commissioner Barry and Commissioner May for an in-depth analysis of what it would cost for the County to manage ECAT; and

B. Board Direction – None.

9. Escambia County Fleet/Equipment

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Escambia County Fleet/Equipment Procurement*, presented by Wes Moreno, Deputy Director, Public Works Department; and

B. Board Direction – None.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

10. County Administrator Search Update

A. Board Discussion – The C/W was advised by Mr. Turner that:

- (1) Of the 63 applications received, 15 applicants did not meet the minimum qualifications, 5 applicants have withdrawn, and Human Resources is awaiting documentation from 2 applicants; and
- (2) The County Administrator Selection Committee will receive the applications and have its first meeting within the next two weeks; and

B. Board Direction – None.

11. Amended Ethics Law – Chapter 2013-36

A. Board Discussion – The C/W was advised by County Attorney Rogers that each Commissioner has been provided with a copy of the amended Ethics Law that was passed by the State Legislature, which is currently in effect; furthermore, each Commissioner will be required to have four hours of ethics training per year; and

B. Board Direction – None.

12. Adjourn

Chairman Valentino declared the C/W Workshop adjourned at 1:00 p.m.

REPORT OF THE SPECIAL COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD JUNE 10, 2013
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(1:06 p.m. – 2:52 p.m.)

Present: Commissioner Gene M. Valentino, Chairman, District 2
Commissioner Lumon J. May, Vice Chairman, District 3
Commissioner Steven L. Barry, District 5
Commissioner Wilson B. Robertson, District 1
Commissioner Grover C. Robinson IV, District 4
George Touart, Interim County Administrator
Alison Rogers, County Attorney
Doris Harris, Deputy Clerk to the Board
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

AGENDA NUMBER

1. Call to Order

Chairman Valentino called the Special Committee of the Whole (C/W) to order at 1:06 p.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 June 8, 2013, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule June 10- June 14, 2013, Legal No. 1600484.*

REPORT OF THE SPECIAL COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Land Development Code

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation entitled *Escambia County Land Development Code Review*, presented by Bonita Player, P.E., Project Principal, Engineering & Planning Resources, PC; Matthew "Matt" Mooneyham, Escambia County Public Works Project Manager; Arthur Hooks, P.E., Project Engineer, Engineering & Planning Resources, PC; and Allara Mills Gutcher, AICP, Sub consultant, Principal, The Planning Collaborative, and the C/W:

(1) Was advised by Ms. Player that:

- (a) Escambia County's Land Development Code (LDC) and Comprehensive Plan were compared to five Florida Counties: Bay, Santa Rosa, Okaloosa, and Walton, and Baldwin County, Alabama, which has no adopted LDC or Comprehensive Plan, but has a Zoning Ordinance that includes many requirements similar to those of Escambia County's LDC and Comprehensive Plan;
- (b) All five Counties still have provisions for Transportation Concurrency in their LDCs or Comprehensive Plans; however, only four of the five Florida Counties still actively require Concurrency analysis and adherence to Concurrency guidelines;
- (c) Santa Rosa County has suspended its Transportation Concurrency requirements, and both Santa Rosa County and Walton County have either suspended or removed School Concurrency requirements from their LDCs or Comprehensive Plans; and
- (d) In summary, the review revealed that Escambia County's current LDC and Comprehensive Plan meet the requirements of Florida Statutes for Concurrency, the DRC process appears to be one of the shortest among the six Counties, provided that there are no major issues that could delay approval, and the Land Use and Rezoning processes are on average for time to approval;

(Continued on Page 3)

REPORT OF THE SPECIAL COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Continued...

A. Continued...

(2) Was advised by Mr. Hooks that:

- (a) The comparison revealed that signage and lighting regulations vary, and, while some Counties have overlay zones, historical districts, or review committees, neighborhood covenants for architectural review are neither considered nor enforced by these Counties;
- (b) A stormwater review revealed that some Counties have a higher attenuation standard and that Escambia is the only County with a wetlands mitigation bank;
- (c) While each County is slightly different, the State average for buffer zones is 15 feet for secondary impacts; and
- (d) Permits for impacts to wetlands are issued through ERP (*Environmental Resource Permitting*), whether or not approval is required from the Army Corps of Engineers, Northwest Florida Water Management District, or Florida Department of Environmental Protection;

(3) Was advised by Ms. Gutchner that the Legislature recently made Concurrency for Transportation, Schools, Parks, and other services optional for Counties; however, if Transportation Concurrency is adopted, standards are outlined in Section 163.3180, Florida Statutes, and, further, House Bill 319 revised the Transportation Concurrency requirements;

(4) Was advised by County Attorney Rogers that Florida Law provides minimum land development requirements, and the County must have land development regulations that are consistent with, and implement, its adopted Comprehensive Plan;

(Continued on Page 4)

REPORT OF THE SPECIAL COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Continued...

A. Continued...

- (5) Heard comments from Dan Gilmore, who alleged that the Board-appointed (*Land Development Code Citizen Advisory*) Committee was "stonewalled" by staff, for more than 2 1/2 years, and that 99% of the Committee's work was rejected by the Planning staff and was not incorporated into the draft before the Board today;
- (6) Was advised by T. Lloyd Kerr, Development Services Department Director, that staff did not "stonewall" the Committee; however, the Committee had provided limited strikethrough/underline language, and heard his suggestion that the outside consultant prepare a draft LDC, and that Mr. Gilmore also provide his recommended language, for review by the Planning Board and the Board of County Commissioners; and
- (7) Was advised by Interim County Administrator Touart that staff will provide recommendations to the Planning Board within 90 days, and to the Board of County Commissioners within six months; and

B. Board Direction – The C/W recommends that the Board take the following action concerning the Land Development Code (LDC):

- (1) Approve submitting to the Planning Board, as the Board of County Commissioners' outside consultants, a draft that includes only what the State requires, and approve that the Planning Board and Department Directors can argue for their respective items that are not required by the State; and

(Continued on Page 5)

REPORT OF THE SPECIAL COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Continued...

B. Continued...

- (2) Approve the following General Recommendations, as outlined in the PowerPoint Presentation:

Customer Service

- ◆ *Improve phone service*
- ◆ *Install a Gatekeeper*
- ◆ *(Implement Project) Champion (Expediter)*
- ◆ *Improve Website Navigation*
- ◆ *Provide a public staff telephone directory*
- ◆ *Provide a Planning and Zoning Quick Reference Guide*

DRC (Development Review Committee)

- ◆ *(Implement) Project Champion (Expediter)*
- ◆ *Follow up on projects are have not received approval within a certain time frame*

General LDC and Comprehensive Plan

- ◆ *Complete and enhance the update process*
- ◆ *Provide for Economic Development opportunities*
- ◆ *Provide credits to allow developers to reduce their proportionate share*
- ◆ *Use the matrixes as one of the tools for the redesign/reformatting of both the LDC and Comprehensive Plan*
- ◆ *(Include in the LDC) Illustrations and Graphs*
- ◆ *Continue to Phase II*

Recommended 5-0

4. Adjourn

Chairman Valentino declared the C/W Workshop adjourned at 2:52 p.m.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4541

Growth Management Report 19. 1.

BCC Regular Meeting

Meeting Date: 07/11/2013

Issue: Review of Rezoning Cases heard by the Planning Board on June 3, 2013

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Cases heard by the Planning Board on June 3, 2013

That the Board take the following action concerning the rezoning cases heard by the Planning Board on June 3, 2013:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2013-04, Z-2013-11, and Z-2013-12 or remand the cases 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 cases that were reviewed.

1. Case No.: Z-2013-04

Address: 2842 Nowak Dairy Road

Property Reference No.: 36-1N-31-2000-000-000; 36-1N-31-1200-000-000

Property Size: 47.98 (+/-) acres

From: VAG-2, Villages Agriculture Districts, Gross Density (one du/five acres)

To: V-2, Villages Single-Family Residential, Gross Density (two units/acre)

FLU Category: MU-S, Mixed-Use Suburban

Commissioner District: 5

Requested by: Buddy Page, Agent for, Poly Surveying

Planning Board Recommendation: Denial

Speakers: Buddy Page, Brett Orrell, Vince Lacoste, James Wells, William Thompson, Richard Moye, Karl Henderly, Dominique Hudgens, Jeanne Henderly, Peter Hurd, Jack Walters, Jan Walters, Carter Granat, Lynn McNorton,

2. Case No.: Z-2013-11

Address: 10200 Pensacola Boulevard

Property Reference: 09-1S-30-1101-000-009
Property Size: 2.37 (+/-) acres
From: C-1, Retail Commercial District (cumulative) (25 du/acre)
To: C-2, General Commercial and Light Manufacturing District (cumulative) (25 du/acre)
FLU Category: C, Commercial
Commissioner District: 5
Requested by: Frank Sanders, Owner
Planning Board Recommendation: Approval
Speakers: Frank Sanders

3. Case No.: Z-2013-12

Address: 7649 Mobile Highway
Property Reference: 17-1S-31-4201-000-000
Property Size: 10.5(+/-) acres
From: R-2, Single-Family District (cumulative), Low-Medium Density (seven du/acre)
To: AG, Agricultural District, Low Density (1.5 acres/du)
FLU Category: MU-S, Mixed-Use Suburban
Commissioner District: 1
Requested by: Susan Thibodeaux, Owner
Planning Board Recommendation: Approval
Speakers: Susan Thibodeaux

BACKGROUND:

The above cases were owner initiated and heard at the June 3, 2013 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 requests.

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-2013-04

Z-2013-11

Z-2013-12

Z-2013-04

PLANNING BOARD REZONING HEARINGS - JUNE 3, 2013

25

1 MS. SINDEL: No.

2 MR. BRISKE: Ms. Thibodeaux, did you have

3 any questions or cross-examination for the

4 staff members at this time?

5 MS. THIBODEAUX: No, sir.

6 MR. BRISKE: We do have a public speaker

7 on this one. We'll give you a chance to give

8 closing arguments as well once the speaker has

9 spoken.

08:57:30 10 For those members of the public who wish

11 to speak, please note that the

12 Planning Board will make a decision only on the

13 six criteria and exceptions described in

14 Section 2.08.02.D of the Escambia County Land

15 Development Code. During our deliberations

16 the Planning Board does not consider general

17 statements of support or opposition.

18 Accordingly, we ask that you limit your

19 testimony to those criteria and exceptions

08:57:54 20 described in Section 2.08.02.D, which are up

21 on the Board. Please also note that only

22 those individuals who are here today and give

23 testimony on the record before the Planning

24 Board will be allowed to speak at the

25 subsequent hearing before the Board of County

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26

1 Commissioners.

2 Mr. Lynn McNorton.

3 MR. McNORTON: That's not on this case. I

4 was on the third one down. If I put the wrong

5 number, I'm on 04, 2013-04.

6 MR. BRISKE: It says 12 on here. I

7 apologize.

8 Is there anyone else that wishes to speak

9 on case 2013-12? I hereby close the public

08:58:46 10 comment section. Do we have a motion?

11 (Motion by Mr. Goodloe.)

12 MR. GOODLOE: Mr. Chairman, I move we

13 recommend approval of rezoning package Z-

14 2013-12 to the Board of County Commissioners

15 and adopt the Board of Fact as provided in

16 the rezoning hearing package.

17 MS. DAVIS: I second that.

18 MR. BRISKE: A motion and a second. Is

19 there any further discussion? All those in

08:59:04 20 favor, please say aye.

21 (Board members vote.)

22 MR. BRISKE: Opposed? None. The motion

23 carries.

24 (Conclusion of Z-2013-12. Transcript

25 continues on Page 27.)

TAYLOR REPORTING SERVICES, INCORPORATED

27

1 * * *

2 CASE NO: Z-2013-04

3 Location: 2842 Nowak Dairy Road

4 Parcel: 36-1N-31-2000-000-000;

5 36-1N-31-1200-000-000

6 From: VAG-2, Villages Agriculture

7 Districts, Gross Density

8 (One du/five acres)

9 To: V-2, Villages Single-Family

10 Residential, Gross Density

11 (Two du/acre)

12 FLU Category: MU-S, Mixed-Use Suburban

13 BCC District: 5

14 Requested by: Wiley C. "Buddy" Page, Agent for

15 Poly Surveying

16 MR. BRISKE: Our next case is Case

17 Z-2013-04. Buddy Page is the agent for Poly

18 Surveying, 2842 Nowak Dairy Road, from a

19 VAG-2, Villages Agricultural District, to a

20 V-2, Villages Single-Family Residential.

21 Members of the Board, has there been any

22 ex parte communication between you, the

23 applicant, agent, attorney, witnesses, fellow

24 Planning Board members or anyone from the

25 general public prior to this hearing? Also

08:59:50 26 please disclose if you have visited the

27 subject property and disclose if you are a

09:00:26 28 relative or business associate of any of the

29 parties.

30 MS. ORAM: No to all.

31 MR. GOODLOE: No to all.

32 MR. WOODWARD: No to all.

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28

1 MR. BRISKE: The Chairman. No to all.

2 MS. SINDEL: No to all.

3 MS. DAVIS: No to all.

4 MR. WINGATE: No to all except I did go

5 out and visit the site.

6 MR. BRISKE: Thank you, Mr. Wingate.

7 Staff, was there a notice of the hearing

8 sent to all interested parties?

9 MS. MEADOR: Yes, sir.

09:00:52 10 MR. BRISKE: Was that notice of the

11 hearing posted on the subject property?

12 MS. MEADOR: Yes, sir.

13 MR. BRISKE: Mr. Page, is there any

14 objection to the staff presenting the

15 photography and maps?

16 MR. PAGE: No.

17 MR. BRISKE: Thank you, sir.

18 (Presentation of Maps and Photographs.)

19 MS. CAIN: Allyson Cain, Urban Planner.

09:01:08 20 This is rezoning Case Z-2013-04, 2842 Nowak

21 Dairy, from VAG-2 to V-2, Villages

22 Single-Family.

23 This is the locational map showing the

24 site. This is the 500-foot radius map showing

25 the subject parcel as VAG-2, surrounding with

TAYLOR REPORTING SERVICES, INCORPORATED

PLANNING BOARD REZONING HEARINGS - JUNE 3, 2013

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| <p>29</p> <p>1 VR-1, VAG-1 and VR-1. This is the Future Land 2 Use Map showing the Mixed Use Suburban 3 category. This is the existing land use map. 4 This is the overall aerial photography of the 5 site. 6 This is our sign. This is looking south 7 from the subject property across 97. This is 8 looking northwest along Highway 97 from the 9 subject property. Looking southeast along 10 Highway 97 from the property. Looking north 11 down Nowak Dairy Road. Looking into the 12 subject property from Nowak Dairy. Looking 13 north from the parcel on Nowak Dairy Road. 14 Looking southeast toward Highway 97 and 15 Sherrilane. This is our 500-foot radius map 16 from Chris Jones and this is another map, and 17 then the 500-foot mailing list that we sent 18 notices out to. That's the end of the maps. 19 MR. BRISKE: Board members, any questions 20 for staff at this time? Okay. 21 Mr. Page, if you will come forward, 22 please. Please be sworn. 23 (Wiley C."Buddy" Page sworn.) 24 MR. BRISKE: Mr. Page, if you will, 25 please state your name and address. TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p>31</p> <p>1 those in favor, say aye. 2 (Board members vote.) 3 MR. BRISKE: Opposed. 4 (None.) 5 MR. BRISKE: Let the record reflect that 6 he's qualified as an expert in the area of 7 land use and planning. 8 Mr. Page, you have the floor. 9 MR. PAGE: Think you, Mr. Chairman. The 10 application package before the Board this 11 morning I understand coming back from the 12 Board of County Commissioners on a remand 13 status was to allow the public an additional 14 opportunity to speak on a request that was 15 made at the Planning Board which was different 16 than the original request. So the record as I 17 understand it had all the testimony regarding 18 the previous and not the V-2 that we're 19 requesting here today. So my understanding is 20 the purpose of our presentation today is to go 21 through the application package with V-2 as 22 our goal to attempt to satisfy the Board that 23 that request is consistent with the area. 24 Mr. Chairman, to that end, the criteria 25 that we have seen in terms of Criterion Number TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p>30</p> <p>1 MR. PAGE: Thank you, Mr. Chairman. Buddy 2 Page, 5337 Hamilton Lane, Pace, Florida, with 3 Growth Management Services, LLC. 4 MR. BRISKE: Have you received a copy of 5 the hearing package and the staff's findings? 6 MR. PAGE: I have. 7 MR. BRISKE: And do you understand that 8 you have the burden of providing substantial 9 competent evidence that the proposed rezoning 10 is consistent with the Comprehensive Plan, 11 furthers the goals, objectives and policies of 12 that plan and is not in conflict with any 13 portion of the Land Development Code? 14 MR. PAGE: Yes, I do. 15 MR. BRISKE: Before we proceed, do you 16 wish to be qualified as an expert in the area 17 of land use and planning? 18 MR. PAGE: I do, Mr. Chairman. 19 MR. WOODWARD: I move that he be accepted 20 as an expert in land use and planning. He's 21 previously testified in that regard before 22 this Board. 23 MS. SINDEL: Second. 24 MR. BRISKE: We have a motion and a 25 second. Any discussion on this matter? All TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p>32</p> <p>1 (1), consistency with the Comprehensive Plan, 2 the staff's findings indicate that the V-2 3 request is consistent with the adopted 4 Escambia County Comprehensive Plan. 5 Under Criterion (2), compatibility with 6 the development code, the Land Development 7 Code, the staff also finds, Mr. Chairman, that 8 we're consistent with that, as well. As this 9 Board well knows under the rules and 10 regulations that we're operating under, once 11 the Land Development Code and the 12 Comprehensive Plan are found to be consistent, 13 if our application is consistent with that, 14 the burden of proof shifts from the applicant 15 to the staff and the staff is asked at that 16 point through this Board to show why it should 17 not be approved or if it needs to change why 18 maintaining a current zoning designation 19 accomplishes a legitimate purpose. It's very 20 clearly set out how this Board makes that 21 determination. 22 If I might be able to read under LDC 23 2.2.0, upon the applicant proving the proposed 24 rezoning complies with these criteria, the 25 Planning Board shall recommend approval of the TAYLOR REPORTING SERVICES, INCORPORATED</p> |

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| <p style="text-align: right;">33</p> <p>1 rezoning request to the Board of County 2 Commissioners unless the Planning Board 3 determines that there is competent substantial 4 evidence that maintaining the current zoning 5 designation accomplishes a legitimate public 6 purpose. For purposes of this section a 7 legitimate public purpose shall include but 8 not be limited to preventing the following as 9 may be determined by law from time to time.</p> <p>09:06:40 10 Mr. Chairman there are five items in order 11 for this Board to take a look at beyond our 12 being consistent with the Comprehensive Plan 13 and the Land Development Code and I think it 14 would be prudent to review this, especially 15 for some of the folks in the audience.</p> <p>16 A, the proposed rezoning or development 17 permitted therein is premature or otherwise 18 creates or constitutes urban sprawl pattern of 19 development. Your staff found no finding as 20 far as urban sprawl and your adopted 21 definition of that also indicates this is not 22 urban sprawl. So that's A.</p> <p>23 B says the proposed rezoning will 24 constitute spot zoning, that is an isolated 25 zoning district that may be incompatible with</p> <p style="text-align: right;">TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">35</p> <p>1 it indicates that without a permit tomorrow 2 morning an owner of that property could come 3 down to this building and apply for a 4 development order for the production of farm 5 animals, including swine, so we could have, 6 the way it's permitted today, the way it's 7 zoned today, a fairly large scale swine 8 operation. We also could develop it into a 9 campground or recreational vehicle park, a 10 large RV park, if you will. And certainly, 11 item number ten says mobile homes. We could 12 come in and request without going before this 13 Board or the County Commissioners tomorrow 14 morning for a permit to build a mobile home 15 park as long as it met all the state 16 requirements in terms of sanitation and so 17 forth.</p> <p>18 Interestingly enough, recently this Board 19 approved the ability for a person to go out on 20 this acreage under this zoning category and 21 develop under item 20 a motorized commercial 22 recreational use, that is an off-road 23 all-terrain vehicle motorcycle type of jumping 24 operation. You've seen these on television.</p> <p>25 And also without asking anything from this</p> <p style="text-align: right;">TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p style="text-align: right;">34</p> <p>1 adjacent or nearby zoning districts or uses or 2 other otherwise defined by Florida law. So 3 under B, again, the staff found no finding 4 that this was spot zoning.</p> <p>5 Under item C out of these five, the 6 proposed rezoning will create an intrusion of 7 commercial or industrial uses. So clearly 8 aiming toward something that we're not asking 9 for here today. So we view that as being de 10 minimus or irrelevant.</p> <p>09:07:58 11 And then D, it says the proposed rezoning 12 and the development permitted thereunder will 13 result in significant adverse impacts upon 14 property values or adjacent or nearby 15 properties or in the immediate area more than 16 one of the types than what is currently 17 permitted.</p> <p>18 If we take a look, Mr. Chairman, at what 19 is currently permitted under the AG category, 20 I think it's significant to point out that 21 there are a number of things that could occur 22 in this category that are more intense than 23 what we are requesting here today. I have a 24 list of those items and this is under Article 25 6 of the zoning districts of the County. And</p> <p style="text-align: right;">TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">36</p> <p>1 Board or the County Commissioners, they could 2 apply tomorrow morning for a shooting range 3 and a hunting preserve on this property.</p> <p>4 So these are things, Mr. Chairman, I 5 mention to say that this is what could be done 6 there now. And any finding that suggests that 7 the zoning that we're asking for is more 8 intense than any of these things that I have 9 listed here, I think, is not supported 10 certainly by these facts.</p> <p>09:10:28 11 So getting back then under item E, which 12 is the last of these criteria that this Board 13 uses, it says the proposed rezoning and 14 development permitted therein will detract 15 from the character and quality of the general 16 area and they do all that and it's very 17 specific as far as how you go about making 18 that determination. It says by creating 19 excessive traffic, noise, lights, vibrations, 20 fumes, odor, dust, physical activities or 21 other detrimental effects or nuisances.</p> <p>09:10:54 22 So, Mr. Chairman, all of these items, 23 these five items here in terms of how the 24 Board would take these five items then and 25 view anything such as items three, four, five</p> <p style="text-align: right;">TAYLOR REPORTING SERVICES, INCORPORATED</p> |

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| <p style="text-align: right;">37</p> <p>1 and six under the criteria that we saw up here 2 earlier, we pass all of these. 3 I would like to continue then under item 4 three, compatibility with the surrounding 5 uses. You notice, Mr. Chairman, that it says 6 compatibility with the surrounding uses. It 7 does not say compatibility with surrounding 8 densities. Whether or not and to The extent 9 to which the proposed amendment is compatible 10 with existing and proposed uses in the area. 11 The definition of uses would indicate that the 12 use in that area is either commercial, 13 industrial, residential, agricultural or so 14 forth. There is a fair amount of agricultural 15 and residential land in this area, so we feel 16 like we're compatible with that based upon the 17 Board's own definitions of these words that 18 are used. Even though the staff offers within 19 a 500-foot radius a variety of other 20 activities that are going on there, we're 21 talking about uses and not density of land. 22 There's a significant difference based on the 23 County's definitions of those words. 24 I'm still on three. If the request is 25 granted, incompatibility can arise from either</p> <p style="text-align: center;">TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">39</p> <p>1 Comprehensive Plan, by default this Board 2 agreed and the Board of County Commissioners 3 upheld it that we will adopt or use any of the 4 definitions from Tallahassee. Under Chapter 5 163.3164 they have all the definitions. The 6 one that I wanted to mention today is 7 compatibility. Compatibility means a 8 condition in which land uses or conditions can 9 coexist in relative proximity to each other in 10 a stable fashion over time so that no use or 11 condition is unduly negatively impacted 12 directly or indirectly by another use or 13 condition. 14 And it also gives us a definition, 15 Mr. Chairman, of density. Density means an 16 objective measure of the number of people or 17 residential units allowed per unit of acre 18 such as residents or employees. 19 All of these definitions are important 20 because that's the way the rules are written 21 that we have to comply with. So under the 22 comparison of what could happen out there in 23 Agricultural right now and using the 24 definitions that the County has adopted and 25 this Board recommended, we think we are in</p> <p style="text-align: center;">TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p style="text-align: right;">38</p> <p>1 the land use, structure size or design. 2 Mr. Chairman, I would say that the Board 3 -- this Board adopted under the Comprehensive 4 Plan what defines something being 5 incompatible. And it's at Comprehensive Plan 6 3-4. A couple of the sentences: 7 Incompatible development is new 8 development proposed to be constructed next to 9 existing development where the proximity of 10 two kinds of development would each diminish 11 usefulness of the other or detrimental to 12 existing operations in the event that it was 13 some type of commercial venture. 14 The incompatibility can arise from either 15 land use, structure size or design. It 16 doesn't say anything about density. It talks 17 about land use. Compatible development of new 18 development proposed to be constructed next to 19 existing development where proximity of two 20 kinds of development each would compliment or 21 enhance the usefulness of the other. That's 22 in your Land Development Code. 23 The Board went further and adopted the 24 statutory definitions in Tallahassee. And if 25 it's not in your Land Development Code or</p> <p style="text-align: center;">TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">40</p> <p>1 compliance with number (3), Mr. Chairman. 2 Item four, Criterion (4), changed 3 conditions, we agree. We don't see a lot of 4 changed conditions out that way recently, but 5 I think the Board would certainly agree and 6 want to attempt to point out a little more 7 here when we get further in that this is the 8 single area in the county that has experienced 9 a tremendous amount of residential development 10 over the past ten years. With the 11 construction expansion of the Navy Federal 12 Credit Union on Nine Mile Road and connecting 13 with Bauer Road across and then coming into 14 this area from the west, we also see that all 15 the new jobs that they're creating, and I've 16 seen several numbers, two, three, 4,000 jobs 17 within the next four or five years, these folk 18 are going to need a place to live and I would 19 suggest to you that the income level from what 20 I understand these people are going to be 21 making would make this geographic area of the 22 county very desirable to move into. That's 23 the only changed condition that we could 24 perhaps forecast. 25 Criterion (5), effect on the natural</p> <p style="text-align: center;">TAYLOR REPORTING SERVICES, INCORPORATED</p> |

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| <p>41</p> <p>1 environment. There are wetlands on the site. 2 Obviously it will take a considerable amount 3 of working with the County environmental 4 folks, together with the Corps of Engineers 5 and the Florida Department of Environmental 6 Regulation to address those concerns. 7 Mr. Chairman, finally, under development 8 patterns, item number six, it says the 9 proposed amendment would not result in a 10 logical and orderly development pattern. The 11 surrounding area is currently designated as 12 Village Residential and Village Agriculture 13 zoning, which depicts one acre in size or 14 larger for a single-family home. 15 Now, again, we're talking about 16 development patterns and the recommendation or 17 the analysis here has to do with density, not 18 necessarily a pattern of residential and 19 commercial and industrial. 20 It further reads the request to V-2 is 21 more intense than existing zoning. 22 Mr. Chairman, I would go back and cite to you 23 that the existing allowed uses under 24 Agricultural, especially if we're talking 25 about a motorcross park or a pig farm, for TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p>43</p> <p>1 that it gets back to our definition of 2 compatibility that shows that these particular 3 different densities of housing units certainly 4 have been compatible over a period of time 5 because they're actually out on the ground. 6 MS. CAIN: Where do you want to go, Buddy? 7 MR. PAGE: I think what you had up there 8 before was probably -- do you see anything 9 there to the bottom? 10 MR. JONES: Yes, all those subdivisions. 11 MR. PAGE: Well, that entire area, my 12 point being, Mr. Chairman, that that is a very 13 desirable area of the county to come under the 14 growth direction of the County and we feel 15 like the compatibility issues that have been 16 cited here in the findings of a logical and 17 orderly development pattern, especially in 18 terms of something being constructed next door 19 to something that would make it somehow 20 inconsistent or incompatible, we have examples 21 all out in this area where these adjacent 22 types of land uses, whether they were 23 developed 20 years ago ahead of the zoning or 24 two months ago, they exist on the ground and 25 they certainly are compatible. You can drive TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p>42</p> <p>1 lack of a better term, we think that those 2 existing conditions right now are more intense 3 than the request that we're taking for V-2 4 which eliminates all of that and only allows 5 single-family residential type uses. 6 So again, we feel like that we are in 7 compliance with the development patterns and 8 we certainly think that it would result in a 9 logical and orderly development pattern. 10 Mr. Chairman, if I could ask the staff if 11 we could see a broader land use of this area? 12 Do we have anything that -- 13 MS. CAIN: We can zoom in and out. 14 MR. PAGE: Well, what I wanted to show was 15 especially just to the east of this site along 16 the northerly extension of Pine Forest Road 17 that we have a number of categories for 18 residential developments in that area, 19 Mr. Chairman, of V-1, V-2, V-3, VAG, of all 20 different various categories, only to 21 emphasize and point out to you that this is 22 really a prime development area in the County. 23 And all of these V-1, V-2 and V-3 are exactly 24 next door to one another. As a result of 25 being next door to one another, I would think TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p>44</p> <p>1 through that area now and see very very few 2 lots that have been developed that have not 3 been constructed upon, so it's a very 4 desirable area whether you're next door to V-1 5 to V-2 or AG or so forth. 6 So these are the types of arguments, 7 Mr. Chairman, that we would like to use to 8 suggest that we are consistent with a logical 9 and orderly development pattern in this area 10 of the County. 11 And I had one other point, Mr. Chairman, 12 and I'll close. That was in terms of the 13 overhead map, Mr. Chairman, and we have done 14 that. That's all I have. 15 MR. BRISKE: Thank you, Mr. Page. Any 16 questions for Mr. Page before we move on? 17 Mr. Jones, I have one question. In the 18 Board's package here we do not have the 19 staff's original findings. We have the 20 applicant's response to the criteria. We need 21 to introduce those into the record as the 22 original findings. They're not in our 23 package. 24 MR. PAGE: I have a copy. 25 MS. CAIN: I think the reason we didn't TAYLOR REPORTING SERVICES, INCORPORATED</p> |

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| <p style="text-align: right;">45</p> <p>1 give you the original is because they came 2 back in with a request to V-2 versus the V-3, 3 so we didn't include that because this is now 4 thinking strictly on the V-2 zoning. 5 MR. BRISKE: Mr. West, we don't have the 6 staff's findings in this package that we're 7 presenting today. I know it's gone through 8 before, but we have Mr. Page's response to 9 them. 09:21:36 10 MR. WEST: You mean the original findings 11 from the first hearing? 12 MR. BRISKE: They're not part of this 13 package. 14 MR. WEST: Again, I think the reason why 15 is because the applicant changed their request 16 to a less intense V-2 zoning district, so 17 that's... 18 MR. BRISKE: I guess what I'm getting at 19 we have to have the County's, the staff's 09:22:00 20 position in the record as part of this 21 package. 22 MS. CAIN: For the V-2? 23 MS. ORAM: I got it off the agenda. It 24 was V-2. It wasn't in this package, you know, 25 the separate package, but on the agenda, when TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">47</p> <p>1 Nowak Dairy is requesting from VAG-2 to V-2. 2 Basically the Criterion (1) through (6) we 3 saw that the applicant met four of those 4 criteria. The two criteria that we did not 5 see that they met was Criterion (3) and 6 Criterion (6). 7 Criterion (3) is compatible with the 8 surrounding uses. Here again we said it was 9 not compatible with the surrounding uses. 09:23:48 10 Within the 500-foot radius there were several 11 VR-1, VAG-2, and the request to V-2 would 12 allow for two dwelling units per acre which 13 would contradict the surrounding VR-1, which 14 allows one dwelling per four acres. So if 15 this is granted there could be some 16 incompatibility as Mr. Page said earlier with 17 the land use and the structure size. 18 The Criterion (6) that we said did not 19 meet was the development patterns. The 09:24:28 20 surrounding area is currently designated with 21 village rural and village agriculture zoning 22 which does depict one acre in size or larger 23 for a single-family home. And the V-2, which 24 we said is more intense than the existing 25 zoning is currently and it would allow two TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p style="text-align: right;">46</p> <p>1 you pull up the agenda. 2 MS. CAIN: It's part of the packet. 3 MS. DAVIS: I got it. 4 MR. WEST: To the extent there's anything 5 from the prior hearing, it's in the transcript 6 which is part of the record still. I think 7 the staff's findings, what I've got before me, 8 all reflect the V-2 analysis. 9 MR. BRISKE: I just wanted to make sure, 09:22:36 10 because when these things get sent back we 11 want to make sure we have the right 12 information. 13 MR. JONES: Mr. Page did reference the V-2 14 request for today, so he did predicate his 15 argument on the V-2 request today. 16 MR. BRISKE: Okay. Before we go any 17 further, any questions? Mr. Page, we'll give 18 you obviously an opportunity to come back at 19 the end and have a closing. 09:23:02 20 Mr. Jones, from staff's standpoint did you 21 have -- Allyson, are you going to do it? 22 (Testimony by Allyson Cain, previously 23 sworn.) 24 MS. CAIN: Allyson Cain, Urban Planner. 25 This particular case Z-2013-04 for the 2842 TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">48</p> <p>1 dwelling units per acre, unlike the lower 2 density of one dwelling unit per four acres. 3 So those were the only two criteria that 4 we say were not compatible. 5 MS. DAVIS: I have a question, Allyson. 6 When we say that you allow two dwelling units 7 per acre, does that mean half an acre apiece? 8 It seems to me maybe it doesn't. Is it 9 possible for people to take two-quarters of an 09:25:20 10 acre and build a house on a smaller lot in that 11 case? 12 MS. CAIN: Well, two dwelling units, yes, 13 two dwelling units per acre on a half acre. 14 MS. DAVIS: It would be a half acre no 15 matter what? 16 MS. CAIN: And you still have to meet all 17 your setbacks. 18 MS. DAVIS: Yes, setbacks, obviously. 19 MR. BRISKE: Additional questions? Okay. 09:25:50 20 We have quite a few speakers and I just 21 want to go over a couple of the ground rules 22 while we do this. First of all, there is a 23 time limit for speaking. We'll have a timer 24 up there. Our staff will stop the timer if 25 one of the Board members asks you a direct TAYLOR REPORTING SERVICES, INCORPORATED</p> |

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| <p>49</p> <p>1 question. Otherwise, the timer will continue</p> <p>2 to run. We ask that -- if we could while</p> <p>3 we're talking about this, just bring up the</p> <p>4 six criteria, please. We'll cover this in</p> <p>5 just a minute. I have a public comment we</p> <p>6 have to get on the record, but we want you to</p> <p>7 keep your comments limited to one of these six</p> <p>8 criteria because that's the only thing we can</p> <p>9 consider. We have to make our decision based</p> <p>09:26:36 10 on these criteria. You can't just come up and</p> <p>11 say I'm opposed to this just because I don't</p> <p>12 like it or I like it. You have to tell us why</p> <p>13 with one of these criteria. When you come up,</p> <p>14 please keep your comment concise to these. If</p> <p>15 someone has already said what you wanted to</p> <p>16 say, just please say, I'm up here in support</p> <p>17 or opposition of it and here's why, just so we</p> <p>18 can keep things moving.</p> <p>19 With that let me get our formal notice on</p> <p>09:27:06 20 the record. For those members of the public</p> <p>21 who wish to speak on this matter, please note</p> <p>22 that the Planning Board bases its decisions on</p> <p>23 criteria and exceptions described in Section</p> <p>24 2.08.02.D of the Escambia County Land</p> <p>25 Development Code. During our deliberations</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p>51</p> <p>1 MR. WELLS: I'm here to speak to the</p> <p>2 consistency with the Comprehensive Plan and</p> <p>3 there's none.</p> <p>4 Consistency with the code. Large density</p> <p>5 change from adjacent properties is</p> <p>6 inconsistent with the code.</p> <p>7 Compatibility with the surrounding areas.</p> <p>8 Adjacent properties have livestock and I've</p> <p>9 got some of it as appropriate for the current</p> <p>09:28:56 10 zoning. Large animals living next to a</p> <p>11 residential neighborhood is a safety issue.</p> <p>12 Changed conditions. A subdivision</p> <p>13 entrance on Sherrilane Drive will provide cut</p> <p>14 through traffic and change that from a</p> <p>15 neighborhood road to a collector road.</p> <p>16 Effect on the natural environment. The</p> <p>17 increase stormwater runoff through the</p> <p>18 existing wetlands would change their</p> <p>19 characteristics.</p> <p>09:29:26 20 Development patterns. The number of</p> <p>21 quarter acre lots due to the wetlands is a</p> <p>22 large density change to adjacent properties.</p> <p>23 Thank you.</p> <p>24 MR. BRISKE: Thank you, sir.</p> <p>25 MR. WELLS: I hope you could hear me.</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p>50</p> <p>1 the Planning Board will not consider general</p> <p>2 statements of support or opposition.</p> <p>3 Accordingly, please limit your testimony to</p> <p>4 the criteria and exceptions described in this</p> <p>5 Section 2.08.02.D. Please also note that only</p> <p>6 those individuals who are here present today</p> <p>7 and give testimony on the record before the</p> <p>8 Planning Board will be allowed to speak at the</p> <p>9 subsequent hearing before the Board of County</p> <p>09:27:44 10 Commissioners.</p> <p>11 These are in no particular order, just how</p> <p>12 they were handed in, so Mr. James Wells,</p> <p>13 please. Good morning, sir. We'll have you</p> <p>14 sworn in, please.</p> <p>15 (James Wells sworn.)</p> <p>16 MR. BRISKE: Thank you, sir. Please state</p> <p>17 your name and address for the record.</p> <p>18 MR. WELLS: James Wells.</p> <p>19 MR. BRISKE: Go ahead.</p> <p>09:28:14 20 MR. WELLS: 2363 Sherrilane Drive. I want</p> <p>21 to note if the damn people would get close</p> <p>22 enough to the phone so we can hear it back</p> <p>23 there, because I couldn't hear anything that</p> <p>24 fellow said. It was a waste of time.</p> <p>25 MR. BRISKE: Okay.</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p>52</p> <p>1 MR. BRISKE: Yes, sir, we could. Thank</p> <p>2 you.</p> <p>3 Please remember to speak into the</p> <p>4 microphone so everyone can hear in the room.</p> <p>5 Mr. Page, do you wish to cross-examine?</p> <p>6 MR. PAGE: No, sir.</p> <p>7 MR. BRISKE: Board members, any questions</p> <p>8 for Mr. Wells? Thank you.</p> <p>9 Our next speaker is Mr. William Thompson.</p> <p>09:29:58 10 Please be sworn in.</p> <p>11 (William Thompson sworn.)</p> <p>12 MR. BRISKE: Sir, your name and address</p> <p>13 for the record.</p> <p>14 MR. THOMPSON: William Thompson, 2612</p> <p>15 Sherrilane Drive. A lot of -- Mr. Wells just</p> <p>16 covered some of my notes, so maybe I can speed</p> <p>17 things up a little. One thing I want to say</p> <p>18 is I've never seen any derelict use of land</p> <p>19 out there, no pig farming, racetracks,</p> <p>09:30:32 20 off-road stuff. It's all been very civilized</p> <p>21 respected use of the land.</p> <p>22 We've been on Sherrilane for 21 years.</p> <p>23 I've got three pairs of nesting hawks in my</p> <p>24 backyard which kind of tells you what the</p> <p>25 natural setup is there. I won't belabor you</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p> |

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| <p>53</p> <p>1 with more of that.</p> <p>2 The storm runoff problem, I think, is</p> <p>3 going to be a real issue unless it's addressed</p> <p>4 by significant alteration of regrading and</p> <p>5 maybe catch ponds put in to protect the homes</p> <p>6 that lie in the lowest levels of this</p> <p>7 subdivision.</p> <p>8 Escambia County has 662 acres of -- I'm</p> <p>9 sorry, square miles or 423,000 acres of land.</p> <p>09:31:20 10 It seems reasonable that a subdivision of this</p> <p>11 proposed density could be built elsewhere to</p> <p>12 avoid undermining the original intent of</p> <p>13 landowners, destruction of the environment and</p> <p>14 creating unplanned and unaddressed traffic</p> <p>15 congestion and it's my guess a significant</p> <p>16 drop in property value because Sherrilane will</p> <p>17 lose its characteristics and qualities which</p> <p>18 gave it country appeal and in today's world a</p> <p>19 sought after status. Thank you.</p> <p>09:31:56 20 I'm sorry. I have a written proxy from</p> <p>21 Mr. Riley of 2560 Sherrilane Drive. He's in</p> <p>22 Montana and couldn't attend this meeting, but</p> <p>23 he is the nay position on this.</p> <p>24 MR. BRISKE: Unfortunately, we can't</p> <p>25 accept it without him being present at the</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p>55</p> <p>1 the last time we were here and you gave</p> <p>2 answers to these criteria. It's in the</p> <p>3 record. You gave clearly four or five points</p> <p>4 to why it was a no, so I was confused when I</p> <p>5 saw a posting come up for V-2 when that's what</p> <p>6 the guy changed it to last time we were up</p> <p>7 here and we weren't even allowed to respond.</p> <p>8 We responded to the VAG-5 request or V-5.</p> <p>9 Then they pop up a V-2 and you guys even voted</p> <p>09:33:46 10 on both of them. So you've already said no to</p> <p>11 this. Now, so we're back up here again.</p> <p>12 Also, the usage out here has been studied</p> <p>13 hard, even by the commissioners last meeting</p> <p>14 they were in and they gave the opportunity to</p> <p>15 bring this back without saying no last time to</p> <p>16 get it right and their seeming sense up there</p> <p>17 was one acre or more it what should be out</p> <p>18 here, not what's being run after here. So I</p> <p>19 was thinking something better than V-2 would</p> <p>09:34:20 20 be coming up here, but, no, we're back again.</p> <p>21 This is concerning me, too, because in</p> <p>22 your land use -- you've got a big expert here</p> <p>23 to talk all these words, but let's get back</p> <p>24 down to earth here. That area and a large</p> <p>25 amount around it is one acre or more. What</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p>54</p> <p>1 meeting, but it's noted.</p> <p>2 Board members, any questions for</p> <p>3 Mr. Thompson?</p> <p>4 Mr. Page, any cross-examination?</p> <p>5 MR. PAGE: No.</p> <p>6 MR. BRISKE: Thank you. Riley Robinson.</p> <p>7 MR. THOMPSON: Sir, that's the</p> <p>8 gentleman -- I asked about filling the form</p> <p>9 out in his behalf. They said to go ahead and</p> <p>09:32:34 10 do it. I marked at the bottom he would not be</p> <p>11 speaking.</p> <p>12 MR. BRISKE: It's noted and he will get</p> <p>13 any additional correspondence on the case.</p> <p>14 Richard Moyer. Good morning, sir. You</p> <p>15 know the drill, be sworn in and your name and</p> <p>16 address.</p> <p>17 (Richard Moyer sworn.)</p> <p>18 MR. MOYE: I'm a little confused. They</p> <p>19 read a lot of my points, too. I'll cover</p> <p>09:33:04 20 them, but I'm very confused --</p> <p>21 MR. BRISKE: Sir, excuse me, could we have</p> <p>22 your name and address, please?</p> <p>23 MR. MOYE: Richard Moyer, 2872 Sherrilane</p> <p>24 Drive, Cantonment, Florida.</p> <p>25 MR. MOYE: V-2 was voted on by you guys</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p>56</p> <p>1 we're concerned about is this aggregate effect</p> <p>2 of 40 acres being developed under a certain</p> <p>3 zoning that you give it that means that they</p> <p>4 can actually make lots that are smaller</p> <p>5 because they won't use half the land, so what</p> <p>6 happens is we'll wind up with a quarter acre</p> <p>7 or three or four houses on an acre and that</p> <p>8 does not fit our area out there. We're</p> <p>9 concerned, of course, about the density of</p> <p>09:35:04 10 people and that we have homes right there with</p> <p>11 horses and cattle on it.</p> <p>12 By the way, all the pictures they give you</p> <p>13 they don't show the Sherrilane side of this</p> <p>14 deal and I don't know why they continue to not</p> <p>15 show pictures of that. The other two requests</p> <p>16 up here had it from all angles, but they leave</p> <p>17 out the one looking down Sherrilane where</p> <p>18 there's all this population of larger homes.</p> <p>19 Now, the changed condition. I worry about</p> <p>09:35:30 20 the cut through traffic. Let me back up one.</p> <p>21 The compatibility with the surrounding</p> <p>22 uses, I've been talking about that. It's</p> <p>23 concerning me that you might have a situation</p> <p>24 where they're going to take the money and run</p> <p>25 early on in this, meaning they're going to</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p> |

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| <p style="text-align: right;">57</p> <p>1 develop small lots and then never do anything 2 in the back of that property and that's fine 3 but you're going to wind up with an eyesore of 4 small properties all densed around that 5 property that do not essentially fit the 6 larger one acre lot around. It has to do with 7 the fact that they ratio how many lots you've 8 got on this 40 acres. Oh, you will still meet 9 the zoning. No, not in the final product. 09:36:12 10 The final product is a way less, homes stuck 11 on postage stamps one after the other. 12 MR. BRISKE: Sir, I'll ask you to limit 13 your comments. 14 MR. MOYE: I worry about the wetlands 15 issue. There are some properties around there 16 that are going to be subjected down that hill 17 from huge water problems if this is going 18 forward. Thank you. We're not against 19 developing. We want one acre or better to fit 09:36:40 20 our area. We're not trying to tell them what 21 to do. Thank you. 22 MR. BRISKE: Thank you, Mr. Moye. 23 Board members, questions for Mr. Moye? 24 Mr. Page, cross-examination? 25 MR. PAGE: No. TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">59</p> <p>1 values to this area were based primarily on 2 the fact that it was an area where you could 3 have small farm/ranch, large animals, large 4 gardens, whatever, and that's going to be 5 greatly reduced if this goes through because 6 it's my understanding, and please correct me 7 if I'm wrong on this, but if you have so many 8 acres and you get two houses per acre, then 9 that covers the entire area. It doesn't 09:38:38 10 necessarily mean that every house is going to 11 have a half an acre. What you can do is use 12 part of the land and put them on quarter acre 13 lots and then leave the rest. 14 If you look at the topography of this 15 land, it is quite wet in the back. I realize 16 some of it has already been designated as 17 wetlands and can't be used, but check with 18 some of the people on Sherrilane Drive. It's 19 six to \$8,000 to put a septic tank in in most 09:39:04 20 areas on Sherrilane Drive because it doesn't 21 perc and they're going to find the same thing. 22 My point is that the back part of this 23 property will probably never be developed 24 because it's going to be too expensive to 25 develop. Everything is going to be TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p style="text-align: right;">58</p> <p>1 MR. BRISKE: Karl Henderly. 2 (Karl Henderly sworn.) 3 MR. HENDERLY: Karl Henderly, 2715 4 Sherrilane Drive. The last time I spoke we 5 talked about children and the fact that there 6 were going to be large animals near this 7 population group and that these children 8 probably did not have a familiarity with 9 larger animals and the dangers therein. But 09:37:30 10 the original concept behind this neighborhood 11 was one to five acre farms, small farms. I 12 noticed earlier you said that density had 13 nothing to do with land use. Well, if you've 14 got a quarter acre farm, you don't have a 15 farm, you've got a garden and there's a big 16 difference. 17 My concern is the compatibility with the 18 surrounding area because you're going to have 19 basically agriculture right next to urban and 09:37:56 20 there's going to be a big disparity between 21 the two. I'm concerned about the safety 22 issues. I'm concerned about the traffic, 23 which has already been gone over. But also 24 just the entire flavor of the area, the 25 attractiveness of this area, the property TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">60</p> <p>1 concentrated on Sherrilane Drive and Nowak 2 Dairy and it probably will be quarter acre 3 lots. Thank you. 4 MR. BRISKE: Any questions for 5 Mr. Henderly? 6 Mr. Page, cross? 7 MR. PAGE: No. 8 MR. BRISKE: Yes, sir? 9 MR. WELLS: Who is Mr. Page? I didn't 09:39:32 10 hear it when he went up there. In fact, I 11 didn't hear anything he said, but who is the 12 gentleman? 13 MR. BRISKE: Mr. Page is an agent that is 14 working for Poly Surveying. He has extensive 15 background in land use and planning. I'll let 16 Mr. Page give the rest of his qualifications 17 on the record when he comes back up to explain 18 to you. 19 Dominique Hudgens. 09:40:06 20 (Dominique Hudgens sworn.) 21 MR. BRISKE: Please state your name and 22 address for the record. 23 MS. HUDGENS: My name is Dominique Hudgens 24 and I live at 2700 Sherrilane Drive. And I 25 have four points I would like to speak on. TAYLOR REPORTING SERVICES, INCORPORATED</p> |

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| <p>61</p> <p>1 The first one is consistency with the code. I</p> <p>2 would have to say no because the lots on</p> <p>3 Sherrilane are one house per five acres. With</p> <p>4 the current rezoning of two houses per acre</p> <p>5 that comes to ten homes per five acres. That</p> <p>6 is a thousand percent increase in density.</p> <p>7 The second one is compatibility with the</p> <p>8 surrounding uses. Adjacent properties are</p> <p>9 rural farmland lots, so bringing in a high</p> <p>09:40:46 10 density neighborhood would be incompatible</p> <p>11 with the uses of the surrounding land.</p> <p>12 Changed conditions. One condition that I</p> <p>13 can see changing due to this development would</p> <p>14 be definitely the increased traffic. I can</p> <p>15 see this being unsafe to the residents that</p> <p>16 would be living in the new development and to</p> <p>17 already established residents. It's not</p> <p>18 uncommon to have a tractor or farm equipment</p> <p>19 come down Sherrilane. Plus, it's not very</p> <p>09:41:18 20 common but has happened that farm animals such</p> <p>21 as horses and cows escape their pastures and</p> <p>22 start traveling down the road. Residents in</p> <p>23 the high density development would not be used</p> <p>24 to this and would be unaware and I can see</p> <p>25 accidents could happen.</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p>63</p> <p>1 last time I had spoken kind of from my heart.</p> <p>2 I understand today we need to be dealing with</p> <p>3 these issues and so I do have issues with</p> <p>4 these six whatevers.</p> <p>5 I agree with the other people who have</p> <p>6 spoken. I have a concern because now in the</p> <p>7 interim I understand that there's like</p> <p>8 48 acres over there and if they get two per</p> <p>9 acre, that's 96 homes and there's not -- I</p> <p>09:43:38 10 think last time they said there's maybe 28</p> <p>11 acres that they really can build on and I</p> <p>12 thought that means if they have a home per</p> <p>13 acre it's 28 homes, but not so. That's a</p> <p>14 question I have. If they get two per acre,</p> <p>15 does that mean they build 96 homes in there</p> <p>16 although there's wetlands and roads and stuff?</p> <p>17 Does that mean they can have actually two</p> <p>18 houses per acre although they only have 28</p> <p>19 acres, which means all of those houses will go</p> <p>09:44:12 20 in a smaller place? Is that true?</p> <p>21 MR. BRISKE: Why don't we let you finish</p> <p>22 your comments and we'll have Mr. Jones address</p> <p>23 the development review committee and how that</p> <p>24 works.</p> <p>25 MS. HENDERLY: That's a real concern.</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p>62</p> <p>1 The fourth one would be the effect on the</p> <p>2 natural environment. With a development of</p> <p>3 this size and the stormwater runoff of</p> <p>4 Sherrilane going into wetlands this could</p> <p>5 increase the water. Homes on Sherrilane and</p> <p>6 adjacent neighborhoods already have stormwater</p> <p>7 issues. I don't see anywhere on the map or on</p> <p>8 the plan dealing with the water issues.</p> <p>9 There's no retention ponds or anything on the</p> <p>09:42:06 10 map, so I don't know how they will deal with</p> <p>11 that. That's it. Thank you.</p> <p>12 MR. BRISKE: Any questions for</p> <p>13 Ms. Hudgens?</p> <p>14 MR. PAGE: No.</p> <p>15 MR. BRISKE: Jeanne Henderly. Excellent</p> <p>16 penmanship, Ms. Henderly.</p> <p>17 MS. HENDERLY: I'm the better half in</p> <p>18 regard to penmanship.</p> <p>19 (Jeanne Henderly sworn.)</p> <p>09:42:46 20 MR. BRISKE: Your name and address for the</p> <p>21 record.</p> <p>22 MS. HENDERLY: My name is Jeanne Henderly.</p> <p>23 I live at 2715 Sherrilane Drive, which is</p> <p>24 right across from the end of that property</p> <p>25 that they're wanting to development. I know</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p>64</p> <p>1 That's so opposite of what we have there now.</p> <p>2 It's like a farming community. There are some</p> <p>3 smaller houses, but that's the culture of our</p> <p>4 community.</p> <p>5 As far as the changed conditions, there is</p> <p>6 a traffic problem. I walked that neighborhood</p> <p>7 and talked to people where I heard over and</p> <p>8 over again across 297-A and those houses in</p> <p>9 there, they say that they appreciate the</p> <p>09:44:52 10 widening of Sherrilane and the resurfacing,</p> <p>11 but they said it's become a raceway. They can</p> <p>12 hardly get out of their homes at certain hours</p> <p>13 during the day, that the traffic has increased</p> <p>14 and increased to where it's a problem already.</p> <p>15 So if you have an egress on Sherrilane, that's</p> <p>16 going to draw traffic in. We won't have just a</p> <p>17 neighborhood road anymore. We're going to</p> <p>18 have like a highway there where cars are</p> <p>19 coming and going. That's a problem.</p> <p>09:45:24 20 And the stormwater, too. When it rains we</p> <p>21 cannot mow down in the front because you bog</p> <p>22 down it's so wet and it takes a long time to</p> <p>23 get rid of it. There are water issues out</p> <p>24 there already.</p> <p>25 I guess, you know, the livestock issue is</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p> |

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| <p>65</p> <p>1 a problem because we have livestock. We have</p> <p>2 large animals and we have an electric fence</p> <p>3 up, so right across the street we're going to</p> <p>4 have this intense neighborhood. It's not</p> <p>5 compatible with an area where you have horses</p> <p>6 and cows and dairy goats and that kind of</p> <p>7 thing.</p> <p>8 The question about the intense zoning, is</p> <p>9 that going to be spoken to?</p> <p>09:46:10 10 MR. BRISKE: We'll have him address it</p> <p>11 right now. We'll talk about how the process</p> <p>12 works and everything so everyone will</p> <p>13 understand.</p> <p>14 MS. HENDERLY: Thank you.</p> <p>15 MR. BRISKE: Any questions for</p> <p>16 Ms. Henderly?</p> <p>17 Mr. Page, cross?</p> <p>18 MR. PAGE: No.</p> <p>19 MR. BRISKE: Horace, would you explain</p> <p>09:46:26 20 the steps that -- let's first start with what</p> <p>21 would happen, you know, through this Board and</p> <p>22 the Commission and then go into what the final</p> <p>23 steps would be with the County after that just</p> <p>24 so everyone understands, please.</p> <p>25 (Testimony by Horace Jones, previously</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p>67</p> <p>1 being considered, with the understanding that</p> <p>2 that's the gross density. The net density</p> <p>3 will include after all the roads are taken</p> <p>4 out, all the stormwater issues and any other</p> <p>5 constraints to build on that land. That will</p> <p>6 have to be subtracted from the gross density</p> <p>7 to get down to the net density.</p> <p>8 So it is not always the case where they</p> <p>9 could get the maximum density because of the</p> <p>09:48:24 10 different constraints and throughout the</p> <p>11 subdivision there are going to be some</p> <p>12 constraints on the land. They would not be</p> <p>13 able to build every lot possible, but the</p> <p>14 zoning does allow for it.</p> <p>15 MS. SINDEL: I think part of the concern</p> <p>16 and to make sure that we get this very clear</p> <p>17 is that if zoning allows two homes per acre,</p> <p>18 but as Horace pointed out you've got to put in</p> <p>19 roads, stormwater drainage, there's wetland</p> <p>09:48:52 20 issues. So if you start with 100 acres and by</p> <p>21 the time everything else is done you only have</p> <p>22 50 acres, I think, Horace, what they're asking</p> <p>23 is do you get to take -- if you have 100 acres</p> <p>24 at two per, that's 200 homes and now they're</p> <p>25 going to take 200 homes and cram them into 50</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p>66</p> <p>1 sworn.)</p> <p>2 MR. JONES: For the record, my name is</p> <p>3 Horace Jones, Division Manager.</p> <p>4 Again, if the Board of Commissioners</p> <p>5 say -- very quickly, if the Planning Board</p> <p>6 decides to recommend approval, it would go to</p> <p>7 the Board of County Commissioners for final</p> <p>8 approval as many of the citizens already know.</p> <p>9 Once that is done, if it is approved, then</p> <p>09:47:04 10 they will have to start the subdivision review</p> <p>11 process. During the subdivision process,</p> <p>12 again, we've already met very quickly for a</p> <p>13 preap. They had a preap. We discussed some</p> <p>14 major concerns from stormwater, traffic, all</p> <p>15 of those things. Then if they decide to</p> <p>16 proceed, they have to come back in through the</p> <p>17 subdivision process. It's very very complex.</p> <p>18 Our staff, stormwater people, traffic access</p> <p>19 management, planning and zoning, environmental</p> <p>09:47:40 20 protection division of Escambia County will</p> <p>21 look at all of those things and will let them</p> <p>22 know if there are any constraints on the land.</p> <p>23 Yes, the zoning does allow for two</p> <p>24 dwelling units per acre. If all things are</p> <p>25 together, they could do that, with all things</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p>68</p> <p>1 acres.</p> <p>2 MR. JONES: That is a possibility that can</p> <p>3 be done, if the subdivision -- again, if there</p> <p>4 are constraints, we're going to look at it.</p> <p>5 That's the minimum amount that can be done if</p> <p>6 all the things are -- if all things are in</p> <p>7 alignment and in compliance with the Land</p> <p>8 Development Code and Comprehensive Plan.</p> <p>9 MS. SINDEL: I just wanted to make sure</p> <p>09:49:38 10 that everyone understood. Thank you for</p> <p>11 asking those questions. I know that you have</p> <p>12 some strong concerns and rightfully so about</p> <p>13 issues, whether it's traffic, drainage,</p> <p>14 wetlands or how many homes per acre and those</p> <p>15 issues typically are addressed during the</p> <p>16 development review process. A lot of times</p> <p>17 the County works very hard with citizens to</p> <p>18 work through issues, but I'm the first to tell</p> <p>19 you, and Mr. Page would agree with me, just</p> <p>09:50:06 20 because something is allowed it doesn't mean</p> <p>21 it always gets to happen.</p> <p>22 The process from the starting point to</p> <p>23 actually turning dirt is oftentimes a lengthy</p> <p>24 one and you hear that said quite often in this</p> <p>25 county that we're slow to move forward. Well,</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p> |

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| <p>69</p> <p>1 sometimes we're slow for a reason because we 2 want to make sure. I just wanted -- Horace, I 3 appreciate you answering those questions for 4 everyone. 5 MR. BRISKE: Thank you. Any further 6 questions? 7 MS. HENDERLY: May I ask a question? 8 MR. BRISKE: Yes, ma'am. Please come back 9 to the microphone. Just state your name again 10 so we have it on the record. 11 MS. HENDERLY: My name is Jeanne Henderly. 12 So is there a -- way because we're not 13 against development. We're afraid of what 14 might happen, you know. So is there a way to 15 go, okay, one per acre, actually one house per 16 one acre and you're guaranteed that after the 17 wetlands are subtracted out, the holding ponds 18 are made, the streets are in, that it ends up 19 being one house per actual acre? Is there a 20 way to guarantee that? May I sit down or do I 21 need to stay? 22 MR. BRISKE: You can sit down. 23 MR. JONES: To be very direct but gentle, 24 that is completely at the discretion of the 25 developer and the contractor. If that's what TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p>71</p> <p>1 requirements that may be in place on the 2 homes. There's quite a few things that are 3 looked at. It's a very in depth process. So 4 you will hear developers sometimes say that, 5 you know, if they have a 20-acre parcel that 6 they can't get maximum density out of it 7 because of all the requirements and that's 8 because your roads, your retention pond, all 9 those things eat up property which you cannot 10 put houses on. 11 However, like Ms. Sindel pointed out, 12 there is the way of clustering houses closer 13 together where it does not say each house has 14 to be on a specific square piece of property 15 for this size, so... 16 Mr. Page? 17 MR. JONES: I want to add something, too. 18 Again, we've just gone through the 19 requirements of the zoning. Now, if the 20 developer chooses to go to one acre lots on 21 the plat, he can. That would be recorded in 22 the public records and that would be on the 23 plat. The zoning just does not allow it, but 24 that plat, if he chooses one acre lots, if 25 that's the decision, he must abide by that TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p>70</p> <p>1 they desire to do, they can make that 2 decision. 3 MR. WOODWARD: So the answer is no? 4 MS. SINDEL: Correct. 5 MR. BRISKE: Did you have a question, 6 sir, because if it's not a question, we'll 7 have to move on with the other speakers. If 8 it's a question for Mr. Jones, I'll allow it. 9 MR. MOYE: Yes, I have a question. 10 MR. BRISKE: Come forward and state your 11 name again for the record. 12 MR. MOYE: Richard Moye, Sherrilane Drive. 13 I do. So the question is then at this point 14 our discussion about zoning that is our place. 15 After that we really don't have any say, these 16 things can go forward and that's why we're 17 concerned and that's why I asked the question. 18 MR. BRISKE: Well, I think the key to it 19 is that the density is driven by the parcel 20 like Ms. Sindel said, so whatever is allowed 21 on that parcel. Now, that's the first step. 22 Then the second step is they go through 23 the development review process and all of 24 these other things have to be met such as the 25 stormwater, the width of the road, any setback TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p>72</p> <p>1 plat. That's up to him. 2 MR. BRISKE: Again, your name, sir. 3 MR. PAGE: Buddy Page, 5337 Hamilton Lane, 4 Pace, Florida. 5 MR. BRISKE: You've been previously 6 sworn. You're the agent for the applicant. 7 Go ahead, sir. 8 MR. PAGE: Mr. Chairman, the 9 builder/owner/developer prefers to do things 10 by plat. Is that loud enough? Let me see if 11 I can get a little closer. 12 MS. SINDEL: Some day we're going to have 13 real microphones. 14 MR. JONES: We've got that coming. 15 MR. PAGE: Mr. Chairman, the process that 16 the developer would go through is the plat 17 process. It would identify specific numbers 18 of lots, roads, setbacks and what have you. 19 He's already done all that for what we're 20 requesting here today. Once this document is 21 approved through the process that Mr. Jones 22 has outlined here, the developer is on the 23 hook to do it exactly this way. The streets 24 will run in this direction, the lot will be 25 thus and so. The notion that they could come TAYLOR REPORTING SERVICES, INCORPORATED</p> |

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| <p style="text-align: right;">73</p> <p>1 back at some point and do clustering and move 2 everything out of the wetlands and have a more 3 dense type of area, that's not anything that's 4 being proposed here today. That's allowable. 5 This developer is doing it the traditional 6 way that's been since the twenties in this 7 county and that's through a recorded plat. 8 Once this is approved by this Board and the 9 County Commissioners, this is the way the 10 property will be developed. There will be no 11 moving of homes around so that you have more 12 density per acre than what has been approved 13 on this recorded plat. 14 The residents should be aware, too, that 15 once the plat process starts through the 16 development review committee they can come 17 down to that committee and have all the 18 comments they want about we don't like this or 19 we favor that, whatever, right in front of the 20 Development Review Board. 21 As the Board well knows here today we're 22 talking about rezoning of the land and this 23 configuration is something that is going to be 24 reviewed and they certainly will have an 25 opportunity to have their comments and TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">75</p> <p>1 we're looking at a zoning request, we are 2 looking at anything that could potentially be 3 allowed in V-2. We cannot look at project 4 specific because we have to look at anything 5 that could be allowed in V-2. 6 Once Mr. Page works with them and records 7 a plat, but that would be after this Board. 8 This Board has to consider anything that could 9 potentially be in V-2. And, you know, then 10 you get into the details as we go forward on 11 that. 12 MR. JONES: Just for the record, the only 13 thing that is allowed in V-2 is single-family 14 homes, so the only thing that can be allowed 15 in V-2 is basically a subdivision, nothing 16 else. It doesn't allow for anything else 17 except for a subdivision or homes. 18 MR. BRISKE: Horace, to go one step 19 further, this Board does not put the 20 restrictions on the development review 21 process. That happens if it were to go on 22 from this Board being recommended for 23 approval, so I just want everyone to know that 24 this Board is not the board that approves 25 those items. That is a completely separate TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p style="text-align: right;">74</p> <p>1 feelings known, but that's a later meeting. 2 MS. CAIN: Allyson Cain. I also want to 3 say that the plan that they had submitted 4 through the preapplication conference is 5 strictly the first version and they got 6 comments from the reviewers so it may change a 7 little bit depending on what was said for 8 drainage, stormwater and traffic. So they may 9 have to make some corrections. What they 10 presented in the pre-ap is not necessarily 11 what will go forward at the Development Review 12 Committee. 13 MS. SINDEL: Allyson, let me ask you a 14 question. If a developer has a plan such as 15 apparently there is one that exists, once that 16 plat is accepted by the County and filed and 17 let's say the developer turns around and sells 18 the land, does the new owner have to abide by 19 the existing filed plat? 20 MS. CAIN: Say you sold it and you have a 21 new developer, he would have to -- unless he 22 vacated that plat and redid the whole thing, 23 he would have to follow the approved plat. 24 MR. BRISKE: But I think it has to be 25 clear that at the Planning Board level when TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">76</p> <p>1 thing. We recommend to the commissioners, 2 then they make their decision, which is the 3 final decision and then you would go to the 4 development review process after that. So 5 it's not considered at this level. So we have 6 to make that very clear. 7 MR. GOODLOE: Mr. Chairman, another 8 comment because the gentleman raised the issue 9 I thought this Board had already considered 10 this matter. We did. We made a 11 recommendation. We made a recommendation to 12 the Board of County Commissioners on how to 13 deal with this at our last meeting. They have 14 chosen to send that back to us for 15 reconsideration based upon some new facts or 16 mitigating factors that we should consider. 17 MS. SINDEL: And we told y'all before and 18 please, please remember this, that after we 19 vote on something today it's in theory the 20 last time that we see it as it moves forward. 21 That decision can be completely reversed at 22 the Board of County Commission level, so don't 23 ever think that when you walk out of here that 24 it's a done deal, because it's not. 25 MR. BRISKE: Let's continue with public TAYLOR REPORTING SERVICES, INCORPORATED</p> |

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| <p>77</p> <p>1 comment. Mr. Peter Hurd. Good morning, sir. 2 Please be sworn in and your name and address, 3 please. 4 (Peter Hurd sworn.) 5 MR. HURD: My name is Peter Hurd. I live 6 at 2662 Sherrilane Drive. My property abuts 7 the back side of it. I guess I'm somewhat of 8 a semi expert. I spent ten of the last twelve 9 years developing land and subdivisions in 10 Escambia, Santa Rosa and Baldwin County 11 working for an engineering company. I've 12 dealt with a couple of these people here on 13 several occasions. As I said before, I'm pro 14 growth. 15 I didn't plan on coming here today. When 16 I drove across the cut to Pace this morning 17 and saw all those people that live somewhere 18 else coming here to work because we don't have 19 enough houses here, I decided to come and 20 talk. 21 The only thing -- if you will put up the 22 zoning. Can you put the zoning map up? 23 MR. JONES: Yes, we can. 24 MR. HURD: The densities and all that 25 stuff, I'm a little bit concerned with that. TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p>79</p> <p>1 development and because of one of the County 2 requirements that we have two entries per 3 subdivision, will put accesses on Sherrilane 4 Drive and Nowak Dairy Road. Nowak Dairy Road 5 is currently undeveloped. It's not going to 6 cause a traffic problem there. It will dump 7 that traffic right onto 97, which is a main 8 artery and flow. 9 If you go on to Sherrilane Drive, which 10 we've referenced the plat he already has, that 11 shows an entrance onto Sherrilane Drive. What 12 that's going to do is put the people that live 13 in there onto Sherrilane Drive, increase 14 traffic tremendously across through Sherrilane 15 Drive and make it into a much higher volume 16 road and if I lived in that subdivision that's 17 exactly what I'm going to do because it's 18 easier to go over and down. That's my only 19 concern is the traffic. 20 MS. SINDEL: We appreciate that. 21 MR. BRISKE: Thank you. Board members, 22 any questions for Mr. Hurd? 23 Mr. Page, redirect? 24 MR. PAGE: No. 25 MR. BRISKE: Vince LaCoste. You know the TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p>78</p> <p>1 I have confidence these folks will get it 2 worked out as best they can. The one thing 3 that I'm most concerned with is what we're 4 talking about is building close to this 5 small -- 6 MR. BRISKE: Just a moment, sir. We're 7 recording this, as well, so you have to speak 8 into the microphone. Do we have a laser 9 pointer? 10 MS. SINDEL: And when you point up there, 11 we can't see it. 12 MR. HURD: I'll try to be as descriptive 13 as possible. 14 MR. BRISKE: Staff has a mouse there that 15 they can present. Just tell us where you want 16 it to go. 17 MR. HURD: The densities we're looking at 18 like that V-2 development there, the other one 19 that's up on 97, V-2, that's similar to what 20 we're going to get here. If you notice -- and 21 there's a lot of developments around this area 22 that have that type of density, but the one 23 thing you'll notice is all of them enter 24 either off of 297 or 97-A. That's where their 25 access points are. The access point for this TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p>80</p> <p>1 drill. Be sworn in and give your name and 2 address, please. 3 (Vince LaCoste sworn.) 4 MR. LaCOSTE: I'm Vince LaCoste. I'm a 5 professional engineer in the state of Florida. 6 I really don't have any comments other than 7 I'm here for technical assistance. I'm 8 working for the developer, so any technical 9 questions that any of you may have I can 10 answer, but other than that I have nothing to 11 say. 12 MR. BRISKE: Mr. Page may wish to call him 13 when we get to that. 14 Brent Orrell. Sir, be sworn in and your 15 name and address, please. 16 (Brent Orrell sworn.) 17 MR. ORRELL: Brent Orrell, 5588 Jackson 18 Road. I'm with Poly Surveying. I'm the land 19 surveyor representing both the developer and 20 this project and I'm here as well to just 21 answer any technical questions that may come 22 up. 23 MR. BRISKE: Thank you, sir. 24 Jack Walters. 25 (Jack Walters sworn.) TAYLOR REPORTING SERVICES, INCORPORATED</p> |

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| <p>81</p> <p>1 MR. WALTERS: Jack Walters, 3186</p> <p>2 Creekwood. I would like to yield my time to</p> <p>3 Richard, if he would like to add anymore.</p> <p>4 MR. BRISKE: Board, I don't know that</p> <p>5 we've ever done that before.</p> <p>6 MS. SINDEL: Well, they do it at the BCC</p> <p>7 and at the other group that meets up here.</p> <p>8 The Board of Adjustment also does that.</p> <p>9 MR. BRISKE: It's the pleasure of the</p> <p>10 Board. I don't have a problem with it</p> <p>11 personally.</p> <p>12 MS. SINDEL: I'm fine.</p> <p>13 MR. BRISKE: You may yield your time.</p> <p>14 MR. WALTERS: I yield to Richard or</p> <p>15 somebody else who wants to come up here.</p> <p>16 MR. MOYE: Richard Moyer, 2872 Sherrilane</p> <p>17 Drive.</p> <p>18 MR. BRISKE: You're still under oath.</p> <p>19 MR. MOYE: I won't belabor you. I think</p> <p>20 the only thing after that discussion we had I</p> <p>21 would just like to say this is our point in</p> <p>22 time. If you change the zoning to this, they</p> <p>23 can do things, as you heard, that may be</p> <p>24 against what we're thinking and needing and</p> <p>25 that we think in that area.</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p>83</p> <p>1 would like to give the privilege of speaking</p> <p>2 this morning to someone else, if that would be</p> <p>3 all right.</p> <p>4 MR. BRISKE: Okay.</p> <p>5 MS. CAIN: They do know they can't speak</p> <p>6 at the BCC if they don't speak here. I just</p> <p>7 want her to know that if you wanted to speak,</p> <p>8 if you don't say anything here, you can't go</p> <p>9 to the BCC.</p> <p>10 MS. WALTERS: All right. I appreciate</p> <p>11 that. I do want to say something in reference</p> <p>12 to the safety. I'm at 2455 Sherrilane Drive.</p> <p>13 I would like to say something in reference to</p> <p>14 the safety of Sherrilane traffic. Many of us</p> <p>15 moved there with children and livestock,</p> <p>16 things like that, because it is safe and it's</p> <p>17 a neighborhood road. I hope that you take</p> <p>18 into consideration the traffic on that road</p> <p>19 safety-wise, especially for the children, et</p> <p>20 cetera. Okay.</p> <p>21 MS. SINDEL: Thank you very much.</p> <p>22 MR. BRISKE: Thank you. Any questions</p> <p>23 for Ms. Walters?</p> <p>24 Mr. Page, cross-examination?</p> <p>25 MR. PAGE: No.</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p>82</p> <p>1 Two points. We would like to see a</p> <p>2 finished, if there was a way to back up and</p> <p>3 figure the right zoning, of an acre lots. It</p> <p>4 would be more amenable to the area. And you</p> <p>5 can see the picture he just showed you.</p> <p>6 Two, we're concerned about the immediate</p> <p>7 earn of money, cash or what movement of this</p> <p>8 situation and the longer term losses by the</p> <p>9 owners of larger properties in their values</p> <p>10 because when we go to sell, if we ever have</p> <p>11 to, that's going to change because the buyers</p> <p>12 will be looking at these smaller houses and</p> <p>13 lots nearby and it will be an aesthetic issue.</p> <p>14 I thought zoning was meant to help protect us</p> <p>15 in those things.</p> <p>16 Again, we're not against progress and</p> <p>17 development. We just want to protect our</p> <p>18 long-term commitments that we have in the</p> <p>19 area. I appreciate it.</p> <p>20 MR. BRISKE: Thank you.</p> <p>21 MS. SINDEL: Thank you.</p> <p>22 MR. BRISKE: Jan Walters. Good morning,</p> <p>23 ma'am.</p> <p>24 (Jan Walters sworn.)</p> <p>25 MS. WALTERS: My name is Jan Walters and I</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p>84</p> <p>1 MR. BRISKE: Carter Granat. Good</p> <p>2 morning, sir.</p> <p>3 (Carter Granat sworn.)</p> <p>4 MR. GRANAT: Carter Granat, 697 Pinebrook</p> <p>5 Circle. I have a lot of the same concerns as</p> <p>6 these other people on Sherrilane. According</p> <p>7 to the picture that was sent out of the</p> <p>8 property, I guess you are familiar with that,</p> <p>9 the lots are -- I had to use a magnifying,</p> <p>10 glass -- are a quarter to a third of an acre</p> <p>11 most of them. That gives you about four homes</p> <p>12 per acre. And with all the drainage and</p> <p>13 traffic issues that would go on, also with the</p> <p>14 homes that size and properties that size they</p> <p>15 tend to eventually become rental properties</p> <p>16 which leads to a decrease in property values</p> <p>17 and statistically does lead to higher crime</p> <p>18 over time and that hurts everybody around us.</p> <p>19 There are also some wildlife issues. I've</p> <p>20 seen deer going in and out of the woods over</p> <p>21 there and various other types of wild</p> <p>22 creatures. Their habitat would be impacted.</p> <p>23 I would submit that the V-2 be rejected</p> <p>24 and that the developer propose a VR-1, which</p> <p>25 is more consistent because all of the</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p> |

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| <p>85</p> <p>1 properties touching the proposed development</p> <p>2 area, none of those that actually touch it</p> <p>3 within the 500-foot radius are V-2. I know</p> <p>4 there are some further away and we all have</p> <p>5 issues with those as has been stated. I guess</p> <p>6 I would like to defer the rest of my time if</p> <p>7 somebody would like to speak.</p> <p>8 MR. BRISKE: Any questions?</p> <p>9 MS. SINDEL: Thank you.</p> <p>10 MR. WALTERS: I'll take up the remaining</p> <p>11 time.</p> <p>12 MR. BRISKE: All right, sir, just state</p> <p>13 your name again.</p> <p>14 MR. WALTERS: Jack Walters.</p> <p>15 MR. BRISKE: You're under oath, sir. Go</p> <p>16 ahead.</p> <p>17 MR. WALTERS: I want to thank Mr. Jones</p> <p>18 for his honesty here. From what I can gather</p> <p>19 even if it was zoned one acre or one residence</p> <p>20 per acre it still would not end up that.</p> <p>21 That's what I'm getting from this. I don't</p> <p>22 trust any type of developers because they</p> <p>23 always have ways around it. I've seen too</p> <p>24 many things happen that were not beneficial</p> <p>25 for the people around the area. I'm very</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p>87</p> <p>1 is full of houses and other places in that</p> <p>2 proximity, so I just wouldn't want everyone to</p> <p>3 think this is an all rural area with no houses</p> <p>4 there, but all the pictures that were shown</p> <p>5 earlier did not show any of that. I</p> <p>6 understand that y'all probably got a criteria</p> <p>7 for which ones and which direction. I</p> <p>8 understand that, but I would like to bring</p> <p>9 that to everyone's attention that there's</p> <p>10 plenty of subdivisions there.</p> <p>11 Mr. Page, I appreciate what he's doing but</p> <p>12 I've got a lot of things that I would not</p> <p>13 agree with. He referenced, just for example,</p> <p>14 the surrounding areas of Milestone. He talked</p> <p>15 about Navy Federal Credit Union, nice places,</p> <p>16 et cetera, but all these are in excess of two</p> <p>17 to three even five miles from us, so it does</p> <p>18 not reflect our close proximity. I just</p> <p>19 wanted to make a comment to that.</p> <p>20 Being a builder, I've been in business for</p> <p>21 36 years. Thank the Lord for that. Most of</p> <p>22 these guys might know me, but I did hear some</p> <p>23 concerns actually from the zoning committee on</p> <p>24 (3) and (6). Those are concerned about the</p> <p>25 surrounding use, surrounding areas. We all</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p>86</p> <p>1 skeptical, like I say, even if it was zoned</p> <p>2 one acre per residence. Thank you.</p> <p>3 MR. BRISKE: Thank you, sir. Any</p> <p>4 questions?</p> <p>5 Mr. Page, cross-examination?</p> <p>6 MR. PAGE: No.</p> <p>7 MR. BRISKE: Lynn McNorton, please.</p> <p>8 (Lynn McNorton sworn.)</p> <p>9 MR. BRISKE: Sir, your name and address,</p> <p>10 please.</p> <p>11 MR. McNORTON: Is this working now? Yes,</p> <p>12 sir.</p> <p>13 MR. BRISKE: As long as you're close to</p> <p>14 it.</p> <p>15 MR. McNORTON: My name is Lynn McNorton.</p> <p>16 I live on 2559 Sherrilane Drive, have for the</p> <p>17 last 20 years. I think the Board and everyone</p> <p>18 else has pretty much heard the concerns of all</p> <p>19 the people in the neighborhood so I won't kind</p> <p>20 of go through that.</p> <p>21 I did want to comment on the pictures that</p> <p>22 were taken, you know, just for proving the</p> <p>23 surrounding areas. It did not show anything</p> <p>24 about any subdivisions. We've got</p> <p>25 subdivisions all around us. Sherrilane Drive</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p>88</p> <p>1 live on two-and-a-half to five acres. We</p> <p>2 don't have anything against building a</p> <p>3 project. I'm in that business myself. That's</p> <p>4 how I've made a living, but we are concerned</p> <p>5 about taking and putting a house on a quarter</p> <p>6 acre against ours that's on anywhere from</p> <p>7 two-and-a-half to five acres.</p> <p>8 We're not allowed to subdivide our land.</p> <p>9 I live on five acres with one house. Most of</p> <p>10 the other people do, too, so we can't go in</p> <p>11 and cut it in however many quarters and go to</p> <p>12 selling it off. That's part of our concern.</p> <p>13 And then for Mr. Jones, I would like to</p> <p>14 direct a question to him. If this does go</p> <p>15 through, you know, this is probably one of our</p> <p>16 only chance and maybe with the County</p> <p>17 Commissioners is to speak and after that it's</p> <p>18 pretty much, as I understand it, outside of</p> <p>19 our hands.</p> <p>20 But for Mr. Jones, if they do go forward</p> <p>21 with this, can they do it in phases as they've</p> <p>22 got to go in and do the project or can they</p> <p>23 come in and do just the primary attractive</p> <p>24 places and then say, well, we've decided to</p> <p>25 not develop the rest of it? That might be a</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p> |

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| <p style="text-align: right;">89</p> <p>1 question for Mr. Jones, if I understand his 2 comments in that direction. 3 MR. BRISKE: Go ahead, Mr. Jones. 4 MR. JONES: It is my understanding that we 5 did say this has to be -- you have to do a 6 master plan. And I think this was told to me 7 one time that they want to be phased. So if 8 it's a phased project, a master plan will be 9 necessary. They come in per phase. I think 10 that was the understanding at the 11 preapplication meeting. I just don't have the 12 notes in front of me. 13 MR. McNORTON: Then we might direct that 14 to Mr. Page then when he comes up and ask him 15 just that. And would the Board allow him to 16 come in and build phase one and phase two and 17 basically get the lots around the attractive 18 areas, so to speak, and three and four come up 19 with that, well, you know, we just didn't 20 think it was going to work for us. 21 MS. SINDEL: We don't have any control 22 over that. 23 MR. McNORTON: That answers that question. 24 But there again, I guess, to recap it, we're 25 concerned about the surrounding areas, which TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">91</p> <p>1 the beginning when we first started talking 2 about this particular case and you talked 3 about the density being two units per acre and 4 I asked if was definitely a house on a half an 5 acre or could you do anything you want with 6 the acreage and we said, no, it was definitely 7 a half an acre per house. That's obviously 8 from the discussion I have now heard that's 9 not true because, in fact, we can have, let's 10 say, a plot, we can have a person with ten 11 acres and have one unit per acre on those ten 12 acres and we can cluster them in one area, can 13 we not -- this is the way I understand it -- 14 and leave the rest of it fallow? 15 MR. JONES: Clustering, when you have so 16 many wetlands, clustering is a potential 17 solution, but we just don't know how all of 18 that will work out yet. There is a 19 possibility clustering can be allowed in that 20 zoning because of all the wetlands, so that is 21 a choice. That's something that we have to 22 get further details at the site plan review 23 level. We just can't address the specifics of 24 that. 25 MS. DAVIS: That is possible? TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p style="text-align: right;">90</p> <p>1 is our property. We're concerned about the 2 value and degrading the area for what it is 3 now versus what it will become as just 4 basically a smaller subdivision type, one 5 thing we called cracker box places in the 6 common terms. I appreciate your time and 7 appreciate all your work that you guys do as 8 well. Any questions? 9 MR. BRISKE: Any question from the Board? 10 Mr. Page, cross-examination? 11 MR. PAGE: No, sir. 12 MR. BRISKE: Thank you. Is there anyone 13 else who has not already spoken that wishes to 14 speak on this matter? All right. 15 MS. DAVIS: I have one question for the 16 staff. 17 MR. BRISKE: Let me close the public 18 comment section and then we'll go to that. We 19 hereby close the public comment portion of the 20 hearing. We will not take any further 21 comments from the public. It will now be up 22 to the Board for Mr. Page to present the rest 23 of his case. 24 Ms. Davis. 25 MS. DAVIS: Allyson, if you remember in TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">92</p> <p>1 MR. JONES: It is possible to cluster, 2 yes, it is. 3 MS. DAVIS: That means that even in ten 4 acres or 40 acres there's no guarantee that 5 you're getting one acre with your house or 6 half an acre, you could end up with a 7 smaller -- 8 MR. JONES: That is one thing that -- 9 MS. DAVIS: I understand their concern. I 10 understand their concern. Thank you. 11 MR. BRISKE: At this time we've been in 12 session for quite a while here. We're going 13 to go ahead and take about a ten-minute break. 14 I will remind you please do not speak to the 15 Board members regarding anything under 16 consideration here if you see us in the 17 hallway or something because that's 18 quasi-judicial. We're under that format and 19 that would be ex parte communication, so 20 please don't say anything to us about it. So 21 we will come back at 10:25, please. 22 (Break taken, after which the proceedings 23 continued.) 24 MR. BRISKE: Everyone, please take your 25 seats and come to order. We are calling back TAYLOR REPORTING SERVICES, INCORPORATED</p> |

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| <p style="text-align: right;">93</p> <p>1 into session our quasi-judicial hearing for 2 June 3rd. Before we let Mr. Page come up and 3 start with his redirect, I would like to just 4 make a comment. There's been some testimony 5 offered by members of the public addressing 6 land values may be deteriorating and things 7 like that. Just to remind you that that is -- 8 any kind of thing like that would be limited 9 to an expert in the area of property values 10 such as an appraiser or someone who deals with 11 that. Those views that you gave on the record 12 would be considered opinions and whether 13 they're positive or negative, they are 14 opinions, because if you're not qualified as 15 an expert in the area of values, it's not 16 really pertinent to our discussion here. But 17 you're allowed to come up and speak as members 18 of the public and I just wanted to note that 19 because there has been discussions in the past 20 on that subject. 21 So with that, we'll bring Mr. Page back up 22 and I know he has some items he wants to cover 23 and I'm sure the Board members have a lot of 24 questions. Mr. Page, you are still under oath 25 and if you will begin, sir.</p> <p style="text-align: center;">TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">95</p> <p>1 probably the one that -- you do the Planning 2 Board's work here. I'll direct that question 3 to you. 4 MS. CAIN: Well, according to the 5 definition that you read, compatibility with 6 the land uses, the V-2 zoning allows for 7 residential uses. So I would have to say that 8 compatible with the land uses and what's 9 allowed in V-2 would be single-family 10 residential and there are existing land uses 11 around there that are residential. So I 12 believe that the land use is compatible from 13 what your definition says. 14 MR. JONES: Let me add to that. 15 MR. BRISKE: State your name, please. 16 MR. JONES: Horace Jones, Division 17 Manager. Ms. Allyson Cain and Mr. Page, they 18 are correct to a certain point. Any time when 19 you look and that is in any prior, any -- 20 because we have other parts of the Land 21 Development Code that talks about subdivisions 22 and lot sizes. Density is a primary factor 23 when you start looking at land use and 24 compatibility to make sure that the lot size, 25 the compatibility, that it is compatible with</p> <p style="text-align: center;">TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p style="text-align: right;">94</p> <p>1 MR. PAGE: Thank you, Mr. Chairman. As a 2 summary here I've listened to all of the 3 concerns and testimony by the public, but I 4 would go back to the six criteria that we are 5 commanded to review, especially in items 6 number three and number six. Mr. Chairman, 7 both of those items concern whether the 8 project would be compatible fitting into that 9 neighborhood. I would like to ask the County 10 one question, Mr. Chairman. 11 MR. BRISKE: Yes, sir. 12 MR. PAGE: With regard to item three and 13 six and using the County's own adopted 14 definition of compatibility, which means a 15 condition in which land uses or conditions can 16 coexist in relative proximity to each other in 17 stable fashion over time so that no use or 18 condition is unduly negatively impacted 19 directly or indirectly by another use or 20 condition. 21 Mr. Chairman, my question to staff is, 22 given the County's adopted definition that 23 I've just read, are they still of the opinion 24 that it is incompatible as shown under items 25 (3) and (6)? I think, Allyson, you're</p> <p style="text-align: center;">TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">96</p> <p>1 the surrounding uses. Yes, the houses are 2 allowed there, but the pattern of the 3 subdivision, the existing land uses, the size 4 of the lots, all of those things you have to 5 take a look at and the whole picture with the 6 subdivision. Yes, you have many subdivisions 7 around there that allow for homes. The V-2 8 area is smaller lot sizes, but then you have 9 other patterns of development with larger lot 10 sizes. All of those things fit together. 11 One of the primary ones, the primary thing 12 that is mentioned in Article 4, which is not 13 mentioned here but is in another part of the 14 development code, that's why we have to look 15 at site plan review, the intent of subdivision 16 dividing lots is that you have an orderly 17 pattern, which includes -- Mr. Page is right. 18 The use does, the use of houses are allowed. 19 But the size of the lot, the compatibility of 20 development, the existing character of the 21 surrounding uses, of the surrounding land, 22 those are things you have to look at as a 23 whole, which we do look at when it comes down 24 to site specific. 25 So the definition is right, but there's</p> <p style="text-align: center;">TAYLOR REPORTING SERVICES, INCORPORATED</p> |

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| <p>97</p> <p>1 some other things that go along which we have 2 to look at that, about structure and size and 3 design. It says design. Design. Design. I 4 want to say it again. Design has to do with 5 the design of the lot size and everything. 6 MS. DAVIS: Question, Horace, having said 7 that, VR-1, what is the density in VR-1? 8 MR. JONES: VR-1 does allow for one unit 9 per four acres, is that correct, one unit per 10 four acres? You have four acres in order to 11 have one home. 12 MS. DAVIS: So this is all around it. 13 Thank you. 14 MR. PAGE: Mr. Chairman, if I could follow 15 up on that. In using the staff's own words 16 here, compatibility with the surrounding uses, 17 again, I think we just heard from Mr. Jones 18 talk a lot about density and that they have to 19 take a look at all of that. 20 What we're taking a look at here is the 21 way it's worded under Criterion (3). If 22 there's going to be a need under Criterion (3) 23 to be compatible with surrounding areas, let 24 it be stated that according to the following 25 list and give us something to go by. It says TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p>99</p> <p>1 intense use of that property out there right 2 now than would the single-family residential 3 development, Mr. Chairman, that we're 4 proposing. That's all I have. 5 MR. GOODLOE: Mr. Chairman, a question to 6 the staff. Based upon the testimony we've 7 heard this morning is the staff prepared to 8 change their findings on (3) and (6)? 9 MR. JONES: No. 10 MR. GOODLOE: Thank you. 11 MR. JONES: As Mr. Page stated earlier, 12 it's his responsibility to prove (1) and (2), 13 but it's the staff's responsibility to take a 14 look at the rest of the elements to try to see 15 if it's important and staff is inclined to 16 look at the pattern of development. Staff is 17 inclined to look at -- again, the definition 18 of compatibility talks about design, to look 19 at the existing land uses out there, the 20 existing lot sizes, all of those things, which 21 Mr. Page, he only got two. We have to look at 22 the rest of them and the Planning Board has to 23 make that decision. It's our responsibility 24 to furnish you the facts and to convince you 25 from what we found out there and you can base TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p>98</p> <p>1 with surrounding uses, not surrounding 2 designs, surrounding heights of buildings. It 3 says none of that. It simply says uses. I 4 think you just heard that based upon the 5 County's own adopted definition. I think you 6 just heard a staff member say that based upon 7 that we would be consistent with (3) and (6). 8 And that was exactly our point, Mr. Chairman, 9 we felt like that we were. 10 One of the considerations that is supposed 11 to be taken into effect under Criterion (6) is 12 whether the proposed use of the property is 13 going to impact it with a more intense -- 14 under the findings that they have, is more 15 intense than what the existing zoning is. As 16 I mentioned, the existing zoning will allow a 17 lot of things could go in out there that I'm 18 sure none of these neighbors would like. 19 However, the zoning that we are requesting 20 eliminates all of that and simply says it's 21 got to be a single-family residential home. 22 So the words here to the effect, it says the 23 request to V-2 is more intense than the 24 existing zoning. We disagree with that. We 25 think the existing zoning will allow a more TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p>100</p> <p>1 your decision on what we presented to you. 2 MS. SINDEL: Mr. Chairman, I know that 3 part of this centers around how we interpret 4 specific words in the Land Development Code or 5 different opinions on how that goes, but the 6 bottom line is because zoning allows something 7 to occur in zoning does not mean that it's 8 going to occur. Part of that has to do with 9 logical development patterns. If zoning 10 allows a swine production or a pig farm -- I 11 grew up saying pig farm -- as development has 12 occurred, other things have developed around a 13 piece of property, it does not mean that there 14 will be a pig farm that suddenly pops up. 15 So part of what we do look at when we talk 16 about logical development patterns the other 17 phase of that over the years this Board has 18 dealt with this issue when it came to 19 protecting older neighborhoods or protecting 20 subdivisions or development patterns that have 21 been in existence, that we do all know that 22 growth and development often is a reflection 23 of very good positive progress, but we have to 24 be cautious that we don't demean or create 25 havoc for subdivisions, neighborhood or TAYLOR REPORTING SERVICES, INCORPORATED</p> |

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| <p>101</p> <p>1 development patterns that have been in 2 existence. 3 It goes back to the old adage that just 4 because something is allowed to happen doesn't 5 mean that it should and that's why it comes 6 before us, because, you know, when you look at 7 the development pattern around this property, 8 this county has worked for many years to 9 protect the fact that we know we need 10 neighborhoods where you do have larger lot 11 sizes, where you do have the opportunity to 12 have large animals and I do have a lot of 13 concern about the potential of putting in a 14 neighborhood that has a much higher density in 15 it. 16 Would it be compatible, meaning houses 17 next to houses? Yes. But is that compatible 18 to have a neighborhood of potentially higher 19 density homes next to, as you so well put it, 20 a neighborhood where you might have large 21 animals roaming in the backyard. Sometimes we 22 have to step deeper into the Land Development 23 Code and actually start applying some level of 24 common sense. 25 MR. JONES: Ms. Sindel, you're absolutely TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p>103</p> <p>1 think we all agree that it would be foolish 2 beyond belief to suddenly say this is a good 3 place for a shooting range. Again, just 4 because something is zoned for it doesn't mean 5 that we're going to let it occur there. 6 MR. WOODWARD: Mr. Chairman, I live in a 7 portion of the county which at best could be 8 described as eclectic and I know that our 9 expectations are that if somebody builds 10 something it's at least as good or better than 11 we already have, although the zoning is pretty 12 permissive. I think these people moved to 13 this area with the expectation that they were 14 going to have their mini farms or I was 15 telling my colleague when we lived in Texas we 16 called these ranchettes. 17 I think their expectations should be 18 upheld, so, therefore, I think that it isn't 19 consistent. I have to agree with the staff 20 that I don't think the proposal here is 21 consistent. If you're going to jump to 22 something different, why not go in there and 23 put in a high priced condominium development 24 with a mini golf course. If it's going to be 25 different, it's going to be different. TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p>102</p> <p>1 correct. That's our job to look at how 2 everything can fit together in an orderly 3 pattern. And Mr. Page made reference to 4 agricultural uses which are allowed. Yes, 5 there are some intense agricultural uses that 6 are currently allowed on that site. He's 7 absolutely correct on that, but again, when 8 you put cows next to cows, hopefully, they go 9 together. You mentioned -- I mean, I'm a city 10 boy, so I don't know. Strike that from the 11 record. 12 He mentioned about motorized vehicles, 13 which this Planning Board did that. When you 14 look at that, it says 20 acres or more, so 15 you've got to have 20 acres and that is a -- 16 and with all the things you look at. The 17 Future Land Use category may not allow for 18 some of those uses. 19 MS. SINDEL: Well, we're not going to -- a 20 shooting range, yes, that was one of the 21 things he listed off, but we're not going to 22 allow a shooting range to go on this property. 23 It's just not going to happen. We're 24 struggling to keep the ones open that have 25 been in existence for a very long time. I TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p>104</p> <p>1 I think if I had moved out there and I 2 spent my bucks on my ranchette and I built 3 Southfork out there in the northwest part of 4 the County I would want more Southforks down 5 the street. 6 MR. BRISKE: Mr. Wingate. 7 MR. WINGATE: Mr. Chairman, my comments 8 here, I took the pleasure to go out and hands 9 on look at this particular piece of land and 10 the area and I found some new area that -- 11 because I go to Cantonment quite a bit because 12 I've got a friend of mine that's sick out that 13 way. I said this is a new way or short way on 14 297-A coming up and cutting up Sherrilane and 15 over to 97. And then I saw all those 16 beautiful houses along Sherrilane. 17 And then I noticed today we had ten people 18 that lived on Sherrilane that love their 19 property. And I was looking at this piece of 20 property that had been to us before and I see 21 that this -- back to one end of the property 22 is Pinebrook Circle and then back along 23 another area, if you look from an area off 24 your computer, you will see Copper Ridge off 25 Pine Forest and that subdivision is pretty TAYLOR REPORTING SERVICES, INCORPORATED</p> |

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| <p style="text-align: right;">105</p> <p>1 well dense and the people have such nice 2 areas, nice houses and they're real close. 3 But I was also at a meeting that I 4 attended and Ransom School said that Ransom 5 School and the schools in that particular area 6 was the best in Escambia County. I don't know 7 whether it was the building but they said that 8 was the best out there. 9 I was looking at the density of coming 10 down -- and I did come down Sherrilane over to 11 297-A. And then when this comes in, this is 12 going kind of throw it back. 297-A is a short 13 run anyway from Cantonment down to 297-A, so 14 the traffic is always -- everybody is looking 15 for the shortest route. 16 I don't really see a major problem here. 17 I look at it from a point that this 18 subdivision could be an upscale isolated 19 subdivision because it's going to be bordered 20 by Nowak Dairy Road and Sherrilane. And 21 there's other subdivisions that enter from 22 other ways that kind of isolates it in. We're 23 always going to have traffic and everybody 24 now -- there's no way down south of Nine Mile 25 Road that some kind that you want to be.</p> <p style="text-align: right;">TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">107</p> <p>1 could give them a A plus. When it comes 2 before Horace, it's going to be right when it 3 comes out. 4 MR. TATE: Thank you, Mr. Wingate. I'm 5 sure Mr. Jones appreciates the compliment. 6 MR. JONES: Thank you. 7 MR. WINGATE: At least we give him a 8 rating. 9 MR. BRISKE: Mr. Page, you have an 10 opportunity to give some more comments if you 11 would like before we call the question. 12 MR. PAGE: I think I've concluded. 13 MR. BRISKE: I would like to just note 14 that many of you know I've been on this Board 15 for quite a long time and the Board of 16 Adjustment before this. I've developed 17 property myself. I'm a very strong property 18 rights advocate. The item that I'm wrestling 19 with in this case really is the logical and 20 orderly development pattern. I don't see this 21 as a logical and orderly development pattern. 22 We can argue the finer points of proposed uses 23 in item (3), but I just don't see this as a 24 logical and orderly development pattern for 25 what is there.</p> <p style="text-align: right;">TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p style="text-align: right;">106</p> <p>1 Everybody is moving north. They said, okay, 2 when are they going to do the beltway to go 3 out there because Cantonment is a good place 4 to be. You would be surprised how much 5 traffic in other areas that's coming down 97-A 6 and taking the shortcut, cutting through 7 Sherrilane and coming down that way. So 8 traffic is going to come. 9 But it's a beautiful view to pass through 10 there and see all those beautiful homes that's 11 come there. If my kid moved into this -- 12 grandkid moved into that new subdivision that 13 might would get built, it would be an ideal 14 upscale that says he's in an upscaled 15 environment and he's going to an upscaled 16 school, so this is a good dream community that 17 it could be for the future because you've got 18 your cows, you've got your large lots and even 19 though they don't have but a smaller lot -- 20 And I know one thing from dealing with 21 Planning and Zoning and Mr. Horace's 22 department, if you come before them it's going 23 to be 100 percent right because he don't cut 24 no slack. I mean, he's just 100 percent on 25 the job and everybody with the County, so I</p> <p style="text-align: right;">TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">108</p> <p>1 I will not be voting in favor of the 2 amendment, I mean, the proposal here just 3 based on those facts. That does come back to 4 the compatibility issue. We've obviously 5 heard both sides of that story today. 6 However, I just personally -- we're all 7 volunteers up here. We have to try to do the 8 right thing for the community based on being 9 appointed and I think we have to vote what we 10 feel is the right thing to do. 11 With that, Board members, any other 12 comments or the Chair will entertain a motion. 13 (Motion by Mr. Woodward.) 14 MR. WOODWARD: With regard to Case Number 15 Z-2013-13 (sic), I move that the findings of 16 staff be accepted and that the application be 17 denied. 18 MR. BRISKE: We have a motion to deny. 19 Do we have a second? 20 MS. SINDEL: Second. 21 MR. BRISKE: We have a second. Further 22 discussion? All those in favor, say aye. 23 (Board members vote.) 24 MR. BRISKE: Opposed? 25 MR. WINGATE: Opposed.</p> <p style="text-align: right;">TAYLOR REPORTING SERVICES, INCORPORATED</p> |

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1 MR. BRISKE: We have one, Mr. Wingate
 2 opposed. The motion -- the rezoning request
 3 is recommended for denial to the Board of
 4 County Commissioners.
 5 (The motion carried for denial of the
 6 rezoning request. Mr. Wingate opposed.)
 7 MR. BRISKE: Those of you that have spoken
 8 today will have the opportunity to speak in
 9 front of commissioners as Mr. Page presents
 10 his case in front of them again. As
 11 Ms. Sindel said before, the commissioners have
 12 the final say in this. They can overrule our
 13 recommendation. They basically do whatever
 14 they want, so I would highly recommend that
 15 you attend that meeting when it comes up, if
 16 you wish to speak again.
 17 Mr. Page has avenues as he is well aware
 18 of to go through depending on how that case
 19 turns out. So I thank you for your time
 20 coming out and we are going to close the case
 21 here. Thank you.
 22 Is there any other business for the
 23 rezoning quasi-judicial hearing?
 24 MR. GOODLOE: I just want to make sure
 25 we're correct on that last one. Is that dash
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1 13 or dash 04?
 2 MR. BRISKE: Z-2013-04.
 3 MR. WOODWARD: If my motion was incorrect,
 4 I move to amend to have it correct.
 5 MR. BRISKE: Let the record reflect that
 6 it is Z-2013-04 which we just voted on.
 7 We thank our court reporter and that will
 8 be the end of your duties today. We
 9 appreciate it.
 10 (The quasi-judicial proceedings concluded
 11 at 11:00 a.m.)
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1 CERTIFICATE OF REPORTER
 2
 3 STATE OF FLORIDA
 4 COUNTY OF ESCAMBIA
 5
 6 I, LINDA V. CROWE, Court Reporter and
 7 Notary Public at Large in and for the State of
 8 Florida, hereby certify that the foregoing Pages 2
 9 through 110 both inclusive, comprise a full, true,
 10 and correct transcript of the proceeding; that said
 11 proceeding was taken by me stenographically, and
 12 transcribed by me as it now appears; that I am not a
 13 relative or employee or attorney or counsel of the
 14 parties, or relative or employee of such attorney or
 15 counsel, nor am I interested in this proceeding or
 16 its outcome.
 17 IN WITNESS WHEREOF, I have hereunto set my
 18 hand and affixed my official seal on this 13th day of
 19 June 2013.
 20
 21
 22 LINDA V. CROWE, COURT REPORTER
 23 Notary Public - State of Florida
 24 My Commission No.: EE 860695
 25 My Commission Expires: 02-05-2017
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| <p style="text-align: right;">9</p> <p>1 (The motion passed unanimously.)</p> <p>2 MR. TATE: The rezoning hearing package</p> <p>3 with staff's Findings-of-Fact and legal</p> <p>4 advertisement was prepared and included in</p> <p>5 the record as Composite Exhibit A for all of</p> <p>6 today's case.</p> <p>7 (Composite Exhibit A, Rezoning Package</p> <p>8 with Findings-of-Fact and Legal Advertisement,</p> <p>9 was identified and admitted.)</p> <p>08:43 10 MR. TATE: There is one case to be heard</p> <p>11 today. The first rezoning application for</p> <p>12 consideration is Case Number Z-2013-04, which</p> <p>13 requests the rezoning of 2842 Nowak Dairy Road</p> <p>14 from VAG-2, Villages Agriculture District, to</p> <p>15 V-3, Villages Single-Family Residential, as</p> <p>16 requested by the applicant.</p> <p>17 Members of the Board, has there been any</p> <p>18 ex parte communications between you and the</p> <p>19 applicant or the applicant's agents, attorneys</p> <p>08:44 20 or witnesses or with fellow Planning Board</p> <p>21 members or anyone from the general public</p> <p>22 prior to the hearing? Have you visited the</p> <p>23 property? Also please disclose if you are a</p> <p>24 relative or business associate of the</p> <p>25 applicant or applicant's agent.</p> <p style="text-align: right;">TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">11</p> <p>1 subject property. This is our zoning sign</p> <p>2 that was placed on the property. This is</p> <p>3 looking south across from the subject</p> <p>4 property. Looking northwest along Highway 97</p> <p>5 from the subject property. Looking southeast</p> <p>6 along Highway 97 from the property. This is</p> <p>7 looking north down Nowak Dairy Road. Looking</p> <p>8 onto the subject property from Nowak Dairy</p> <p>9 Road. Looking north from the parcel. Looking</p> <p>08:46 10 southeast toward Highway 97 and Sherrilane.</p> <p>11 That's concludes our photographs and maps.</p> <p>12 MR. TATE: Would the applicant please come</p> <p>13 forward or the agent for the applicant? Are</p> <p>14 you the agent?</p> <p>15 MR. LACOSTE: I'm the engineer</p> <p>16 representing the project for the applicant.</p> <p>17 He's here as well if he needs to come forward.</p> <p>18 MR. TATE: Who is going to be representing</p> <p>19 today and who's going to be a witness?</p> <p>08:46 20 MR. LACOSTE: I guess representing is T.J.</p> <p>21 Monti.</p> <p>22 MR. TATE: Mr. Monti, can we swear you in?</p> <p>23 (T.J. Monti sworn.)</p> <p>24 MR. TATE: Please state your full name and</p> <p>25 address for the record.</p> <p style="text-align: right;">TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p style="text-align: right;">10</p> <p>1 Ms. Sindel, we'll start with you.</p> <p>2 MS. SINDEL: No to all the above.</p> <p>3 MR. WINGATE: No to all the above.</p> <p>4 MR. TATE: No to all.</p> <p>5 MR. WOODWARD: No to all.</p> <p>6 MR. GOODLOE: No to all.</p> <p>7 MS. HIGHTOWER: No to all.</p> <p>8 MS. ORAM: No to all.</p> <p>9 MR. TATE: Thank you. Staff, was notice</p> <p>08:44 10 of the hearing sent to all interested parties?</p> <p>11 MS. MEADOR: Yes, sir.</p> <p>12 MR. TATE: Was notice of the hearing</p> <p>13 posted on the subject property?</p> <p>14 MS. MEADOR: Yes, sir.</p> <p>15 MR. TATE: Staff will now present the maps</p> <p>16 and photographs for Case Z-2013-04.</p> <p>17 (Presentation of maps and photographs.)</p> <p>18 MS. CAIN: Case Z-2013-04, 2242 Nowak</p> <p>19 Dairy Road. This is our location map showing</p> <p>08:45 20 the parcel in question. This is the zoning</p> <p>21 radius showing the VAG-2 with the surrounding</p> <p>22 VR-1. This is the Future Land Use Map, Mixed</p> <p>23 Use Suburban. This is the existing land use</p> <p>24 map.</p> <p>25 This is the aerial photograph of the</p> <p style="text-align: right;">TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">12</p> <p>1 MR. MONTI: It's Anthony Joseph Monti,</p> <p>2 Junior. I live at 2506 Overlook Drive. It's</p> <p>3 in Loxley, 36551.</p> <p>4 MR. TATE: Have you received a copy of the</p> <p>5 rezoning hearing package with the staff's</p> <p>6 Findings-of-Fact?</p> <p>7 MR. MONTI: My representatives have that</p> <p>8 for me.</p> <p>9 MR. TATE: Do you understand that you have</p> <p>08:47 10 the burden of providing substantial and</p> <p>11 competent evidence that the proposed rezoning</p> <p>12 is consistent with the Comp Plan, furthers the</p> <p>13 goals, objectives and policies of the</p> <p>14 Comprehensive Plan and is not in conflict with</p> <p>15 any portion of the County's Land Development</p> <p>16 Code?</p> <p>17 MR. MONTI: Yes, sir.</p> <p>18 MR. TATE: Is there anything you would</p> <p>19 like to present to the Board at this time?</p> <p>08:47 20 MR. MONTI: I'm okay right now, sir.</p> <p>21 MR. TATE: Okay. Staff will go ahead --</p> <p>22 if you guys want to have a seat up front, we</p> <p>23 will have the staff presentation at this time.</p> <p>24 (Staff Presentation by Allyson Cain.)</p> <p>25 MS. CAIN: Allyson Cain, Urban Planner.</p> <p style="text-align: right;">TAYLOR REPORTING SERVICES, INCORPORATED</p> |

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| <p style="text-align: right;">13</p> <p>1 This is a request to go from VAG-2, Village 2 Agriculture, to V-3, Village Single-Family. 3 The actual parcel, it did meet all of the 4 criteria. The only one criteria -- there were 5 some wetlands on the property for Criterion 6 (5). There were some wetlands that were 7 indicated on the subject property that the 8 boundary survey that was presented by the 9 applicant and that would be addressed at the 08:48 10 time of development review before any 11 development is done. But this particular 12 parcel it did meet all the criteria. If you 13 want me to go into detail, I can. 14 MR. TATE: Mr. Monti, is that okay? 15 MR. MONTI: Yes, sir. 16 MR. TATE: Do you have any questions for 17 staff? 18 MR. MONTI: No, sir. 19 MR. WOODWARD: Mr. Chairman, is anyone 08:49 20 speaking other than the applicant? 21 MR. TATE: That's where we're going right 22 now. 23 Mr. Monti, in just a moment we're going to 24 open this up to public comment. Before we 25 reach that point, do you have anything that TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">15</p> <p>1 to vet his credentials? 2 MR. WEST: It depends on the testimony 3 he's going to give. 4 MR. TATE: Are you giving expert testimony 5 today in regards to this? 6 MR. LACOSTE: No, I'm just speaking about 7 the generalities of the project. 8 MR. TATE: Please go ahead. 9 MR. WOODWARD: Let me ask him a question. 08:50 10 Are you a sealed engineer? 11 MR. LACOSTE: Yes, sir. 12 MR. WOODWARD: In Alabama and Florida? 13 MR. LACOSTE: Yes, sir, Florida, as well. 14 MR. WOODWARD: Thank you. 15 MR. LACOSTE: My name is Vince LaCoste. 16 I'm with Poly Surveying and Engineering. 17 We're representing the owner on this project. 18 What we are doing is putting in a residential 19 subdivision with lots that are going to front 08:50 20 the street and have streets themselves new 21 that are built within the subdivision. 22 We have hired a biologist who's delineated 23 wetlands and we have created our layout to 24 minimize impact to the wetlands. We still, 25 obviously, have a lot to go through TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p style="text-align: right;">14</p> <p>1 you or your fellow engineers would like to 2 present to the Board without getting into the 3 details of the actual project itself, just 4 dealing with the land and the rezoning? 5 MR. MONTI: Yes, I would like to go to the 6 engineer. 7 MR. TATE: Please come forward. Please 8 state your name and address for the record. 9 THE WITNESS: My name is Vince LaCoste, my 08:49 10 address is 1750 Winterberry Street, Mobile, 11 Alabama. 12 MR. TATE: If we could have you sworn in. 13 (Vince LaCoste sworn.) 14 MR. TATE: Could you hold the microphone 15 to see -- we're getting some -- 16 MR. LACOSTE: Can you hear me? 17 MR. TATE: Is that better, folks? 18 MR. LACOSTE: I can speak up. 19 MR. TATE: Just speak up for now. 08:49 20 Mr. LaCoste, your position in this 21 project? 22 MR. LACOSTE: I'm a civil engineer that's 23 going to be designing the streets and the 24 roads. 25 MR. TATE: A legal question: Do we need TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">16</p> <p>1 permittingwise, but we're looking at a minimal 2 to wetlands of maybe a quarter acre or less. 3 So I just kind of wanted to generally state 4 that while there are wetlands on the project, 5 we have based the design on minimizing the 6 effect on the wetlands. That's all I really 7 have to say for now. 8 MR. TATE: Thank you. 9 MR. LACOSTE: Thank you. 08:51 10 MR. TATE: Mr. Monti, do you have anything 11 else or any direct questions for your witness? 12 MR. MONTI: No, sir. 13 MR. TATE: All right. We're going to move 14 into public comment. For those members of the 15 public who wish to speak on this matter, 16 please note that the Planning Board bases its 17 decision on the criteria and exceptions 18 described in Section 2.08.02.D of the Escambia 19 County Land Development Code. During its 08:51 20 deliberations the Planning Board will not 21 consider general statements of support or 22 opposition. Accordingly, please limit your 23 testimony to the criteria and exceptions 24 described in Section 2.08.02.D. 25 Please also note that only those TAYLOR REPORTING SERVICES, INCORPORATED</p> |

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| <p style="text-align: right;">17</p> <p>1 individuals who are present and give testimony 2 on the record at this hearing before the 3 Planning Board will be allowed to speak at the 4 subsequent hearings before the BCC. 5 A couple of things. Could you please put 6 up on the Board, as well, the six criteria? I 7 know a lot of you have opinions in regard to 8 this matter. Your opinion needs to be based 9 on one of these reasons that we'll see 08:52 10 shortly. The criteria right here, these are 11 the criteria that you need to use to say why 12 you either agree or disagree with this 13 project. 14 And then, also, just so that we have a 15 time for everybody, you will have only three 16 minutes to speak. We will have a timer. It 17 may or may not be on the Board just depending 18 on the visibility. We'll see here. 19 Also, as you speak -- if you don't want to 08:52 20 speak, I want to remind you that if you 21 actually want to say something at the Board of 22 County Commission meeting you have to speak in 23 this meeting, not just sign up and have an 24 opinion at this meeting. These are in no 25 order except as they were given to me, so TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">19</p> <p>1 adjacent properties have. Most of the 2 adjacent properties, I've lived out there for 3 25 years, they've been held to one acre, two 4 acre, even when they divide off to family 5 members they're divided off to one acre, which 6 two of the parcels on there were divided off 7 from the parent parcel. You can see those two 8 on Sherrilane Drive. I guess that would be 9 the compatible surrounding uses, too. I 08:55 10 believe it's in violation of one or both of 11 those. 12 The effect on the natural environment, 13 there's nothing they can do in that area 14 that's not going to increase the impervious 15 area and increase the runoff into the stream. 16 There's kind of a stream that goes down. The 17 wetlands they're talking about, there's 18 actually a wet area and it goes through the 19 neighborhood that I live in. When they 08:55 20 increase the impervious area and the runoff 21 during storms -- right now that road floods 22 during storms -- it's going to increase that 23 level. I mean, there's no way around that. 24 As far as the development patterns, I also 25 believe it's not keeping with the development TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p style="text-align: right;">18</p> <p>1 we'll go ahead and get started right now. 2 Mr. Peter Hurd. Would you please come 3 forward? And also Mr. Hurd, if you wouldn't 4 mind pulling the mike and speaking directly 5 into it so we get -- that works. Please state 6 your full name and address for the record. 7 MR. HURD: Peter Hurd, 2662 Sherrilane 8 Drive. 9 MR. TATE: Please be sworn in. 08:53 10 (Peter Hurd sworn.) 11 MR. HURD: Let's see. I'll go down the 12 list. Comprehensive Plan, I really can't find 13 any faults with the Comprehensive Plan. I'm 14 not sure which one, whether Land Development 15 Code, is that what entails the zoning, would 16 be the different zonings? 17 MR. TATE: Both the Comprehensive Plan and 18 the Land Development Code support the actual 19 zoning. 08:54 20 MR. HURD: It appears to me that what 21 they're attempting to do here is not change 22 the zoning by one or two steps, but by about 23 six steps, going from -- I believe now it's 24 about a one per five acre to a five per one 25 acre. It's not -- that's not what any of the TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">20</p> <p>1 patterns because it's increasing the density 2 by, like I said, four or five steps. I don't 3 understand -- well, I do understand. It would 4 seem to me it would be more appropriate to 5 rezone this to the V-2, which is 6 three-quarters of an acre. That's still less 7 than the densities around it. It would be 8 more appropriate with the surroundings we've 9 got, what they've been doing. 08:56 10 MR. TATE: Mr. Hurd, just so you're aware, 11 the current zoning is one dwelling unit per 12 five acres and what they're asking for is five 13 dwelling units per acre. 14 MR. HURD: That seems kind of excessive to 15 me. If you look at the surrounding areas 16 probably within a couple of miles there's only 17 two pockets, and one of them was off of this 18 same farm, that have been rezoned to increased 19 densities, but both of those were surrounded 08:56 20 by undeveloped land, not by a bunch of one and 21 two acre properties. This is surrounded by 22 one and two acre properties except for 23 adjacent land owned by the same person. 24 MR. WOODWARD: Let me ask you a question, 25 Mr. Hurd, so I can orientate myself. How far TAYLOR REPORTING SERVICES, INCORPORATED</p> |

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| <p style="text-align: right;">21</p> <p>1 is Sherrilane from the nearest landmark that I 2 would recognize like the welcome center or 3 Pine Forest Road, something like that? 4 MR. HURD: Are you familiar with going out 5 297 toward Camp Five? Have you been out that 6 way? 7 MR. WOODWARD: Not really. 8 MR. HURD: Publix on Pine Forest Road. 9 MR. WOODWARD: Yes, sir. 08:57 10 MR. HURD: Go out to Publix. You turn 11 left immediately past the light. You go out 12 297. Where it splits right by a bridge that 13 was recently -- actually, there's a widening 14 project going on right there now. Where it 15 splits you go to the left and take 97. Are 16 you still with me? 17 MR. WOODWARD: I'm still with you. 18 MR. HURD: And then about -- it's probably 19 about a mile past that bridge after the split, 08:57 20 after the Y. That's another thing that I 21 don't know if it's in the Comprehensive Plan, 22 but if you look at I think developing along 23 Sherrilane with one acre lots is probably a 24 good idea because that's what's already there 25 and that's what's been there historically, but TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">23</p> <p>1 prodevelopment as some of these folks here 2 could probably tell you. I worked for years 3 for a civil engineering company and did 4 development projects and I'm not opposed to 5 development. But what concerns me is exactly 6 what you're talking about. I don't think 7 these gentlemen are trying to do -- it's 47 8 acres. I don't think they're trying to put 9 200 homes out there, but if their project 08:59 10 falls apart, someone could try and put 200 11 homes out there. 12 MR. TATE: Thank you for your time. 13 Mr. William Thompson. Mr. Thompson, would 14 you state your name and address for the record 15 and be sworn in? 16 MR. THOMPSON: William D. Thompson, 2612 17 Sherrilane Drive. 18 (William D. Thompson sworn.) 19 MR. THOMPSON: Sir, I didn't understand 09:00 20 exactly what specific notes we were to address 21 on this. I'm obviously opposed to this 22 project. But having seen your items, I as 23 well came to that area because of the one 24 house per five acre zoning. As the other 25 gentleman said, the potential, you're TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p style="text-align: right;">22</p> <p>1 if you look at the way this land comes, 2 there's one attachment point to 297, which is 3 a major artery. There's road close on the 4 left and a road close on the right. I don't 5 see how they're going to be able to put their 6 access onto 97. They may be putting their 7 access onto Nowak Dairy Road, which is not 8 even close to being able to support 100 units. 9 MR. TATE: Let me just talk to that 08:58 10 briefly, Mr. Hurd. Thank you for your time. 11 As we deliberate here at the Planning Board, 12 we do not actually deal with the site specific 13 use of that. In other words, this project 14 that is pushing this, it could fall apart for 15 reasons that none of us have any control over, 16 including the developers, and that zoning 17 would still stand, so whatever that zoning 18 would support, that's what could still be done 19 on that property. So this Board has to look 08:58 20 at not that there's going to be a subdivision 21 or whatever, but whatever can be used there 22 and is it compatible with everything in the 23 surrounding area. We're not going to get too 24 deep in the details of the project itself. 25 MR. HURD: I guess I should have said I'm TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">24</p> <p>1 increasing the density by a factor of 25. I 2 don't think that that was the intent of the 3 area. You go to compatibility with 4 surrounding areas, you have people out there 5 with large lots. They have horses and cattle, 6 I've got deer in my back yard, which that's 7 not really a factor, but compatibility with 8 surrounding uses, I'm saying it's being used 9 for cattle, it's being used for horses. A lot 09:01 10 of people ride horses. 11 The access, I'm not aware of how this will 12 be accessed. It will have to be either on 97 13 or Sherrilane Drive. With the potential for a 14 couple of hundred homes, that limited access 15 will -- it will be a vortex that maybe two or 16 300 cars will have to channel into this vortex 17 and the only way to do that is to access 18 Sherrilane Drive, which will increase the 19 traffic on that road tenfold. 09:01 20 Natural environment. You've got a natural 21 field with cattle. There's a lot of 22 absorption going on there. If that becomes 23 cement, all that water is going to come down 24 as we've seen happen so many times. 25 Development patterns. I can't address TAYLOR REPORTING SERVICES, INCORPORATED</p> |

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| <p style="text-align: right;">25</p> <p>1 that. That's pretty much all I've got to say. 2 MR. TATE: Thank you for your time, 3 Mr. Thompson. 4 MR. THOMPSON: Thank you. 5 MR. TATE: John Mason. Mr. Mason, would 6 you state your name and address for the record 7 and be sworn in? 8 MR. MASON: John C. Mason, Junior, 2719 9 Sandicrest Drive. 09:02 10 (John C. Mason, Junior sworn.) 11 MR. MASON: All I've got to say is I 12 bought my property about seven years ago 13 because of the area and having the space 14 surrounding me. In fact, the property that 15 backs up behind me is zoned for approximately 16 two houses per acre, which to me is a 17 reasonable amount for the area. We already 18 have a severe traffic problem on Sandicrest 19 Drive because of the cut through traffic going 09:03 20 north on 97 toward this property. My big fear 21 is we're going to have a continued increase of 22 that problem, which is already out of control 23 as it is. We've made many calls about that, 24 so still working on that issue. But that's my 25 main concern, the traffic and property values TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">27</p> <p>1 Also I'm concerned about the traffic that 2 goes through. I would like to know for the 3 development where the road is going to be, 4 whether it's going to be towards Sherrilane, 5 Nowak Dairy or 97, because if it is Sherrilane 6 it's definitely going to affect the 7 maintenance of the road. With a huge amount 8 of homes in that area, we definitely are going 9 to have problems with traffic. So I really am 09:05 10 concerned about that. Thank you. 11 MR. TATE: Thank you. 12 John Markowitz. 13 MR. MARKOWITZ: 725 Pinebrook Circle, 14 Cantonment. 15 MR. TATE: Would you please be sworn in? 16 (John Markowitz sworn.) 17 MR. MARKOWITZ: One of my primary concerns 18 is the property that adjoins where we live is 19 actually property that we own, as well, where 09:06 20 the stream run downs from Nowak Dairy Road 21 into the development that we live in, 22 Pinebrook Circle Estates. We have had in the 23 past some severe problems with flooding. The 24 County was very responsive and took care of 25 that problem to a large extent. But I'm TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p style="text-align: right;">26</p> <p>1 and just the amount of traffic and other, you 2 know, amount of homes in the area. Thank you. 3 MR. TATE: Thank you. 4 Judy Browning. 5 MS. BROWNING: I don't wish to speak at 6 this time. 7 MR. TATE: Thank you. I may need a little 8 help with this one. Cantell. 9 MS. CANTELL: Ramani Cantell. 09:03 10 MR. TATE: Please state your name and 11 address. 12 MS. CANTELL: Ramani Cantell, 2539 13 Sherrilane Drive, Cantonment, Florida 32533. 14 (Ramani Cantell sworn.) 15 MS. CANTELL: My main concern is it's 16 going to vastly affect the properties in that 17 neighborhood basically for sale, because we 18 are actually marketing those properties as big 19 parcels, as parcels with at least a couple of 09:04 20 acres or five acres. When you bring a 21 development into that area most of the 22 customers that would be interested in 23 properties that are huge parcels, would 24 actually be very concerned about having a 25 development in that area. TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">28</p> <p>1 concerned, as the gentleman before mentioned, 2 about the absorption rate up there in that 3 area and whether or not that would cause 4 increased problems. Pinebrook Circle 5 routinely floods as it is when we have heavy 6 rains. So that's one of the main issues that 7 I have with this development issue aside from 8 the fact that I think it does change to a 9 tremendous level the inherent character of the 09:06 10 area in relation to the one to two acres per 11 home issue. Those are the two things that 12 interest me the most. That was the reason we 13 moved there. Thank you very much. 14 MR. TATE: Just so everybody understands, 15 too, stormwater runoff, which is basically 16 what we're talking about, is something that 17 the developer has to deal with, has to have on 18 paper, has to have a plan, but it does not 19 come up in this process. It actually would 09:07 20 happen at a later time, which is also a public 21 meeting. So just so you're aware that some of 22 these issues that you all are addressing are 23 just simply issues that this Board cannot 24 address. 25 MR. MARKOWITZ: Thank you very much. TAYLOR REPORTING SERVICES, INCORPORATED</p> |

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| <p style="text-align: right;">29</p> <p>1 MR. TATE: Thank you. 2 Blake Goodwin. Would you state your name 3 and address for the record? 4 MR. GOODWIN: Blake Goodwin, 2710 5 Sandicrest Drive, Cantonment, 32533. 6 (Blake Goodwin sworn.) 7 MR. GOODWIN: My concerns are the same 8 that they mentioned before as far as the 9 increased densities. We do have traffic 09:07 10 issues right now on Sandicrest, which is right 11 behind Sherrilane. We bought the property 12 based on the fact that there's space out there 13 and each home has at least one to three acres. 14 And when they're talking putting five acres 15 (sic) per lot, that definitely is a concern as 16 far as the increase in just the traffic and 17 overall population and the effect on the 18 property value. That's our main concern is 19 that this type of project is going to cause a 09:08 20 decrease in property value for future resale. 21 MR. TATE: Thank you. 22 MS. SINDEL: Mr. Tate, while you're 23 calling up the next one, if I might? 24 MR. TATE: Sure. 25 MS. SINDEL: I want to remind everyone TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">31</p> <p>1 MR. MOYE: Richard "Dicky" Moye, 2872 2 Sherrilane Drive, Cantonment, Florida, 32533. 3 (Richard "Dicky" Moye sworn.) 4 MR. MOYE: Just to start off, I saw the 5 pictures at the beginning here. They never 6 gave a picture of the property, the largest 7 side of the property, to Sherrilane. If you 8 take a look, as well, at the zoning around it, 9 why is this being done so different from 09:10 10 everything around? We're R-2. Everybody has 11 talked about the property sizes around. 12 The social economics in the area, I'm very 13 concerned about the change here that's going 14 to be effected on all these landowners here 15 and homeowners. They're your taxpayers in the 16 county. They're the hard working people. I 17 can tell you most of the people I got out and 18 saw did not get a notice in the mail and the 19 sign was around on Nowak Dairy Lane and not 09:10 20 Sherrilane where people could see it. 21 This is zoning -- zoning we thought was to 22 protect our lives and our investments that we 23 make in a community, but in this case we're 24 being asked to allow something like five 25 houses on an acre. Come on, folks, that TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p style="text-align: right;">30</p> <p>1 that is here for this particular hearing that 2 either way that the Board votes today it will 3 move to the Board of County Commissioners and 4 some of the conversations that you're having 5 with us today that regrettably we keep saying 6 to you how we don't get to discuss that in 7 here or that will be addressed at a later 8 date. When this goes before the Board of 9 County Commissioners, whether it passes here 09:09 10 today or fails, those are broader 11 conversations that can be held at that time. 12 So it's really important that you understand 13 that when we're finished here today this is by 14 no means finished for either party. So I 15 strongly encourage you now -- that's one of 16 the reasons Mr. Tate has mentioned to you that 17 by speaking today on this issue that allows 18 you as the issue moves forward to have the 19 opportunity to speak the next time it's heard, 09:09 20 which would be at the Board of County 21 Commissioners meeting. 22 MR. TATE: Thank you. 23 Dicky Moye. Mr. Moye, would you state 24 name and address for the record and be sworn 25 in? TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">32</p> <p>1 doesn't even fit. There's nowhere near there 2 anything like that. People don't want to look 3 on the hillside and see rooftop after rooftop. 4 I think, too, here we've got a situation 5 here -- I am speaking to this, I think, so I 6 don't have to give the topics. I think we're 7 maybe giving some special interest here to 8 some parties, some parties who want to make a 9 land deal sale at a price they want to sell it 09:11 10 for and they've got to cut the property down 11 in size to be able to make that sale and the 12 heck with the people who live around. 13 You know, the number that you're going to 14 as far as this VAG there's no end to it. In 15 other words, you're stuck in for a number of 16 homes they need but once they get that zoning 17 they can cut it in half and half again if they 18 want to now they're past you guys. So our 19 concern is the socioeconomic downfall that 09:12 20 could happen to our properties in the area. 21 The thing is this has been this way out there 22 for years. People strive to live out here and 23 it's small farms, small ranches, interwoven 24 middle class lives here. It doesn't matter 25 the size of the house. It's the size of the TAYLOR REPORTING SERVICES, INCORPORATED</p> |

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| <p style="text-align: right;">33</p> <p>1 space you own, the property and the 2 spaciousness you have from everyone. We're 3 very concerned about densely placing houses 4 like this that doesn't fit this area. 5 Basically if it doesn't work out marketing 6 wise to do your deal and to turn around to be 7 able to sale, they're going to sale these 8 properties probably on our nickel. Meaning, 9 look, you're going to live out here in this 09:12 10 rural area, but we're the ones going to be 11 hurt from this, the reverse. Basically if 12 your deal doesn't work at the price you want 13 and you have to cut the houses down to that 14 size, take your money somewhere else. We 15 don't need it. 16 MR. TATE: Thank you. Mr. Moye. 17 Jeanne Henderly. Would you please state 18 your name and address for the record? 19 MS. HENDERLY. My name is Jeanne Henderly 09:13 20 and my address is 2715 Sherrilane Drive. 21 (Jeanne Henderly sworn.) 22 MS. HENDERLY: I wasn't even going to say 23 anything today but since I have to say 24 something here to be able to say at the next 25 meeting I wanted to share. I live on TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">35</p> <p>1 careful while we do that. I'm so concerned 2 that they're going to put this big subdivision 3 out there. It's totally going to change the 4 character of our neighborhood and now we 5 have -- you know, there's going to be a lot of 6 kids, a lot of cars. 7 There's an issue about large livestock. I 8 have a bull and two cows on my property, so 9 there's somewhat of a danger. We put up 09:15 10 electric fencing. You know, people go by 11 there and stop and want to look. It's very 12 attractive and sometimes they get out and want 13 to feed my animals. So I was thinking, okay, 14 now we're going to have all these homes, maybe 15 100 homes in there with children and now 16 they're going to want to come in there to be 17 in with my large animals. Now there's a 18 safety issue. Now it's an insurance issue of 19 maybe getting a million dollar umbrella or 09:15 20 something to cover us in case somebody would 21 get hurt on our property. 22 So from my point of view as a mom and, I 23 guess, I'm probably speaking to some of these 24 issues even though I'm not cataloging them. 25 It's a big concern. I am very bothered that TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p style="text-align: right;">34</p> <p>1 Sherrilane. I'm right across the street from 2 where this property is going to go in. We 3 have like a five-and-a-half acre mini farm, we 4 have cows, we have horses, we have some 5 miniature horses. I have some dairy goats and 6 we also have chickens and ducks and we have a 7 pond on our place. So we have a thing going. 8 We've been there for 25 years. I have four 9 children. We've raised children there. My 09:13 10 little girl, I can still see her riding her 11 little white pony all over the place. That's 12 the kind of neighborhood this is. 13 We did build another house on there 14 because we had elderly parents dying of lung 15 cancer and we needed to bring them there, so 16 we built -- there was a small house there 17 already and we just enlarged that house, so 18 we're one of the ones he was talking about. 19 We still have a very farm-like character 09:14 20 there. 21 I have 12 grandchildren who love to come. 22 They ride horses. I ride horses. We go up 23 and down Sherrilane and around Sandicrest. 24 There's a lot of traffic. We've had 25 increasing traffic over time and we have to be TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">36</p> <p>1 they might do this. It's going to change the 2 whole reason people have moved out there. 3 It's going to change it. We're now going to 4 be like a subdivision instead of a little 5 country kind of atmosphere that we have. 6 MR. TATE: Thank you. 7 James Wells. Mr. Wells, would you state 8 your name and address for the record and be 9 sworn in? 09:16 10 MR. WELLS: James Wells. I live at 2663 11 Sherrilane Drive. 12 (James Wells sworn.) 13 MR. WELLS: I live right across the street 14 from this property. I've lived there for 15 about 20 years or 25. You get to my age, you 16 don't keep up too good. I want to address 17 something. I don't know if it would be proper 18 or not. You can cut me off if it's not. 19 But the land across the street is a fine 09:17 20 parcel of property. I can understand them 21 wanting to develop it, but I can't understand 22 five housing units per acre. I don't think 23 you can either, if you think about it. 24 Why has that come up? Why are we even 25 here to discuss it? Because the owner of the TAYLOR REPORTING SERVICES, INCORPORATED</p> |

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| <p style="text-align: right;">37</p> <p>1 property wanted to sell it and the property 2 has about eight or 10 acres that's going to 3 have to be a holding pond, so you subtract 4 that from the acreage, and now they want to 5 divide it up so they can get the money out of 6 it by putting more houses on the acreage and 7 they're going to make all of us suffer. 8 All of us that have lived there so long 9 and enjoyed all the wide open spaces and moved 09:18 10 there for that purpose, we're going to suffer 11 because there's going to be an ungodly amount 12 of traffic and our kids can't walk out on the 13 highway anymore without running the risk of 14 dying. So I personally am against it. Thank 15 you. 16 MR. TATE: Thank you. 17 (Applause.) 18 MR. TATE: Karl Henderly. Would you 19 please state your name and address for the 09:18 20 record? 21 MR. HENDERLY: Karl Henderly, 2715 22 Sherrilane Drive, Cantonment, Florida. 23 (Karl Henderly sworn.) 24 MR. HENDERLY: It's going to be hard to 25 follow up what my wife had to say and Jimmy, TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">39</p> <p>1 Of course, there is the liability issue, 2 as well, but more than that it's the safety of 3 the children. We do have 12 grandchildren, 4 but we have taught these children how to be 5 careful, how to work with animals and how to 6 make sure that you don't get hurt. That is a 7 primary concern, because we're talking a large 8 subdivision with all the problems that have 9 already been enumerated, but we're talking a 09:20 10 large subdivision with a lot of children who 11 do not or aren't familiar with large animals 12 and it really concerns me. Thank you. 13 MR. TATE: Carter Granat. Can you state 14 your name and address for the record? 15 MR. GRANAT: Carter Granat, 697 Pinebrook 16 Circle. 17 (Carter Granat sworn.) 18 MR. GRANAT: I live on Pinebrook Circle. 19 My land backs up to the Nowak property that is 09:20 20 in question here. All the surrounding homes, 21 if you look on the overview that was shown 22 earlier, the satellite picture, all the 23 properties are one house per acre, some are 24 one house per two acres, and some of the 25 opinions of some of the people that maybe have TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p style="text-align: right;">38</p> <p>1 my next door neighbor, but I endorse all of 2 it. 3 One concern that we have in addition to 4 the complexion of the neighborhood, many of us 5 are getting to the retirement age now, but 6 most of the us work in the city but we want to 7 live in the country and we want to raise our 8 children in the country and our grandchildren, 9 and we want to teach them how to farm, how to 09:19 10 raise a garden, how to take care of animals. 11 We do have large animals. We have horses 12 and cows and one concern of mine is if there 13 are 150 homes down there, these folks are 14 probably not going to be what you would call 15 country folks, they're not familiar with 16 animals. And even living as we live now in a 17 relatively rural type setting, I've had the 18 experience of having to get children out of my 19 field. Kids, especially those that are not 09:19 20 raised in the country, don't understand that 21 you can't crawl under the fence and pet the 22 pretty bull. You don't mess with a cow that's 23 just had a calf. You don't get behind a horse 24 and slap it on the rump. These could have 25 tragic consequences. TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">40</p> <p>1 two houses per acre or one house per 2 three-quarters of an acre seems a lot more 3 reasonable. 4 The five houses per acre would be like an 5 aberration to the whole eco of that community 6 out there. It certainly doesn't take a brain 7 scientist to see that it's not comparable with 8 the land development that's currently in use 9 out there. 09:21 10 Also, people that travel to work and head 11 south down Highway 97 where it T's into 297, 12 there's a horrible traffic backup every 13 morning. I used to live north of that area 14 and oftentimes when I would be behind a line 15 of cars I would take Sherrilane to bop over to 16 297 just to bypass this traffic backlog. Of 17 course, this is going to get a lot worse if 18 there's a bunch of houses put in there and 19 Sherrilane is going to become a drag strip and 09:21 20 it's going to be unsafe for children or horses 21 or whatever, a lot of things that people used 22 to enjoy out there. 23 Also, twice within the last three weeks I 24 have seen a family of five deer heading from 25 Pinebrook Estates into that Nowak land. I TAYLOR REPORTING SERVICES, INCORPORATED</p> |

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| <p style="text-align: right;">41</p> <p>1 know people really don't care about deer a 2 lot, but I do. I think we would be ruining 3 their habitat if that land was overly 4 developed. 5 Also, I don't want five houses per acre 6 backed up to my property. I bought that 7 property because it was rural and I had the 8 woods surrounding me. I would at least like 9 for the people in Pinebrook Estates to be able 09:22 10 to buy a swath of woods to buffer us from any 11 development of that sort. I also feel that 12 five houses per acre is just horribly wrong 13 and not consistent development with anything 14 around there. Thank you. 15 MR. TATE: Thank you. Is there anybody 16 else who wishes to speak on this matter at 17 this time? If so, I need you to fill this 18 paper out and come forward. If not, we'll 19 close the public comment section of this 09:23 20 presentation. 21 Would you please state your name and 22 address for the record? 23 MR. ROUGEAU: My name is Ron Rougeau. I 24 live at 2684 Sandicrest Drive. 25 MR. TATE: Is your wife Dr. Debra Rougeau? TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">43</p> <p>1 MS. HUDGENS: What I would like to say is 2 me and my husband, we recently moved to 3 Sherrilane Drive. And the reason we moved is 4 because we lived in a subdivision and we 5 wanted to have our little girl grow up in the 6 country because that's what me and my husband 7 is used to. We finally moved out to the 8 country and we found out that a neighborhood 9 like the one we just moved from might possibly 09:25 10 move right next door to us. So our concern is 11 that -- I'm sorry. I'm nervous. But the 12 reason why we moved there and we spent a lot 13 of money was to get into the country life. 14 That's all I wanted to say. It would be nice 15 to keep it that way. 16 MR. TATE: Thank you. If there's nobody 17 else who wishes to speak on this matter at 18 this time -- is there anybody else in the 19 audience who wishes to speak on this matter at 09:26 20 this time? If not, at this point we'll close 21 this portion of the meeting to public comment. 22 I would like to ask the Board members if 23 you have any questions of the applicant, staff 24 or members of the public. I would also like 25 to remind our Board members to stay away from TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p style="text-align: right;">42</p> <p>1 MR. ROUGEAU: Yes. 2 MR. TATE: I just need to clarify that 3 Mr. Rougeau and I have never met, but his wife 4 works for me. I just want to make sure that's 5 out in the open. 6 (Ron Rougeau sworn.) 7 MR. ROUGEAU: Yesterday evening I got a 8 piece of paper saying there was a meeting 9 today, so I don't have a detailed preparation, 09:23 10 but from my point of view the change clearly 11 violates Criterion (3) through (6). Now, the 12 22 years we've lived there we've seen 13 development but nothing at this scale. I 14 think the impact on the environment, the 15 infrastructure and the residents would be 16 unsupportable. Thank you. 17 MR. TATE: Thank you. Is there anybody 18 else who wishes to speak on this matter? If 19 you would like to come forward to the stand, 09:24 20 that's fine. Would you state your name and 21 address for the record, please? 22 MS. HUDGENS: My name is Dominique 23 Hudgens. I live at 2700 Sherrilane Drive. 24 MR. TATE: Would you please be sworn in. 25 (Dominique Hudgens sworn.) TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">44</p> <p>1 areas or matters that deal specifically with 2 the use of the site as we understand it today. 3 MS. SINDEL: I'll start. I'm going 4 through the criteria kind of my own method. A 5 lot of my concern has to do with development 6 patterns and compatibility with surrounding 7 uses. It is a dramatic shift, as I'm sure the 8 applicant recognizes to go from one house per 9 five acres to potentially five homes per one 09:26 10 acre. 11 We, of course, are not looking at whether 12 or not you actually ever develop that, but we 13 look at down the road how it potentially could 14 be developed. We look at our Comprehensive 15 Plan, our Future Land Use. These are our 16 guiding factors for the County for many many 17 years to come and I have concern over the 18 dramatic shift. I'm not addressing some of 19 the other issues because I know from a DRC and 09:27 20 development review process other issues such 21 as runoff, or road and traffic, it would be 22 addressed at that point in time. 23 My primary concerns are development 24 patterns. These will be significant changed 25 conditions for that part of Escambia County TAYLOR REPORTING SERVICES, INCORPORATED</p> |

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| <p style="text-align: right;">45</p> <p>1 and in such a manner that I have also concerns 2 from Criterion (5) about effect on the natural 3 environment. Personally I see out of the six 4 criteria there are three that I have some very 5 strong concerns about. 6 That being said, to address what of this 7 side of the room has stated, it's really 8 important that everyone understand and be very 9 grateful for the process that we have that as 09:28 10 property owners and citizens you do always 11 have the opportunity to come to this Board and 12 request a change in how you use your property 13 and that's an amazing benefit and one that the 14 applicant, of course, is doing today. So it's 15 nice that the applicant has the opportunity to 16 do that just like it's amazing and important 17 that as citizens you turn around and say yes 18 or not so much. Those are my main concerns 19 right now. 09:28 20 MR. TATE: Mr. Wingate. 21 MR. WINGATE: Mr. Chairman, as I review 22 the total package here and the recommendations 23 and the area, the parcel of property and 24 within a 500-foot radius circle of property of 25 the area and the families that live in that TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">47</p> <p>1 that this is a mature community and anything 2 of this nature might well be premature at best 3 and certainly may be incompatible at worse. 4 MR. TATE: Thank you. 5 Mr. Goodloe. 6 MR. GOODLOE: I just would like to ask the 7 staff was the applicant given the opportunity 8 to consider other zoning provisions such as 9 V-1? 09:31 10 MR. JONES: Yes. It's up to the 11 applicant. We can only suggest. We give him 12 the Land Development Code. It's strictly up 13 to the applicant on what they request for the 14 rezoning. 15 MR. GOODLOE: With the applicant there was 16 no discussion regarding other zoning? 17 MR. JONES: Again, it was their choice. 18 MR. TATE: Staff, a couple of questions. 19 If you would, please put up the maps 09:31 20 regarding -- that shows the single-family use. 21 That map. That would be great. 22 Where is this area in conjunction with the 23 project that's now part of our Comprehensive 24 Plan to develop north of here into several 25 villages, walking communities, et cetera, TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p style="text-align: right;">46</p> <p>1 area presently now and the vacant lot that's 2 subdivided already, there is already a 3 community that's already set up in the 4 surrounding area if you look it from a higher 5 area view. This was one concern that I was 6 looking at. 7 One thing that's going to happen to 8 Escambia County, the north end is going to be 9 discovered at some point or another and change 09:29 10 is going to come, but, you know, sometimes 11 change comes too fast. But what I would look 12 at -- looking at it, and I travel 97 13 sometimes, traffic does get heavy at times 14 around the road. I was looking for some acres 15 up there, too. Sometimes you're only allowed 16 to do certain things. 17 Looking at this from the purpose that I'm 18 charged to do, I know what my decision will 19 be. 09:30 20 MR. TATE: Do you have any questions? 21 MR. WOODWARD: I don't think I have any 22 questions but I have an observation. And I've 23 lived in several cities that have natural 24 boundaries that require only growth can go one 25 or two or three directions. It appears to me TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">48</p> <p>1 et cetera? 2 MR. JONES: The Sector Plan? 3 MR. TATE: Yes. 4 MR. JONES: It's way north. 5 MR. TATE: The Sector Plan is way further 6 north than that. That's what I thought, but I 7 wanted to make sure. 8 At this point is there anything further 9 from staff? 09:32 10 MR. JONES: I want to say something. Many 11 issues and concerns came out as far as if the 12 site is developed into a subdivision, which we 13 do not know. That's what's being presented 14 today. We do want to make it perfectly clear 15 the density is gross density. 16 There's so many other factors, other 17 factors that have to be developed if an 18 applicant decides to put in a subdivision. 19 There a tremendous amount of review by the 09:33 20 County, even sometimes by the FDOT, 21 stormwater, all of those things, and the 22 County definitely would take into 23 consideration. If the Board approves it, it's 24 not just an overnight process, which I know 25 they know that. Mr. Hurd understands this. TAYLOR REPORTING SERVICES, INCORPORATED</p> |

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| <p style="text-align: right;">49</p> <p>1 Subdivision is a very very complicated complex 2 process. Some of them get off the ground, 3 some of them do not for factors that -- 4 economics, the land itself, permitting, all of 5 those things. So it's just not five dwellings 6 per acre. It may be limited to that based 7 upon so many other issues that the County 8 definitely has to address and review. 9 MR. TATE: Thank you. I'm not sure how 09:34 10 many of our folks here today actually reviewed 11 the entire packet online, but the applicant 12 was pretty clear what their goal is for this 13 project. Their overall density quite a bit 14 less than the five dwelling units per acre, 15 which I understand. 16 At this point the applicant, you have the 17 right to address any issues that have come up 18 through this discussion. If you would like to 19 leave it and go right to a vote, but you all 09:34 20 do have the ability to come forward at this 21 point and address the Board with any issues 22 that have come up during this discussion. 23 MR. MONTI: Thank you. Vince will speak 24 for us. 25 MR. LACOSTE: Vince LaCoste. I would like TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">51</p> <p>1 density. I know some areas can put 2 restrictions on density, but our plan is about 3 1.57 units per gross acre out there, not five. 4 It's 1.76 is the exact number of what our 5 density we're proposing would be. 6 MS. SINDEL: You understand our 7 predicament that we have to make a decision 8 based off -- I mean, honestly if you walked in 9 with plans ready to go, we don't even look at 09:36 10 those, because once we change it literally the 11 owner can walk out the door and sell it and 12 somebody can put five homes per acre. 13 As Mr. Jones will tell you from a County 14 standpoint if it were to pass, if the change 15 passed us and passed with the Board of County 16 Commissioners, then Mr. Jones has pointed out 17 the road to create a subdivision is a very 18 long one and that is where restrictions could 19 be placed, but that's only -- we don't get to 09:37 20 look that far. We have to look past that. 21 What we have to look at is if we change it 22 what's the worse -- I don't like to use the 23 term worse case -- what is the highest amount 24 of development that could occur and with this 25 request the highest is five per acre. TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p style="text-align: right;">50</p> <p>1 to explain our thought process and how we got 2 here and why this five units per acre because 3 that would concern me, too, if I was these 4 people. There's 48 acres on this parcel. 5 About 15 of it is wetlands and can't be used. 6 We will not be using. 7 MR. TATE: Would be incorporated into 8 the -- 9 MR. LACOSTE: It would be left natural. 09:35 10 We can't do anything with it, about 15 of the 11 acres. There's approximately another five to 12 ten, maybe five to eight acres, of course, the 13 design hasn't been done yet, but that would be 14 either detention, or streets or easements, 15 that type of thing. So we're left then with 16 not 48 acres, we're left with maybe 25 or 17 28 acres that we can actually use and develop. 18 Really the reason for the zoning request 19 was because of the dimensions of the lots, not 09:35 20 because of the density per acre. Now, I 21 understand that yeah, of course, we can get 22 the zoning and go do whatever we want to. I 23 would be concerned about that, too. I don't 24 know if there's another zoning or if there's 25 restrictions we can put on ourselves with TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">52</p> <p>1 MR. LACOSTE: So at this forum is there no 2 restriction on density that can be placed? 3 MR. JONES: Not at this point. 4 MR. TATE: Mr. Jones, could you please 5 speak to that and maybe walk us through the 6 process of what we could do possibly at this 7 meeting and in conjunction in the future with 8 the developer? 9 MR. JONES: Steve, I need you for this. 09:37 10 Would it be possible, Steve, that maybe the 11 applicant could make a request for a different 12 zoning? 13 MR. TATE: I know you can't promise them 14 anything at this meeting. That's not what I'm 15 looking at. 16 MR. WEST: They can always if they want to 17 change their request to a different zoning 18 district. 19 MR. TATE: Well, this Board can choose to 09:38 20 rezone to a lower case without the applicant 21 doing that. We have the right to do that with 22 or without the applicant's blessing, so I'm 23 not really talking about that. I'm talking 24 about beyond that if we chose to do something 25 that still gave them the buildable build-out TAYLOR REPORTING SERVICES, INCORPORATED</p> |

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| <p style="text-align: right;">53</p> <p>1 that they were doing, what's the process the 2 developer has to go through to lock that in? 3 Would it end up being like a PUD? 4 MR. JONES: He would have to issue a final 5 plat and all of those things once it comes 6 through the subdivision process, the 7 preliminary plat and final plat. He can place 8 those restrictions on himself. As the County, 9 we will approve the plat, but we don't enforce 09:38 10 the plat. He can put in restrictive 11 covenants. He can put those in place, so he 12 can self-govern himself. A PUD is an option. 13 MR. WOODWARD: Mr. Jones, restrictive 14 covenants are only good for 20 years. 15 MS. SINDEL: The County doesn't enforce 16 those. 17 MR. LACOSTE: I don't think anybody is 18 going to be happy here with restrictive 19 covenants. Nobody here is going to want to 09:39 20 hear that we're self-enforcing. 21 MR. WOODWARD: No, but the issue is that a 22 resident there can. Any person who lives in 23 an area, I'm not going to use the word 24 subdivision, an area burdened by restrictive 25 covenants can enforce restrictive covenants as TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">55</p> <p>1 85-foot lots are what drove us to pick this 2 density, the width of the lots and the 3 setbacks on those lots. That's what drove us 4 to pick this density, I mean, pick this 5 zoning, not density. We need something just 6 under two units per acre and we need to be 7 able to have 85-foot lots and I don't know if 8 there's a better option than we picked. 9 MR. TATE: Can you give us some help? 09:41 10 MR. WOODWARD: Procedurally can't they ask 11 for a continuance and come back and do it 12 again? 13 MR. LACOSTE: We originally requested R-1, 14 but in discussions with staff felt like that 15 this would be a better fitting in the area 16 because there was already the V zoning. If 17 you look at the subdivision just to the north 18 of ours, yes, they don't have the wetland 19 impacts, they don't have the detention ponds, 09:41 20 but if you look at the total density it's 21 about the same. Ours is a little denser, but 22 it's close. 23 MR. TATE: It's on a bigger piece of 24 property. 25 MR. JONES: Even if you look at the TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p style="text-align: right;">54</p> <p>1 long as he can convince a circuit judge that 2 he has standing. You know, 19-and-a-half 3 years down the road, you know, lot number one 4 can say something about lot number four not 5 complying with those restrictive covenants and 6 you're off to the courthouse and it's very 7 expensive. It will be then. 8 MR. LACOSTE: Let me ask a question about 9 the PUD. Is that done under any zoning? 09:40 10 MR. JONES: The PUD -- you can do a PUD, 11 but really it -- you can choose a different 12 zoning category, but a PUD really don't affect 13 the density the way that our PUD standards 14 are. 15 MR. LACOSTE: So your PUD standards still 16 have to meet the density of the zoning? 17 MR. JONES: Yes, provide some type of 18 unique option, walkability, sidewalks, bike 19 trails, things like that, that could really 09:40 20 really -- I don't know. Something that could 21 really really be compatible with the 22 surrounding areas. 23 MR. LACOSTE: What this boils down to is 24 we need a zoning of less than two, but we need 25 to have lots about 85 feet wide and those TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">56</p> <p>1 subdivision that's adjacent to this property, 2 VR-1, one per four acres, those are definitely 3 not four-acre lots. So that's why we looked 4 at the area. That VR-1 says 1.4. That 5 subdivision on Pine Cone is not four-acre lots 6 in there. So we look at all of those factors. 7 It's really limited on the density. 8 MS. SINDEL: I understand. I think, 9 though, the request in front of us right now 09:42 10 that we have to make a decision on is going to 11 be a struggle. I don't know if -- you know, 12 if the Board can vote on that and then he has 13 another option or does he just say I want to 14 table this, because how is it readvertised 15 because everybody is going to need to know 16 what's happening next that moving forward is 17 the whole kit and kaboodle. 18 MR. TATE: For this Board our decision has 19 to be based on the six criteria. The staff 09:42 20 has presented us a packet in which they have 21 found favorably in all regards. So if we 22 chose to do something different we would have 23 to rewrite those arguments in favor of our 24 position, so we need to keep that in mind. 25 MR. JONES: And still meet the criteria. TAYLOR REPORTING SERVICES, INCORPORATED</p> |

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| <p style="text-align: right;">57</p> <p>1 It is consistent with the zoning. With the 2 Future Land Use category Mixed Use Suburban 3 allows two dwelling units per acre, so that is 4 consistent with that. If you go with V2-A, 5 which is two units per acre, the criteria 6 would still be the same, the site building 7 requirements, all those things would still be 8 the same. 9 MS. SINDEL: Applicant has to make the 09:43 10 decision. We do not need as the Board to be 11 making changes to an applicant's application. 12 That's probably the worse grammar I've used in 13 a while. 14 MR. TATE: Mr. Wingate. 15 MR. WINGATE: Mr. Chairman, I was looking 16 at the areas of this particular parcel in the 17 packet and the neighborhood and if you've ever 18 developed a subdivision you would know what 19 they were going through. Sometimes you say 09:44 20 I've got all these acres and I've got it zoned 21 this way and when it all washes down you may 22 end up with a third of what you dreamed about 23 because you've got 15 acres of wetlands. 24 You've got your streets. Now we've got 25 sidewalks. All of those are subtractions. TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">59</p> <p>1 which is what we need. The setbacks appear to 2 work. 3 MR. WOODWARD: Is that a formal amendment 4 to your application? 5 MR. LACOSTE: Yes, sir. 6 MR. WOODWARD: I move that the amendment 7 be permitted, not that we permit the entire 8 thing, but the amendment. 9 MR. TATE: A motion. Do we have a second? 09:46 10 MS. SINDEL: Second. 11 MR. TATE: All those in favor, raise your 12 right hand. 13 (Board members vote.) 14 (The motion passed unanimously.) 15 MR. TATE: Staff, as we look at this from 16 the perspective of a V-2, can we support the 17 Findings-of-Fact within a V-2 or do you need a 18 moment? 19 MR. JONES: We can support it. The only 09:46 20 thing that will change is the zoning. We can 21 support it. 22 MR. TATE: So at this point the 23 Findings-of-Fact do not change. Both the 24 applicant and staff are in agreement with the 25 Findings-of-Fact. TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p style="text-align: right;">58</p> <p>1 You may think that you've got all these 2 acres and you end up saying, well, I've got 48 3 acres and you may only be able to develop 4 maybe when you count buildable lot sizes, what 5 the size going through and doing the 6 calculations and going through the DRC 7 process, you may end up with maybe 26 acres of 8 only developable buildable lots that you could 9 do your 85 by 130. So with the wetlands and 09:45 10 the ponds and all that, you subtract that off. 11 Then it won't really destroy the neighborhood 12 because you're going to still have that open 13 land that's there, the wetlands can't be 14 disturbed, the holding pond and everything. 15 I've done a couple of small subdivisions. 16 Sometimes you dream big and you come out 17 medium size. 18 MR. TATE: Thank you, Mr. Wingate. 19 MR. LACOSTE: We would like to request 09:45 20 that you consider V-2. We've been looking at 21 that and feel like it will fit our needs. I 22 hate to make a decision on the spot. I have 23 not read it all myself, but at this point I 24 think V-2 is something we might could work 25 with. It's a density of two units per acre, TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">60</p> <p>1 You accept staff's Findings-of-Fact? 2 MR. LACOSTE: Yes. 3 MR. TATE: Is there anybody on this Board 4 who has a question for the applicant or for 5 staff? 6 At this time we will close this meeting to 7 comments and open it up to the Planning Board 8 to deliberate and discuss. 9 MS. SINDEL: I've done a lot of talking 09:47 10 today and it was based on the fact that I had 11 a lot of concerns about the potential for five 12 homes per acre. Obviously, a lot of those 13 concerns were alleviated by going to a 14 different zoning which would be two homes max 15 per acre. I do understand that a lot of the 16 property is not developable. So it will 17 significantly reduce the overall impact. 18 Again, I go back to the statement that if 19 anything, whether it wins or moves past here, 09:47 20 please always remember that the Board of 21 County Commissioners, no matter what's decided 22 here, can change, can make a decision that's 23 completely different than ours. 24 MR. GOODLOE: Mr. Chairman, I have a 25 motion. TAYLOR REPORTING SERVICES, INCORPORATED</p> |

PLANNING BOARD REZONING HEARING - APRIL 1, 2013

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| <p style="text-align: right;">61</p> <p>1 MR. TATE: Please.</p> <p>2 (Motion by Mr. Goodloe.)</p> <p>3 MR. GOODLOE: I move that we recommend</p> <p>4 approval of the rezoning application as</p> <p>5 amended from VAG-2 to V-2, make this</p> <p>6 application to the Board of County</p> <p>7 Commissioners and adopt the Findings-of-Fact</p> <p>8 provided in the rezoning package here for</p> <p>9 Z-2013-04.</p> <p>09:48 10 MR. TATE: We have a motion. Do we have a</p> <p>11 second?</p> <p>12 MR. WINGATE: I second.</p> <p>13 MR. TATE: We have a motion and a second.</p> <p>14 All those in favor, signify by raising your</p> <p>15 right hand.</p> <p>16 (Board members vote.)</p> <p>17 MR. TATE: All those against?</p> <p>18 (Board members vote.)</p> <p>19 MR. TATE: The motion fails.</p> <p>09:48 20 (The motion fails three to two.)</p> <p>21 MR. TATE: At this point this ends this</p> <p>22 rezoning hearing case and we will take a</p> <p>23 12-minute break. We will move into our</p> <p>24 regular Planning Board meeting. Hold on just</p> <p>25 a minute, folks.</p> <p style="text-align: right;">TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">63</p> <p>1 (Board members vote.)</p> <p>2 MR. WINGATE: The motion carries three to</p> <p>3 two.</p> <p>4 (The motion passed three to two.)</p> <p>5 MR. WEST: One more little thing. I</p> <p>6 assume that that's based on -- you've rejected</p> <p>7 those findings that the staff made, so I</p> <p>8 assume that that's --</p> <p>9 MR. WOODWARD: It's based on the live</p> <p>09:50 10 testimony.</p> <p>11 MR. WEST: -- based on what was presented.</p> <p>12 MR. WOODWARD: Mr. West, that's -- the</p> <p>13 couching of that was based upon reviewing the</p> <p>14 exhibits as opposed to the findings, and,</p> <p>15 secondly, the consistency of the live</p> <p>16 testimony.</p> <p>17 MR. TATE: This rezoning hearing meeting</p> <p>18 is now adjourned. We'll begin our Planning</p> <p>19 Board meeting at five after.</p> <p>09:51 20 (The Rezoning Hearing concluded at 9:50</p> <p>21 a.m.)</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: right;">TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p style="text-align: right;">62</p> <p>1 MR. WEST: We need a Finding-of-Fact to</p> <p>2 send to the Board that there is not a</p> <p>3 rejection of this. You have to move to reject</p> <p>4 the amended request and then also have a set</p> <p>5 of findings that the Board of County</p> <p>6 Commissioners can consider when this goes to</p> <p>7 them.</p> <p>8 MR. WOODWARD: If you would put the six</p> <p>9 criteria back.</p> <p>09:49 10 I'll tag this as an amendment to my</p> <p>11 colleague's, that we find that the amendment</p> <p>12 as proposed -- he moved that it be accepted.</p> <p>13 My finding would be that we find it</p> <p>14 incompatible with surrounding uses, that it</p> <p>15 changes conditions, that it has a substantial</p> <p>16 and significant effect on the natural</p> <p>17 environment and it departs significantly from</p> <p>18 the development patterns.</p> <p>19 MR. TATE: Is that a motion to deny?</p> <p>09:50 20 MR. WOODWARD: That's a motion.</p> <p>21 MS. SINDEL: Second.</p> <p>22 MR. TATE: All those in favor, signify by</p> <p>23 raising your right hand.</p> <p>24 (Board members vote.)</p> <p>25 MR. TATE: All those against?</p> <p style="text-align: right;">TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p style="text-align: right;">64</p> <p>1 CERTIFICATE OF REPORTER</p> <p>2</p> <p>3 STATE OF FLORIDA</p> <p>4 COUNTY OF ESCAMBIA</p> <p>5</p> <p>6 I, LINDA V. CROWE, Court Reporter and</p> <p>7 Notary Public at Large in and for the State of</p> <p>8 Florida, hereby certify that the foregoing Pages 2</p> <p>9 through 63 both inclusive, comprise a full, true, and</p> <p>10 correct transcript of the proceeding; that said</p> <p>11 proceeding was taken down stenographically, and</p> <p>12 transcribed by means of a typewriter; that I am not a</p> <p>13 relative or employee or attorney or counsel of the</p> <p>14 parties, or relative or employee of such attorney or</p> <p>15 counsel, nor am I interested in this proceeding or</p> <p>16 its outcome.</p> <p>17 IN WITNESS WHEREOF, I have hereunto set my</p> <p>18 hand and affixed my official seal on 12th day of</p> <p>19 April 2013.</p> <p>20</p> <p>21</p> <p>22 LINDA V. CROWE, COURT REPORTER</p> <p>23 Notary Public - State of Florida</p> <p>24 My Commission No.: EE 860695</p> <p>25 My Commission Expires: 02-05-2017</p> <p style="text-align: right;">TAYLOR REPORTING SERVICES, INCORPORATED</p> |

Planning Board-Rezoning

4. A.

Meeting Date: 06/03/2013
CASE : Z-2013-04
APPLICANT: T.J. Monti, Agent for Ethel Nowak, Owner
ADDRESS: 2842 Nowak Dairy Road
PROPERTY REF. NO.: 36-1N-31-2000-000-000;36-1N-31-1200-000-000
MU-S, Mixed-Use
FUTURE LAND USE: Suburban
DISTRICT: 5
OVERLAY DISTRICT: N/A
BCC MEETING DATE: 07/11/2013

SUBMISSION DATA:

REQUESTED REZONING:

FROM: VAG-2, Villages Agriculture Districts, Gross Density (one du/five acres)

TO: V-2, Villages Single Family Residential, Gross Density (two du/acre)

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 (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 Mixed-Use Suburban (MU-S) Future Land Use (FLU) category is intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses. Range of allowable uses include: Residential, Retail and Services, Professional Office, Recreational Facilities, Public and Civic. The minimum residential density is two dwelling units per acre and the maximum residential density is ten dwelling units per acre.

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 V-2 **is consistent** with the intent and purpose of Future Land Use category MU-S as stated in CPP FLU 1.3.1. as the parcel is currently compatible with the allowable densities and uses within the FLU category. The parcel is accessing the existing public roads and if development occurs, the applicant may expand the use of utilities and service infrastructures.

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.

6.05.22 VAG 2-Gross density (one dwelling unit per five acres).

Minimum lot size = five acres unless clustered.

If clustered, minimum lot size = one acre.

A. Intent and purpose.

2. Intent and purpose of VAG 2 district. This district is characterized by the following types of agricultural lands:

- (a) Small rural land areas of highly productive agricultural soils that may not be economically viable in a mainstream farming operation due to their size, and changes being undertaken in the surrounding area; or
- (b) Rural land areas with a mix of small farm operations and a typical rural residential density of one unit per four acres. The soils of these areas are least valuable for agricultural production and most suitable for future conversion out of the rural land market; or
- (c) Rural land areas which are not being used to support large farming operations, and that are characterized by a mix of natural resources and soils typically unsuitable for urban residential densities or other urban uses unless sewerred.

6.05.24. V-2, Villages single-family residential--Gross density (two units per acre).

These maximum densities may or may not be attainable based on other code provisions and site-specific conditions.

A. Intent and purpose of V-1 through V-3 districts. Single-family detached residential district characterized by urban land development patterns with residential subdivision densities varying from one unit per acre to five units per acre. Mobile homes are not allowed. No minimum lot size is required for new subdivisions, but development must meet overall maximum density requirements. V-2A may be used in any AIPD overlay area with a compatible future land use designation. Density will be determined by the accident potential zone density allowed for their property, not to exceed three d.u./acre. In AIPD-2, density is limited to three d.u./acre. Refer to article 11 for uses and densities allowed in V, villages single-family residential areas located in the Airport/Airfield Environs. Structures within Airport/Airfield Environs, Zones, and Surfaces remain subject to the height definitions, height restrictions, and methods of height calculation set forth in article 11.

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code because the V-2 zoning district allows for single family residential development with more density and allowable uses, although the maximum densities may or may not be attainable based on other code provisions and site- specific conditions.

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 would **not be compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts VR-1 and VAG-2. There were 41 single family residential homes, and 8 vacant parcels, with the majority of the parcels being one acre in size. The request to V-2 would allow for two dwelling units per acre, which would contradict the surrounding VR-1 zoning which allows for one dwelling per four acres.

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 survey provided by the applicant, wetlands **were** indicated on the subject property, which may impact the amount of land to be developed for any future projects. When applicable, further review during the site plan review process will be necessary to determine the total acres that may be developed and 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 not** result in a logical and orderly development pattern. The

surrounding area is currently designated as village rural and village agriculture which depicts one acre in size or larger for a single family home. The request to V-2 would allow for two dwellings per acre unlike the existing low density development of one dwelling per four acres.

Attachments

Z-2013-04



ANDREA LN

VISTA LN

FOX QUARRY RD

MEANDER LN

HAMPSHIRE RD

TROUBLE LN

HADLEY LN

WENSEL DR

CARMODY HILL RD

ARGLE RD

PINEBROOK CIR

NOWAK DAIRY RD

S-HIGHWAY-97

HIGHWAY-297A

SHERRILANE DR

SANDICREST DR

SANDICREST DR

SUNDANCE LN

BYRON PL
MOUNTBATTEN DR

CREEKWOOD DR

DEVINE F



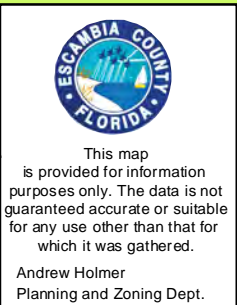
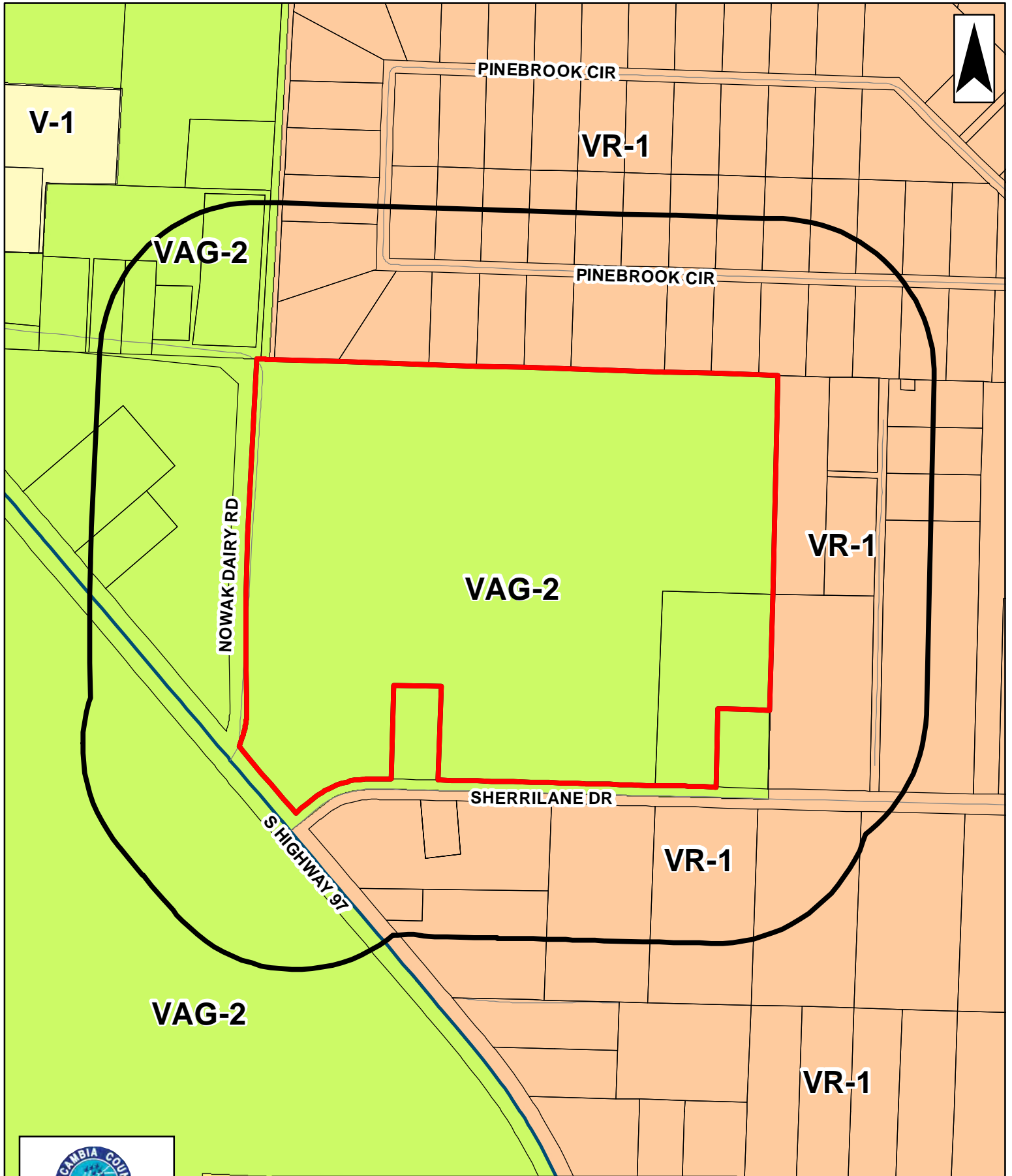
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2013-04 LOCATION MAP

0 1,000 2,000 3,000
Ft

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



Z-2013-04 500' RADIUS ZONING



- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



MU-S

MU-S

PINEBROOK CIR

PINEBROOK CIR

MU-S

NOWAK DAIRY RD

SHERRILANE DR

MU-S

S HIGHWAY 97

MU-S

MU-S



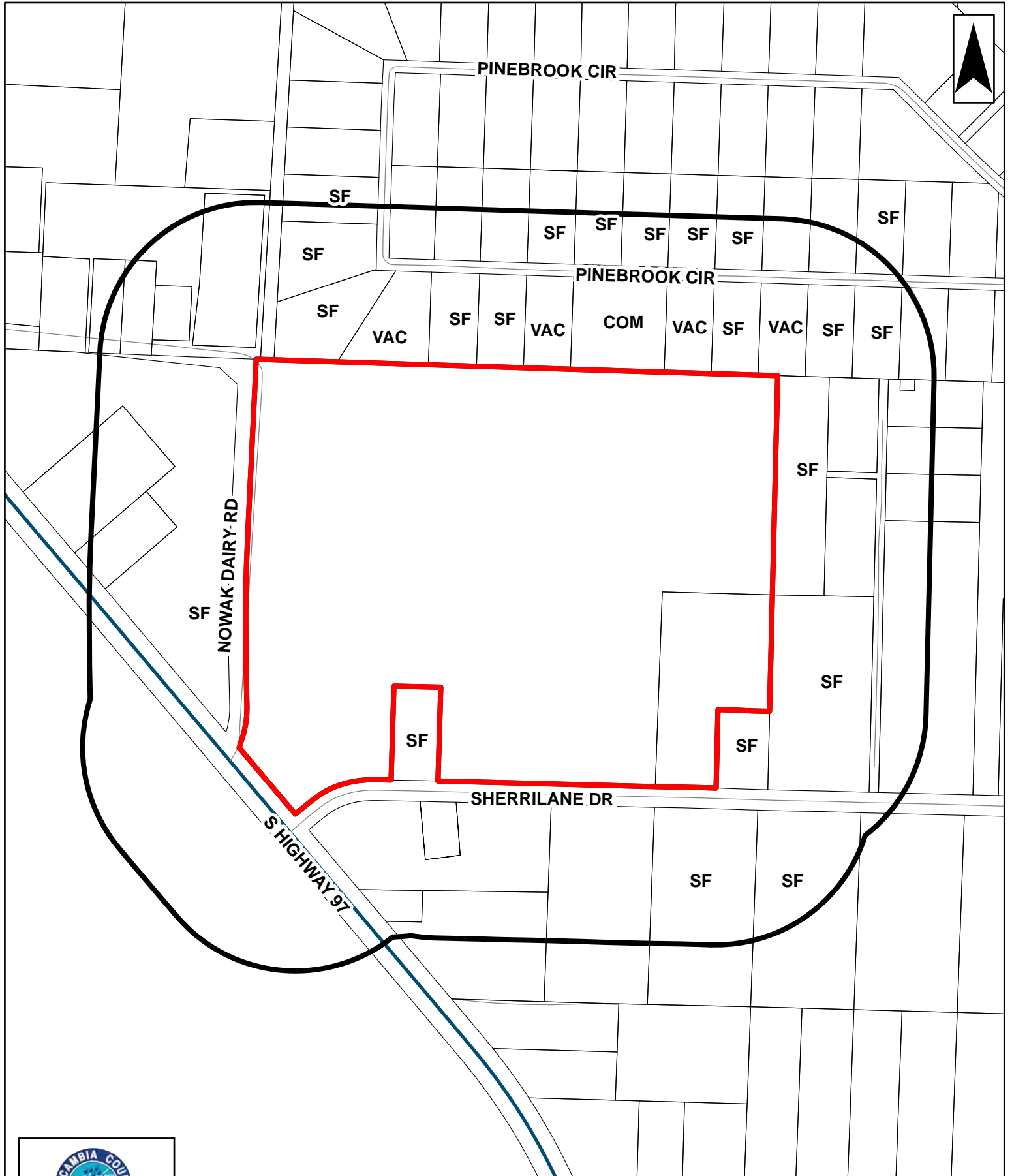
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2013-04 FUTURE LAND USE

0 400 800 1,200
Ft

- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



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-2013-04 EXISTING LAND USE

0 400 800 1,200
Ft

- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



PINEBROOK CIR

SHERRILANE DR

S HIGHWAY 97



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-2013-04 AERIAL MAP

0 300 600 900
Ft

- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



NOTICE OF PUBLIC HEARING REZONING

CASE NO.: Z-2013-04
CURRENT ZONING: VAG-2 PROPOSED ZONING: V-2

PLANNING BOARD

DATE: 06/03/13 TIME: 8:30AM

LOCATION OF HEARING

ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
ROOM 104 BOARD MEETING ROOM

BOARD OF COUNTY COMMISSIONERS

DATE: 07/11/13 TIME: 5:45PM

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 northwest along Highway 97
from subject property



Looking southeast along
Highway 97 from subject
property



Looking north down Nowak Dairy Road



Looking onto subject property from
Nowak Dairy Road



Looking north from the parcel on
Nowak Dairy Road



Looking southeast toward
Highway 97 and Sherrilane



S. Matthew Orrell, PLS
President

5588 JACKSON ROAD
MOBILE, ALABAMA 36619
(251) 666-2010
FAX (251) 666-1792

Darren M. Orrell, PLS
Secretary/Treasurer

Vincent D. LaCoste, II, P.E.
Vice President

J. Brett Orrell, PLS
Vice President

Escambia County Planning Department
3363 West Park Place
Pensacola, FL 32505

May 21, 2013

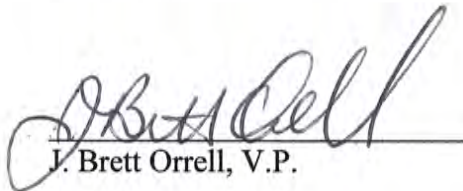
Re: Nowak Manor

To Whom It May Concern:

The property being located at 2842 Nowak Dairy Road, Cantonment, FL 32533 containing 47.9 acres more or less that is up for rezoning will now be represented by Mr. Buddy Page. The property was originally submitted as a V-3 designation and we request that the property come back to the planning board as a V-2 designation. We ask that this request be processed and allowed to go before the planning board on the June 3rd meeting.

Thanks for your time and consideration.

POLYSURVEYING



J. Brett Orrell, V.P.

JBO/dcm

Applicant Response to Required Criteria

Proposed Rezoning - Nowak Dairy Site

CRITERION (1)

Consistency with the Comprehensive Plan

Whether the proposed rezoning is consistent with the Comprehensive Plan.

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).

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 1.3.1 Future Land Use Categories. Intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses. Residential uses include Retail and Services, Professional Office, Recreational Facilities and Public and Civic uses.

Applicant Findings

The proposed V-2 amendment is consistent with the intent and purpose of as stated at CPP FLU 1.3.1 above.

CRITERION (2)

Consistent with the Land Development Code

Whether the proposed rezoning is in conflict with any portion of the Code and is consistent with the stated purpose and intent of the Code.

APPLICANT FINDINGS

The rezoning request is consistent with the intent and purpose of the Land Development Code as stated in 6.05.24.A which states in part "...residential densities varying from one to five units per acre>"

CRITERIA (3)

Compatible and the extent to which the proposed rezoning is compatible with existing and proposed uses in the area of the subject property.

APPLICANT FINDINGS

The "area" is comprised of a mixture of land use densities and the requested V-2 is compatible based upon the definition of "**compatibility**" adopted by the Planning Board and the Escambia Board of County Commissioners.

CRITERIA (4)

Changed conditions.

Whether and the extent to which there are any changed conditions that impact the rezoning of property(s).

APPLICANT FINDINGS

There are no recent changed conditions in the area.

CRITERIA (5)

Effect on natural environment.

Whether and to the extent to which the proposed rezoning would result in significant adverse impacts on the natural environment.

APPLICANT FINDINGS

Wetland areas within the development will fall under the jurisdiction of the County together with federal and state agencies and all plans will be submitted for review and approval prior to any development activity.

CRITERIA (6)

Development Patterns

Whether and the extent to which the proposed rezoning would result in a logical and orderly development pattern.

APPLICANT FINDINGS

The proposed rezoning would result in a logical and orderly development pattern. This portion of the County has been a favored residential development area as evidenced by the number and intensity of new subdivisions constructed of the past five to 10 years. The County has approved a number of nearby developments with a variety of compatible lot densities making this request consistent with existing patterns of single family residential neighborhoods.

POLY SURVEYING ENGINEERING

S. Matthew Orrell, PLS
President

5588 JACKSON ROAD
MOBILE, ALABAMA 36619
(251) 666-2010
FAX (251) 666-1792

Darren M. Orrell, PLS
Secretary/Treasurer

Vincent D. LaCoste, II, P.E.
Vice President

J. Brett Orrell, PLS
Vice President

February 5, 2013

Escambia County
Development Services Department
3363 W. Park Place
Pensacola, FL 32505

RE: Cantonment Property

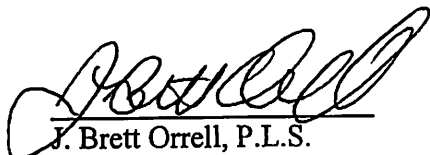
To Whom It May Concern:

We are submitting a re-zoning application for the property located at 2842 Nowak Rd., Cantonment, FL being property reference number 361N31-200-000-000. This property contains road frontage along Nowak Dairy Rd, Sherri Lane and South Highway 97. V-3 villages single family residential property. We are working on preliminary plans to submit a residential master plan for this site. The plan will provide frontage lots, along with an access to both Nowak Dairy Rd. & Sherri Lane for a total of two (2) accesses. There will be no direct access to South Highway 97 involved in this plan. Our client believes this location is ideal for a residential subdivision that will add character to the residentially zoned properties that surround this area. The plan for the residential property is to be complete in 25 lot phases, (with 10 frontage lots and 15 interior lots) until all frontage lots are developed. The current plan being developed will not exceed 100 lots because of wetland areas and lot size restrictions that the developer wants to maintain. The lots in the subdivision will be an average size of 85x130 foot minimum sized lots. We ask that the zoning be allowed to support the residential subdivision on this 44 acre site.

If you should have any question or require additional information, please advise.

Sincerely,

POLYSURVEYING



J. Brett Orrell, P.L.S.

JBO/kds



Development Services Department

Escambia County, Florida

APPLICATION

Please check application type:

☐ Administrative Appeal

☐ Development Order Extension

☐ Conditional Use Request for: _____

☐ Variance Request for: _____

☒ Rezoning Request from: VAG-2 to: V-3

Name & address of current owner(s) as shown on public records of Escambia County, FL

Owner(s) Name: ETHEL P. NOWAK

Phone: _____

Address: 3160 SANDICREST DRIVE CANTONMENT FL, 32533

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: 2842 NOWAK DAIRY ROAD CANTONMENT FL, 32533

Property Reference Number(s)/Legal Description: 361N31-2000-000-000

361N31-1200-000-000

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.

Ethel Nowak
Signature of Owner/Agent

Ethel Nowak
Printed Name Owner/Agent

2-16-13
Date

Signature of Owner

Printed Name of Owner

Date

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 16th day of February, 20 13,
by Ethel Nowak

Personally Known ☒ OR Produced Identification ☐. Type of Identification Produced: _____

My Commission Expires 3-25-17

Glenda A. Gailey
Signature of Notary
(notary seal must be affixed)

Glenda A. Gailey
Printed Name of Notary



GLEND A. GAILEY
Notary Public - State of Florida
My Comm Expires Mar 25, 2017
Commission # EE 860974
Bonded Through National Notary Ass

FOR OFFICE USE ONLY

CASE NUMBER: Z-2013-04

Meeting Date(s): APRIL 1, 2013

Accepted/Verified by: Kayla Meador

Date: 3/1/13

Fees Paid: \$ 1925.00

Receipt #: _____

Permit #: PRZ130200003

3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481



Development Services Department
Escambia County, Florida

FOR OFFICE USE:

CASE #: 2-2013-04

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 361N31-2000-000-000 + 361N31-1200-000-000

Property Address: 2842 NOWAK DAIRY ROAD CANTONMENT FLORIDA 32533

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 16th DAY OF February, YEAR OF 2013.

Ethel Nowak
Signature of Property Owner

Ethel Nowak
Printed Name of Property Owner

2-16-13
Date

Signature of Property Owner

Printed Name of Property Owner

Date



Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #: 2-2013-04

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 2842 NOWAK DAIRY ROAD,
Florida, property reference number(s) 361N31-2000-000-000 • 361N31-1200-000-000

I hereby designate DEVELOPMENT CONSULTING C/O T.J. MONTI 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 16th day of February the year of,
2013, 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: DEVELOPMENT CONSULTING C/O T.J. MONTI Email: TJ@GCSANDI.COM

Address: 5325 KOOIMAN ROAD THEODORE AL, 36582 Phone: 251-379-6175

Ethel Nowak
Signature of Property Owner

Ethel Nowak
Printed Name of Property Owner

2-16-13
Date

Signature of Property Owner

Printed Name of Property Owner

Date

STATE OF Florida

COUNTY OF Escambia

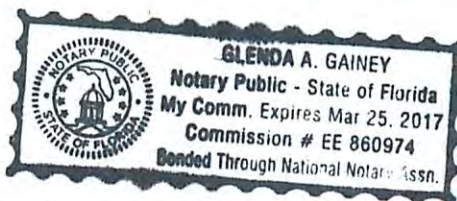
The foregoing instrument was acknowledged before me this 16th day of February 20 13
by Ethel Nowak.

Personally Known ☒ OR Produced Identification ☐ . Type of Identification Produced: _____

Glenda A. Gainey
Signature of Notary

Glenda A. Gainey
Printed Name of Notary

(Notary Seal)



Nowak Dairy Road
A Portion of Parcel: TA #29-1N-31-2000-000-000

File No: 6797

DEED DOC STAMPS PD @ ESC CO \$ 0.70
05/21/03 EMMIE LEE MAGNIA, CLERK
By: [Signature]

WARRANTY DEED

THIS DEED, made this 8th day of May, 2003, between Ethel P. Nowak, unmarried widow, whose address is 3160 Sandicrest Dr., Cantonment, FL 32533, as Grantor, and ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 223 Palafox Place, Pensacola, Florida, 32501, as Grantee.

WITNESSETH that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee and Grantee's successors and assigns forever, the following described land situated in Escambia County, Florida as described in:

EXHIBIT "A"

And the Grantor COVENANTS WITH Grantee that, except as noted, at the time of the delivery of this deed Grantor was well seized of the property; Grantor had good right and title to convey; Grantee shall have the peaceable and quiet possession thereof; Grantor shall fully warranty the title and defend it against the lawful claims of persons whomsoever; and Grantor will make further assurance as may be reasonably required to perfect the fee simple title in Grantee and Grantee's successors and assigns.

Provided, however, the GRANTOR reserve unto herself, her successors or assigns, ALL minerals, including oil and gas, on, in, or under said land, but as long as said land shall be used for Public, State or Federal highway purposes, GRANTOR shall not be permitted to use the surface of said land for purposes of drilling, mining, or extracting minerals on, in, or under said land or in anywise using the surface of said land in any manner inconsistent with the use as a Public, State or Federal highway.

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2002 and subsequent years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on day and year first above written.

Signed in the presence of:

[Signature]
Witness

JAMES F. NOWAK
Print or type name

[Signature]
Witness

Brenda W. Mackay
Print or type name

Ethel P. Nowak
Ethel P. Nowak

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 8th day of May 2003,
by Ethel P. Nowak, (☒) who is personally known to me, (☐) who produced current Florida/other
driver's license as identification, (☐) produced current identification. Type of identification
produced _____

(Notary Seal must be affixed)

BERNIE W. MANNING
Notary Public - State of FL
My Comm. Exp - 05/31/06
Comm. No. - DD97474

Bernie W Manning
Signature of Notary Public
Bernie W Manning
Printed Name of Notary Public

Commission Expires 5-31-06
Commission Number DD 97474

ACCEPTANCE

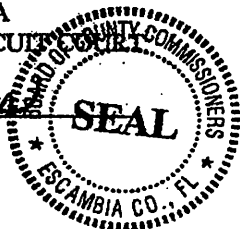
TITLE TO THE ABOVE PROPERTY accepted for public use by the Chairman on this 19th day
of May 2003, as authorized by action of the Board of County Commissioners of Escambia
County, Florida at its meeting held on 6-20-02

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Marie Young
Marie Young, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

Doris Z...
DEPUTY CLERK



This instrument prepared by:
John F. Jackson, Escarosa Land Research Company
prepared under the supervision of the County Attorney's office
Pursuant to the issuance of title insurance policy

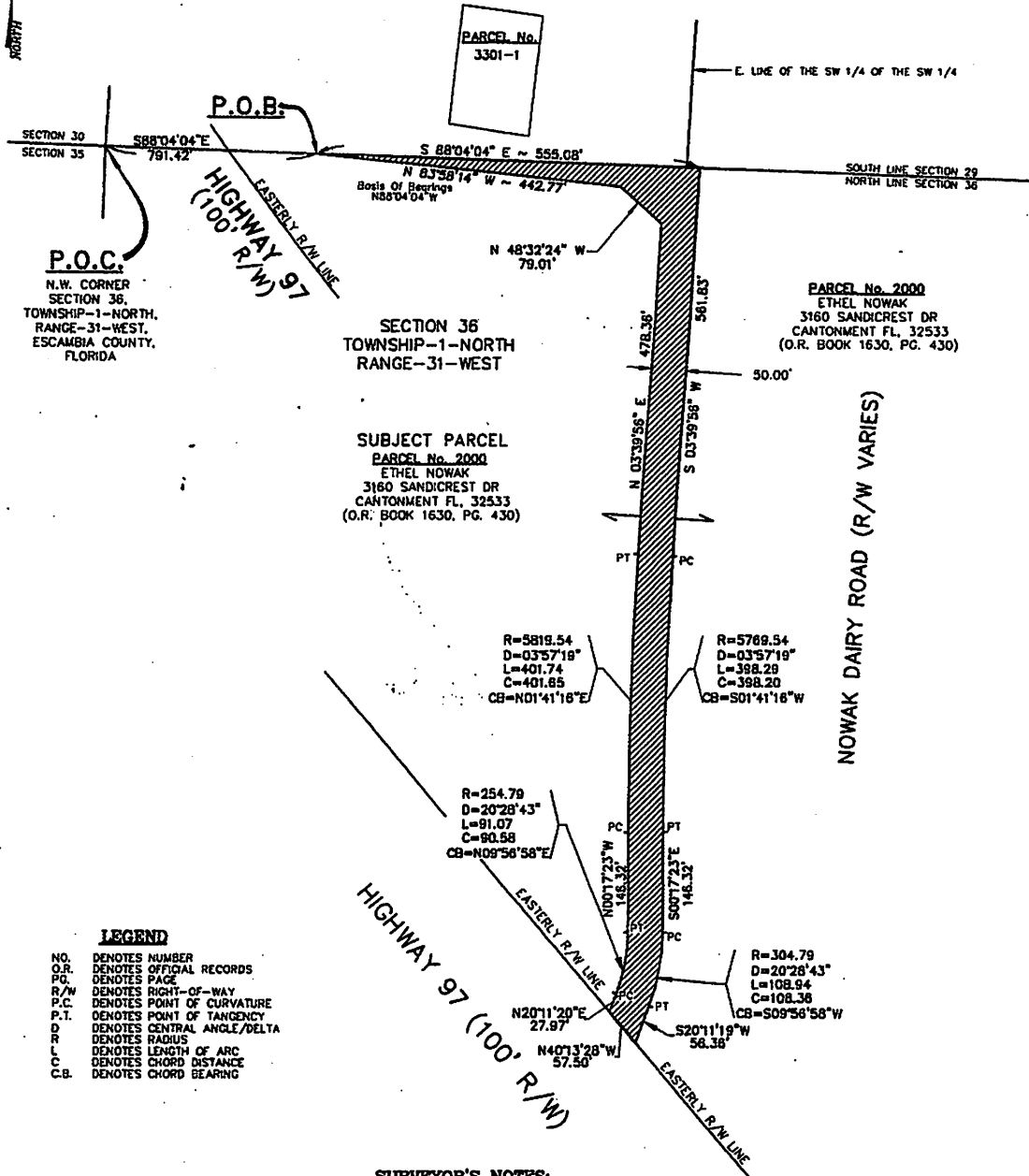
After recording please return to:
Escambia County Engineering
1190 West Leonard Street
Pensacola, FL 32501

A DESCRIPTION SKETCH
(NOT A BOUNDARY SURVEY)

Exhibit "A"

Scale: 1" = 200'

SECTION 29
TOWNSHIP-1-NORTH
RANGE-31-WEST



Drawn By: M.K./ACAO
Date: May 8, 2003
Field Book: L-420
Section, Township, Range: 29, T-1-N, R-31-W
TYPE OF SURVEY: DESCRIPTION DRAWING
Revisions:
Date:

ENGINEERING SERVICES
DEPARTMENT OF ENGINEERING, ESCAMBIA COUNTY, FLORIDA
Suite No. One, 1100 N. Leonard Street, Pensacola, Florida 32501-1118
Date of survey: 3/29/2003
Registered Land Surveyor No. 5878
The Description Drawing shown herein is true and correct and in compliance with the Minimum Technical Standards set forth by the Florida Board of Land Surveyors, pursuant to Chapter 61017-0, Florida Administrative Code and Section 472.027, Florida Statutes.

sheet 1 of two
DWG. NO. L-4476



A DESCRIPTION SKETCH
(NOT A BOUNDARY SURVEY)

RIGHT OF WAY ACQUISITION:

THAT PORTION OF TAX PARCEL NUMBER 36-1N-31-2000-000-000, AS RECORDED IN OFFICIAL RECORD BOOK 1630 AT PAGE 430, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING DESCRIBED RIGHT OF WAY, AND CONTAINING 73,025 SQUARE FEET, MORE OR LESS.

RIGHT OF WAY ACQUISITION (NOWAK DAIRY ROAD):

COMMENCE AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED SOUTH 88 DEGREES 04 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 791.42 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88 DEGREES 04 MINUTES 04 SECONDS EAST ALONG SAID NORTH SECTION LINE A DISTANCE OF 555.08 FEET; THENCE DEPARTING THE NORTH LINE OF SAID SECTION, PROCEED SOUTH 03 DEGREES 39 MINUTES 56 SECONDS WEST A DISTANCE OF 561.83 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 5769.54 FEET, A CENTRAL ANGLE OF 03 DEGREES 57 MINUTES 19 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 01 DEGREES 41 MINUTES 16 SECONDS WEST, 398.20 FEET; THENCE PROCEED SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 398.29 FEET TO A POINT OF TANGENCY; THENCE PROCEED SOUTH 00 DEGREES 17 MINUTES 23 SECONDS EAST A DISTANCE OF 146.32 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 304.79 FEET, A CENTRAL ANGLE OF 20 DEGREES 28 MINUTES 43 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 09 DEGREES 56 MINUTES 58 SECONDS WEST, 108.36 FEET; THENCE PROCEED SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 108.94 FEET TO A POINT OF TANGENCY; THENCE PROCEED SOUTH 20 DEGREES 11 MINUTES 19 SECONDS WEST A DISTANCE OF 56.36 FEET TO A POINT ON THE AFORESAID EASTERLY RIGHT OF WAY LINE OF HIGHWAY 97; THENCE PROCEED NORTH 40 DEGREES 13 MINUTES 28 SECONDS WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 57.50 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, PROCEED NORTH 20 DEGREES 11 MINUTES 20 SECONDS EAST A DISTANCE OF 27.97 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 254.79 FEET, A CENTRAL ANGLE OF 20 DEGREES 28 MINUTES 43 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 09 DEGREES 56 MINUTES 58 SECONDS EAST, 90.58 FEET; THENCE PROCEED NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 91.07 FEET TO A POINT OF TANGENCY; THENCE PROCEED NORTH 00 DEGREES 17 MINUTES 23 SECONDS WEST A DISTANCE OF 146.32 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 5819.54 FEET, A CENTRAL ANGLE OF 03 DEGREES 57 MINUTES 19 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 01 DEGREES 41 MINUTES 16 SECONDS EAST, 401.66 FEET; THENCE PROCEED NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 401.74 FEET TO A POINT OF TANGENCY; THENCE PROCEED NORTH 03 DEGREES 39 MINUTES 56 SECONDS EAST A DISTANCE OF 478.36 FEET; THENCE PROCEED NORTH 48 DEGREES 32 MINUTES 24 SECONDS WEST A DISTANCE OF 79.01 FEET; THENCE PROCEED NORTH 83 DEGREES 58 MINUTES 14 SECONDS WEST A DISTANCE OF 442.77 FEET TO THE POINT OF BEGINNING; CONTAINING 73,025 SQUARE FEET, MORE OR LESS. ALL LYING WITHIN SECTION 36 TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

RCD May 21, 2003 10:08 am
Escambia County, Florida

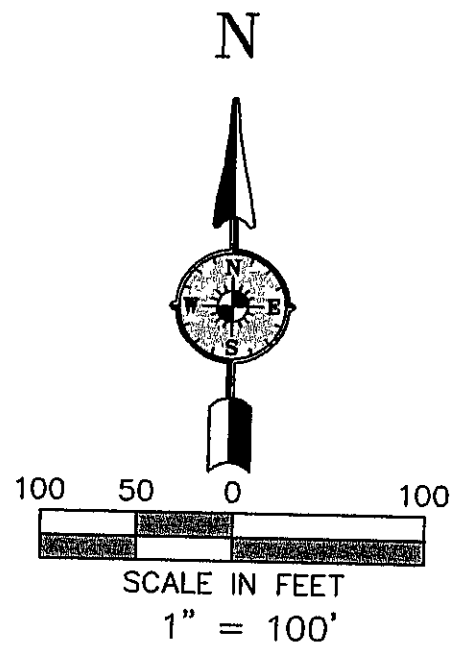
ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2003-098926

| | |
|---|-----------------------|
| Drawn By: MLC/JACD | Project No.: 20030006 |
| Date: May 8, 2003 | Drawing No.: L-4478 |
| Field Book: L-420 | Page: 36.17 |
| Section, Township, Range: 25, T-1-N, R-31-W | |
| TYPE OF SURVEY: DESCRIPTION DRAINING | |
| Revision: | Date: |

| | |
|--|------------------|
| ENGINEERING SERVICES | |
| DEPARTMENT OF ENGINEERING, ESCAMBIA COUNTY, FLORIDA | |
| Suite No. One, 1190 N. Leonard Street, Pensacola, Florida 32501-1118 | |
| Date of survey: 3/29/2003 | Signature: |
| Registered Land Surveyor No. 5575 | State of Florida |
| The Description Drawing shown herein is true and correct and is compliant with the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Chapter 61017-6, Florida Administrative Code and Section 472.037, Florida Statutes. | |

sheet 2 of two
DWG. NO. L-4476





| CURVE TABLE | | | | | |
|-------------|---------------|---------|----------|----------------|----------------------|
| CURVE | CH BEARING | CH DIST | RADIUS | ARC LENGTH (A) | ARC LENGTH (R) DELTA |
| C1 | S 66°37'55" W | 186.98' | 262.53' | 191.18' | 41°43'25" |
| C2 | N 5°56'53" E | 108.30' | 304.79' | 108.88' | 20°28'05" |
| C3 | N 2°19'07" W | 398.08' | 5769.54' | 398.16' | 3°57'14" |
| C4 | S 41°37'57" E | 339.70' | 3769.83' | 339.82' | 5°09'53" |

| LINE TABLE | | | | |
|------------|---------------|--------------|---------------|--------------|
| LINE | BEARING (A) | DISTANCE (A) | BEARING (R) | DISTANCE (R) |
| L1 | S 87°09'26" W | 43.38' | S 87°28'06" W | 43.60' |
| L2 | S 45°47'27" W | 73.72' | S 45°46'49" W | 50.00' |
| L3 | N 16°07'29" E | 55.59' | N 16°11'53" E | 56.36' |
| L4 | N 41°7'39" W | 146.36' | N 41°6'49" W | 146.32' |
| L5 | N 88°01'14" E | 21.77' | N 87°56'30" E | 21.81' |
| L6 | S 1°31'52" E | 7.82' | S 1°05'50" E | 7.89' |

LEGEND

CT = CRIMP TOP IRON PIPE FOUND
OT = OPEN TOP IRON PIPE FOUND
CR1 = 1/2" CAPPED REBAR IRON FOUND (BUTLER)
CR2 = 1/2" CAPPED REBAR IRON FOUND (LANDS ENG LB # 6832)
CR3 = 1/2" CAPPED REBAR IRON FOUND (NEF ENG CORP # 4887)
CR4 = 1/2" CAPPED REBAR IRON FOUND (PGA)
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCING
---X---X--- = FENCE LINE
(R) = RECORD TIE TAKEN FROM DEED
(A) = ACTUAL MEASURED TIE
PRM = PERMANENT REFERENCE MONUMENT

NOTES

1. TYPE OF SURVEY: BOUNDARY
2. BEARING BASED ON AS-BUILT SURVEY BY BUTLER & ASSOCIATES OF PENSACOLA, DATED 07-02-2010 (NORTH REFERENCED AS PER RIGHT-OF-WAY LINE OF STATE ROAD S-97 BEARING S44°12'20"E)

P.O.C.

N.W. COR. OF SEC. 36
T-1-N, R-31-W
ESCAMBIA CO. FL.

N 87°56'30" E 178.16'
(RECORD TIE NOT CHAINED)

NOWAK DAIRY ROAD (RIGHT-OF-WAY VARIES)

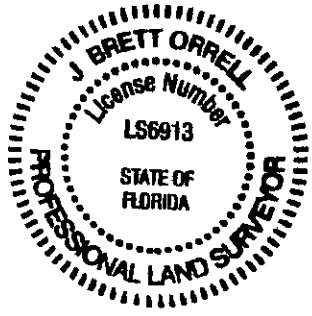
STATE HIGHWAY 97 (100' RIGHT-OF-WAY)
(RECORD TIE NOT CHAINED)

47.98 ACRES
NO IMPROVEMENTS SHOWN, IF ANY EXIST

REFERENCE NO. 361N312000000000

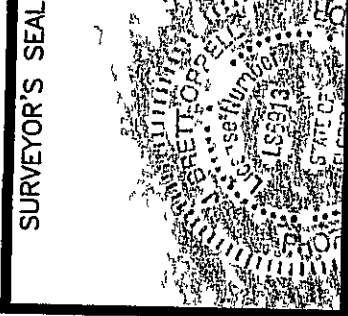
REFERENCE NO. 361N311200000000

SHERRLANE DRIVE (66' RIGHT-OF-WAY)



BOUNDARY
SURVEY
CANTONMENT, FL.

**POLY SURVEYING
ENGINEERING**
588 JACKSON RD.
MISSISSIPPI
PHONE (228) 265-2343
FAX (228) 265-2737
E-Mail: MAIL@Polysurveying.Com
Internet: www.Polysurveying.Com



REVISIONS
BOUNDARY
02-26-2013
DATE 02-05-2013
DATE SURVEYED
02-04-2013
SCALE 1"=100'
FILE 1301-091
S-(43)
DRAWN BY T.D.F.

SHEET NO
1/1



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

Meeting Date: 6-23

Rezoning Quasi-judicial Hearing

Rezoning Case #: 2013-04

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

☒ In Favor ☐ Against

*Name: BUDDY PAGE

*Address: 5337 Hamilton *City, State, Zip: PAGE, 32571

Email Address: budpage1@mchsi.com Phone: 232-9853

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.

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project
 Engineer

Escambia County Planning Board
 Public Hearing
 Speaker Request Form

Please Print Clearly

Meeting Date: June 3rd 2013

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-04

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

X In Favor _____ Against

Nowak Dairy

*Name: Brett Orrell

*Address: 5588 Jackson Rd. *City, State, Zip: Mobile, AL 36619

Email Address: brett@polysurveying.com Phone: 251-666-2010

Please indicate if you:

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 ESCAMBIA COUNTY, FLORIDA

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project
 Engineer

Escambia County Planning Board
 Public Hearing
 Speaker Request Form

Please Print Clearly

Meeting Date: 6/3/13

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z2013-04

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

X In Favor _____ Against

*Name: VINCE LA COSTE

*Address: 1750 WINTERBERRY ST *City, State, Zip: MOBILE, AL 36695

Email Address: vince.lacoste@gmail.com Phone: 251-666-2010

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6/13/13

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z 2013-04

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: Wells, James E

*Address: 2016 Sherrillane Drive *City, State, Zip: Cantonment FL 32539

Email Address: jrmwells@bellsouth.net Phone: 850 474 4006

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 06 03 13

Rezoning Quasi-judicial Hearing

Rezoning Case #: 2-2013-04

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

 In Favor ✓ Against

*Name: William Thompson

*Address: 2612 SHERIDANE DR. *City, State, Zip: CANTONMENT

Email Address: WThompson3@panhandle.rr.com Phone: 977-8609

Please indicate if you:

- ☐ would like to be notified of any further action related to the public hearing item.
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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6-3-13

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-04

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

 In Favor X Against

*Name: Richard Moya

*Address: 2872 Sherrilane Dr. *City, State, Zip: Cantonment, FL 32533

Email Address: rmoya@panhandle.rr.com Phone: 850-679-4252

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6/13/13

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-04

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

 In Favor ✓ Against

*Name: Marl F. Henderly

*Address: 2715 Sherrilane Dr. *City, State, Zip: Laurens, GA 30243

Email Address: khenderly@live.com Phone: 478-6094

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6/3/13

Rezoning Quasi-judicial Hearing

Rezoning Case #: ~~20134~~ 201304 OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against _____

*Name: Dominique Hudgens

*Address: 2100 Sherrilane Dr. *City, State, Zip: Cantonment, FL 32533

Email Address: _____ Phone: 950-499-5123

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(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6/3/13

Rezoning Quasi-judicial Hearing

Rezoning Case #: 2013 04

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ☒ Against

*Name: Jeanne Henderly

*Address: 2715 Sherrilane Dr. *City, State, Zip: Cantonment

Email Address: nonij474@yahoo.com Phone: 478-6054

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6/3/18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-04

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

X In Favor X Against

*Name: Peter Hurd

*Address: 2662 Sherrill Dr *City, State, Zip: Canton, FL 32533

Email Address: Pchurd@yahoo.com Phone: 736 9373

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6-3-13

Rezoning Quasi-judicial Hearing

Rezoning Case #: 2-2013-04

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor 8 Against _____

*Name: Jack Walters

*Address: 3186 Creekwood ST. *City, State, Zip: Crestview, FL.

Email Address: _____ Phone: _____

Please indicate if you:

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6-3-13

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-04

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ☒ Against

*Name: Jan Walters

*Address: 2455 Sherrilane Dr *City, State, Zip: Cantonment FL 32533

Email Address: perfectpeace378@gmail.com Phone: 850-474-1826

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 03 JUN 2013

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-04

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ☒ Against

*Name: CARTER GRANAT

*Address: 697 Pinebrook Cir. *City, State, Zip: CANTONMENT, FL 32533

Email Address: Carter.granat@Navy.mil Phone: 850-206-8138

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 06-03-13

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-12

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ☒ Against

*Name: LYNN McNorton

*Address: 2555 Shoreline Dr *City, State, Zip: Cantonment, FL 32535

Email Address: RLMTP5@aol.com Phone: 850-476-1602

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DID NOT
SPEAK

NOT PRESENT

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 03 JUNE '13

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-04

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ☒ Against

*Name: Riley Robinson

*Address: 2560 SHERIDANE DR *City, State, Zip: CANTONMENT

Email Address: _____ Phone: 982-2096

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 4-1-13

Rezoning Quasi-judicial Hearing

Rezoning Case #: 22013-004

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

X In Favor _____ Against

*Name: T. S. Monti

*Address: 25606 Overlook Dr. *City, State, Zip: Loxley AL 36551

Email Address: tj@qcsaudi.com Phone: 251-379-6175

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☐ I do not wish to speak but would like to be notified of any further action related to the public hearing item.

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**Escambia County Planning Board
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Speaker Request Form**

Please Print Clearly

Meeting Date: 4/1/13

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-004

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

☒ In Favor ☐ Against

*Name: VINCE LAPOSTOLLE

*Address: 1750 WINTERBURY ST. *City, State, Zip: MOBILE AL 36695

Email Address: vince@polysurveying.com Phone: 251-379-0716

Please indicate if you:

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**Escambia County Planning Board
Public Hearing
Speaker Request Form**

Please Print Clearly

Meeting Date: 4-1-13

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

X In Favor _____ Against

Z-2013-04

*Name: Brett Orrell

*Address: 5588 Jackson Rd. *City, State, Zip: Mobile, AL 36619

Email Address: brett@polysurveying.com Phone: 251-666-2010

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: _____

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-04

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: RON ROUGEAN

*Address: 2684 Sandicrest Dr *City, State, Zip: Cantonment FL 32533

Email Address: _____ Phone: 850-477-6711

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Escambia County Planning Board Public Hearing Speaker Request Form

Please Print Clearly

Meeting Date: 01 APR 13

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ☒ Against

*Name: CARTER GRANAT

*Address: 697 Pinebrook Circle *City, State, Zip: Cantonment FL 32533

Email Address: Carter.Granat@navy.mil Phone: 850-206-8138

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Escambia County Planning Board Public Hearing Speaker Request Form

Please Print Clearly

Meeting Date: 4/1/13

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z 2013-04

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: James E. Wells

*Address: 2663 Sherrilane Dr *City, State, Zip: Centurion Fla 32533

Email Address: _____ Phone: 850-474-4006

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 4/1/13

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-04

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Jeanne Henderly

*Address: 2715 Sherrilane Dr. *City, State, Zip: Cantonment

Email Address: _____ Phone: 478-6054

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**Escambia County Planning Board
Public Hearing
Speaker Request Form**

Please Print Clearly

Meeting Date: 4/1/13

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-04

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against _____

*Name: Richard "Dicky" Moyer

*Address: 2872 Sherrilane Dr. *City, State, Zip: Cantonment, FL 32533

Email Address: rmoyle@panhandle.rr.com Phone: 850-679-4252

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 4/11/2013

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-04

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: BLAKE GOODWIN

*Address: 2710 SANDILEST DR. *City, State, Zip: Cantonment, FL 32533

Email Address: _____ Phone: 850-479-3864

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: _____

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-04 OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ☒ Against _____

*Name: JOHN MARKOWITZ

*Address: 725 PINEBROOK CIRCLE *City, State, Zip: PANAMA CITY FL

Email Address: jmarkowitz@panafl.edu Phone: 982-3401

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 and granted uniform time to speak (normally 3 – 5 minutes).
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4. Please keep your remarks BRIEF and FACTUAL.
5. 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.
6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.



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
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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 2/11/13

Rezoning Quasi-Judicial Hearing

Rezoning Case #: 22013-04

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ☒ Against

*Name: Ramani Cantrell

*Address: 2539 Sherrilane Dr *City, State, Zip: Cantonment, FL

Email Address: _____ Phone: _____

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 4/1/13

Rezoning Quasi-judicial Hearing

Rezoning Case #: 2-2013-04

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Peter C. Hurd

*Address: 2662 Shoreline Dr *City, State, Zip: Cantonment, FL 32533

Email Address: _____ Phone: 736-9373

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 11/1/13

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-04

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ☒ Against

*Name: Karl F. Henderly

*Address: 2715 Sherrilane Dr. *City, State, Zip: Camden, FL 32533

Email Address: KHenderly@live.com Phone: 4178-6054

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: _____

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Dominique Hudgens

*Address: 2700 Sherrilane Dr *City, State, Zip: Contonment, FL 33513

Email Address: _____ Phone: (850) 499-5123

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1 April

Rezoning Quasi-judicial Hearing

Rezoning Case #: R-2013-04

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ☒ Against

*Name: William Thompson

*Address: 2612 SHERRICANE DR *City, State, Zip: Carletonville, FL 32533

Email Address: wthompson3@panhandle.cc.fl.gov Phone: 477-8609

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DID NOT
SPEAK

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 4/1/13

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-04

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ☒ Against

*Name: Judi Browning

*Address: 2690 Sandicrest Dr. *City, State, Zip: Cantonment, FL 32533

Email Address: _____ Phone: 850-411-3737

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Z-2013-11

PLANNING BOARD REZONING HEARINGS - JUNE 3, 2013

| | |
|--|--|
| <div>9</div> <div>1 MR. WOODWARD: Mr. Chairman, I move they</div> <div>2 be accepted as experts in the field.</div> <div>3 MR. TATE: Thank you. We have a motion.</div> <div>4 Do we have a second?</div> <div>5 MS. DAVIS: Second.</div> <div>6 MR. BRISKE: A motion and a second. All</div> <div>7 those in favor, say aye.</div> <div>8 (Board members vote.)</div> <div>9 MR. BRISKE: Opposed?</div> <div>10 (None.)</div> <div>11 MR. BRISKE: The motion carries.</div> <div>12 (The motion passed unanimously.)</div> <div>13 MR. BRISKE: The rezoning hearing package</div> <div>14 for June 3rd, 2013 and the staff's</div> <div>15 Findings-of-Fact have been previously provided</div> <div>16 to these Board members. The Chair will</div> <div>17 entertain a motion to accept that rezoning</div> <div>18 hearing package with the staff findings and</div> <div>19 the legal advertisement into evidence.</div> <div>20 MR. GOODLOE: So moved.</div> <div>21 MR. BRISKE: A motion. Do we have a</div> <div>22 second?</div> <div>23 MS. SINDEL: Second.</div> <div>24 MR. BRISKE: We have a second. All those</div> <div>25 in favor, please say aye.</div> <div>TAYLOR REPORTING SERVICES, INCORPORATED</div> | <div>11</div> <div>1 * * *</div> <div>2 CASE NO: Z-2013-11</div> <div>Location: 10200 Pensacola Boulevard</div> <div>3 Parcel: 09-1S-30-1101-000-009</div> <div>From: C-1, Retail Commercial District,</div> <div>4 (cumulative) (25 du/acre)</div> <div>To: C-2, General Commercial and Light</div> <div>5 Manufacturing District (cumulative)</div> <div>(25 du/acre)</div> <div>6 FLU Category: Commercial</div> <div>BCC District: 5</div> <div>7 Requested by: Frank J. Sanders, Owner</div> <div>8 MR. BRISKE: So our first rezoning</div> <div>9 application is Case Number Z-2013-11. It is</div> <div>10 requested by the Applicant, Frank Sanders, the</div> <div>11 owner, 10200 Pensacola Boulevard, from a C-1,</div> <div>12 Retail Commercial District, to a C-2, General</div> <div>13 Commercial Light Manufacturing District.</div> <div>14 I'll now ask members of the Board if</div> <div>15 there's been any ex parte communications on</div> <div>16 this case between you, the applicant, the</div> <div>17 applicant's agents, attorneys, witnesses,</div> <div>18 fellow Planning Board members or anyone from</div> <div>19 the general public prior to this hearing?</div> <div>20 I'll also ask that you disclose if you have</div> <div>21 visited the subject property. And also</div> <div>22 disclose if you are a relative or business</div> <div>23 associate of the applicant or the applicant's</div> <div>24 agents. We'll start with Ms. Oram.</div> <div>25 MS. ORAM: No to all.</div> <div>TAYLOR REPORTING SERVICES, INCORPORATED</div> |
| <div>10</div> <div>1 (Board members vote.)</div> <div>2 MR. BRISKE: Anyone opposed?</div> <div>3 (None.)</div> <div>4 MR. BRISKE: The motion carries.</div> <div>5 (The motion passed unanimously.)</div> <div>6 MR. BRISKE: The rezoning hearing package</div> <div>7 with the staff's Findings-of-Fact and the</div> <div>8 legal advertisement will be marked and</div> <div>9 included in the record as Composite Exhibit A</div> <div>10 for all of today's cases.</div> <div>11 (Composite Exhibit A, Rezoning Hearing</div> <div>12 Package and Legal Advertisement, was</div> <div>13 identified and admitted.)</div> <div>14 MR. BRISKE: I believe we have three</div> <div>15 rezoning requests today. We'll move directly</div> <div>16 into them. I will remind everyone that we do</div> <div>17 have a court reporter here who is recording</div> <div>18 the transcript of the meeting, so please make</div> <div>19 sure to speak into the microphone when you</div> <div>20 come up. We can only have one person speaking</div> <div>21 at a time because she's doing that.</div> <div>22 (Transcript continues on Page 11.)</div> <div>23 * * *</div> <div>24</div> <div>25</div> <div>TAYLOR REPORTING SERVICES, INCORPORATED</div> | <div>12</div> <div>1 MR. GOODLOE: No to all except I am</div> <div>2 familiar with the site.</div> <div>3 MR. WOODWARD: No to all.</div> <div>4 MR. BRISKE: The Chairman. No to all.</div> <div>5 MS. DAVIS: No, to all the above.</div> <div>6 MR. WINGATE: No comment, but I did visit</div> <div>7 the site.</div> <div>8 MS. SINDEL: No to all.</div> <div>9 MR. BRISKE: You will notice that our</div> <div>10 school board member Ms. Hightower is not with</div> <div>11 us today, as well as we've noted that Mr. Tate</div> <div>12 is out, as well.</div> <div>13 Staff, was notice of the hearing sent to</div> <div>14 all interested parties?</div> <div>15 MS. MEADOR: Yes, sir.</div> <div>16 MR. BRISKE: Was that notice also posted</div> <div>17 on the subject property?</div> <div>18 MS. MEADOR: Yes, sir.</div> <div>19 MR. BRISKE: If there are no objections</div> <div>20 from Mr. Sanders, the staff will now present</div> <div>21 the maps and photography.</div> <div>22 (Presentation of Maps and Photographs.)</div> <div>23 MR. FISHER: John Fisher, urban planner.</div> <div>24 This is rezoning Case Z-2013-11. This is from</div> <div>25 a C-1, Retail Commercial District, to a C-2,</div> <div>TAYLOR REPORTING SERVICES, INCORPORATED</div> |

PLANNING BOARD REZONING HEARINGS - JUNE 3, 2013

| | |
|--|---|
| <p>13</p> <p>1 General Commercial and Light Manufacturing 2 District. 3 These are locational and wetland maps. 4 You can see there's no wetlands on the 5 property. This is the 500-foot zoning map. 6 This is the Future Land Use map. You can see 7 where it's zoned Commercial. This is the 8 existing land use map. This is our aerial. 9 This is the public hearing sign. This is 10 looking north along Pensacola Boulevard and 11 the subject property. This is looking 12 northeast. This is looking east onto the 13 subject property. Looking southeast. This is 14 looking south along Pensacola Boulevard and 15 the subject property. Looking southwest from 16 the subject property. This is looking west 17 from the subject property. And looking 18 northwest from the subject property. This is 19 our 500-foot radius map from the Property 20 Appraiser and all the mailing list with the 21 500-foot radius. That concludes the maps and 22 photographs. 23 MR. BRISKE: Thank you, John. 24 Board members, are there any questions 25 about the maps or photography at this time? TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p>15</p> <p>1 MR. BRISKE: In cases where the staff's 2 Findings-of-Fact are in agreement with the 3 applicant's application and there's no real 4 issues with it, the Board members do review 5 these packages before the meeting, so 6 sometimes in an effort to save time we can 7 expedite them as long as there's no one here 8 to speak or oppose them. But we still do want 9 to get you on the record, so if you would, 10 please state your full name and address for 11 the record. 12 MR. SANDERS: Frank J. Sanders, 10300 13 Pensacola Boulevard, Pensacola, Florida, 14 32534. 15 MR. BRISKE: Did you receive a copy of 16 the rezoning hearing package with the staff's 17 findings? 18 MR. SANDERS: Yes, sir. 19 MR. BRISKE: Do you understand that it is 20 your burden to provide the substantial 21 competent evidence that the rezoning is 22 consistent with the Comprehensive Plan, 23 furthers those goals, objectives and policies, 24 and is not in conflict with the Land 25 Development Code? TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p>14</p> <p>1 MR. WOODWARD: What are the two streets, 2 the east and west boundary streets? 3 MR. FISHER: We have Ten Mile to the north 4 and Nine and a Half to the south. 5 MR. WOODWARD: And there are no 6 intervening streets anywhere going between 7 Pensacola Boulevard and Palafox? Can you go a 8 mile without -- 9 MR. FISHER: It's a half mile. 10 MR. WOODWARD: Ten Mile and Nine Mile 11 Road? 12 MR. FISHER: Nine and a Half. 13 MR. BRISKE: Any other questions? All 14 right. 15 Mr. Sanders, would you please come 16 forward? Good morning. We'll have you sworn 17 in. 18 MS. DAVIS: Mr. Chairman, may I interrupt 19 for just a minute? Are there any speakers for 20 this? 21 MR. BRISKE: I do not have any signed up 22 to speak on this one at this time. 23 MS. DAVIS: In that case with your 24 permission I would like to make a motion that 25 we accept the findings. TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p>16</p> <p>1 MR. SANDERS: Yes, sir. 2 MR. BRISKE: We've heard from Ms. Davis 3 that she is ready to make a motion, however, 4 you have an opportunity to say anything you 5 want on the record. 6 MR. SANDERS: No, sir. 7 MR. BRISKE: I'm sorry, we didn't swear 8 him in. I'm getting ahead of myself. 9 (Frank J. Sanders sworn.) 10 MR. BRISKE: Ms. Davis, you have the 11 floor. 12 (Motion by Ms. Davis.) 13 MS. DAVIS: I move that we recommend 14 approval of the rezoning application to the 15 Board of County Commissioners and adopt the 16 Findings-of-Fact presented by the staff for 17 Case Z-2013-11. 18 MS. SINDEL: Second. 19 MR. BRISKE: A motion and a second. Any 20 discussion? All those in favor, say aye. 21 (Board members vote.) 22 MR. BRISKE: Opposed motion? None. The 23 motion carries. Good luck to you sir. 24 (The motion passed unanimously. The 25 transcript continues on Page 17.) TAYLOR REPORTING SERVICES, INCORPORATED</p> |

Planning Board-Rezoning

4. B.

Meeting Date: 06/03/2013
CASE : Z-2013-11
APPLICANT: Frank J Sanders, Owner
ADDRESS: 10200 Pensacola Boulevard
PROPERTY REF. NO.: 09-1S-30-1101-000-009
FUTURE LAND USE: C, Commercial
DISTRICT: 5
OVERLAY DISTRICT: N/A
BCC MEETING DATE: 07/11/2013

SUBMISSION DATA:

REQUESTED REZONING:

FROM: C-1, Retail Commercial District (cumulative) (25 du/acre)

TO: C-2, General Commercial and Light Manufacturing District (cumulative) (25 du/acre)

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 (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 Commercial (C) Future Land Use (FLU) category is intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The maximum residential density is 25 dwelling units per acre.

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 C-2 **is consistent** with the intent and purpose of Commercial Future Land Use category as stated in CPP FLU 1.3.1 because the current future land use category allows for various commercial operations. The request to C-1 is consistent with FLU 1.5.3 due to the fact the parcel will be using the existing public roads, utilities and service infrastructure and furthermore encouraging redevelopment of underutilized property.

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.

6.05.14. C-1 retail commercial district (cumulative). This district is composed of lands and structures used primarily to provide for the retailing of commodities and the furnishing of selected services. The district provides for various commercial operations where all such operations are within the confines of the building and do not produce undesirable effects on nearby property. New residential uses located in a commercial FLU category are only permitted as part of a predominantly commercial development in accordance with Policy FLU 1.3.1 of the Comprehensive Plan.

6.05.16. C-2 General Commercial and Light Manufacturing District (cumulative). This district is composed of certain land and structures used to provide for the wholesaling and retailing of commodities and the furnishing of several major services and selected trade shops. The district also provides for operations entailing manufacturing, fabrication and assembly operations where all such operations are within the confines of the building and do not produce excessive noise, vibration, dust, smoke, fumes or excessive glare. Outside storage is allowed with adequate screening being provided (see section 7.01.06.E.).

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The parcel fronts along Pensacola Blvd, a major commercial arterial roadway and the north adjcant parcel is also currently zoned C-2.

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. Within the 500' radius impact area, staff observed properties with zoning districts C-1, C-2 and ID-1. There are seven vacant parcels, two churches, 15 Commercial parcels, and four single family residents

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 not** 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.

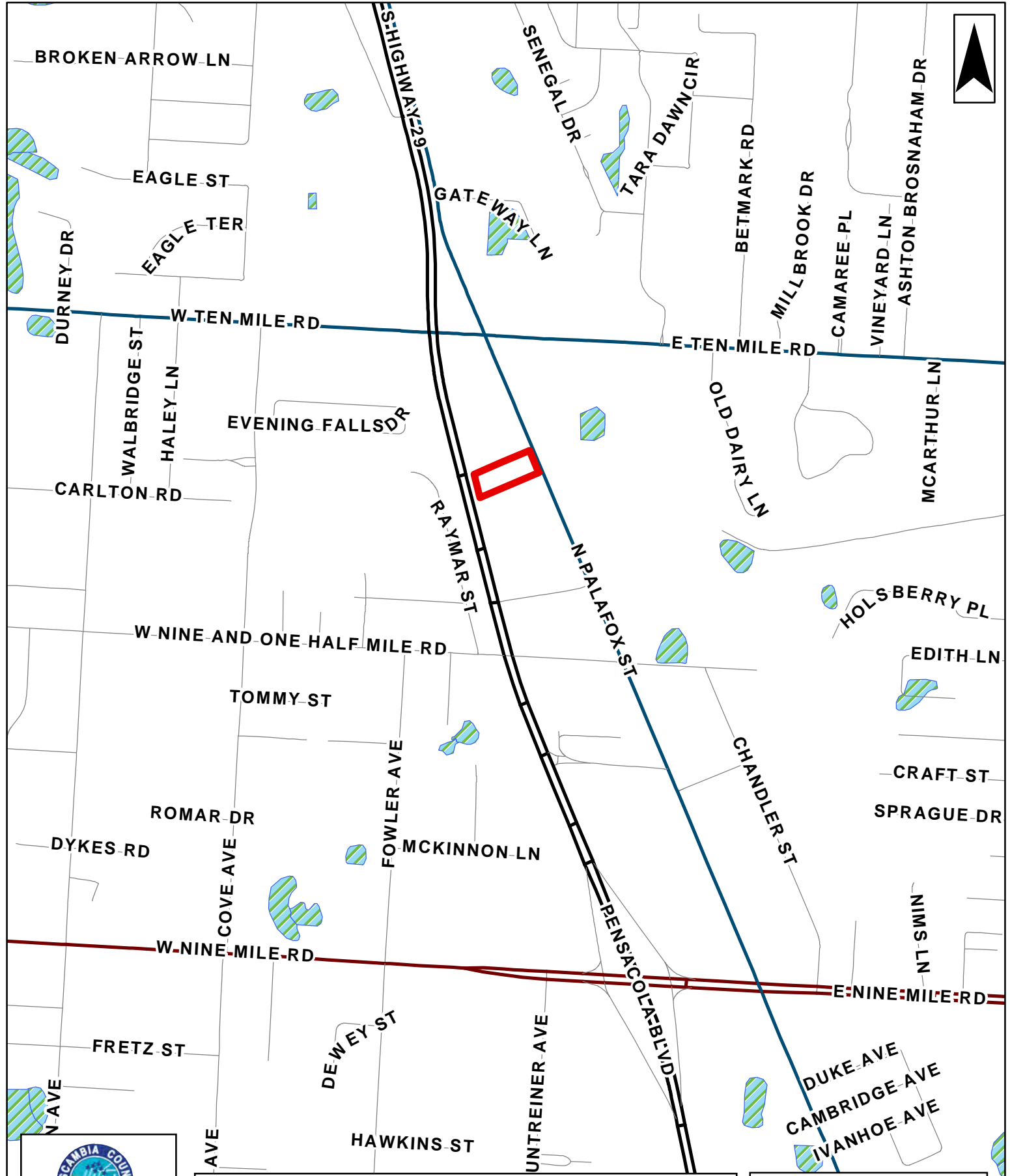
CRITERION (6)


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 there are adjacent parcels already zoned C-2 and the parcel meets all criteria.

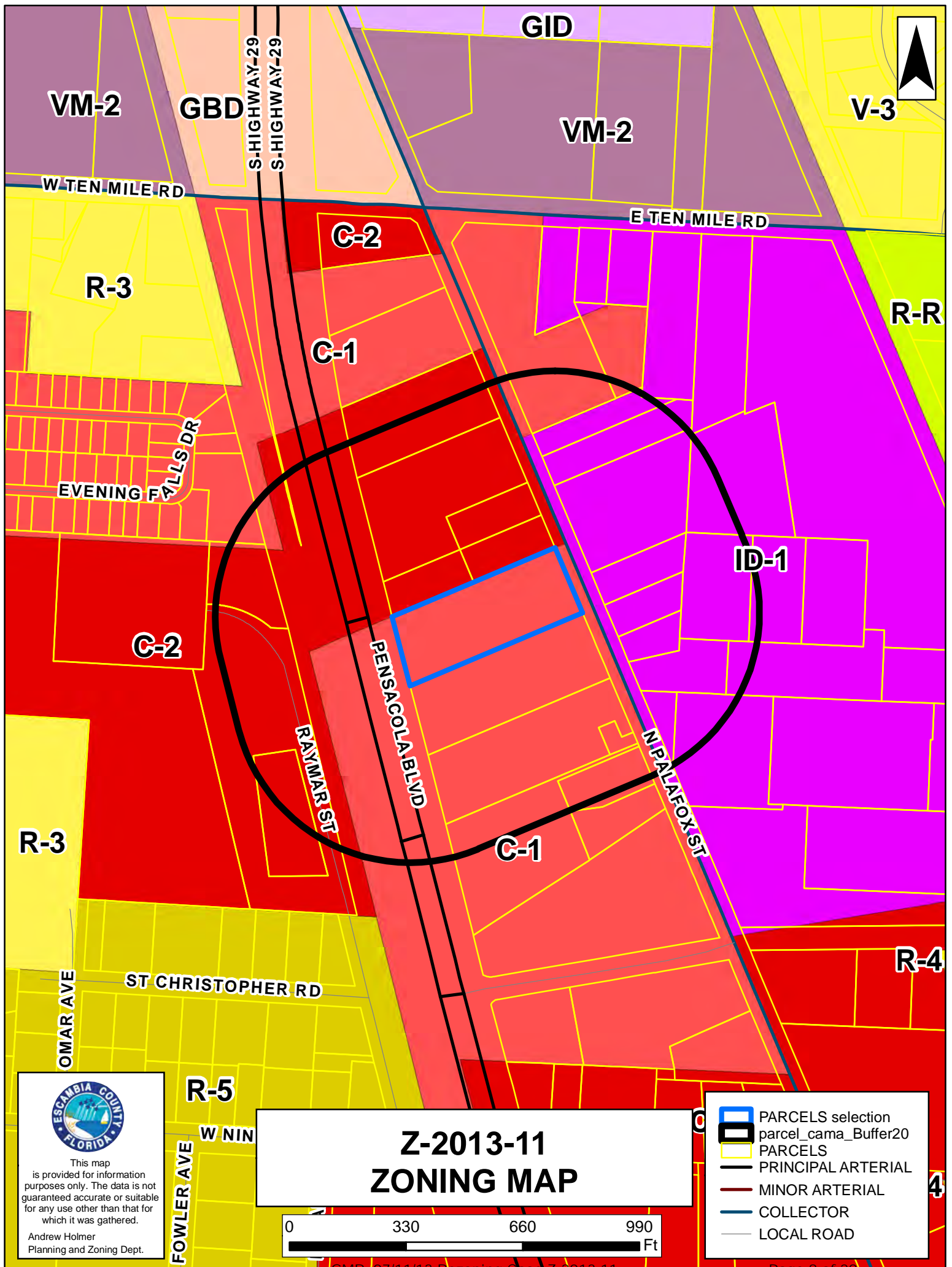



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.

Z-2013-11
LOCATION & WETLANDS MAP

0 1,000 2,000 3,000 Ft

 PARCELS selection
 PRINCIPAL ARTERIAL
 MINOR ARTERIAL
 COLLECTOR
 LOCAL ROAD
 WETLANDS_2006





MU-S

W TEN MILE RD

E TEN MILE RD

EVENING FALLS DR

I

MU-U

PENSACOLA BLVD

RAYMAR ST

N PALAFOX ST

C

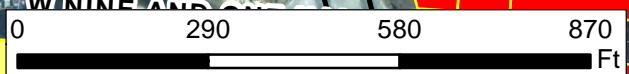
ST CHRISTOPHER RD



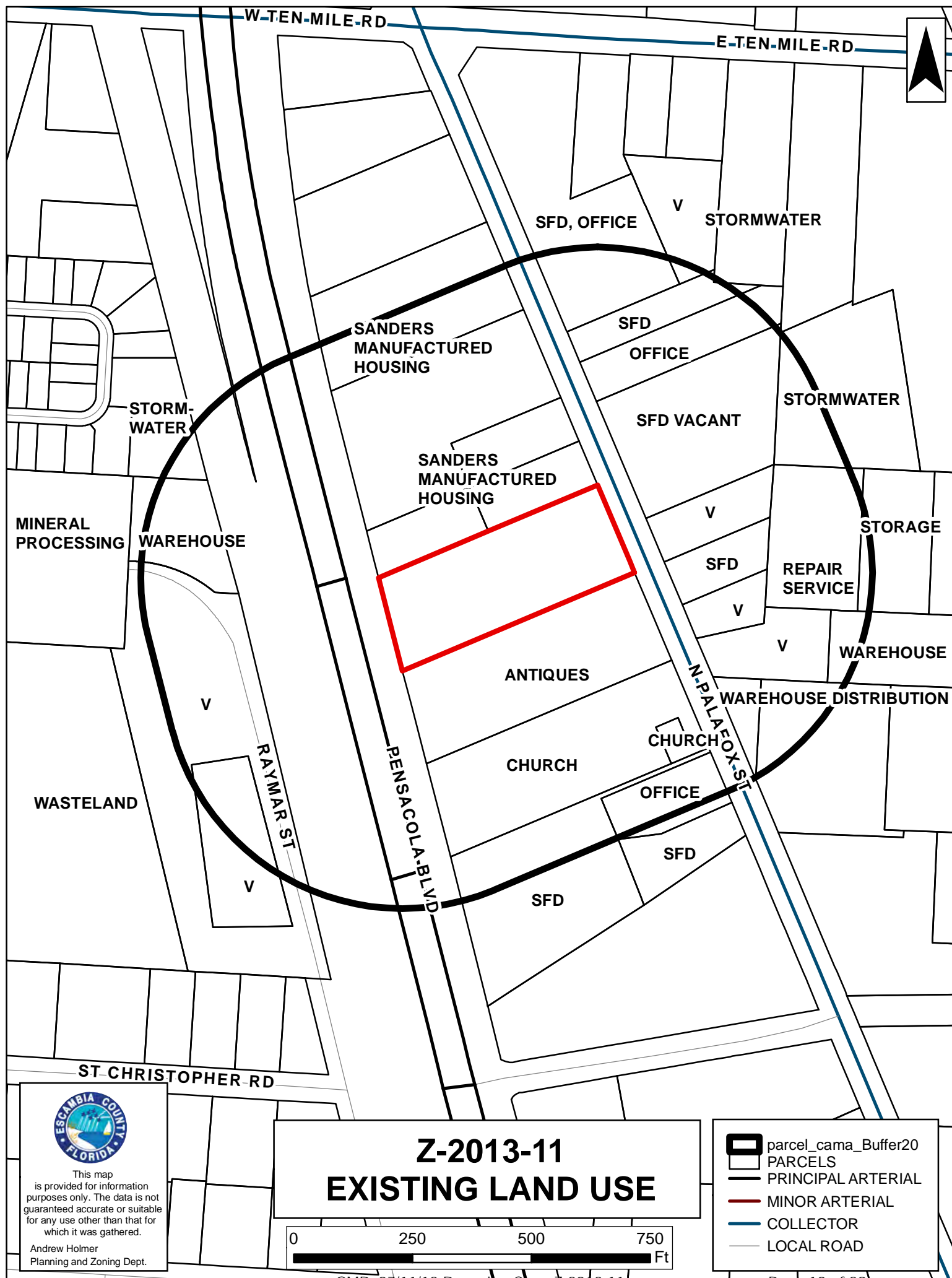
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2013-11 FUTURE LAND USE MAP



- parcel_cama_Buffer20
- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD





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-2013-11 AERIAL MAP

0 125 250 375
Ft

- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



PUBLIC HEARING SIGN



LOOKING NORTH ALONG PENSACOLA BLVD AND SUBJECT PROPERTY



LOOKING NORTHEAST



LOOKING EAST ONTO THE SUBJECT PROPERTY



LOOKING SOUTHEAST



LOOKING SOUTH ALONG PENSACOLA BLVD & SUBJECT PROPERTY



LOOKING SOUTHWEST FROM SUBJECT PROPERTY



LOOKING WEST FROM SUBJECT PROPERTY



LOOKING NORTHWEST FROM SUBJECT PROPERTY

SANDERS MFG. HOUSING, INC

10300 Pensacola Blvd.
Pensacola, FL 32534
850-474-0261/ 850-474-0685
850-474-9842 fax

Requesting to have commercial property re-zoned from C-1 to C-2 as to expand for future usage as Mobile Home Dealership.

Re-zoning Criteria

1. Supports and facilitates the desired future development pattern for commercial use thus consistent with the comprehensive plan.
2. Intent and purpose of both C1 and C2 primarily is to provide for the retailing of commodities and the furnishing of several major services thus remaining consistent with commercial usage.
3. Subject property has commercial business establishments abutting both North and South property lines. Re-zoning will allow extension of current business while remaining compatible with all surrounding properties.
4. No changed conditions that impact property or surrounding properties.
5. Re-zoning and usage of subject property will have no adverse impact on the natural environment.
6. Entire East corridor(Hwy 29 east to Old Palafox) between Nine and Ten Mile road is zoned commercial. Re-zoning subject property would result in a logical and orderly development pattern.

APPLICATION

Please check application type:

☐ Administrative Appeal

☐ Development Order Extension

☐ Conditional Use Request for: _____

☐ Variance Request for: _____

☒ Rezoning Request from: C1 to: C2

Name & address of current owner(s) as shown on public records of Escambia County, FL

Owner(s) Name: Sanders Manufactured Housing of Pensacola, Inc. Phone: 850-474-0685

Address: 10300 Pensacola Blvd. Pensacola, FL 32534 Email: sandershousing@yahoo.com

☐ 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: 10200 Pensacola Blvd. Pensacola, Florida 32534

Property Reference Number(s)/Legal Description: 09-1s-30-1101-000-009

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.

Frank J. Sanders
Signature of Owner/Agent

Frank J Sanders

Printed Name Owner/Agent

4-24-13
Date

Signature of Owner

Printed Name of Owner

Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 24th day of April 20 13,
by Frank J. Sanders.

Personally Known ☒ OR Produced Identification ☐. Type of Identification Produced: _____

Debra L. Dillow
Signature of Notary
(notary seal must be affixed)

DEBRA L. DILLOW
Printed Name of Notary



FOR OFFICE USE ONLY

CASE NUMBER: Z-2013-11

Meeting Date(s): _____ Accepted/Verified by: _____ Date: _____

Fees Paid: \$ _____ Receipt #: _____ Permit #: _____

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 09-1s-30-1101-000-009

Property Address: 10200 Pensacola Blvd. Pensacola, Florida 32534

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 24th DAY OF April, YEAR OF 2013

Frank J. Sanders
Signature of Property Owner



Frank J Sanders
Printed Name of Property Owner

4-24-13
Date

Signature of Property Owner

Printed Name of Property Owner

Date

| FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS | |  | |  | | | | | | | | | | | | | | | | | |
|---|------------------------------|---|------------------------------------|---|----------------------|-----------------|--------------|----------------|-----------|--|------------|---------|----|------------------|--------|------------|---------------------------|------------------|------------|----------------------|------|
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| Events | Name History | <input type="button" value="Submit"/> | | | | | | | | | | | | | | | | | | | |
| <h2>Detail by Entity Name</h2> <h3>Florida Profit Corporation</h3> <p>SANDERS MANUFACTURED HOUSING OF PENSACOLA, INC.</p> <div><p>This detail screen does not contain information about the 2013 Annual Report. Click the 'Search Now' button to determine if the 2013 Annual Report has been filed.</p><p><input type="button" value="Search Now"/></p></div> | | | | | | | | | | | | | | | | | | | | | |
| <h3>Filing Information</h3> <table><tr><td>Document Number</td><td>P00000023118</td></tr><tr><td>FEI/EIN Number</td><td>593622840</td></tr><tr><td>Date Filed</td><td>02/28/2000</td></tr><tr><td>State</td><td>FL</td></tr><tr><td>Status</td><td>ACTIVE</td></tr><tr><td>Last Event</td><td>AMENDMENT AND NAME CHANGE</td></tr><tr><td>Event Date Filed</td><td>05/04/2012</td></tr><tr><td>Event Effective Date</td><td>NONE</td></tr></table> | | | | | | Document Number | P00000023118 | FEI/EIN Number | 593622840 | Date Filed | 02/28/2000 | State | FL | Status | ACTIVE | Last Event | AMENDMENT AND NAME CHANGE | Event Date Filed | 05/04/2012 | Event Effective Date | NONE |
| Document Number | P00000023118 | | | | | | | | | | | | | | | | | | | | |
| FEI/EIN Number | 593622840 | | | | | | | | | | | | | | | | | | | | |
| Date Filed | 02/28/2000 | | | | | | | | | | | | | | | | | | | | |
| State | FL | | | | | | | | | | | | | | | | | | | | |
| Status | ACTIVE | | | | | | | | | | | | | | | | | | | | |
| Last Event | AMENDMENT AND NAME CHANGE | | | | | | | | | | | | | | | | | | | | |
| Event Date Filed | 05/04/2012 | | | | | | | | | | | | | | | | | | | | |
| Event Effective Date | NONE | | | | | | | | | | | | | | | | | | | | |
| <h3>Principal Address</h3> <p>10300 PENSACOLA BLVD PENSACOLA FL 32534</p> | | | | | | | | | | | | | | | | | | | | | |
| <h3>Mailing Address</h3> <p>10300 PENSACOLA BLVD PENSACOLA FL 32534</p> | | | | | | | | | | | | | | | | | | | | | |
| <h3>Registered Agent Name & Address</h3> <p>SANDERS, FRANK J 10300 PENSACOLA BLVD PENSACOLA FL 32534 US</p> | | | | | | | | | | | | | | | | | | | | | |
| <h3>Officer/Director Detail</h3> <table><tr><td colspan="2">Name & Address</td></tr><tr><td>Title P</td><td></td></tr><tr><td colspan="2">SANDERS, FRANK J 10300 PENSACOLA BLVD PENSACOLA FL 32534</td></tr><tr><td>Title V</td><td></td></tr><tr><td colspan="2">SANDERS, LEIGH A</td></tr></table> | | | | | | Name & Address | | Title P | | SANDERS, FRANK J 10300 PENSACOLA BLVD PENSACOLA FL 32534 | | Title V | | SANDERS, LEIGH A | | | | | | | |
| Name & Address | | | | | | | | | | | | | | | | | | | | | |
| Title P | | | | | | | | | | | | | | | | | | | | | |
| SANDERS, FRANK J 10300 PENSACOLA BLVD PENSACOLA FL 32534 | | | | | | | | | | | | | | | | | | | | | |
| Title V | | | | | | | | | | | | | | | | | | | | | |
| SANDERS, LEIGH A | | | | | | | | | | | | | | | | | | | | | |

10300 PENSACOLA BLVD.
PENSACOLA FL 32534

Annual Reports

Report Year Filed Date

| | |
|------|------------|
| 2010 | 02/09/2010 |
| 2011 | 01/10/2011 |
| 2012 | 03/20/2012 |

Document Images

| | |
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| 03/20/2012 -- ANNUAL REPORT | View image in PDF format |
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THE COUNTY OF ESCAMBIA
PENSACOLA, FLORIDA

**Development Services
Department**

Geographic Information Systems
Addressing Office
Phone (850) 595-3458
Fax (850) 595-3482
E-mail: rick_geiberger@co.escambia.fl.us

**T. Lloyd Kerr, AICP
Director**

Rick Geiberger
Address Coordinator
Escambia County
Florida

April 24, 2013

To whom it may concern:

Please be advised that the old address 10235 N. Palafox Street has been changed. The new official address issued to parcel identification number 09-1S-30-1101-000-009 is **10200 Pensacola Blvd.** Please update any records to the correct address. You may call me at 850-595-3458 should you have any questions regarding the address.

Thank You,

Rick Geiberger

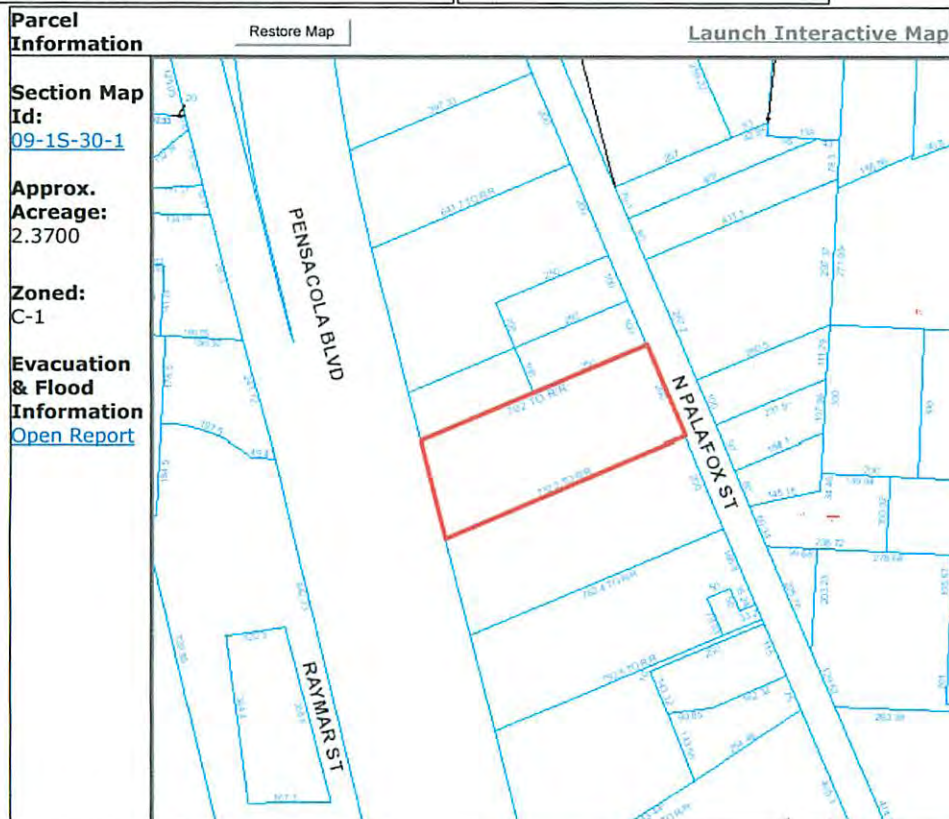
GIS Technician, Escambia County, Florida

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Source: Escambia County Property Appraiser

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| General Information Reference: 091S301101000009 Account: 014827000 Owners: SANDERS MFG HOUSING OF PENSACOLA INC Mail: 10300 PENSACOLA BLVD PENSACOLA, FL 32534 Situs: 10235 PALAFOX HWY 32534 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 | 2012 Certified Roll Assessment Improvements: \$0 Land: \$106,650 Total: \$106,650 Save Our Homes: \$0 Disclaimer Amendment 1 Calculations | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---|------|-----------|-------|-------------------------------|-------------------------------|---------|------|------|-------|----|----------------------------|---------|------|------|-------|----|----------------------------|---------|------|------|-------|----|----------------------------|---------|------|------|-----------|----|----------------------------|---|
| Sales Data <table><thead><tr><th>Sale Date</th><th>Book</th><th>Page</th><th>Value</th><th>Type</th><th>Official Records (New Window)</th></tr></thead><tbody><tr><td>11/2003</td><td>5287</td><td>1371</td><td>\$100</td><td>WD</td><td>View Instr</td></tr><tr><td>11/2003</td><td>5287</td><td>1369</td><td>\$100</td><td>WD</td><td>View Instr</td></tr><tr><td>11/2003</td><td>5287</td><td>1367</td><td>\$100</td><td>WD</td><td>View Instr</td></tr><tr><td>11/2003</td><td>5287</td><td>1365</td><td>\$250,000</td><td>WD</td><td>View Instr</td></tr></tbody></table> Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court | Sale Date | Book | Page | Value | Type | Official Records (New Window) | 11/2003 | 5287 | 1371 | \$100 | WD | View Instr | 11/2003 | 5287 | 1369 | \$100 | WD | View Instr | 11/2003 | 5287 | 1367 | \$100 | WD | View Instr | 11/2003 | 5287 | 1365 | \$250,000 | WD | View Instr | 2012 Certified Roll Exemptions None Legal Description LT 9 TRAVIS PARK PB 2 P 16 OR 5287 P 1365/1367/1369/ 1371/1373/1375/1377/1379/... Extra Features None |
| Sale Date | Book | Page | Value | Type | Official Records (New Window) | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11/2003 | 5287 | 1371 | \$100 | WD | View Instr | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11/2003 | 5287 | 1369 | \$100 | WD | View Instr | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11/2003 | 5287 | 1367 | \$100 | WD | View Instr | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11/2003 | 5287 | 1365 | \$250,000 | WD | View Instr | | | | | | | | | | | | | | | | | | | | | | | | | | |





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

Meeting Date: 6-3-13

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-11

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

 In Favor Against

*Name: FRANK SANDERS (owner)

*Address: 10300 PENACOLA *City, State, Zip: Pens, FL 32534

Email Address: SANDERSHOUSING@yahoo.com Phone: 850-474-6261

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 and granted uniform time to speak (normally 3 – 5 minutes).
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. 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.
6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.

Z-2013-12

PLANNING BOARD REZONING HEARINGS - JUNE 3, 2013

| | |
|---|--|
| <p>17</p> <p>1 * * *</p> <p>2 CASE NO: Z-2013-12</p> <p>Location: 7649 Mobile Highway</p> <p>3 Parcel: 17-1S-31-4201-000-000</p> <p>From: R-2, District Single-Family (cumulative),</p> <p>4 Low-Medium Density (seven du/acre)</p> <p>To: AG, Agricultural District, Low Density</p> <p>5 (1.5 acres/du)</p> <p>FLU Category: MU- S, Mixed-Use Suburban</p> <p>6 BCC District: 1</p> <p>Requested by: Susan Thibodeaux, Owner</p> <p>7</p> <p>8 MR. BRISKE: Let's go ahead and get</p> <p>9 Mr. Jones sworn in.</p> <p>10 (Horace Jones sworn.)</p> <p>11 MR. BRISKE: Our next case is case</p> <p>12 Z-2013-12. Susan Thibodeaux is the owner,</p> <p>13 7649 Mobile Highway, R-2, Single-Family</p> <p>14 District, to AG, Low Density.</p> <p>15 Members of the Board, once again I'll ask</p> <p>16 if there's been any ex parte communication</p> <p>17 between you, the applicant, agents, attorneys,</p> <p>18 witnesses, Planning Board members or general</p> <p>19 public? I also ask if there's been any visits</p> <p>08:49:16 20 to the property and disclose if you are a</p> <p>21 relative or business associate of the</p> <p>22 applicant or any of their agents.</p> <p>23 MS. ORAM: No to all.</p> <p>24 MR. GOODLOE: No to all.</p> <p>25 MR. WOODWARD: No to all.</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p>19</p> <p>1 Planner.</p> <p>2 This is our locational map for the parcel.</p> <p>3 The 500-foot zoning which shows a combination</p> <p>4 of R-2, R-6 and AG. This to our Future Land</p> <p>5 Use category for the 500-foot buffer, Mixed</p> <p>6 Use Suburban and Recreation. This is the</p> <p>7 500-foot buffering and surrounding properties.</p> <p>8 This is an aerial photograph of the parcel in</p> <p>9 question.</p> <p>08:50:54 10 This is our public zoning map, our public</p> <p>11 meeting sign on the site. This is looking</p> <p>12 northwest from the parcel. Looking southwest</p> <p>13 from the parcel. This is looking north from</p> <p>14 the parcel. This is looking northeast across</p> <p>15 Mobile Highway from the parcel. Looking south</p> <p>16 to the parcel. Looking to the southeast from</p> <p>17 the parcel. Looking to the southwest from</p> <p>18 Mobile Highway. This is our 500-foot radius</p> <p>19 map.</p> <p>08:51:36 20 MR. BRISKE: Board members, are there any</p> <p>21 questions on the maps or photography at this</p> <p>22 time?</p> <p>23 (None.)</p> <p>24 MR. BRISKE: Ms. Thibodeaux, would you</p> <p>25 please come forward? Good morning. We'll</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p>18</p> <p>1 MR. BRISKE: The Chairman. No to all.</p> <p>2 MS. DAVIS: No to all.</p> <p>3 MR. WINGATE: I did visit the site.</p> <p>4 MS. SINDEL: No to all.</p> <p>5 MR. BRISKE: Mr. Wingate, you visited the</p> <p>6 site. The other questions about having any</p> <p>7 communications, I'm assuming...</p> <p>8 MR. WINGATE: I've had no communications</p> <p>9 with anyone regarding this site. I drove out</p> <p>08:49:52 10 to the site and looked around. My questions</p> <p>11 relate to the rezoning.</p> <p>12 MR. BRISKE: Thank you, Mr. Wingate.</p> <p>13 Staff, on this case has there been a</p> <p>14 notice of the hearing sent to all interested</p> <p>15 parties?</p> <p>16 MS. MEADOR: Yes, sir.</p> <p>17 MR. BRISKE: Was that notice of the</p> <p>18 hearing also posted at the property?</p> <p>19 MS. MEADOR: Yes, sir.</p> <p>08:50:10 20 MR. BRISKE: If there's no objection,</p> <p>21 we'll have the photography and the maps at</p> <p>22 this time.</p> <p>23 (Presentation of Maps and Photographs.)</p> <p>24 MR. LEMOS: Once again this is Z --</p> <p>25 2013-12. I'm Juan Lemos, Escambia County</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p>20</p> <p>1 have you sworn in.</p> <p>2 (Susan Thibodeaux sworn.)</p> <p>3 MR. BRISKE: Please state your name and</p> <p>4 address for the record.</p> <p>5 MS. THIBODEAUX: Susan Thibodeaux, 7649</p> <p>6 Mobile Highway, Pensacola, Florida.</p> <p>7 MR. BRISKE: Ms. Thibodeaux, did you</p> <p>8 receive a copy of the staff's Findings-of-Fact</p> <p>9 and the rezoning hearing package?</p> <p>08:52:14 10 MS. THIBODEAUX: Yes, I did.</p> <p>11 MR. BRISKE: Do you understand that you</p> <p>12 have the burden of providing substantial</p> <p>13 competent evidence that the proposed rezoning</p> <p>14 is consistent with the Comprehensive Plan,</p> <p>15 furthers the goals, objectives and policies of</p> <p>16 that plan and is not in conflict with the Land</p> <p>17 Development Code?</p> <p>18 MS. THIBODEAUX: Yes, I do.</p> <p>19 MR. BRISKE: Thank you, ma'am. You may</p> <p>08:52:32 20 proceed.</p> <p>21 MS. THIBODEAUX: I received the findings</p> <p>22 from the staff members and I agree with them.</p> <p>23 It complies with all the six criteria.</p> <p>24 MR. BRISKE: So you're going to accept</p> <p>25 the staff's findings and agree with them?</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p> |

PLANNING BOARD REZONING HEARINGS - JUNE 3, 2013

| | |
|---|--|
| <p>21</p> <p>1 MS. THIBODEAUX: Yes.</p> <p>2 MR. BRISKE: If you will just have a seat</p> <p>3 maybe in the front row we'll have the staff go</p> <p>4 through. We do have a speaker from the public</p> <p>5 on this one, so we want to make sure that we</p> <p>6 go through the items.</p> <p>7 Juan, are you going to be presenting?</p> <p>8 MR. LEMOS: I am, yes, sir.</p> <p>9 MR. BRISKE: If you would, state your name</p> <p>08:53:04 10 again and position for the record.</p> <p>11 (Testimony by Juan Lemos, previously</p> <p>12 sworn.)</p> <p>13 MR. LEMOS: Juan Lemos, Escambia County</p> <p>14 Planner. Once again, this is Rezoning Case</p> <p>15 Z-2013-12, from R-2, Single-Family District,</p> <p>16 to AG, Agricultural District.</p> <p>17 Criterion (1). The proposed amendment to</p> <p>18 AG is consistent with the intent and purpose</p> <p>19 of the Future Land Use Mixed Use Suburban. As</p> <p>08:53:34 20 stated in CPP Future Land Use 1.1.1 and 1.3.1,</p> <p>21 the densities and allowable uses are</p> <p>22 compatible with those provided for in the</p> <p>23 Future Land Use category. The Mixed Use</p> <p>24 Suburban category allows for a mix of</p> <p>25 residential and nonresidential uses while</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p>23</p> <p>1 state park parcel, one timberland parcel, one</p> <p>2 Emerald Coast Utilities parcel, one</p> <p>3 agricultural-residential parcel, and the</p> <p>4 County's Equestrian Center which is located</p> <p>5 across from the subject property.</p> <p>6 Criteria (4). Staff found no changed</p> <p>7 conditions that will impact the amendment or</p> <p>8 the property.</p> <p>9 Criteria (5). According to the National</p> <p>08:55:24 10 Wetlands Inventory, wetlands and hydric soils</p> <p>11 were not indicated on the subject property.</p> <p>12 When applicable, further review will be</p> <p>13 necessary to determine if there will be any</p> <p>14 significant adverse impact on the natural</p> <p>15 environment.</p> <p>16 Criterion (6). The proposed amendment</p> <p>17 will result in a logical and orderly</p> <p>18 development pattern. The surrounding area is</p> <p>19 a mixture of single residential dwellings and</p> <p>08:55:48 20 agricultural land with routine agricultural</p> <p>21 related uses and activities. The proposed</p> <p>22 amendment to agricultural zoning will be</p> <p>23 compatible with the existing surrounding uses.</p> <p>24 That staff's presentation.</p> <p>25 MR. BRISKE: Thank you. Board members,</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p> |
| <p>22</p> <p>1 promoting compatible infill development and</p> <p>2 the separation of urban and suburban land</p> <p>3 uses. The request to AG is also consistent</p> <p>4 with Future Land Use 1.5.3 as the parcel is</p> <p>5 supported by existing infrastructure and</p> <p>6 utility services.</p> <p>7 Criterion (2). The proposed amendment is</p> <p>8 consistent with the intent and purpose of the</p> <p>9 Land Development Code. The applicant's</p> <p>08:54:16 10 request will, in fact, reduce the maximum</p> <p>11 residential density on the parcel, it will</p> <p>12 encourage the preservation of open spaces and</p> <p>13 provide for the desired permitted uses. Based</p> <p>14 on observations during the on-site visit the</p> <p>15 request to AG zoning will be of comparable</p> <p>16 intensity for the uses of the existing</p> <p>17 surrounding parcels.</p> <p>18 Criterion (3). The proposed amendment is</p> <p>19 compatible with the surrounding and existing</p> <p>08:54:42 20 uses in the area. Within the 500 foot radius</p> <p>21 impact area, staff observed properties with</p> <p>22 zoning districts AG, R-2, R-5, R-6 and R-R.</p> <p>23 During the site visit staff identifies 18</p> <p>24 single-family residences, six vacant</p> <p>25 residential parcels, two mobile homes, one</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p> | <p>24</p> <p>1 question of the staff?</p> <p>2 MR. WOODWARD: Looking at the map, the one</p> <p>3 that's up there, don't change it, how far is</p> <p>4 this piece of property from the state line?</p> <p>5 Is it like a half mile or so, something like</p> <p>6 that?</p> <p>7 MS. SINDEL: From the --</p> <p>8 MR. WOODWARD: State line.</p> <p>9 MS. SINDEL: It's a long drive.</p> <p>08:56:28 10 MR. WOODWARD: The reason I'm being</p> <p>11 confused here, I represented a person who had</p> <p>12 some property of a similar configuration. I'm</p> <p>13 trying to figure out if this is the same</p> <p>14 neighborhood or not, because if it is the same</p> <p>15 neighborhood, I'm going to have to recuse</p> <p>16 myself.</p> <p>17 MR. BRISKE: This a near the Equestrian</p> <p>18 Center.</p> <p>19 MR. WOODWARD: My frame of reference was</p> <p>08:56:52 20 not near the Equestrian Center, but is it near</p> <p>21 where the old welcome center used to be?</p> <p>22 MS. SINDEL: No.</p> <p>23 MS. DAVIS: That's way out there.</p> <p>24 MR. BRISKE: This is closer into town.</p> <p>25 Any other questions?</p> <p>TAYLOR REPORTING SERVICES, INCORPORATED</p> |

PLANNING BOARD REZONING HEARINGS - JUNE 3, 2013

25

1 MS. SINDEL: No.

2 MR. BRISKE: Ms. Thibodeaux, did you have

3 any questions or cross-examination for the

4 staff members at this time?

5 MS. THIBODEAUX: No, sir.

6 MR. BRISKE: We do have a public speaker

7 on this one. We'll give you a chance to give

8 closing arguments as well once the speaker has

9 spoken.

08:57:30 10 For those members of the public who wish

11 to speak on this matter, please note that the

12 Planning Board bases our decision only on the

13 six criteria and exceptions described in

14 Section 2.08.02.D of the Escambia County Land

15 Development Code. During our deliberations

16 the Planning Board does not consider general

17 statements of support or opposition.

18 Accordingly, we ask that you limit your

19 testimony to those criteria and exceptions

08:57:54 20 described in Section 2.08.02.D, which are up

21 on the Board. Please also note that only

22 those individuals who are here today and give

23 testimony on the record before the Planning

24 Board will be allowed to speak at the

25 subsequent hearing before the Board of County

TAYLOR REPORTING SERVICES, INCORPORATED

26

1 Commissioners.

2 Mr. Lynn McNorton.

3 MR. McNORTON: That's not on this case. I

4 was on the third one down. If I put the wrong

5 number, I'm on 04, 2013-04.

6 MR. BRISKE: It says 12 on here. I

7 apologize.

8 Is there anyone else that wishes to speak

9 on case 2013-12? I hereby close the public

08:58:46 10 comment section. Do we have a motion?

11 (Motion by Mr. Goodloe.)

12 MR. GOODLOE: Mr. Chairman, I move we

13 recommend approval of rezoning package Z-

14 2013-12 to the Board of County Commissioners

15 and adopt the Findings-of-Fact as provided in

16 the rezoning hearing package.

17 MS. DAVIS: I second that.

18 MR. BRISKE: A motion and a second. Is

19 there any further discussion? All those in

08:59:04 20 favor, please say aye.

21 (Board members vote.)

22 MR. BRISKE: Opposed? None. The motion

23 carries.

24 (Conclusion of Z-2013-12. Transcript

25 continues on Page 27.)

TAYLOR REPORTING SERVICES, INCORPORATED

27

1 * * *

2 CASE NO: Z-2013-04

3 Location: 2842 Nowak Dairy Road

4 Parcel: 36-1N-31-2000-000-000;

5 36-1N-31-1200-000-000

6 From: VAG-2, Villages Agriculture

7 Districts, Gross Density

8 (One du/five acres)

9 To: V-2, Villages Single-Family

10 Residential, Gross Density

11 (Two du/acre)

12 FLU Category: MU-S, Mixed-Use Suburban

13 BCC District: 5

14 Requested by: "Weedy Property" Page, Agent for

15 MR. BRISKE: Our next case is Case

08:59:50 16 Z-2013-04. Buddy Page is the agent for Poly

17 Surveying, 2842 Nowak Dairy Road, from a

18 VAG-2, Villages Agricultural District, to a

19 V-2, Villages Single-Family Residential.

20 Members of the Board, has there been any

21 ex parte communication between you, the

22 applicant, agent, attorney, witnesses, fellow

23 Planning Board members or anyone from the

24 general public prior to this hearing? Also

25 please disclose if you have visited the

09:00:26 26 subject property and disclose if you are a

27 relative or business associate of any of the

28 parties.

29 MS. ORAM: No to all.

30 MR. GOODLOE: No to all.

31 MR. WOODWARD: No to all.

TAYLOR REPORTING SERVICES, INCORPORATED

28

1 MR. BRISKE: The Chairman. No to all.

2 MS. SINDEL: No to all.

3 MS. DAVIS: No to all.

4 MR. WINGATE: No to all except I did go

5 out and visit the site.

6 MR. BRISKE: Thank you, Mr. Wingate.

7 Staff, was there a notice of the hearing

8 sent to all interested parties?

9 MS. MEADOR: Yes, sir.

09:00:52 10 MR. BRISKE: Was that notice of the

11 hearing posted on the subject property?

12 MS. MEADOR: Yes, sir.

13 MR. BRISKE: Mr. Page, is there any

14 objection to the staff presenting the

15 photography and maps?

16 MR. PAGE: No.

17 MR. BRISKE: Thank you, sir.

18 (Presentation of Maps and Photographs.)

19 MS. CAIN: Allyson Cain, Urban Planner.

09:01:08 20 This is rezoning Case Z-2013-04, 2842 Nowak

21 Dairy, from VAG-2 to V-2, Villages

22 Single-Family.

23 This is the locational map showing the

24 site. This is the 500-foot radius map showing

25 the subject parcel as VAG-2, surrounding with

TAYLOR REPORTING SERVICES, INCORPORATED

Planning Board-Rezoning

4. C.

Meeting Date: 06/03/2013
CASE : Z-2013-12
APPLICANT: Aubrey James & Susan Thibodeaux
ADDRESS: 7649 Mobile Hwy
PROPERTY REF. NO.: 17-1S-31-4201-000-000
MU-S, Mixed
FUTURE LAND USE: Use-Suburban
DISTRICT: 1
OVERLAY DISTRICT: NA
BCC MEETING DATE: 07/01/2013

SUBMISSION DATA:

REQUESTED REZONING:

FROM: R-2, Single-Family District (cumulative), Low-Medium Density (seven du/acre)

TO: AG Agricultural District, Low Density (1.5 acres/du)

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 (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 Mixed-Use Suburban (MU-S) Future Land Use (FLU) category is intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses. Allowed uses include Residential, Retail and Services, Professional Office,Recreational Facilities,and Public and Civic. The minimum residential density is two dwelling units per acre and the maximum residential density is ten dwelling units per acre.

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 AG **is consistent** with the intent and purpose of Future Land Use Mixed-Use Suburban as stated in CPP FLU 1.1.1 and 1.3.1. The densities and allowable uses are compatible with those provided for in the Future Land Use category. The MU-S category allows for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses. The request to AG is also consistent with FLU 1.5.3, as the parcel is already supported by existing infrastructure and utility services.

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.

6.05.07. R-2 Single-Family District (cumulative), low-medium density.

This district is intended to be a single-family residential area with large lots and low population density. The maximum density is seven dwelling units per acre.

6.05.01. AG agricultural district, low density.

This district is intended to identify those areas used primarily for farming, and/or the raising of livestock, and silviculture. A primary purpose of this district is to provide for the continuation and expansion of viable agricultural activities within the county by providing for compatibility among permitted uses and by preserving open spaces through low district-wide residential densities. The maximum density is 1.5 acres per dwelling unit.

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The applicant's zoning request will in fact reduce the maximum residential density on the parcel, will encourage the preservation of open spaces and will provide for the desired permitted primary uses.

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. Within the 500' radius impact area, staff observed properties with zoning districts AG, R-2, R-5, R-6, and R-R. Eleven single family residences, six vacant residential parcels, three mobile homes, one state park parcel, one county owned parcel, one timberland parcel, one Emerald Coast Utilities owned parcel and one agriculture-residential parcel.

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 **not indicated** on the subject property. When applicable, further review will be necessary to determine if there would be any significant adverse impact on the natural environment.

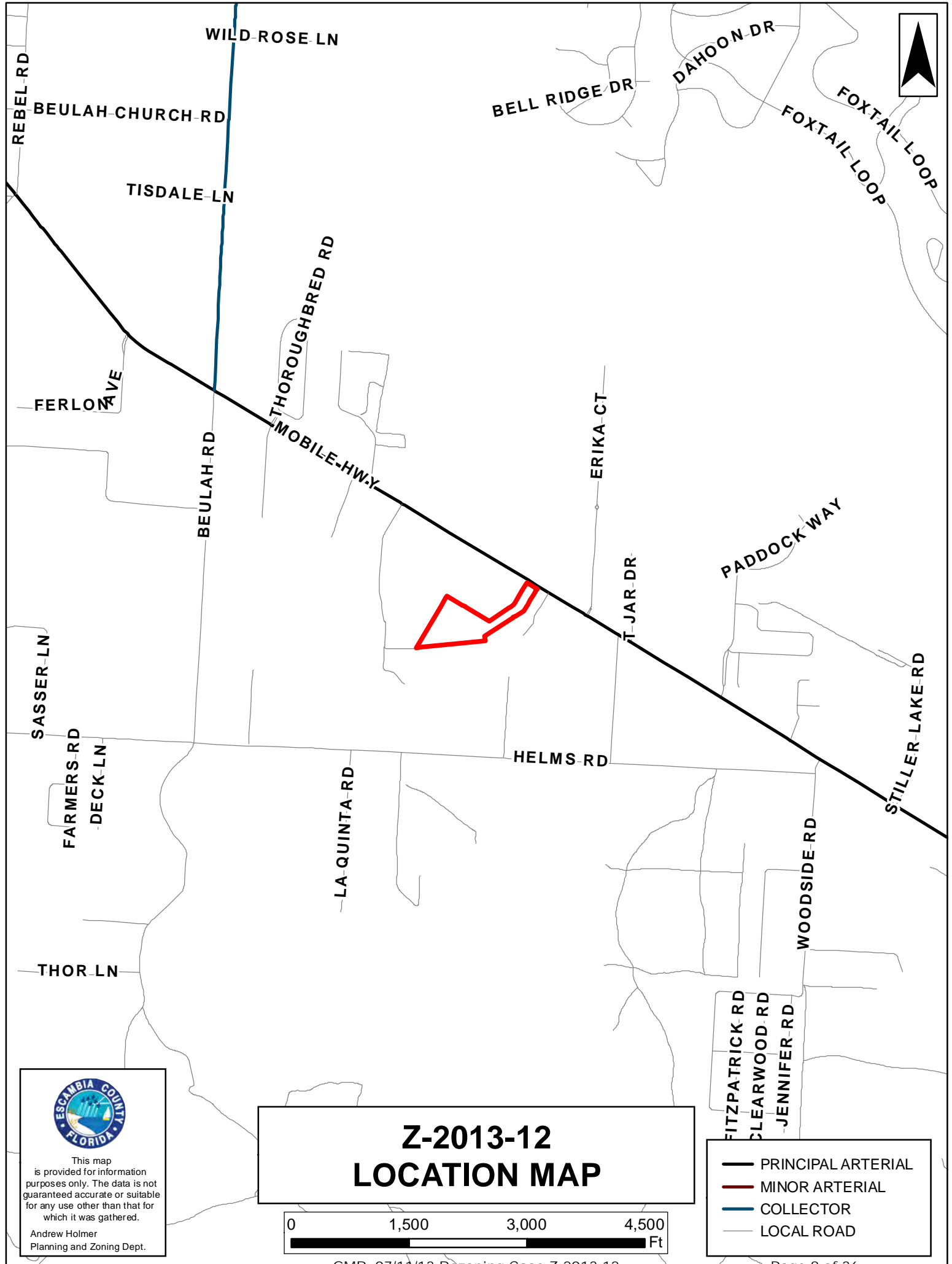
CRITERION (6)


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. The surrounding area is a mixture of single residential dwellings, agricultural tracks and government owned parcels. The proposed amendment to Agricultural zoning would be compatible with the existing surrounding uses.



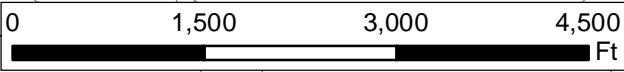


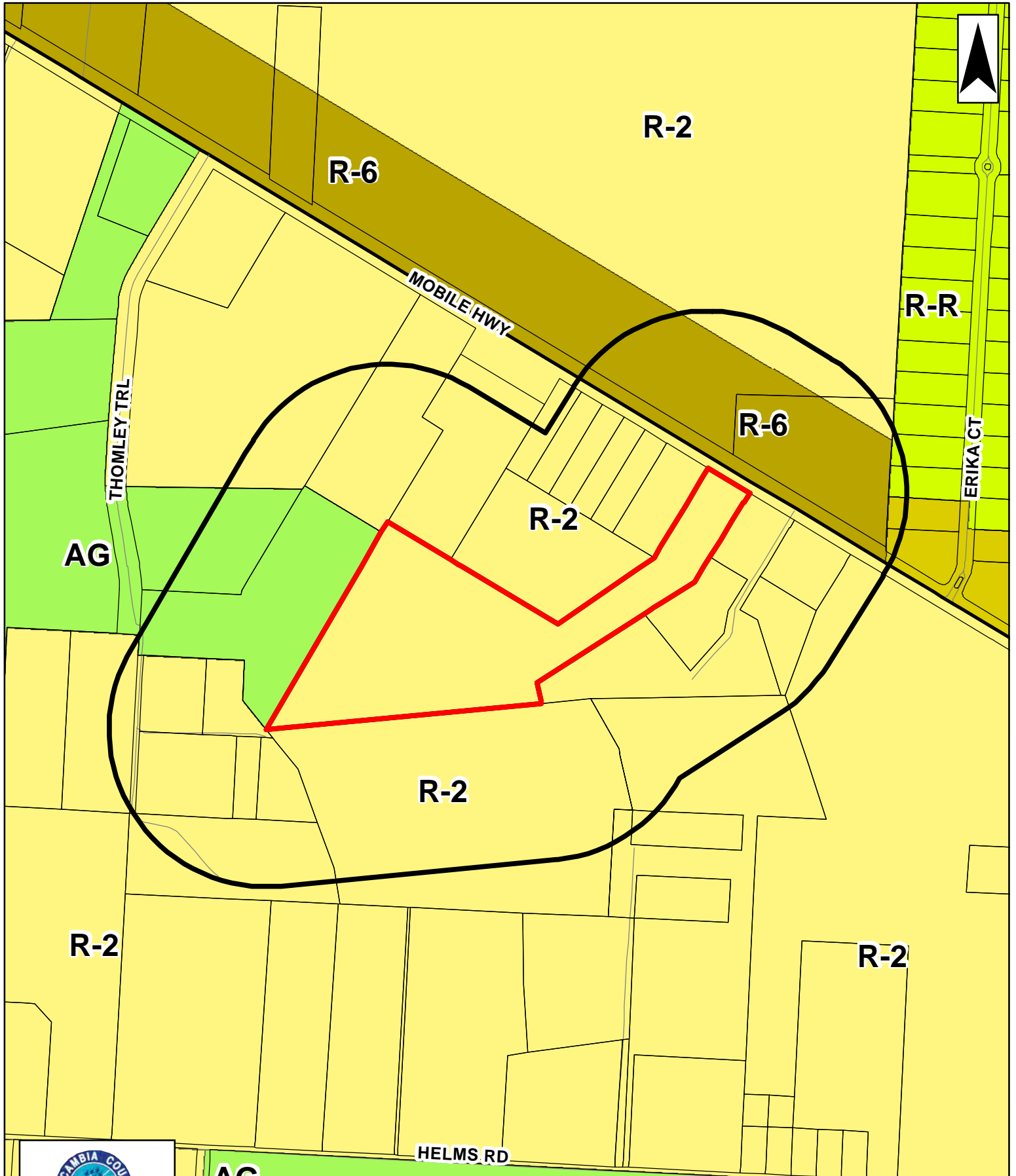
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2013-12 LOCATION MAP

- PRINCIPAL ARTERIAL
 - MINOR ARTERIAL
 - COLLECTOR
 - LOCAL ROAD





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.

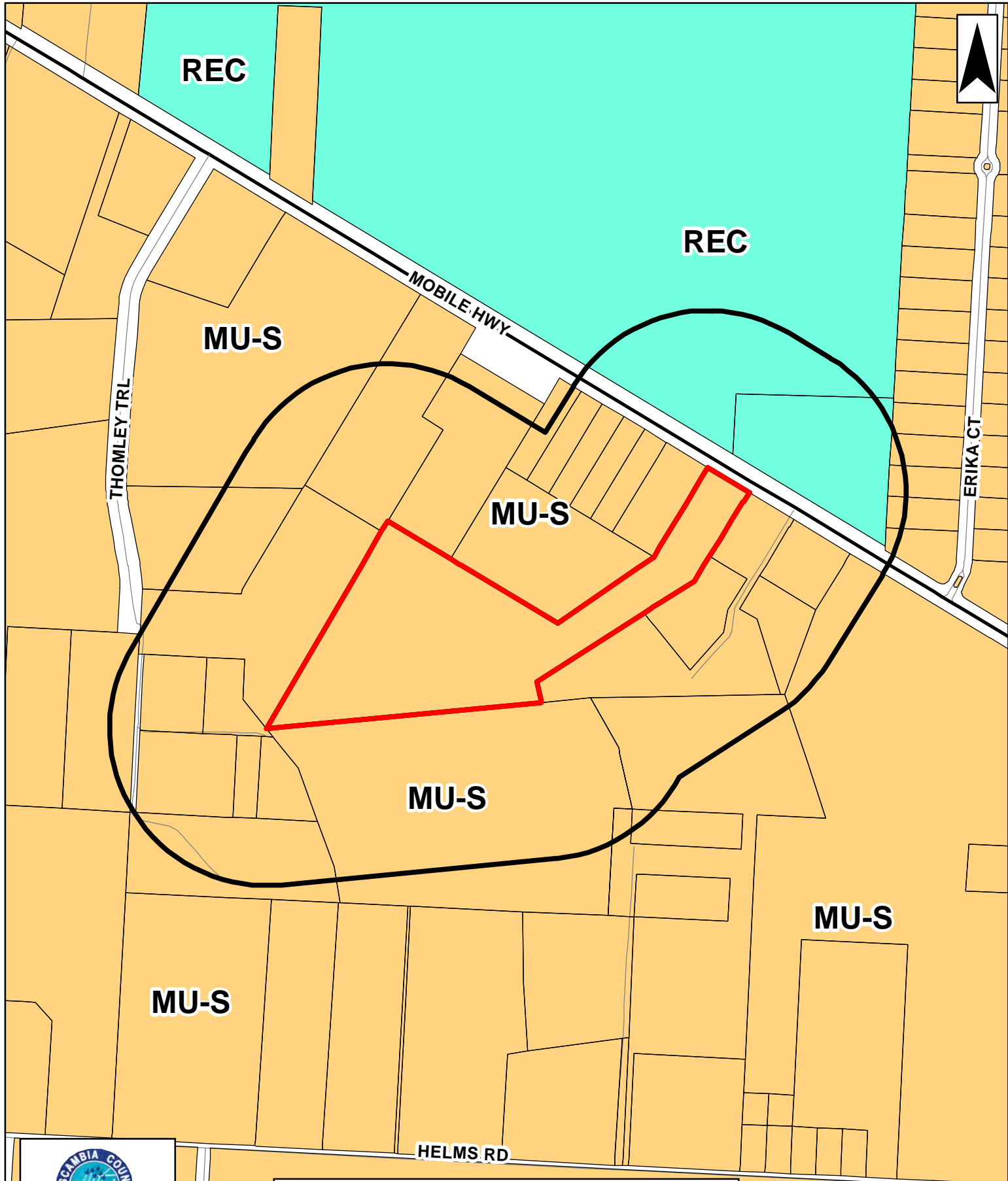
Andrew Holmer
Planning and Zoning Dept.

AG

Z-2013-12 500' RADIUS ZONING

0 400 800 1,200
Ft

- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



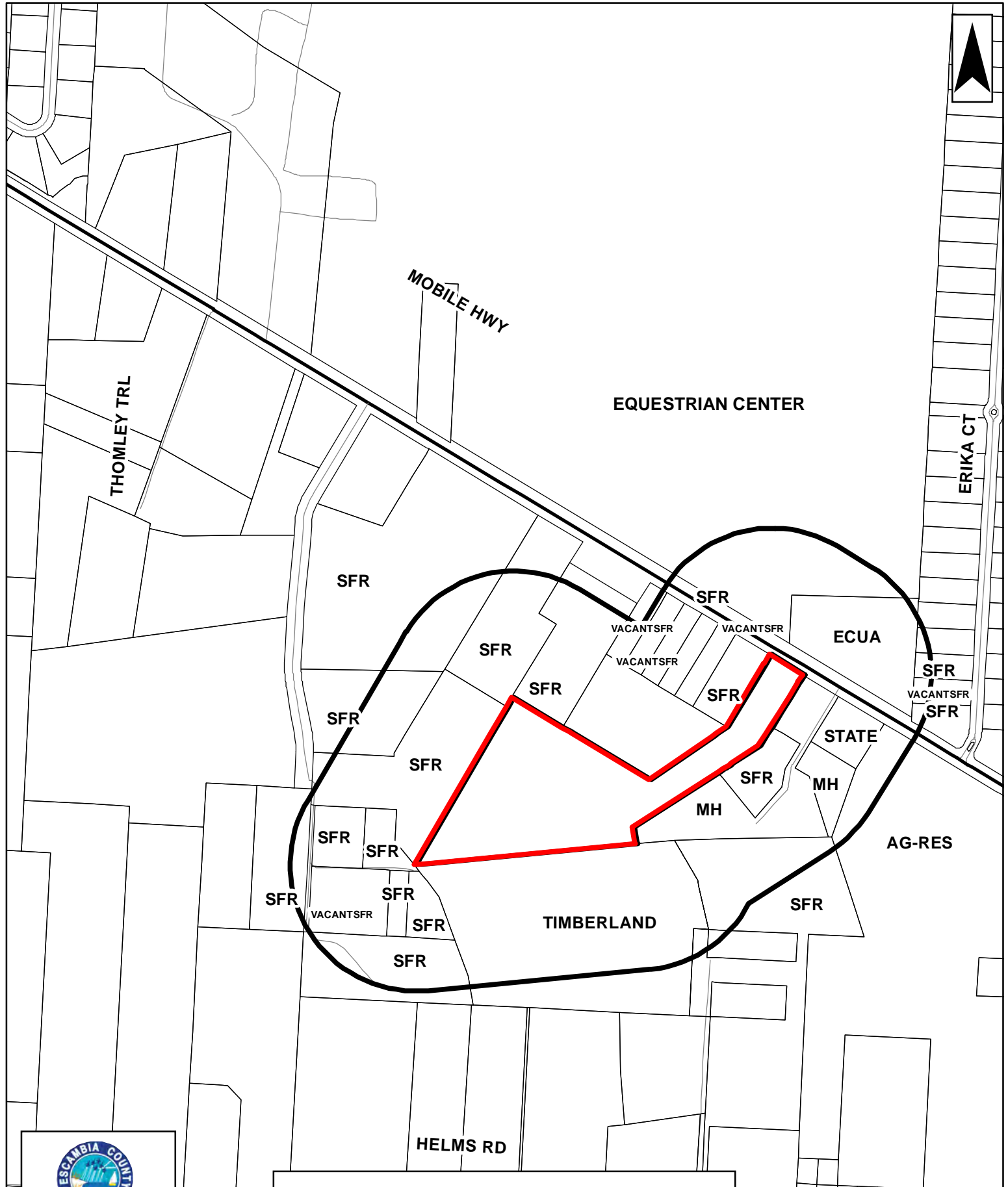
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.


Andrew Holmer
Planning and Zoning Dept.

Z-2013-12 FUTURE LAND USE

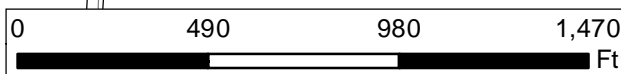


- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD




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-2013-12 EXISTING LAND USE



- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



MOBILE HWY



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-2013-12 AERIAL MAP



- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



NOTICE OF PUBLIC HEARING REZONING

CASE NO.: Z-2013-12
CURRENT ZONING: R-2 **PROPOSED ZONING:** AG

PLANNING BOARD

DATE: 06/03/13 **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: 07/11/13 **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 Southwest from Parcel





Looking Northeast from Parcel





Looking Southeast from Parcel



Looking Southwest from Mobile Hwy

Susan Thibodeaux

7649 Mobile Hwy.

Pensacola, Florida 32526

Development Services Department

Escambia County, Florida

April 29th, 2013

To Whom it May Concern,

I am requesting a rezoning from R-2 to AG in order to have a stable and grazing for my horses.

It is consistent with the comprehensive plan, MUS allows for a mix of residential. commercial and AG.

It is consistent with the land development code.

The rezoning is compatible with the existing areas.

There will be no changed conditions that will impact the amendment or prpperty(s).

There will be no impact on the natural environment.

The rezoning does conform to an orderly development pattern.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Susan Thibodeaux", written in a cursive style.

Susan Thibodeaux



Development Services Department

Escambia County, Florida

APPLICATION

Please check application type:

☐ Administrative Appeal

☐ Development Order Extension

☐ Conditional Use Request for: _____

☐ Variance Request for: _____

☐ Rezoning Request from: R-2 to: AG

Name & address of current owner(s) as shown on public records of Escambia County, FL

Owner(s) Name: Aubrey James & Susan Thibodeaux

Phone: 850-313-1351

Address: 7649 Mobile Hwy Pers. FL 32526

Email: SUSAN2EMAIL@GMAIL.COM

☐ 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: _____

Property Reference Number(s)/Legal Description: 171S 3142 01000000

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.

Signature of Owner/Agent

Susan Thibodeaux

Signature of Owner

Printed Name Owner/Agent

Susan Thibodeaux

Printed Name of Owner

Date

5-2-13

Date

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 2nd day of May, 20 13.

by Susan Thibodeaux

Personally Known ☐ OR Produced Identification ☒. Type of Identification Produced: Florida Drivers License

Jennifer DeBrabant

Signature of Notary

(notary seal must be affixed)

Jennifer DeBrabant

Printed Name of Notary

Jennifer Debrabant
Notary Public
State of Florida

Comm. No. DD964181
Comm. Ends May 27, 2014

Date: 5/2/13

FOR OFFICE USE ONLY

CASE NUMBER: Z-2013-12

Meeting Date(s): PB 6/3/13 / BCC 7/11/13 Accepted/Verified by: _____

Fees Paid: \$ 1,155.00 Receipt #: _____ Permit #: PRZ 130500012



Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #: Z-2013-12

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 17 IS 31 4201 040 000

Property Address: 7649 Mobile Hwy Pens. FL 32526

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:

- The necessary facilities or services are in place at the time a development permit is issued.
- 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.
- For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
- 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.
- 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.
- 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 29th DAY OF April, YEAR OF 2013.

[Signature]
Signature of Property Owner

Susan J. Thibodeaux
Printed Name of Property Owner

4-29-13
Date

Aubrey James by Susan J. Thibodeaux as attorney in fact Aubrey James
Signature of Property Owner

Aubrey James
Printed Name of Property Owner

4-29-13
Date



Development Services Department
Escambia County, Florida

FOR OFFICE USE:

CASE #: _____

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 7649 Mobile Hwy Pens. FL 32526
Florida, property reference number(s) 17-15-31-4201-000-000

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)

Prepared By:
James C. Taylor
Taylor & Van Matre, P.A.
4300 Bayou Blvd., Suite #16
Pensacola, Florida 32503
File Number: TVM12-1455
Sales Price \$82,500.

**WARRANTY DEED
(INDIVIDUAL)**

This WARRANTY DEED, dated May 21, 2012

by

STEVE G. RIMPF a/k/a STEPHEN G. RIMPF

whose post office address is:

5998 WOLF LOG ROAD, FLOMATON, AL 36441

hereinafter called the GRANTOR, to

AUBREY JAMES and SUSAN THIBODEAUX, joint tenants with right of survivorship not as tenants in common

whose post office address is:

5099 HAMILTON BRIDGE ROAD, PACE, FL 32571

hereinafter called the GRANTEE:

(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in Escambia County, Florida, viz:

SEE ATTACHED EXHIBIT "A"

Parcel ID Number: 171S31-4201-000-000

The property described in Exhibit "A" is not the constitutional homestead of the Grantor.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the current year and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

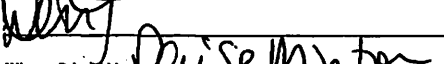
Signed, sealed and delivered in our presence:



Witness Printed Name: **STEVE G. RIMPF**



Witness Printed Name: **J. C. TAYLOR**



Witness Printed Name: **Duise Minton**

 (Seal)

STEVE G. RIMPF a/k/a STEPHEN G. RIMPF

(Seal)

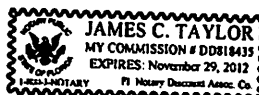
State of FLORIDA

County of ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this May 21, 2012 by: **STEVE G. RIMPF a/k/a STEPHEN G. RIMPF** who is personally known to me or who has produced Drivers License as identification.


NOTARY PUBLIC

My Commission Expires:



File Number: TVM12-1455

EXHIBIT "A"

Commencing at the Southeast corner of Section 17, Township 1 South, Range 31 West, Escambia County, Florida; thence North along the East line of said Section, 1615.14 feet to the South right of way line of State Road No. 10A; thence North 62 degrees 30 minutes West, along said right of way line, 1903 feet; thence South 27 degrees 30 minutes West, a distance of 645 feet to the Point of Beginning; thence North 62 degrees 30 minutes West, a distance of 237 feet; thence South 27 degrees 30 minutes West, a distance of 778.9 feet; thence North 81 degrees 39 minutes 40 seconds East, a distance of 885.76 feet; thence North 19 degrees 42 minutes West, a distance of 55.58 feet; thence North 52 degrees 59 minutes East, a distance of 464.00 feet; thence North 37 degrees 01 minutes West, a distance of 135.5 feet; thence South 51 degrees 15 minutes West, a distance of 297.46 feet; thence North 62 degrees 30 minutes West, a distance of 398.4 feet to the Point of Beginning.

Parcel 2

Commencing at the Southeast corner of Section 17, Township 1 South, Range 31 West, Escambia County, Florida; thence North along the East line of said Section, 1615.14 feet to State Road 10A; thence North 62 degrees 30 minutes West, along said road, a distance of 1205.6 feet to the Point of Beginning; thence continue North 62 degrees 30 minutes West, a distance of 150 feet; thence South 27 degrees 33 minutes West, a distance of 327.14 feet; thence South 52 degrees 14 minutes West, a distance of 74 feet; thence South 37 degrees 01 minutes East, a distance of 135.5 feet; thence North 52 degrees 59 minutes East, a distance of 136 feet; thence North 27 degrees 33 minutes East, a distance of 323.07 feet to the Point of Beginning.

PREPARED BY:
James C. Taylor of
TAYLOR & VAN MATRE, P.A.
Florida Bar No.: 195250
4300 Bayou Boulevard/Suite 16
Pensacola, Florida 32503
(850) 474-1030
Our File: TVM13-1668

DURABLE POWER OF ATTORNEY
PURSUANT TO SECTIONS 709.2101 - 709.2402, FLORIDA STATUTES

BY THIS DURABLE POWER OF ATTORNEY, I, AUBREY A. JAMES, presently residing at 7649 Mobile Highway, Pensacola, FL 32526, appoint as my attorney-in-fact my daughter, SUSAN J. THIBODEAUX, hereinafter referred to as either "Attorney-in-Fact" or "Agent," to manage my affairs as indicated below. Said Agent has been and is so appointed pursuant to the provisions of Sections 709.2101 - 709.2402, Florida Statutes. **This Durable Power of Attorney shall be nondelegable and shall not be affected by disability, physical or mental, of the principal, except as provided by statute and the appointments hereby made shall be exercisable at any and all times provided by said Chapter 709, Florida Statutes in accordance with the following:**

1. General Grants of Authority: I hereby grant to my Agent full power and authority to exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or any interest in property owned by me, including, without limitation, my interest in all real property, including homestead real property; all personal property, tangible or intangible, all property held in any type of joint tenancy, including a tenancy in common, joint tenancy with right of survivorship, or a tenancy by the entirety; all property over which I hold a general, limited or special power of appointment; choses in action; and all other contractual or statutory rights or elections, including, but not limited to, any rights or elections in any probate or similar proceeding to which I am or may become entitled; all as to such property now owned or hereafter acquired by me.

Except as otherwise limited by applicable law, or by this durable power of attorney, my Agent has full power and authority to perform, without prior Court approval, everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, with full power of substitution or revocation, and even though my Agent may also be acting individually or on behalf of any other person or entity interested in the same matters. I hereby ratify and confirm that my Agent shall lawfully have, by virtue of this durable power of attorney, the powers herein granted, including, but not limited to, the following:

a. To forgive, request, demand, sue for recover, collect, receive, hold all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposits, annuities, pensions, profit sharing, retirement, social security, insurance and other contractual benefits and proceeds, all intangible and tangible property and property rights, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by me or due, owing, payable or belonging to me or in which I have or may hereafter acquire an interest.

b. To have, use, and take all lawful means and equitable and legal remedies and proceedings in my name for the collection and recovery of any property now or hereafter owned by me, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same.

c. To acquire, purchase, invest, reinvest, exchange, grant options to sell, and sell and convey personal property, tangible or intangible, or interests therein, for such price and on such terms and conditions as my Agent shall deem proper including, without limitation, stocks, bonds, warrants, debentures, commodities, precious metals, futures, currencies, and in domestic and foreign markets or investment funds, including common trust funds.

d. To execute stock powers or similar documents and to delegate to a transfer Agent or similar person the authority to register any stocks, bonds, or other securities either into or out of my name or nominee's name.

e. To redeem bonds issued by and United States Government or any of its agencies or any other bonds; and to purchase bonds issued by the United States Government that can be redeemed at par in payment of federal estate taxes.

f. To acquire, purchase, exchange, grant options to sell, and sell and convey any and all of my real estate, lands, tenements, leases, leaseholds or other property partaking of the nature of real estate or any part or parcel thereof, which I now own or may hereafter acquire, or interests therein, including my homestead real property, at public or private sale, for such price and on such terms and conditions as my Agent shall deem proper; to execute any and all documents necessary to effectuate same including, but not limited to, contracts, deeds, affidavits, bills of sale, assignments and closing statements; provided, however, that if I am married, my Agent may not convey or dispose of my homestead property without joinder of my spouse or my spouse's legal Guardian. Joinder by my spouse may be accomplished by the exercise of authority in a durable power of attorney executed by my joining spouse, and neither my Agent nor I may appoint the other as Agent.

g. To maintain, repair, improve, invest, manage, partition, insure, rent, lease, encumber, and in any manner deal with any real or personal property, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, in my name and for my benefit, upon such terms and conditions as my Agent shall deem proper; and to execute, acknowledge and deliver all instruments necessary to effectuate the foregoing.

h. To open and maintain savings, checking, money market and other accounts in my name or otherwise in any bank or financial institution or with any insurance or brokerage firm; to make, receive and endorse checks, drafts, or other commercial or mercantile instruments, deposit and withdraw funds, specifically including withdrawals from any savings account or savings and loan deposits; to acquire and redeem certificates of deposit and to utilize and manage such accounts; to deal generally in my behalf with any instrument for the payment of money in which I may have an interest; and to execute or release such deeds of trust or other security agreements as may be necessary or proper in the exercise of the rights and powers herein granted.

i. To borrow from time to time such sums of money upon such terms as my Agent shall deem appropriate for, or in relation to, any of the purposes or objects described herein, upon the security of any of my property whether real or personal, or otherwise, and for such purposes to give, execute, deliver and acknowledge mortgages with such powers and provisions as my Agent may think proper, and also such notes, bonds, or other instruments as may be necessary or proper in connection therewith; provided, however, that if I am married, my Agent may not mortgage my homestead property without joinder of my spouse or my spouse's legal Guardian. Joinder by my spouse may be accomplished by the exercise of authority in a durable power of attorney executed by my joining spouse, and neither my Agent nor I may appoint the other as Agent.

j. To apply for a Certificate of Title upon, and endorse and transfer title thereto, for any automobile, truck, pickup, van, motorcycle or other motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except set forth in such transfer assignment.

k. To conduct or participate in any lawful business or whatever nature for me and in my name; execute partnership agreements and amendments thereto; incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; enter into voting trusts and other agreements or subscriptions; elect or employ officers, directors and Agents, carry out the provisions of any agreement for the sale of any business interest or stock therein; and exercise voting rights with respect to stock, either in person or by proxy, and exercise stock options.

l. To make gifts to charitable organizations or to or in trust for my spouse or any descendant of mine in connection with estate, gift, generation-skipping transfer, income or other tax planning for me or to qualify me for any government assistance program.

m. To consent to any gift and to utilize any gift-splitting provision or tax election; and to pay gift taxes, but only if in furtherance of my estate plan or of my desire to minimize taxes.

n. To transfer any or all assets of mine to any revocable trust created by me as to which trust I am, during my lifetime, a primary income or principal beneficiary.

o. To withdrawn from any trust, whether revocable or irrevocable, in which I have a current beneficial interest, such amounts of the principal or accrued or collected but undistributed income of such trusts as I would be permitted to receive or withdraw, pursuant to any right of receipt or withdrawal contained in such trusts.

p. To make, execute and file any and all declarations, joint or separate returns, waivers, consents, claims and other instruments or forms (including, without limitation, any IRS forms) relating to Federal, State, municipal and other taxes or assessments, including income, transfer, property, excise and other taxes of whatever nature and whether imposed or required by any domestic or by any foreign authority, and in connection with any such taxes or assessments due or claimed or believed to be due from me or in respect of any property or rights which I may own or in which I may have any interest.

q. To represent me before any office of the Internal Revenue Service, state agency, or any other governmental or municipal body or authority of whatever nature, domestic or foreign, and to conduct and transact any case, claim or matter whatsoever in connection therewith; to receive confidential information regarding tax matters for all periods, whether before or after the execution of this instrument; and to make tax elections.

r. To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my Agent to exercise this power.

s. To exercise any statutory rights or elections, including, but not limited to, any rights or elections in any probate or similar proceeding to which I am or may become entitled; to renounce or disclaim any interest otherwise passing to me by testate or intestate succession or by inter vivos transfer.

t. To employ as investment counsel, custodians, brokers, accountants, appraisers, attorneys at law or other Agents, such persons, firms or organizations, including my said Agent and any firm of which my said Agent may be a member or employee, as deemed necessary or desirable; to pay such persons, firms or organizations such compensation as is deemed reasonable; and to determine whether or not to act upon the advice of any such Agent without liability for acting or failing to act thereon.

Exercise of any one of the above initialed authority is also conditioned upon the authority being consistent with my Agent's duties under Section 709.2114, Florida Statutes, and that the exercise of such authority is not otherwise prohibited by another agreement or instrument.

(2) Notwithstanding a grant of authority to do an act described in subsection (1) above, unless this durable power of attorney otherwise provides, my Agent who is not an ancestor, spouse, or descendant of mine may not exercise authority to create in my Agent, or in an individual to whom my Agent owes a legal obligation or support, an interest in my property, whether by gift, right of survivorship, beneficiary designation, disclaimer, or otherwise.

(3) Unless this durable power of attorney otherwise provides, a provision in this durable power of attorney granting general authority with respect to gifts authorizes my Agent to only:

(a) Make outright to, or for the benefit of, a person a gift of any of my property, including by the exercise of a presently exercisable general power of appointment held by me in an amount per donee not to exceed the annual dollar limits of the federal gift tax exclusion under 26 U.S.C. s. 2503(b), as amended, without regard to whether the federal gift tax exclusion applies to the gift, or if my spouse agrees to consent to a split gift pursuant to 26 U.S.C. s. 2513, as amended, in an amount per donee not to exceed twice the annual federal gift tax exclusion limit; and

(b) Consent, pursuant to 26 U.S.C. s. 2513, as amended, to the splitting of a gift made by my spouse in an amount per donee not to exceed the aggregate annual gift tax exclusions for me and my spouse.

3. Prohibitions:

Notwithstanding the authorities and powers contained in this durable power of attorney, my Agent may not:

- a. Perform duties under a contract that requires the exercise of my personal services,
- b. Make any affidavit as to my personal knowledge;
- c. Vote in any public election on my behalf;
- d. Exercise powers and authority granted to me as trustee or as court-appointed fiduciary.

4. Standard of Care:

Except as otherwise provided herein, any Agent named herein is a fiduciary who must observe the standards of care applicable to trustees as described in Chapter 736 of the Florida Statutes. My Agent is not liable for any acts or decisions made by my Agent in good faith and under this durable power of attorney. Notwithstanding the above, my Agent shall be liable for any breach of duty committed dishonestly, with improper motive, or with reckless indifference to the purposes of this durable power of attorney on the best of me, as principal, or abuses his or her confidential or fiduciary relationship with me as principal under this durable power of attorney.

5. Interpretation and Governing Law:

This instrument is executed by me in the State of Florida, but it is my intention that this power of attorney shall be exercisable in any other state or jurisdiction where I may have any property or interests in property.

This instrument is to be construed and interpreted as a durable power of attorney as provided for in Sections 709.2101 - 709.2402, Florida Statutes, as these Statutes may be amended from time to time. This instrument is executed and delivered in the State of Florida, and the laws of the State

of Florida shall govern all questions as to the validity of this power and the construction of its provisions.

6. Third Party Reliance:

(a) Any third party may rely upon the authority granted in my durable power of attorney until the third party has received notice as provided herein.

(b) Until a third party has received notice of revocation pursuant to the terms contained herein, partial or complete termination of the durable power of attorney by adjudication of incapacity, suspension by initiation of proceedings to determine incapacity, my death, or the occurrence of an event referenced in this durable power of attorney, the third party may act in reliance upon the authority granted in this durable power of attorney.

(c) A third party that has not received written notice hereunder may, but need not, require that my Agent execute an affidavit stating that there has been no revocation, partial or complete termination, or suspension of the durable power of attorney at the time the power of attorney is exercised. A written affidavit executed by my Agent under this paragraph may, but need not, be in the following form:

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____ ("Affiant") who swore or affirmed that:

1. Affiant is the Agent named in the durable power of attorney executed by _____ on _____.
2. This Power of Attorney is currently exercisable by Affiant. The principal is domiciled in _____.
3. To the best of Affiant's knowledge after diligent search and inquiry:
 - a. The Principal is not deceased;
 - b. Affiant's authority has not been suspended by initiation of proceedings to determine incapacity or to appoint a guardian or a guardian advocate; and
 - c. There has been no revocation, or partial or complete termination, of the power of attorney or of Affiant's authority.
4. Affiant is acting within the scope of authority granted in the power of attorney.
5. Affiant is the successor to _____, who has resigned, died, become incapacitated, is no longer qualified to serve, has declined to serve as Agent, or is otherwise unable to act, if applicable.
6. Affiant agrees not to exercise any powers granted by the Durable Power of Attorney if Affiant attains knowledge that it has been revoked, has been partially or completely terminated or suspended, or is no longer valid because of the death or adjudication of incapacity of the Principal.

Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, _____, by _____ (Affiant) who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC

My Commission No.: _____

My Commission Expires: _____

(d) Third parties who act in reliance upon the authority granted to my Agent hereunder and in accordance with the instructions of the Agent will be held harmless by me from any loss suffered or liability incurred as a result of actions taken prior to receipt of written notice of revocation, suspension, notice of a petition to determine incapacity, partial or complete termination, or my death. A person who acts in good faith upon any representation, direction, decision, or act of my Agent is not liable to me or to my estate, beneficiaries, or joint owners for those acts.

(e) My Agent is not liable for any acts or decisions made by him or her in good faith and under the terms of the durable power of attorney.

7. Notice:

(a) A notice, including, but not limited to, a notice of revocation, partial or complete termination, suspension, or otherwise, is not effective until written notice is served upon my Agent or any third persons relying upon this durable power of attorney.

(b) Notice must be in writing and served on the person or entity to be bound by such notice. Service may be by any form of mail that requires a signed receipt or by personal delivery as provided in the Florida Statutes for service of process, and must otherwise be in accordance with Sections 709.2101 - 709.2402 Florida Statutes.

8. Damages and Costs:

In any judicial action regarding this durable power of attorney, including, but not limited to, the unreasonable refusal of a third party to allow an Agent to act pursuant to the power, and challenges to the proper exercise of authority by the Agent, per statute, the prevailing party is entitled to damages and costs, including reasonable attorney's fees.

9. Validity:

This durable power of attorney shall be non-delegable, except as to the stock powers which may be delegated to a transfer agent hereunder, and shall be valid until such time as I shall die, revoke the power, or shall be adjudged totally or partially incompetent by a court of competent jurisdiction. I may revoke the power only by providing written notice to my Agent. All acts of my Agent taken or done without actual knowledge of 1) my death, 2) an adjudication of my incompetency, or 3) my revocation are valid and effective, and are hereby ratified and confirmed.

10. Revocation of Prior Instruments:

By this instrument, I hereby revoke any power of attorney, durable or otherwise, that I may have executed prior to the date of this durable power of attorney.

I hereby confirm all acts of my Agent pursuant to this power.

Any act that is done under this power between the revocation of this instrument and notice of that revocation to my Agent shall be valid unless the person claiming the benefit of the act had notice of that revocation.

IN WITNESS WHEREOF, I have set my hand and seal on this 16th day of April, 2013.

Signed, sealed and delivered
in the presence of:

Linda M. Isaac

LINDA ISAAC

PRINT NAME

J. Taylor

PRINT NAME

Aubrey A. James

AUBREY A. JAMES

STATE OF FLORIDA
COUNTY OF ESCAMBIA

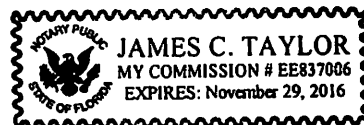
The foregoing instrument was acknowledged before me this 16th day of April, 2013, by AUBREY A. JAMES who is personally known to me or who produced FIA-FCID as identification.

J. Taylor

NOTARY PUBLIC

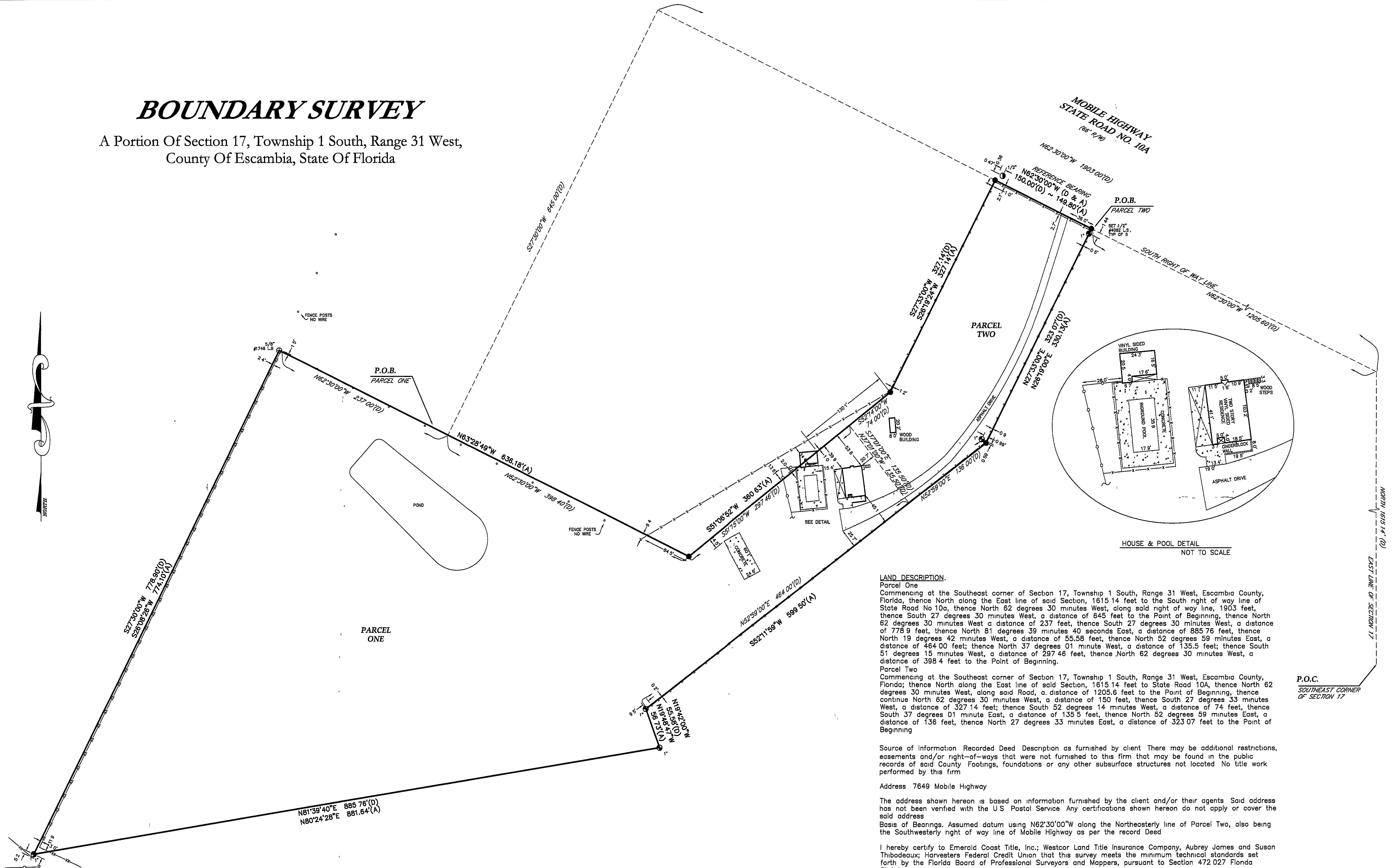
My Commission No.: _____

My Commission Expires: _____



BOUNDARY SURVEY

A Portion Of Section 17, Township 1 South, Range 31 West,
County Of Escambia, State Of Florida



SURVEYOR'S CERTIFICATE

I hereby certify the survey shown hereon meets the minimum technical standards, set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.051 and 5J-17.052, Florida Administrative code, pursuant to Section 472.027, Florida Statutes

Joel C. Walters, No. 4082
State of Florida

LEGEND

4" x 4" (P.M.) Permanent Reference Monument Found 4" x 4" Concrete Monument Found Capped Iron Rod Found Iron Rod Unnumbered Found Iron Pipe Unnumbered Found
(P.C.P.) Permanent Control Point Found Nail & disk Found 1/2" Capped Iron Rod #4082 Set Utility Pole Guy Anchor Wire E-T-C Aerial Electric, Telephone, Cable Lines Ele- Elevation
Chain Link Fence Wire Fence Wood Fence R/W- Right of Way B.S.L- Building Setback Line CONC- Concrete C- Centerline R- Property Line P.O.L- Point on Line C.M- Concrete Monument
P.O.C- Point of Commencement P.O.B- Point of Beginning P.C- Point of Curvature P.T- Point of Tangency P.I- Point of Intersection P.R.C- Point of Reverse Curvature P.C.C- Point of Compound Curvature
R- Radius Δ- Delta L- Length of Arc C- Chord CB- Chord Bearing T- Tangent (P)- Plat (D)- Description or Deed (A)- Actual (TYP)- Typical LB- Licensed Business LS- Licensed Surveyor
Indicates Covered Benchmark Set Hub & Tack NR- Non-Radial NTS- Not to Scale

LAND DESCRIPTION

Parcel One
Commencing at the Southeast corner of Section 17, Township 1 South, Range 31 West, Escambia County, Florida; thence North along the East line of said Section, 1615.14 feet to the South right of way line of State Road No 10a, thence North 62 degrees 30 minutes West, along said right of way line, 1903 feet, thence South 27 degrees 30 minutes West, a distance of 645 feet to the Point of Beginning, thence North 62 degrees 30 minutes West, a distance of 237 feet, thence South 27 degrees 30 minutes West, a distance of 778.9 feet, thence North 81 degrees 39 minutes 40 seconds East, a distance of 885.76 feet, thence North 19 degrees 42 minutes West, a distance of 55.58 feet, thence North 52 degrees 59 minutes East, a distance of 464.00 feet; thence North 37 degrees 01 minute West, a distance of 135.5 feet; thence South 51 degrees 15 minutes West, a distance of 297.46 feet, thence North 62 degrees 30 minutes West, a distance of 398.4 feet to the Point of Beginning.

Parcel Two
Commencing at the Southeast corner of Section 17, Township 1 South, Range 31 West, Escambia County, Florida; thence North along the East line of said Section, 1615.14 feet to State Road 10a, thence North 62 degrees 30 minutes West, along said Road, a distance of 1205.6 feet to the Point of Beginning, thence continue North 62 degrees 30 minutes West, a distance of 150 feet, thence South 27 degrees 33 minutes West, a distance of 327.14 feet; thence South 52 degrees 14 minutes West, a distance of 74 feet, thence South 37 degrees 01 minute East, a distance of 135.5 feet, thence North 52 degrees 59 minutes East, a distance of 136 feet, thence North 27 degrees 33 minutes East, a distance of 323.07 feet to the Point of Beginning

Source of Information: Recorded Deed Description as furnished by client. There may be additional restrictions, easements and/or right-of-ways that were not furnished to this firm that may be found in the public records of said County Footings, foundations or any other subsurface structures not located. No title work performed by this firm.

Address: 7649 Mobile Highway

The address shown hereon is based on information furnished by the client and/or their agents. Said address has not been verified with the U.S. Postal Service. Any certifications shown hereon do not apply or cover the said address.

Basis of Bearings: Assumed datum using N62°30'00"W along the Northeastly line of Parcel Two, also being the Southwesterly right of way line of Mobile Highway as per the record Deed.

I hereby certify to Emerald Coast Title, Inc.; Westcoast Land Title Insurance Company, Aubrey James and Susan Thibodeaux; Harvesters Federal Credit Union that this survey meets the minimum technical standards set forth by the Florida Board of Professional Surveyors and Mappers, pursuant to Section 472.027 Florida Statutes.

NOTICE: THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LAND SURVEYING

FAX NO
(850) 944-3012

PENSACOLA, FL 32526



JOEL WALTERS

TELEPHONE NO
(850) 944-7926

9191 RUBY'S FISH CAMP ROAD

DATE: _____
REVISED: _____



JOB NO. 13-03-015
CAD FILE: 1303015
REQUESTED BY: SUSAN THIBODEAUX
DATE OF SURVEY: 04/02/2013
FIELD BOOK: 628
ENCLOSURES: AS SHOWN
DRAWN BY: HMA

1
SHEET 1 OF 1
FILE NO C-1137



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

Meeting Date: 01/31/13

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-12

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: SUSAN ThiBODEAUX, Applicant & OWNER

*Address: _____ *City, State, Zip: _____

Email Address: _____ Phone: _____

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 and granted uniform time to speak (normally 3 – 5 minutes).
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. 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.
6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4542

Growth Management Report 19. 2.

BCC Regular Meeting

Public Hearing

Meeting Date: 07/11/2013

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 cases heard by the Planning Board on June 3, 2013 and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning cases Z-2013-04, Z-2013-11, and Z-2013-12 were heard by the Planning Board on June 3, 2013. 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 2013-_____

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-2013-04
Address: 2842 Nowak Dairy Road
Property Reference No.: 36-1N-31-2000-000-000
36-1N-31-1200-000-000
Property Size: 47.98 (+/-) acres
From: VAG-2, Villages Agriculture Districts, Gross Density (one du/five acres)
To: V-2, Villages Single-Family Residential, Gross Density (two units/acre)
FLU Category: MU-S, Mixed-Use Suburban

Case No.: Z-2013-11
Address: 10200 Pensacola Boulevard
Property Reference No.: 09-1S-30-1101-000-009
Property Size: 2.37 (+/-) acres
From: C-1, Retail Commercial District (cumulative) (25 du/acre)
To: C-2, General Commercial and Light Manufacturing District (cumulative) (25 du/acre)
FLU Category: C, Commercial

| | |
|-------------------------|--|
| Case No.: | Z-2013-12 |
| Address: | 7649 Mobile Highway |
| Property Reference No.: | 17-1S-31-4201-000-000 |
| Property Size: | 10.5 (+/-) acres |
| From: | R-2, Single-Family District (cumulative), Low-Medium Density (seven du/acre) |
| To: | AG, Agricultural District, Low Density (1.5 acres/du) |
| FLU Category: | MU-S, Mixed-Use Suburban |

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 (2012); 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 _____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4543

Growth Management Report 19. 3.

BCC Regular Meeting

Public Hearing

Meeting Date: 07/11/2013

Issue: 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Articles 3 and 13

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Articles 3 and 13

That the Board adopt an Ordinance to the Land Development Code (LDC) Article 3, "Definitions," Section 3.02.00, Article 13, Section 13.22.02, "Design Guidelines for Signs and Outdoor Displays," adding Section 13.23.00, "Exterior Lighting for New Construction and Existing Lighting on Pensacola Beach that Protect Nesting Sea Turtles and Hatchlings."

This draft ordinance was approved by the Santa Rosa Island Authority on May 1, 2013.

BACKGROUND:

As part of it's ongoing beach management plan, the County needs to periodically nourish the beaches of Pensacola Beach. To dredge sand from the Gulf of Mexico and place on our beaches, the County obtains environmental permits from the US Army Corps of Engineers and Florida Department of Environmental Protection. The County will be updating these permits to facilities beach repairs from Hurricane Gustav and Hurricane Issac. A part of mitigation required is the regulation of lighting that may impact nesting sea turtles and their hatchlings.

Staff has met with Pensacola Beach commercial and residential stakeholders over the last year to develop lighting standards that will address the state and federal permit process. This draft ordinance represents numerous stakeholder meetings and input by all interested parties ultimately reaching consensus.

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:

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 interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Santa Rosa Island Authority, Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance with Legal Sign Off

Clean Ordinance

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Turtle Lighting Ordinance - Draft 7A

Date: 05/15/13

Date requested back by: 5/15/13

Requested by: Allyson Cain for Tim Day

Phone Number: 595-3547

.....

(LEGAL USE ONLY)

Legal Review by *JB West*

Date Received: *May 15, 2013*

☒ Approved as to form and legal sufficiency.

☐ Not approved.

☐ Make subject to legal signoff.

Additional comments:

Subject to comments in my previous email.

ORDINANCE NUMBER 2013-_____

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 3, "DEFINITIONS," SECTION 3.02.00, CREATING THE DEFINITIONS FOR LIGHTING STANDARDS ON PENSACOLA BEACH; AMENDING ARTICLE 13, SECTION 13.22.02, "DESIGN GUIDELINES FOR SIGNS AND OUTDOOR DISPLAYS," AMENDING ARTICLE 13, ADDING SECTION 13.23.00 "EXTERIOR LIGHTING," FOR NEW CONSTRUCTION AND EXISTING LIGHTING ON PENSACOLA BEACH THAT PROTECT NESTING SEA TURTLES AND HATCHLINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County, Florida, has a coastal community with an extensive shoreline on the Gulf of Mexico; and

WHEREAS, Escambia County's extensive shoreline on Santa Rosa Island provides important nesting habitat for several species of sea turtles; and

WHEREAS, Escambia County's shoreline on Santa Rosa Island is developed or may be developed with lighted structures on the shoreline in close proximity to sea turtle nesting areas; and

WHEREAS, structures that are built on or near the Gulf of Mexico shoreline usually include some source of artificial lighting; and

WHEREAS, scientific studies conclude that certain types of artificial lighting have a detrimental effect on nesting sea turtles and their hatchlings by inhibiting nesting and interfering with the natural lighting cues used by hatchlings to properly orient to the open waters of the Gulf of Mexico; and

WHEREAS, Escambia County recognizes and respects the rights of citizens to use their property to the full extent and for their personal enjoyment; and

WHEREAS, it is the goal of the Escambia County Board of County Commissioners (the "Board") to promote effective management of exterior and interior lighting to provide both safe and secure nighttime use of private property

1 by property owners and minimize disturbances to nesting sea turtles and their
2 hatchlings; and
3

4 **WHEREAS**, the Board desires to implement this ordinance with the
5 intention of reducing the detrimental effects of artificial lighting and other human
6 actions on sea turtles;
7

8 **NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY**
9 **COMMISSIONERS OF ESCAMBIA COUNTY:**
10

11 **Section 1.** The foregoing recitals are true and correct and incorporated herein
12 by reference.
13

14 **Section 2.** Part III of the Escambia County Code of Ordinances, the Land
15 Development Code of Escambia County, Article 3 and Article 13, Section
16 13.23.00 are hereby amended as follows (words underlined are additions and
17 words ~~stricken~~ are deletions):
18

19 **Article 3 of the Escambia County Land Development Code is hereby**
20 **amended to add the following definitions (insertions are underlined,**
21 **deletions have ~~strikethrough~~):**
22

23 Artificial light or artificial lighting. The light emanating from a manmade
24 point source of light.
25

26 Disorientation. Inability of hatchling or adult sea turtles to orient properly to
27 the Gulf of Mexico.
28

29 Full cut-off fixture (luminaires). A fixture with a flat, horizontally oriented
30 lens and opaque sides that does not permit light distribution above a horizontal
31 plane located at the bottom of the fixture.
32

33 Hatchling. Any individual of a species of sea turtle, within or outside of a
34 nest, which has recently hatched from an egg.
35

36 High Pressure Sodium Light (HPS). An electric discharge lamp containing
37 sodium, neon, argon, and mercury that produces a wide-spectrum yellow light.
38

39 Light Emitting Diode fixture (LED). A semiconductor light source. For
40 wildlife lighting applications the diode shall emit true red, orange, or amber light.
41

42 Line of Sight of the Beach. Observable from the mean high water line at a height
43 of two feet.
44

1 Long wavelength. Light with wavelengths greater than 580 nm that emit
2 light in the yellow to red color spectrum.

3
4 Low-pressure sodium light (LPS). An electric discharge lamp containing
5 sodium, neon, and argon and that appears amber-yellow when lighted.

6
7 Metal halide light. An electric light that produces light by an electric arc
8 through a gaseous mixture of vaporized mercury and metal halides. For beach
9 lighting applications, this does not include lights characterized as a high pressure
10 sodium light or low pressure sodium light.

11
12 Point source of light. A bulb, lamp, filament or other manmade source
13 within a fixture that emanates light, including, but not limited to incandescent,
14 tungsten-iodine (quartz), mercury vapor, fluorescent, metal halide, neon,
15 halogen, high pressure sodium, and low pressure sodium light sources, as well
16 as natural gas lights, torches, camp and bonfires. When a lamp is contained
17 within a translucent fixture, the entire fixture shall be considered the point source
18 of light.

19
20 Pole lighting. A light fixture set on a base or pole that raises the source of
21 light higher than forty-eight (48) inches off the ground.

22
23 Sea turtle nesting season. The period from May 1 through October 31 of
24 each year.

25
26 Shield. An opaque covering, canopy or other such device fitted over a light
27 source that blocks the light source from being observed from the beach and
28 prevents the light from illuminating the beach.

29
30 Tinted glass. Any tinted glass treated to achieve an industry-approved,
31 inside-to-outside light transmittance value of 45% or less. Such transmittance is
32 limited to the visible spectrum (400 to 700 nanometers) and is measured as the
33 percentage of light that is transmitted through the glass.

34
35 Wildlife lighting. Artificial lighting that minimizes the potential for negative
36 effects to the nocturnal behaviors of nesting and hatchling sea turtles and other
37 wildlife. Based on the premise of Keep it Low, Keep it Shielded, and Keep
38 it Long, the following criteria apply:

- 39
40 A. The light source is mounted as low to the ground or floor as practicable
41 through the use of fixtures such as, low-mounted wall fixtures, low
42 bollards, and ground-level fixtures;
43
44 B. The lumens emitted by the light source are the minimal required for the
45 intended application;

- 1
2 C. The light source is contained within a full cut-off or fully shielded fixture
3 such that no light is broadcast above a horizontal plane and the point
4 source of light and any reflective surfaces of the fixture are not directly
5 visible from the beach;
6 D. The lamps emit predominately long-wavelength light (>580 nm). These
7 long-wavelength light sources include low pressure sodium vapor lamps,
8 bulbs marketed to reduce attraction of insects ("bug bulbs"), amber and
9 red LEDs, true red neon lamps, and other lamps certified by the Florida
10 Fish and Wildlife Conservation Commission as "Wildlife Lighting."

11
12 Window tinting. Tinting or film that meets the standards for tinted glass.
13

14 **Article 13.22.02. A is hereby amended as part of the Escambia County Land**
15 **Development Code (insertions are underlined, deletion have ~~strikethrough~~):**
16

17 13.22.02. Standards and guidelines for design, erection and maintenance of
18 signs.
19

20 A. Design guidelines for signs and outdoor displays.
21

- 22 1. Sign structure shall be weather resistant material. Main lettering and
23 background shall be in the colors recommended by the SRIA to match
24 the color and texture of the structure.
25
26 2. All permanent signs shall incorporate the use of attached lettering. The
27 use of durably or other exterior plywood, together with painted on
28 lettering, is not approved.
29
30 3. Up to one-third of the sign area may include the logo, which may
31 include the name, or special color scheme of that business.
32
33 ~~4. All illuminated signs shall be "face-lighted" or "shadow-lighted".~~
34

35 ~~Face-lighting means the light source is operated from the sign surface by~~
36 ~~means of spotlights or similar fixtures.~~
37

38 ~~Shadow lighting is an indirect, concealed light source which is attached~~
39 ~~directly to the face of the sign. Each element to be lighted must have an~~
40 ~~opaque surface such that the light does not shine through the element.~~
41 ~~No exposed neon is allowed.~~
42

43 ~~Lighted canopies displaying the name of the business will be allowed, but~~
44 ~~in each case a color rendering of the proposed canopy, with the~~
45 ~~dimensions of the canopy and the building to which it will be attached,~~

1 ~~must be presented to the Architectural and Environmental Committee for~~
2 ~~approval.(Amended 10/16/94)~~
3

4 4. Signs shall be located on the landward side of structures, when
5 possible. Signs that must be placed on the seaward side of structures
6 shall be positioned such that they are not in line of sight of the beach and
7 shall be mounted perpendicular to the beach. If placement of signs within
8 line of sight of the beach is unavoidable, long-wavelength lighting shall be
9 required.

10
11 5.Signs may not be illuminated utilizing up-lighting.
12

13 6. All illuminated signs shall be "face-lighted" or "shadow-lighted."
14 Face-lighting means the light source is operated from the sign surface by
15 means of spotlighting or similar fixtures.
16

17 Shadow-lighting is an indirect, concealed light source which is attached
18 directly to the face of the sign. Each element to be lighted must have an
19 opaque surface such that the light does not shine through the element. No
20 exposed neon is allowed.
21

22 Lighted canopies displaying the name of the business will be allowed, but
23 in each case a color rendering of the proposed canopy, with the
24 dimensions of the canopy and the building to which it will be attached,
25 must be presented to the architectural and environmental committee for
26 approval. (Amended 10/16/94).
27

28 ~~5.7.~~ Signs with reader boards containing changeable wording will be
29 considered if the reader board is restricted to not more than one-third of
30 the sign area, is incorporated into the main sign and otherwise conforms
31 to the color and illumination requirements of the sign regulations.
32

33 ~~6.8.~~ Signs for any establishment may be freestanding or attached or a
34 combination of both.
35

36 ~~7.9.~~ Freestanding signs are defined as those located on the leasehold
37 premises, not a part of the main building structure.
38

39 a. Freestanding signs are encouraged to be low and horizontal in
40 character. The top and bottom of the sign may not exceed 14 feet
41 and six feet, respectively, above the crown of the nearest
42 street/road.
43

1 b. Freestanding signs shall be mounted in or directly adjacent to a
2 required landscaped area which shall not be smaller than the face
3 area of the sign itself.
4

5 c. Freestanding signs may not exceed 65 square feet in area and
6 may be single or double-sided. If a double-sided sign is identical on
7 both sides, its size will be calculated as that of a single face.
8 Supports and landscaping are excluded from sign area calculations
9 as long as they do not include lettering or other symbols.
10

11 d. Businesses that are 750 feet or more from the road right-of-way
12 have freestanding signs that do not exceed 18 feet above the
13 crown of the road.
14

15 8-10. Attached signs are defined as those which are attached to or
16 incorporated into a building.
17

18 a. Attached signs may not extend above the facade of a
19 building (which may include mansards).
20

21 b. Wall signs. The maximum square footage for a wall sign shall not
22 exceed ten percent of the wall surface facing the addressed street.
23 For those businesses with more than one store front, the maximum
24 square footage for a wall sign shall not exceed 15 percent of the
25 wall surface facing the addressed street. Any one sign shall not
26 exceed 200 square feet. The wall surface shall be measured by
27 determining the total vertical wall surface and the horizontal wall
28 surface and can include the roof surface when the roof slope is
29 steeper than 45 degrees.
30

31 NOTE: The square footage authorized under this provision may be allocated to
32 one or more wall signs mounted on the vertical wall surface or the sloped roof
33 surface.
34

35 9-11. Where several businesses are incorporated into an identifiable entity
36 operating under a master lease and a tenant's association, the following
37 regulations will apply:
38

39 a. The main freestanding sign identifying the complex shall not
40 exceed 65 square feet and shall comply with other sign regulations.
41

42 b. Informational or directory signs are limited to 16 square feet.
43
44

1 c. Individual businesses within the complex having exterior walls
2 fronting a street or parking lot, or facing the water, may display
3 attached signs on said walls not to exceed 16 square feet in size.
4

5 d. Individual businesses inside the complex may display attached
6 signs not to exceed four square feet, near the entrance to their
7 building, on walls other than those described in item c, above.
8
9

10 ~~40.12.~~ Should any portion of the exterior of a structure deviate in color
11 from the main part of the structure, whether structural or not, and said
12 deviation represents that company's color scheme or logo, it is considered
13 to be signage.
14

15 Any proposed deviation submitted for approval will be considered on its
16 own merit.
17

18 ~~44.13.~~ Any vehicle which displays a sign, logo or other advertising related
19 to a business located within the jurisdiction of the Santa Rosa Island
20 Authority must be parked in the rear of the business or in an
21 inconspicuous place, out of view of the public street facing the business.
22
23
24

25 **Article 13.23.00 is hereby amended as part of the Escambia County Land**
26 **Development Code (insertions are underlined, deletion have ~~strikethrough~~):**
27

28 **13.23.00 Exterior Lighting**

29 **13.23.01 Exemptions**

- 30
31
32 A. Lights mandated by Federal regulations (e.g., Federal Aviation
33 Administration) for illuminating obstructions in navigable airspace and
34 lights required by the U.S. Coast Guard for boat navigation are exempt
35 from the provisions of this section provided such lights have been
36 reviewed and approved in accordance with requirements of the Federal
37 Endangered Species Act. Also exempted are traditional holiday lights
38 used outside the sea turtle nesting season.
39

40 **13.23.02 Standards for new construction activities**

- 41
42
43 A. In order to provide the highest level of protection for nesting sea turtles
44 and their hatchlings, the following standards shall apply to artificial light
45 sources on all new coastal construction (including redevelopment and

substantial improvements) on Pensacola Beach for which a building permit was issued on or after the effective date of this ordinance:

1. The point source of light or any reflective surface of the light fixture shall not be directly visible within line of sight of the Gulf of Mexico beach.
2. Unless otherwise exempted herein, only Wildlife Lighting, as defined in Article 3, shall be used for all exterior applications within the line-of-sight of the Gulf of Mexico beach.
3. Pole-mounted lights for pedestrians shall only be used for those applications where mounting the lights at lower elevations cannot practicably achieve the required foot candles to conform to the Florida Building Code and a waiver to those Building Code requirements, as provided under State Statute and Florida Administrative Code Rule, has been requested and denied. Where used, these fixtures and lamps shall be properly shielded and may not be mounted at a height greater than 12 feet above the ground. Pole-mounted lights shall not be used for pathway or access area lighting.
4. Lighting of dune walkovers and elevated crossovers to the beach is prohibited seaward of the dune crest.
5. The use of metal halide lighting is prohibited throughout Pensacola Beach.
6. Temporary lighting of construction sites shall be restricted to the minimal number of lights necessary to conform to state and/or federal safety regulations (e.g., OSHA).
7. Interior stairwells, elevators and enclosed parking garages that allow light to escape through windows or other openings within line-of-sight of the beach shall comply with the definition of "wildlife lighting".
8. Tinted glass shall be installed on all windows and glass doors within line of sight of the Gulf of Mexico beach..
9. Roadway, parking lot, and utility leased lighting including "yard" or security lighting within line-of-sight of the beach shall use low-pressure sodium lights (LPS) 55 watts or less and full cut-off fixtures mounted no higher than 25 feet above the ground, or equivalent LED. Additional shielding shall be installed if the light sources can be observed from the beach. High-intensity lighting applications not within line-of-sight of the beach shall use either full cut-off LPS 55

1 watts or less or full cut-off high pressure sodium (HPS) lights 150
2 watts or less mounted no higher than 25 feet above the ground.

- 3
- 4 10. Before granting any building permit, the Santa Rosa Island Authority
5 and Escambia County Building Department shall determine that all
6 proposed construction complies in all respects with the standards
7 imposed in this section. Detailed project lighting plans shall be
8 submitted to the SRIA and County showing the location of all exterior
9 light sources relative to adjacent nesting habitat. The plans must
10 identify the location, number and type of lighting to be used for all
11 fixtures.
- 12
- 13 11. Should the light fixtures practically permitted by Section 13.23.02 fail
14 to provide sufficient light to comply with the Florida Building Code,
15 alternative lighting may be used provided a waiver to Florida Building
16 Code requirements, as provided under State Statute and Florida
17 Administrative Code Rule, has been requested and denied. In that
18 case, a combination of full-cutoff LPS fixtures, full-cutoff HPS fixtures,
19 or LED fixtures, may be used to provide the required level of
20 illumination, and the most effective light management practices
21 available (best available technology) shall be utilized to minimize light
22 trespass. Conflicts with other applicable state and/or federal laws or
23 regulations may be resolved in a similar manner.
- 24
- 25 12. Upon the issuance of a certificate of occupancy for any new
26 development within direct line-of-sight of the beach, compliance with
27 the beachfront lighting standards set forth in this article shall be
28 approved as follows:
- 29 a. Upon completion of the construction activities, the inspector shall
30 conduct a site inspection which includes a night survey with all
31 beachfront lighting turned on.
- 32 b. The inspector shall prepare and report the inspection findings in
33 writing identifying:
- 34 1) The date and time of initial inspection;
- 35 2) The extent of compliance with the lighting standards;
- 36 3) All areas of observed noncompliance, if applicable;
- 37 4) Any action(s) taken to remedy observed noncompliance, if
38 applicable;
- 39 5) The inspector, in cases where remedial action is necessary,
40 shall notify the owner or developer of the results of the
41 inspection and shall schedule a date and time for it
42 subsequent inspection.
- 43

44 **13.23.03 Standards for existing lighting**

45

1 A. In order to provide the highest level of protection for nesting sea turtles,
2 their hatchlings, and other wildlife, all existing artificial light sources,
3 including utility leased lighting, within Pensacola Beach shall be brought
4 into compliance with the provisions of this ordinance as follows:

5
6 1. All existing artificial light sources must comply with the standards set
7 forth in Section 13.23.02 by May 1, 2018.

8
9 2. The use of up-lighting shall be prohibited after 10:00PM during the
10 turtle nesting season. However, up-lighting associated with building
11 façade illumination may be utilized until midnight during the turtle
12 nesting season.

13
14 3. Documented disorientation of nesting or hatchling sea turtles caused
15 by interior lighting is a violation of the U.S. Endangered Species Act
16 and/or the Florida Marine Turtle Protection Act. Consequently,
17 voluntary application of one or more of the following measures, as
18 applicable, are encouraged to reduce or eliminate the negative effects
19 of interior light emanating from doors and windows within line-of-sight
20 of the beach:

21
22 a. Install tinted glass or apply window tinting;

23
24 b. Rearrange lamps and other moveable light fixtures away from
25 windows;

26
27 c. Use opaque window treatments (shades, curtains, blinds, etc.) at
28 night to shield interior lights from the beach;

29
30 d. Turn off unnecessary lights.

31
32 **13.23.04 Enforcement and Penalties.**

33
34 A. Enforcement procedures and penalties under this ordinance shall be those
35 set forth in sections 162.06 through 162.13, Florida Statutes, and Chapter
36 30, Escambia County Code of Ordinances as may be amended from time
37 to time. The intent of Escambia County is to enforce only the terms of this
38 ordinance and not any state or federal laws.

39
40 B. No permit may be issued by the County to improve or expand any facility
41 constructed or modified in violation of this article until the violation has
42 been corrected.

43
44 **Section 3. Severability.**

1 If any section, sentence, clause or phrase of this Ordinance is held to be invalid
2 or unconstitutional by any Court of competent jurisdiction, then said holding shall
3 in no way affect the validity of the remaining portions of this Ordinance.
4

5 **Section 4. Inclusion in Code.**
6

7 It is the intention of the Board of County Commissioners that the provisions of
8 this Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the
9 sections, subsections and other provisions of this Ordinance may be renumbered
10 or re-lettered and the word "ordinance" may be changed to "section," "article," or
11 such other appropriate word or phrase in order to accomplish such intentions.
12

13 **Section 5. Effective Date.**
14

15 This Ordinance shall become effective upon filing with the Department of State.
16

17 **DONE AND ENACTED** this _____ day of _____, 2013.
18

19
20 **BOARD OF COUNTY COMMISSIONERS**
21 **OF ESCAMBIA COUNTY, FLORIDA**
22

23 **By:** _____
24 **Gene M. Valentino, Chairman**
25

26 **ATTEST: PAM CHILDERS**
27 **Clerk of the Circuit Court**
28

29 **By:** _____
30 **Deputy Clerk**
31

32 **(SEAL)**
33

34 **ENACTED:**
35

36 **FILED WITH THE DEPARTMENT OF STATE:**
37

EFFECTIVE DATE:

ORDINANCE NUMBER 2013-_____

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 3, "DEFINITIONS," SECTION 3.02.00, CREATING THE DEFINITIONS FOR LIGHTING STANDARDS ON PENSACOLA BEACH; AMENDING ARTICLE 13, SECTION 13.22.02, "DESIGN GUIDELINES FOR SIGNS AND OUTDOOR DISPLAYS," AMENDING ARTICLE 13, ADDING SECTION 13.23.00 "EXTERIOR LIGHTING," FOR NEW CONSTRUCTION AND EXISTING LIGHTING ON PENSACOLA BEACH THAT PROTECT NESTING SEA TURTLES AND HATCHLINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County, Florida, has a coastal community with an extensive shoreline on the Gulf of Mexico; and

WHEREAS, Escambia County's extensive shoreline on Santa Rosa Island provides important nesting habitat for several species of sea turtles; and

WHEREAS, Escambia County's shoreline on Santa Rosa Island is developed or may be developed with lighted structures on the shoreline in close proximity to sea turtle nesting areas; and

WHEREAS, structures that are built on or near the Gulf of Mexico shoreline usually include some source of artificial lighting; and

WHEREAS, scientific studies conclude that certain types of artificial lighting have a detrimental effect on nesting sea turtles and their hatchlings by inhibiting nesting and interfering with the natural lighting cues used by hatchlings to properly orient to the open waters of the Gulf of Mexico; and

WHEREAS, Escambia County recognizes and respects the rights of citizens to use their property to the full extent and for their personal enjoyment; and

WHEREAS, it is the goal of the Escambia County Board of County Commissioners (the "Board") to promote effective management of exterior and interior lighting to provide both safe and secure nighttime use of private property by property owners and minimize disturbances to nesting sea turtles and their hatchlings; and

WHEREAS, the Board desires to implement this ordinance with the intention of reducing the detrimental effects of artificial lighting and other human actions on sea turtles;

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

Section 1. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 3 and Article 13, Section 13.23.00 are hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Article 3 of the Escambia County Land Development Code is hereby amended to add the following definitions (insertions are underlined, deletions have ~~strikethrough~~):

Artificial light or artificial lighting. The light emanating from a manmade point source of light.

Disorientation. Inability of hatchling or adult sea turtles to orient properly to the Gulf of Mexico.

Full cut-off fixture (luminaires). A fixture with a flat, horizontally oriented lens and opaque sides that does not permit light distribution above a horizontal plane located at the bottom of the fixture.

Hatchling. Any individual of a species of sea turtle, within or outside of a nest, which has recently hatched from an egg.

High Pressure Sodium Light (HPS). An electric discharge lamp containing sodium, neon, argon, and mercury that produces a wide-spectrum yellow light.

Light Emitting Diode fixture (LED). A semiconductor light source. For wildlife lighting applications the diode shall emit true red, orange, or amber light.

Line of Sight of the Beach. Observable from the mean high water line at a height of two feet.

Long wavelength. Light with wavelengths greater than 580 nm that emit light in the yellow to red color spectrum.

Low-pressure sodium light (LPS). An electric discharge lamp containing sodium, neon, and argon and that appears amber-yellow when lighted.

Metal halide light. An electric light that produces light by an electric arc through a gaseous mixture of vaporized mercury and metal halides. For beach lighting applications, this does not include lights characterized as a high pressure sodium light or low pressure sodium light.

Point source of light. A bulb, lamp, filament or other manmade source within a fixture that emanates light, including, but not limited to incandescent, tungsten-iodine (quartz), mercury vapor, fluorescent, metal halide, neon, halogen, high pressure sodium, and low pressure sodium light sources, as well as natural gas lights, torches, camp and bonfires. When a lamp is contained within a translucent fixture, the entire fixture shall be considered the point source of light.

Pole lighting. A light fixture set on a base or pole that raises the source of light higher than forty-eight (48) inches off the ground.

Sea turtle nesting season. The period from May 1 through October 31 of each year.

Shield. An opaque covering, canopy or other such device fitted over a light source that blocks the light source from being observed from the beach and prevents the light from illuminating the beach.

Tinted glass. Any tinted glass treated to achieve an industry-approved, inside-to-outside light transmittance value of 45% or less. Such transmittance is limited to the visible spectrum (400 to 700 nanometers) and is measured as the percentage of light that is transmitted through the glass.

Wildlife lighting. Artificial lighting that minimizes the potential for negative effects to the nocturnal behaviors of nesting and hatchling sea turtles and other wildlife. Based on the premise of Keep it Low, Keep it Shielded, and Keep it Long, the following criteria apply:

- A. The light source is mounted as low to the ground or floor as practicable through the use of fixtures such as, low-mounted wall fixtures, low bollards, and ground-level fixtures;
- B. The lumens emitted by the light source are the minimal required for the intended application;
- C. The light source is contained within a full cut-off or fully shielded fixture such that no light is broadcast above a horizontal plane and the point

source of light and any reflective surfaces of the fixture are not directly visible from the beach;

- D. The lamps emit predominately long-wavelength light (>580 nm). These long-wavelength light sources include low pressure sodium vapor lamps, bulbs marketed to reduce attraction of insects ("bug bulbs"), amber and red LEDs, true red neon lamps, and other lamps certified by the Florida Fish and Wildlife Conservation Commission as "Wildlife Lighting."

Window tinting. Tinting or film that meets the standards for tinted glass.

Article 13.22.02. A is hereby amended as part of the Escambia County Land Development Code (insertions are underlined, deletion have ~~strikethrough~~):

13.22.02. Standards and guidelines for design, erection and maintenance of signs.

A. Design guidelines for signs and outdoor displays.

1. Sign structure shall be weather resistant material. Main lettering and background shall be in the colors recommended by the SRIA to match the color and texture of the structure.
2. All permanent signs shall incorporate the use of attached lettering. The use of duraply or other exterior plywood, together with painted on lettering, is not approved.
3. Up to one-third of the sign area may include the logo, which may include the name, or special color scheme of that business.
4. ~~All illuminated signs shall be "face-lighted" or "shadow-lighted".~~

~~Face-lighting means the light source is operated from the sign surface by means of spotlights or similar fixtures.~~

~~Shadow lighting is an indirect, concealed light source which is attached directly to the face of the sign. Each element to be lighted must have an opaque surface such that the light does not shine through the element. No exposed neon is allowed.~~

~~Lighted canopies displaying the name of the business will be allowed, but in each case a color rendering of the proposed canopy, with the dimensions of the canopy and the building to which it will be attached, must be presented to the Architectural and Environmental Committee for approval. (Amended 10/16/94)~~

4. Signs shall be located on the landward side of structures, when possible. Signs that must be placed on the seaward side of structures shall be positioned such that they are not in line of sight of the beach and shall be mounted perpendicular to the beach. If placement of signs within line of sight of the beach is unavoidable, long-wavelength lighting shall be required.

5. Signs may not be illuminated utilizing up-lighting.

6. All illuminated signs shall be "face-lighted" or "shadow-lighted." Face-lighting means the light source is operated from the sign surface by means of spotlighting or similar fixtures.

Shadow-lighting is an indirect, concealed light source which is attached directly to the face of the sign. Each element to be lighted must have an opaque surface such that the light does not shine through the element. No exposed neon is allowed.

Lighted canopies displaying the name of the business will be allowed, but in each case a color rendering of the proposed canopy, with the dimensions of the canopy and the building to which it will be attached, must be presented to the architectural and environmental committee for approval. (Amended 10/16/94).

5-7. Signs with reader boards containing changeable wording will be considered if the reader board is restricted to not more than one-third of the sign area, is incorporated into the main sign and otherwise conforms to the color and illumination requirements of the sign regulations.

6-8. Signs for any establishment may be freestanding or attached or a combination of both.

7-9. Freestanding signs are defined as those located on the leasehold premises, not a part of the main building structure.

a. Freestanding signs are encouraged to be low and horizontal in character. The top and bottom of the sign may not exceed 14 feet and six feet, respectively, above the crown of the nearest street/road.

b. Freestanding signs shall be mounted in or directly adjacent to a required landscaped area which shall not be smaller than the face area of the sign itself.

c. Freestanding signs may not exceed 65 square feet in area and may be single or double-sided. If a double-sided sign is identical on

both sides, its size will be calculated as that of a single face. Supports and landscaping are excluded from sign area calculations as long as they do not include lettering or other symbols.

d. Businesses that are 750 feet or more from the road right-of-way have freestanding signs that do not exceed 18 feet above the crown of the road.

8.10. Attached signs are defined as those which are attached to or incorporated into a building.

a. Attached signs may not extend above the facade of a building (which may include mansards).

b. Wall signs. The maximum square footage for a wall sign shall not exceed ten percent of the wall surface facing the addressed street. For those businesses with more than one store front, the maximum square footage for a wall sign shall not exceed 15 percent of the wall surface facing the addressed street. Any one sign shall not exceed 200 square feet. The wall surface shall be measured by determining the total vertical wall surface and the horizontal wall surface and can include the roof surface when the roof slope is steeper than 45 degrees.

NOTE: The square footage authorized under this provision may be allocated to one or more wall signs mounted on the vertical wall surface or the sloped roof surface.

9.11. Where several businesses are incorporated into an identifiable entity operating under a master lease and a tenant's association, the following regulations will apply:

a. The main freestanding sign identifying the complex shall not exceed 65 square feet and shall comply with other sign regulations.

b. Informational or directory signs are limited to 16 square feet.

c. Individual businesses within the complex having exterior walls fronting a street or parking lot, or facing the water, may display attached signs on said walls not to exceed 16 square feet in size.

d. Individual businesses inside the complex may display attached signs not to exceed four square feet, near the entrance to their building, on walls other than those described in item c, above.

~~40-12.~~ Should any portion of the exterior of a structure deviate in color from the main part of the structure, whether structural or not, and said deviation represents that company's color scheme or logo, it is considered to be signage.

Any proposed deviation submitted for approval will be considered on its own merit.

~~44-13.~~ Any vehicle which displays a sign, logo or other advertising related to a business located within the jurisdiction of the Santa Rosa Island Authority must be parked in the rear of the business or in an inconspicuous place, out of view of the public street facing the business.

Article 13.23.00 is hereby amended as part of the Escambia County Land Development Code (insertions are underlined, deletion have ~~strikethrough~~):

13.23.00 Exterior Lighting

13.23.01 Exemptions

- A. Lights mandated by Federal regulations (e.g., Federal Aviation Administration) for illuminating obstructions in navigable airspace and lights required by the U.S. Coast Guard for boat navigation are exempt from the provisions of this section provided such lights have been reviewed and approved in accordance with requirements of the Federal Endangered Species Act. Also exempted are traditional holiday lights used outside the sea turtle nesting season.

13.23.02 Standards for new construction activities

- A. In order to provide the highest level of protection for nesting sea turtles and their hatchlings, the following standards shall apply to artificial light sources on all new coastal construction (including redevelopment and substantial improvements) on Pensacola Beach for which a building permit was issued on or after the effective date of this ordinance:
 - 1. The point source of light or any reflective surface of the light fixture shall not be directly visible within line of sight of the Gulf of Mexico beach.

2. Unless otherwise exempted herein, only Wildlife Lighting, as defined in Article 3, shall be used for all exterior applications within the line-of-sight of the Gulf of Mexico beach.
3. Pole-mounted lights for pedestrians shall only be used for those applications where mounting the lights at lower elevations cannot practicably achieve the required foot candles to conform to the Florida Building Code and a waiver to those Building Code requirements, as provided under State Statute and Florida Administrative Code Rule, has been requested and denied. Where used, these fixtures and lamps shall be properly shielded and may not be mounted at a height greater than 12 feet above the ground. Pole-mounted lights shall not be used for pathway or access area lighting.
4. Lighting of dune walkovers and elevated crossovers to the beach is prohibited seaward of the dune crest.
5. The use of metal halide lighting is prohibited throughout Pensacola Beach.
6. Temporary lighting of construction sites shall be restricted to the minimal number of lights necessary to conform to state and/or federal safety regulations (e.g., OSHA).
7. Interior stairwells, elevators and enclosed parking garages that allow light to escape through windows or other openings within line-of-sight of the beach shall comply with the definition of "wildlife lighting".
8. Tinted glass shall be installed on all windows and glass doors within line of sight of the Gulf of Mexico beach..
9. Roadway, parking lot, and utility leased lighting including "yard" or security lighting within line-of-sight of the beach shall use low-pressure sodium lights (LPS) 55 watts or less and full cut-off fixtures mounted no higher than 25 feet above the ground, or equivalent LED. Additional shielding shall be installed if the light sources can be observed from the beach. High-intensity lighting applications not within line-of-sight of the beach shall use either full cut-off LPS 55 watts or less or full cut-off high pressure sodium (HPS) lights 150 watts or less mounted no higher than 25 feet above the ground.
10. Before granting any building permit, the Santa Rosa Island Authority and Escambia County Building Department shall determine that all proposed construction complies in all respects with the standards imposed in this section. Detailed project lighting plans shall be submitted to the SRIA and County showing the location of all exterior

light sources relative to adjacent nesting habitat. The plans must identify the location, number and type of lighting to be used for all fixtures.

11. Should the light fixtures practically permitted by Section 13.23.02 fail to provide sufficient light to comply with the Florida Building Code, alternative lighting may be used provided a waiver to Florida Building Code requirements, as provided under State Statute and Florida Administrative Code Rule, has been requested and denied. In that case, a combination of full-cutoff LPS fixtures, full-cutoff HPS fixtures, or LED fixtures, may be used to provide the required level of illumination, and the most effective light management practices available (best available technology) shall be utilized to minimize light trespass. Conflicts with other applicable state and/or federal laws or regulations may be resolved in a similar manner.
12. Upon the issuance of a certificate of occupancy for any new development within direct line-of-sight of the beach, compliance with the beachfront lighting standards set forth in this article shall be approved as follows:
 - a. Upon completion of the construction activities, the inspector shall conduct a site inspection which includes a night survey with all beachfront lighting turned on.
 - b. The inspector shall prepare and report the inspection findings in writing identifying:
 - 1) The date and time of initial inspection;
 - 2) The extent of compliance with the lighting standards;
 - 3) All areas of observed noncompliance, if applicable;
 - 4) Any action(s) taken to remedy observed noncompliance, if applicable;
 - 5) The inspector, in cases where remedial action is necessary, shall notify the owner or developer of the results of the inspection and shall schedule a date and time for it subsequent inspection.

13.23.03 Standards for existing lighting

- A. In order to provide the highest level of protection for nesting sea turtles, their hatchlings, and other wildlife, all existing artificial light sources, including utility leased lighting, within Pensacola Beach shall be brought into compliance with the provisions of this ordinance as follows:
 1. All existing artificial light sources must comply with the standards set forth in Section 13.23.02 by May 1, 2018,

2. The use of up-lighting shall be prohibited after 10:00PM during the turtle nesting season. However, up-lighting associated with building façade illumination may be utilized until midnight during the turtle nesting season.
3. Documented disorientation of nesting or hatchling sea turtles caused by interior lighting is a violation of the U.S. Endangered Species Act and/or the Florida Marine Turtle Protection Act. Consequently, voluntary application of one or more of the following measures, as applicable, are encouraged to reduce or eliminate the negative effects of interior light emanating from doors and windows within line-of-sight of the beach:
 - a. Install tinted glass or apply window tinting;
 - b. Rearrange lamps and other moveable light fixtures away from windows;
 - c. Use opaque window treatments (shades, curtains, blinds, etc.) at night to shield interior lights from the beach;
 - d. Turn off unnecessary lights.

13.23.04 Enforcement and Penalties.

- A. Enforcement procedures and penalties under this ordinance shall be those set forth in sections 162.06 through 162.13, Florida Statutes, and Chapter 30, Escambia County Code of Ordinances as may be amended from time to time. The intent of Escambia County is to enforce only the terms of this ordinance and not any state or federal laws.
- B. No permit may be issued by the County to improve or expand any facility constructed or modified in violation of this article until the violation has been corrected.

Section 3. 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 4. 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 (2011); 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 5. Effective Date.

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

DONE AND ENACTED this _____ day of _____, 2013.

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

By: _____
Gene M. Valentino, Chairman

**ATTEST: PAM CHILDERS
Clerk of the Circuit Court**

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4544

Growth Management Report 19. 4.

BCC Regular Meeting

Public Hearing

Meeting Date: 07/11/2013

Issue: 5:47 p.m - A Public Hearing - LDC Ordinance - Article 6, Zoning District, To Allow Parks & Recreational Facilities in Agricultural Zoning

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Article 6. To Allow Parks & Recreational Facilities in Agricultural Zoning

That the Board adopt an Ordinance to the Land Development Code (LDC) Article 6, Zoning Districts to allow Parks & Recreational Facilities in Agricultural Zoning.

This hearing serves as the second of two required public hearings before the Board of County Commissioners (BCC) as set forth in Section 2.08.04 (b) and F.S. 125.66(4)(b).

BACKGROUND:

While public parks and recreational facilities are a permitted or Conditional Use for most zoning districts in the county, there is no provision to allow them in Agricultural zoning. This is in conflict with Chapter 13 of the Escambia County Comprehensive Plan 2030 which promotes, "adequate recreational opportunities for the citizens of Escambia County through the provision of a comprehensive system of public and private park facilities". Staff is seeking to add public parks and recreation facilities as an allowed use in the Agricultural zoning district.

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:

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 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

Draft Ordinance with Legal Sign Off

Clean Ordinance

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Public Parks and Recreation Facilities in AG zoning

Date: 04/09/13

Date requested back by: 04/16/13

Requested by: Andrew Holmer

Phone Number: 595-3466

.....

(LEGAL USE ONLY)

Legal Review by *[Signature]*

Date Received: 9 April 2013

 Approved as to form and legal sufficiency.

 Not approved.

 Make subject to legal signoff.

COUNTY ATTORNEYS OFFICE
09 APR 2013

PM12:47

Additional comments:

I made minor punctuation changes.

ORDINANCE NUMBER 2013-_____

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 6, SECTION 6.05.01, TO ALLOW PUBLIC PARKS AND RECREATION FACILITIES AS A PERMITTED USE IN THE AGRICULTURAL ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through its Land Development Code, the Escambia County Board of County Commissioners desires to preserve the county as a desirable community in which to live, vacation and *do business, and promote public access to recreational opportunities through public parks and recreational facilities*,

WHEREAS, the intent of this Ordinance is to add public parks and recreation facilities as a permitted use in AG zoning districts.

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, the Land Development Code of Escambia County, Article 6, Zoning Districts, Section 6.05.01, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

6.05.01. AG agricultural district, low density.

B. Permitted uses.

24. Public parks and recreation facilities.

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 (2011); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered

DRAFT

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 _____, 2013.

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

By: _____
Gene M. Valentino, Chairman

**ATTEST: PAM CHILDERS
Clerk of the Circuit Court**

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

ORDINANCE NUMBER 2013-_____

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 6, SECTION 6.05.01, TO ALLOW PUBLIC PARKS AND RECREATION FACILITIES AS A PERMITTED USE IN THE AGRICULTURAL ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through its Land Development Code, the Escambia County Board of County Commissioners desires to preserve the county as a desirable community in which to live, vacation and *do business, and promote public access to recreational opportunities through public parks and recreational facilities*,

WHEREAS, the intent of this Ordinance is to add public parks and recreation facilities as a permitted use in AG zoning districts.

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, the Land Development Code of Escambia County, Article 6, Zoning Districts, Section 6.05.01, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

6.05.01. AG agricultural district, low density.

B. Permitted uses.

24. Public parks and recreation facilities.

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 (2011); 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 this _____ day of _____, 2013.

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

**By: _____
Gene M. Valentino, Chairman**

**ATTEST: PAM CHILDERS
Clerk of the Circuit Court**

**By: _____
Deputy Clerk**

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4492

Growth Management Report 19. 1.

BCC Regular Meeting

Consent

Meeting Date: 07/11/2013

Issue: Schedule of Public Hearings

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

That the Board authorize the scheduling of the following Public Hearings:

Thursday, August 8, 2013

A. 5:45 p.m. - A Public Hearing to amend the official Zoning map to include the following Rezoning Cases that were heard by the Planning Board on July 1, 2013.

1. Case No.: Z-2013-13

Address: 12511 Lillian Highway

Property Reference No.: 02-2S-32-6000-005-002

Property Size: 3.26 (+/-) acres

From: R-4, Multiple-Family District, (cumulative) Medium-High Density (18 du/acre)

To: C-1, Retail Commercial District (cumulative) (25 du/acre)

FLU Category: MU-S, Mixed-Use Suburban

Commissioner District 1

Requested by: Bobby and Sally Reynolds, Owners

2. Case No.: Z-2013-14

Address: 7585 Mobile Highway

Property Reference No.: 16-1S-31-3304-000-003

Property Size: 3.92 (+/-) acres

From: R-2, Single-Family District, (cumulative), Low-Medium Density (seven du/acre)

To: AG, Agricultural District, Low Density (1.5 acres/du)

FLU Category: MU-S, Mixed-Use Suburban

Commissioner District 1

Requested by: Albert and Marie Jones, Owner

3. Case No.: Z-2013-15

Address: 6365 Helms Road

Property Reference No.: 21-1S-31-2101-001-001 and 20-1S-31-1101-000-000

No.:

Property Size: 99.97 (+/-) acres

From: AG, Agricultural District, Low Density (1.5 acres/du)

To: R-1, Single-Family District, Low Density (four du/acre)

Commissioner District: 1

Request by: Brian Brown, Agent for Figure 8 (Florida), LLC

B. 5:46 p.m. - A Public Hearing - Comprehensive Plan Amendment - Family Conveyance

C. 5:47 p.m. - A Public Hearing - LDC Article 6 - Family Conveyance

D. 5:48 p.m. - A Public Hearing - LDC Article 6 - Allowing Alcohol Sales in R-3PK Zoning

E. 5:49 p.m. - A Public Hearing - Urban Service Area - USA-2013-01 - Navy Federal Credit Union

F. 5:50 p.m. - A Public Hearing - LDC Article 13 - Marina Siting, Docks and Piers in the Right of Way

G. 5:51 p.m. - A Public Hearing - LDC Article 6 - Allowing Chickens as Accessory Uses to Single Family Dwellings



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4431

County Administrator's Report 19. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/11/2013

Issue: Reappointments to Escambia County Contractor Competency Board

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reappointments to the Contractor Competency Board - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board take the following action concerning nine reappointments to the Escambia County Contractor Competency Board:

A. Waive the Board's Policy, Section I, Part B. 1. (D), Appointment Policy and Procedures;

B. Reappoint retroactively the following three members, for a three-year term, effective October 1, 2012, through September 30, 2015:

1. David Lee Schwartz, Retired (Swimming Pool Contractor);
2. Michael E. Batchelor, Batchelor's Incorporated Roofing Contractors (Roofing Contractor); and
3. Victor Carl Wallace, Wallace Sprinkler & Supply, Inc. (Irrigation/Sprinkler Contractor); and

C. Reappoint retroactively the following six members, for a three-year term, effective May 1, 2012, through April 30, 2015:

1. James Trice Dukes, Summit Bank NA (Lay Person);
2. Leroy White, Leroy White Construction, Inc. (Building Contractor);
3. Verris "Mac" Magee, Master Gas Contractor, Expert Heating, A/C & Refrigeration, Inc. (Mechanical Contractor);
4. James F. "Jim" Lee, Whitman & Whitman Insurance (Lay Person);
5. Sam Menezes, Pensacola Christian College (Master Plumbing Contractor); and
6. James B. Reynolds, Retired (General Contractor).

BACKGROUND:

Contractor Competency Board Members serve a three-year term and may be re-appointed to serve additional terms in accordance with County Ordinance Number 2003-37.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Ryan Ross, Assistant County Attorney, has received and approved.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in keeping with the goal of the Board of County Commissioners to protect the health, safety and welfare of persons and property by requiring certification of individuals engaged in, or wishing to engage in the business of contracting in Escambia County.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

David Schwartz Resume_CCB 2013
Michael Batchelor Resume_CCB 2013
Victor Wallace Resume_CCB 2013
James Trice Dukes Resume_CCB 2013
Leroy White Resume_CCB 2013
Verris Magee Resume_CCB 2013
James Lee Resume_CCB 2013
Sam Menezes Resume_CCB 2013
James B. Reynolds Resume_CCB 2013

SCHWARTZ & SCHWARTZ

PROPERTIES • HOLDINGS

DAVID LEE SCHWARTZ

850.572.3551

Objectives:

I would like to continue to serve on the Escambia County Contractor Competency Board.

Qualifications:

I have been in the swimming pool business for 45 years and hold a swimming pool contractor's license. I have served on the competency board for the past 19 years.

Education:

I have a high school diploma from Pensacola High School and attended Pensacola Junior College.

Employment:

Prior to retiring in May 2010, I was in management at Jerry Lee Chemical for over 40 years overseeing day-to-day activities internally and customer relations.

RECEIVED
DL
MAY 23 2013
CONTRACTOR
COMPETENCY BOARD

Michael E. Batchelor
1709 E. Jackson St.
Pensacola, Florida 32501
Work Phone (850)432-4004
Cellular Phone (850)232-1865
Email mmebatch@bellsouth.net



QUALIFICATIONS SUMMARY

- Highly motivated, successful 34 plus years career in construction sales/roofing estimation/
Project management/office/budget and employment management
- Solid background in roofing estimation, sales planning, executing sales, marketing plans,
and hands on management of accounts
 - Highly developed skills and experience cultivating business partnerships to increase pro-
ductivity, increasing revenues
 - Strong skills in budgeting and financial management
 - Self-motivated, resourceful and organized
 - Well-developed and creative presentation skills, persuasive communicator, and excellent
customer service
 - Able to develop loyal relationships with customers, colleagues, and management
 - Well-established network in the roofing and construction industry
 - All residential and commercial roofing project management

WORK HISTORY

May 1979-present

Batchelor's Incorporated Roofing Contractors, Pensacola, Florida
Licensed Roofing Contractor/Florida State License December 1983

- Hands on management of accounts, including roof estimation, bid and presentation, follow
up and all customer service on each account
- Budget and finance
- Staying current on all federal, state and county, construction, and OSHA rules and regulation
- Management of all employees on each job sight as well as office staff
- Purchasing materials and all negotiations with vendors
- Batchelor's Incorporated Roofing Contractors is a well respected 62 year old business, which
I have been instrumental in the success of for over 34 years.

EDUCATION

- 1979 Graduate of Pine Forest High School
- 1979-1981 Course studies Pensacola Junior College

ADDITIONAL STUDIES AND COURSES

- Florida Roofing and Sheet Metal Continuing education courses
- The state of Florida Roofing and Sheet Metal Continuing education courses

ASSOCIATIONS

- Escambia County Competency Board 1987-1990

- Escambia County Competence Board 1993-Present
- Florida roofing and Sheet Metal Association Board of Directors 10 years
- Pensacola Catholic High School Parent/Teachers Association

HOBBIES AND INTERESTS

- Family
- Friends
- All sports

The Wallace Company



Business Office Address
3607 Andrew Ave, Pensacola, Florida 32505
Business Mailing Address
P.O.Box 1313, Gulf Breeze, Florida 32562
Office 850-434-1199 Fax 850-434-1191
www.wallacehardscapes.com

May 14, 2013

Victor Carl Wallace
Wallace Sprinkler & Supply, Inc.
PO Box 1313
Gulf Breeze, FL 32562

Objective: To Continue to serve on the Escambia County Contractor Competency Board

Qualifications:

I have been an Irrigation/Sprinkler (Specialty) contractor since 1985. I am currently licensed in Escambia, Santa Rosa, and Okaloosa Counties. I have been serving as a Board member in Escambia County since August 1997.

Education:

I graduated from Pensacola Junior College with an AA degree in Business Administration.

Employment:

I am the owner and operator of Wallace Sprinkler & Supply, Inc.

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COMPETENCY BOARD

Serving the Escambia and Santa Rosa Communities for over 40 years.

JAMES TRICE DUKES

3029 Keats Drive
Pensacola, FL 32503

PROFESSIONAL EXPERIENCE

Summit Bank NA, Pensacola, FL
Commercial Relationship Manager/Vice President

February 2013 - Present

Coastal Bank and Trust, Pensacola, FL
Commercial Banker/Vice President

2009 – February 2013

Managed loan and deposit portfolio consisting of Commercial, Commercial Real Estate, and Business Banking relationships. Responsible for loan and deposit growth, portfolio management, and expanding relationships with additional bank products and services. Strong emphasis on prospecting for new banking relationships.

Bank of America, Pensacola, FL

1994 to 2009

Vice President-Team Leader/Client Manager, Home Builder Division (1997 to 2009)

Responsible for growth and management of Home Builder and Developer relationships in the Northwest Florida market. Prospected for new relationships and was responsible for cross-selling additional bank products such as treasury management, builder mortgage alliances, and Private Banking personal services.

Vice President/Relationship Manager, Commercial Real Estate Department (1994 – 1997)

Prior to acquisition of Barnett Bank by Bank of America, managed portfolio of commercial developers, commercial contractors, and Home Builders. Responsible for loan and deposit origination and referrals for additional bank products and services.

First Union National Bank, Pensacola, FL

1987 - 1994

Assistant Vice President, Commercial Lending; Responsible for both commercial and real estate loan and deposit origination with area businesses, developers, churches, and professionals.

Southern Home Savings Bank, Pensacola, FL

1986 to 1987

Real Estate Loan Officer; Responsible for establishing and maintaining both a loan and deposit relationship with area builders and developers. Lending involved interim residential construction, permanent commercial real estate loans, vacant lot loans, and acquisition and development loans.

Resume of James Trice Dukes
Page Two

Barnett Bank of West Florida, Pensacola, FL **1981 to 1986**
Assistant Vice President; Responsible for origination and management of a real estate loan portfolio. Lending consisted primarily of interim residential construction and permanent commercial real estate loans to area builders and developers.

AVCO Financial Services, Pensacola, FL **1980 to 1981**
Assistant Branch Manager; Trained in all aspects of consumer credit including personal loans, sales finance, and consumer real estate loans.

EDUCATIONAL AND PROFESSIONAL TRAINING

Florida State University, Tallahassee FL - Bachelor of Science degree – Finance, with minor in Economics; Graduation Date - March 1980

Pensacola Junior College – General Curriculum

COMMUNITY INVOLVEMENT

- Escambia County Construction Industry Competency Board
- Home Builders Association of West Florida
- Previous Board Member and/or Fundraising Volunteer; Ronald McDonald House, United Way, March of Dimes, Boy Scouts of America, United Way Foundation, Springfest, Pensacola Chamber of Commerce

LEROY WHITE
1027 EAST BLOUNT STREET
PENSACOLA, FL 32503

OBJECTIVE

Continue to serve on the Escambia County Contractor Competency Board.

QUALIFICATIONS

Licensed Building Contractor in Escambia County since September 22, 1977

Owner and operator of Leroy White Construction, Inc., providing new construction, remodeling, and repairs to citizens of Escambia County, as well as construction project and management

EDUCATION

Graduate of Pensacola High School

MEMBERSHIP AFFILIATIONS

previous Member of Home Builders Association of West Florida
Escambia County Competency Board

previous Member East Blount Baptist Church
Member Fire Prevention Board of Appeals, City of Pensacola
Retired Member Pensacola, Fire Dept 5/63 12/93

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COMPETENCY BOARD

Verris "Mac" Magee
6845 Pine Forest Road
Pensacola, Florida 32526
(850) 944-5022

Resume

April 5, 2013

Subject:

Request to be reappointed to the competency board for the next three (3) years

Experience

I have held a license for air conditioning, general contractor, and master gas contractor and sheet metal for the past 41 years. I have been sole owner and operator of Expert Heating, A/C & Refrigeration, Inc from 1972 thru present date. I currently have nine (9) employees and the business grosses \$400,000. per year.

Education

Refrigeration Service Engineers Society 069-20-2314

Fl Assoc of Plumbing, Gas and Mechanical Inspector's, Inc

Certificate CILB Sponsor #0040000919 CILB Course #0004825

CERT/REG # 0017500,0031243

Course subject Plumbing/Gas

Fl Assoc. of Plumbing, Gas and Mechanical Inspector's Inc.

Certificate CILB Sponsor #0040000919 CILB course #0004826

CERT/REG # 0017500,0031243

Course subject Mechanical/Energy

Florida Department of State

Subject Heating, Air Conditioning & Refrigeration,

Document # 450362

Licenses Escambia County and Santa Rosa County

**Yearly classes taken for from Escambia County Inspectors

Community Service

I have been on the Competency Board for thirty plus years with out missing a year.

Membership Associations

River Run Hunting Club officer for three (3) years

Mystic Order of Veiled Prophets Grottoes of North America

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COMPETENCY BOARD

James F. Lee

605 West Moreno Street • Pensacola, FL 32501

(850) 432-9663 • jimflee@bellsouth.net

EDUCATION

| | |
|--------------------------------|------|
| University of Florida, B.A. | 1967 |
| Pensacola Junior College, A.A. | 1965 |

INSURANCE LICENSES

0218 – Life & Health
0220 – General Lines Property & Casualty, includes authority to act as an adjuster.
0320 – Public Adjuster (Inactive)(6-20 staff adjuster, 1968-1973)(Ind. Adj., Hurricane IKE, TX 2008)

ADJUNCT TEACHING EXPERIENCE

| | |
|---|---|
| Florida State University Center for Professional Development | 1995 – present (Ins.Planning & RiskMgt., Online and Classroom, CE) |
| Pensacola State College | 1990 – present (Insurance licensing, CE, and Prof. Designations) (general lines and adjusting) |
| Florida Insurance School | 1990 – 1999 (Insurance licensing) |

EMPLOYMENT

| | | |
|--|----------------|---|
| Insurennet, Inc. | 1996 – present | President, owner |
| Whitman & Whitman Insurance | 2002 – present | (Vice President, via purchase of Brown & Brown) |
| Brown & Brown Insurance | 2000 – 2002 | Manager, via purchase of Riedman Insurance) |
| Riedman Insurance | 1997 – 2000 | (Manager, via purchase of Lee Insurance) |
| Lee Insurance Agency | 1983 – 1997 | (President, Owner) |
| City of Gulf Breeze | 1987 – 2003 | (Risk Manager by contract) |
| Santa Rosa County | 1981 – 1992 | (Risk Manager by contract) |
| Charles York & Assoc. Insurance Agency | 1973 – 1983 | (Vice-President) |
| Travelers Insurance Company | 1968 – 1973 | (District Claims Supervisor) |

PROFESSIONAL and CIVIC ASSOCIATIONS

| | |
|--|---|
| Gulf Breeze Rotary Club | 1974 – present (34 years perfect attendance) |
| <i>President</i> | 2003 – 2004 |
| Combined Rotary of Pensacola, President | 2003 – 2004 |
| Escambia County Contractors Competency Board | 1997 – present (current Chairman) |
| Escambia County School Board Insurance Committee | 2002 – 2003 |
| Pensacola Yacht Club | 1997 – present |
| <i>Commodore</i> | 2004 |
| Santa Rosa County Heath Care Facilities Authority | 1983 – 1998 (Vice-Chairman, Secretary) |
| City of Gulf Breeze Fire Board | 1971 – 1995 |
| <i>Chairman</i> | 1971 – 1995 |
| City of Gulf Breeze Volunteer Fire Dept. | 1969 – 1992 (Captain, 75-92) |
| Florida Association of Insurance Agents | 1988 – 1991 (Board of Directors) |
| Pensacola Association of Insurance Agents | 1976 – 1980 (President, VP, Secretary, Treasurer) |
| City of Gulf Breeze City Council | 1971 – 1972 (Mayor Pro-tem) |

AWARDS RECEIVED

| | |
|---------------------------------|---------------------------------------|
| Gulf Breeze Citizen of the Year | 1981, Gulf Breeze Rotary |
| Paul Harris Fellow (2) | 1981, 2004, Gulf Breeze Rotary |
| Gulf Breeze Man of the Year | 1972, Gulf Breeze Chamber of Commerce |

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COMPETENCY BOARD

James F. Lee, cont'd

Expert Witness

| | | Representing |
|--------|---|--------------|
| 2008-9 | TCB Farms v. Oswald-Tripp Ins. Butler-Pappas Scott Katz, Attorney | Plaintiff |
| 2007 | Wilson v. Johnson (State Farm)-Butler-Pappas | Defendant |
| 2007 | Burch v. Walker (State Farm)-Butler Pappas | Defendant |
| 2007 | Nationwide Subrogation (Redden) | Plaintiff |
| 2008 | Harris v. One Water Place | Plaintiff |
| 2010 | Cedar Hollow Condo Assn v. All Lines Ins. Marshall, Dennehey, Warner, Colman, Coggin Marjoria S. Hensel, Attorney | Defendant |
| 2012 | Brannan v. State Farm John Weimuller – Butler Pappas | Defendant |



**PENSACOLA
CHRISTIAN
COLLEGE.**

P.O. BOX 18000 • PENSACOLA, FL 32523-9160 • U.S.A. • (850) 478-8493

Sam Menezes
Pensacola Christian College
Box 18000
Pensacola, FL 32503
Phone: 850-969-1610

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CONTRACTOR
COMPETENCY BOARD

Objective:

I would like to continue to serve on the Escambia County Competency Board.

Qualifications:

I have been in the plumbing business for twenty-four years. I have been a licensed master plumber since 1990. I am a plumbing foreman, a certified backflow technician, and have a pool operator's license.

Education:

I have a high school diploma and attended Southeast Bible College and Moody Bible Institute.

Employment:

I am the Plumbing Foreman at Pensacola Christian College. I oversee new construction, pull plumbing permits for maintenance, and supervise and train all plumbing employees.

HAVE served on the board since 2006

► JAMES B. REYNOLDS

1922 Joshua Lane
Cantonment, FL 32533
Phone: (850) 375-8399

Objectives

To utilize my many years as a General Contractor in Escambia County by continuing to serve on the Escambia County Contractor Competency Board.

Education

Pensacola Junior College – Business Degree

Exterior Design Institute – Inspector EOFS Systems 3.8

Experience

ESCAMBIA COUNTY CONTRACTOR COMPETENCY BOARD (2009 – Present.)
Board Member

LOWE'S/Customer Service Specialist (2012 – present)
Assist customers with electrical and plumbing projects.

GULF COAST SPECIAL GENERAL CONTRACTORS/Project Manager (2003 – 2009)
Managed 40 field operation employees; estimated jobs for bidding and oversaw existing jobs for the company; inspected existing projects.

ITA SYSTEMS/Vice President (1996 – 2002)
Managed field operations & personnel; pulled permits; performed repairs & inspections on new & existing projects, Projects included residential and commercial.

PONDEROSA BUILDERS/President (1974 – 1996)
Supervised daily operations and personnel; Performed duties as Owner, Operations Manager, Estimator and Field Manager.

Skills

- Held Registered General Contractor's License in State of Florida since 1977
- Residential and Commercial Construction
- Contractor Competency Board Member



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4435

County Administrator's Report 19. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/11/2013

Issue: Recommendation Concerning Reappointments to the Board Of Electrical Examiners

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reappointments to the Board of Electrical Examiners - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board take the following action concerning five reappointments to the Board of Electrical Examiners:

A. Waive the Board's Policy, Section I, Part B. 1. (D), Appointment Policy and Procedures;

B. Reappoint retroactively the following three members for a three-year term, effective May 1, 2012, through April 30, 2015:

1. David R. Hawkins, Gulf Power Company (Lay Person);

2. Thomas J. McElhany, McElhany Electric Company, Inc. (State Certified Electrical Contractor); and

3. James E. Simmons, Individual (Escambia County Licensed Electrician); and

C. Reappoint retroactively the following two members for a three-year term, effective October 1, 2012, through September 30, 2015:

1. John D. Scapin, II, Scapin Electric Company (State Certified Electrical Contractor); and

2. Joseph W. Moore, Jr., P.E., H.M. Yonge & Associates, Inc. (Active Consulting Electrical Engineer).

BACKGROUND:

Members of the Board of Electrical Examiners serve a three-year term and may be re-appointed for additional terms, in accordance with Escambia County Code of Ordinances 2003-41.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Ryan Ross, Assistant County Attorney, has reviewed and approved.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in keeping with the goal of the Board of County Commissioners to protect the health, safety, and welfare of persons and property by requiring certification of individuals engaged in, or wishing to engage in, the business of contracting in Escambia County.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

David R. Hawkins Resume BOEE 2013

Thomas J. McElhany Resume BOEE 2013

James E. Simmons Resume BOEE 2013

John D. Scapin Resume BOEE 2013

Joseph W. Moore, Jr. Resume BOEE 2013

David R. Hawkins 3481 Marcus Pointe Blvd Pensacola FL 32505 Phone (850) 449-1136 e-mail: drhawkin@southernco.com

Skills: I have been employed with Gulf Power for 39 years where I have gained experience in Engineering, Marketing, Risk Management and Power Delivery. My current position requires establishing and maintaining excellent Relationships with community leaders and elected officials, as well as working with the Escambia County Emergency Operations Center as Team Leader. I have been involved in community organizations such as Big Brothers/ Big Sisters, United Way and the Association of Retarded Citizens. I am a LEAP graduate and serve as an active member of the Board of Trustees, New Hope P. B. Church.

Work

Experience: **Gulf Power Distribution Services Coordinator** December 2003 – Present

- Act as company liaison for community trade allies such as builders, inspectors, contractors and engineers.
- Manage the After Hours Reconnect program company wide.
- Coordinate the House Power Panel Replacement program.
- Develop and manage Gulf Power's Trade Ally Newsletter – titled "Feederline"
- Manage, coordinate and participate in special projects, this includes "E" Street Transmission line, City of Pensacola Franchise Agreement, and the Extreme Home Makeover project.

Education: Tuskegee Institute: Electrical Engineering
January 1971 to May 1973

Professional Activities / Organizations:

Treasurer – International Association of Electrical Inspectors
Board Member – Electrical Contractors Association of NW Florida
Board Member - Escambia County Board of Electrical Examiners
Treasurer – STRIDE mentoring program
Vice President – Community Equity Investments, Inc.
Vice President - First Tee of NW Florida
State Board of Directors – International Association of Electrical Inspectors

Honors and Achievements:

2009 - Spot Award for Leadership shown, "E"-Street Transmission Line
2005 – Gulf Power Leadership Excellence Award
2001 – Sport award for the All Electric Water heating sales assistance for housing project

Other Related Interests:

- Founding co-member of Roy Jones Jr. Golf Tournament to benefit the Association for Retarded Citizens
- Pensacola Area Housing Commission – Finance Committee headed by Former Escambia County Commissioner, Marie Young

March 18, 2013

**Thomas J. McElhany
1004 Dog Track Rd.
Pensacola, FL 32506
850-457-3730**

Education

Pensacola High School – 1968

State of Florida Dept. of Commerce--

Bureau of Apprenticeship Electricity-January 28, 1975

Experience

Four-year electrical apprenticeship with Baroco Electric

Six-year job foreman with Baroco Electric

Partner in Mizzell Electric

McElhany Electric Co., Inc.-Since 1984-Owner & Electrical Contractor

Licenses and Certifications

State of Florida-Certified Electrical Contractor

Master Electrical-Escambia County & Santa Rosa County

Alarm System Contractor

Memberships and Offices

Escambia County Board of Electrical Examiners-February 2002 to Present

International Association of Electrical Inspectors

Home Builders Association of West Florida

Liberty Church-Blue Angel Campus

JAMES E. SIMMONS ELECTRIC CO.

James E. Simmons
2443 Brookwood Place
Cantonment, FL. 32533
LIC #ER0012940
850-479-4417

6/12/13

Experience

Electrical Apprentice
1983-1986 J&M Electric Co. Pensacola, FL.

Electrician's Helper
1986-1988 J&M Electric Co. Pensacola, FL.

Journeyman Electrician
1988-1989 Doug Graves Electric Co.

Journeyman/Master Electrician
1989-1993 Father & Son Electric Co.

Electrical Contractor
1993-Present

Esc. Co. Board of Electrical Examiners
4/09-Present

Education

Pensacola Junior College 1987-1990
Passed Block Exam May 1992

Scapin

ELECTRIC
COMPANY

John D. Scapin II
Scapin Electric Company
P O Box 6597
Pensacola, FL 32503

Objective:

Continue to serve on the Escambia County Board of Electrical Examiners.
Presently serving as Chairman.

Qualifications:

Entered the electrical trade as an apprentice in 1968 and finished the program in 1972.
Worked in the trade for seven more years and passed the electrical exam in 1979.
Worked for other companies for 6 years while building Scapin Electric Company into an independent Electrical Contractor.
Scapin Electric Company incorporated in 1985.
We are a State Certified Contractor.

Community Involvement:

Member of Florida Apprenticeship Program.
Member of Panhandle Chapter of IAEI.
Member of Electrical Contractors Association.
Member of National Federation of Independent Business.
Serves on Parish Council at St. Andrew Orthodox Church.

JOSEPH W. MOORE, JR., P.E.

Electrical Engineer

H.M. Yonge & Associates, Inc.

PROFESSIONAL EXPERIENCE:

Mr. Moore has over 40 years of years of experience in design and engineering. He has a broad background in design of electrical systems for healthcare, higher education, and commercial facilities. Recent project experience has been involved with design of electrical systems for schools, both new and renovation of existing facilities, offices and churches. These projects have required knowledge of current codes, including the latest National Electrical Code, as well as state and local codes. He has been responsible for all phases of project management, including detailed engineering and design, feasibility studies, and construction reviews.

Projects that he has worked on include:

- Baptist Hospital West Expansion
- Gulf Breeze Hospital 2 East Expansion
- Baptist Hospital Sterilizing Equipment Upgrade/Relocation
- Baptist Hospital Specialty Care Center
- Atmore Community Hospital, Generator Upgrade
- Escambia County Main Jail Facility HVAC Upgrade
- Pensacola Civic Center HVAC Upgrade
- M.C. Blanchard Judicial Center Renovation
- Escambia County Old Courthouse Building Renovation
- Arnow Federal Courthouse Building Renovation
- Phoenix West Condominiums
- Phoenix West II Condominiums
- Gulf Shores United Methodist Church – Multipurpose Building
- Gulf Breeze United Methodist Church – Multipurpose/Gymnasium Building
- St. Rose of Lima Catholic Church, Milton Florida
- St. Mary's Catholic Church Classroom
- Wesley Abby Renovations - First United Methodist Church
- Atmore Community Hospital Nurses Station
- Baptist Hospital Phase 2 Interior Renovations
- Gulf Breeze Hospital Sleep Lab
- Pensacola Nephrology

PERTINENT INFORMATION:

Mr. Moore received his Bachelor of Science in Electrical Engineering degree from Auburn University in 1964 and a Masters Degree in Business Administration from the University of West Florida in 1977. Mr. Moore is registered in Florida and Alabama.

ASSOCIATIONS:

Escambia County Board of Electrical Examiners 2009 - present



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4506

County Administrator's Report 19. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/11/2013

Issue: License Agreement for Installation of Backup Microwave Communication System at the EOC

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a License Agreement by and between ADX Communications of Escambia, LLC, and Escambia County, Florida - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the License Agreement by and between ADX Communications of Escambia, LLC, and Escambia County, Florida:

A. Approve the Agreement to allow ADX Communications of Escambia, LLC, to install, at no cost to the County, a backup microwave communication system to facilitate the broadcast of public information from the Emergency Operations Center (EOC) during periods of declared local emergency; and,

B. Authorize the Chairman to sign the Agreement.

BACKGROUND:

The recommended License Agreement will allow ADX Communications of Escambia, LLC to fund and install a small Outdoor MIMO microwave antenna on the Escambia County Public Safety facility antenna-mast which will provide ADX/CatCountry 98.7 a redundant path of connectivity in broadcasting emergency information from the EOC to their audience during disaster situations.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Stephen G. West approved the Agreement as to form and legal sufficiency on June 5, 2013.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Agreements require approval by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

John Dosh, Emergency Management Division Manager, will oversee implementation of the Agreement.

Attachments

Agreement with ADX Comms

LICENSE AGREEMENT
by and between
ADX Communications of Escambia, LLC
and
Escambia County, Florida

The License Agreement (Agreement) is entered this ____ day of _____, 2013, by and between Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Licensor) and ADX Communications of Escambia, LLC, a Florida limited liability company, whose address is 7251 Plantation Road, Pensacola, Florida 32504 (Licensee).

WHEREAS, Licensor is a political subdivision of the State of Florida that maintains an Emergency Operations Center (EOC) located at 6575 North "W" Street, Pensacola, Florida 32505; and

WHEREAS, Licensee is a Florida limited liability company that operates local radio stations; and

WHEREAS, Licensee has requested to install a backup microwave communication system at designated locations on Licensor's EOC to facilitate broadcast of public information during periods of declared local emergency; and

WHEREAS, Licensor has determined that it is in the best interest of the public health, safety, and welfare to approve Licensee's request to install a backup microwave communication system at its EOC under the terms and conditions stated in this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. **Microwave Communication System.** Licensee may install at Licensor's EOC, at no cost to Licensor, a backup microwave communication system (Communication System), including associated hardware and software, to facilitate the broadcast of public information during periods of declared local emergency. A description of the Communication System and the designated installation sites are shown on the attached Exhibit A.
2. **Term and Termination.** This Agreement shall have an initial term of five (5) years, with automatic annual renewal terms unless either party declines such renewal with notice at least 30 days prior to the expiration of the original or any renewal term, as applicable. Notwithstanding the above, either party may terminate this Agreement for convenience, at any time, with at least 60 days notice to the other party.
3. **Ownership of Microwave Communication System.** The Communication System shall remain the property of Licensee during the original or any renewal

term of this Agreement. Additionally, subject to the provisions of Chapter 119, Florida Statutes, (the Florida Public Records Act), Licensee shall retain all rights to the Communication System, its design, antennas, equipment, hardware, software, licenses and warranties.

4. **Installation and Maintenance.** The installation and maintenance of the Communication System shall be the responsibility of Licensee. Licensors shall provide only the site and electrical power for the Communication System. Licensee shall coordinate all access for installation and maintenance through John Dosh, Escambia County Emergency Management, 6575 North "W" Street, Pensacola, Florida 32505, (850) 471-6409.
5. **Disposal.** Upon termination of this Agreement, Licensee shall remove the Communication System at its sole cost and expense and return the installation site to the condition that existed prior to the installation. Any portion of the Communication System remaining at Licensors' EOC upon the termination of this Agreement may be disposed of by Licensors at its discretion.
6. **Indemnification and Insurance.** Licensee agrees to hold harmless, indemnify, and defend Licensors, including its elected and appointed officials, consultants, agents, volunteers, and employees, from any and all claims, suits, actions, damages, expenses, losses, penalties, interest, demands, judgments, and liabilities, for personal injury, death, and property damage (including environmental impairment), arising directly or indirectly from this Agreement, Licensee's use of Licensors' property, or its installation or maintenance of the Communication System. Licensee's obligation shall not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. Licensee also agrees to promptly pay all claims and provide a legal defense for Licensors, both of which will be done if and when requested by Licensors. Such payment on behalf of Licensors shall be in addition to any and all other legal remedies available to Licensors and shall not be considered to be Licensors' exclusive remedy.

Licensee shall procure and maintain the following insurance:

- **Commercial General Liability Coverage – Occurrence Form Required**

Commercial General Liability insurance with One Million Dollars (\$1,000,000) per occurrence and aggregate limits, including coverage parts for bodily injury, property damage, personal injury, product and completed operations, and contractual liability. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies (including employers' liability required in Workers' Compensation Coverage section) and the total amount of coverage required.

Such policies shall be from insurers with a minimum financial size category of VII according to the latest edition of the AM Best Rating Guide. An "A" or better Best Rating is preferred; however, other "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under this Agreement, whether such services, work and operations be by Licensee, its employees, or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

These insurance requirements shall not limit the liability of Licensee. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect Licensee's interests or liabilities, but are merely minimums.

Licensee's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this Agreement.

Licensee waives its right of recovery against the County to the extent permitted by its insurance policies.

Insurance required of Licensee or any other insurance of Licensee shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims that arise out of this Agreement.

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance that reflect Escambia County as certificate holder. The certificate shall also provide the County at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, P.O. Box 1591, Pensacola, FL 32591, Attn: John Dosh, Escambia County Emergency Management.

New Certificates of Insurance shall be provided to the County at least 30 days prior to coverage renewals.

If requested by the County, the Licensee shall furnish complete copies of the Licensee's insurance policies, forms and endorsements.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Licensee's obligation to fulfill the insurance requirements.

7. **Non-Waiver of Rights.** The failure of Licensee or Licensor to insist upon strict performance of the terms and conditions of this Agreement or to exercise any rights or remedies shall not be construed as a waiver of its rights to assert any of the same rights or to rely on any such terms or conditions at any time thereafter.

8. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Florida. Any legal action arising out of this Agreement shall be in a court of competent jurisdiction in Escambia County, Florida.
9. **Extraordinary Circumstances.** Neither party shall be liable for nonperformance caused by circumstances beyond their control, including but not limited to work stoppages, floods, lightning and all other Acts of God. In the event of the loss of all or any portion of the Communication System at Licensor's EOC, the replacement of such shall be at the discretion and cost of Licensee.
10. **Breach.** Either party may terminate this Agreement on breach by the other party of any material term or condition 30 days after written notice is given to the breaching party by the non-breaching party if such breach is not cured.
11. **Business Relationship.** Nothing contained in this Agreement shall create or be deemed to create any association, partnership, joint venture, the relation of principal and agent, or the relationship of employee and employer between the parties.
12. **Notices.** All notices given under any of the provisions of this Agreement shall be deemed to have been duly given when made in writing and either delivered via overnight express delivery requiring the signature of the accepting party's representative or three days after the date of mailing via U.S. Postal Service, certified mail, return receipt requested, to the addresses of the parties set forth in this Agreement as the principal offices or to other such addresses as such party shall specify in writing to the other party.
13. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain valid and enforceable.
14. **Assignment.** Neither party may assign this Agreement or any of its rights and obligations to any person, firm, or corporation, without the prior written consent of the other, which consent shall not be unreasonably withheld, provided that either party may, on notice to the other, assign this Agreement to a subsidiary or to any party that acquires or succeeds to all or substantially all of such party's business or assets. This Agreement shall bind and inure to the benefit of each party's successors and permitted assigns.
15. **Modification.** No provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument of equal formality signed by duly authorized representatives of the parties.

16. **Entire Agreement.** This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter described in this Agreement. The division of the Agreement into paragraphs is only a matter of convenience for reference and shall not define or limit any of the terms or provisions. Any term used in the singular shall be deemed to include the plural when the context of its use is so required. The fact that the wording of this Agreement has been provided by one party or the other shall not be taken into consideration in the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

ADX Communications of Escambia, LLC


David E. Hoxeng, Managing Member

The foregoing instrument was acknowledged before me this 31st day of May, 2013, by David E. Hoxeng, as Managing Member of ADX Communications of Escambia, LLC, who ☒ is personally known to me, ☐ produced current _____ as identification.

(Notary Seal)


Signature of Notary Public

Donna D Leigh
Printed Name of Notary Public



DONNA D. LEIGH
MY COMMISSION # EE 133522
EXPIRES: January 26, 2016
Bonded Thru Budget Notary Services

**ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS**

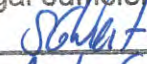
ATTEST: Pam Childers
Clerk of the Circuit Court

Gene M. Valentino, Chairman

Deputy Clerk

BCC Approved: _____

This document approved as to form
and legal sufficiency.

By 
Title Asst. County Attorney
Date June 5, 2013



Board of County Commissioners • Escambia County, Florida

Michael D. Weaver, Director
Public Safety Department

Project:

CatCountry 98.7 Ubiquiti Nanostation LOCO M5 Outdoor MIMO microwave antenna installation on the Escambia County Public Safety Building.

Purpose

The installation of this small Ubiquiti Nanostation LOCO M5 Outdoor MIMO microwave antenna on the Escambia County Public Safety Facility will provide CatCountry 98.7 a redundant path of connectivity in broadcasting emergency information to their audience during disaster situations.

Project Scope of work

Small microwave antenna will be clamp mounted on an existing antenna pole on the outside wall of Room 400. Antenna should not interfere with any other existing equipment.

One plenum rated ethernet cable will be installed down the pole from the antenna to the available underground conduit next to the antenna pole. Wire attachments /zip ties should be used to appropriately secure the cable to the length of the pole. Cable should be routed through one of the available 3/4" conduits connecting to Room 407. Once cable is in place, it is required that a weather proof putty be used at both ends of the conduit to seal out any water or insects from making access into the conduit.

The conduit being used to make access to the antenna emerges under an elevated floor in Room 407. The cable should be routed and secured up the cable tray on the south wall into the overhead. Once the cable is above the ceiling in room 407, the cable should be routed in the cable trays above the ceiling running east and west above corridors 406 and 121, as shown on the facility drawings.

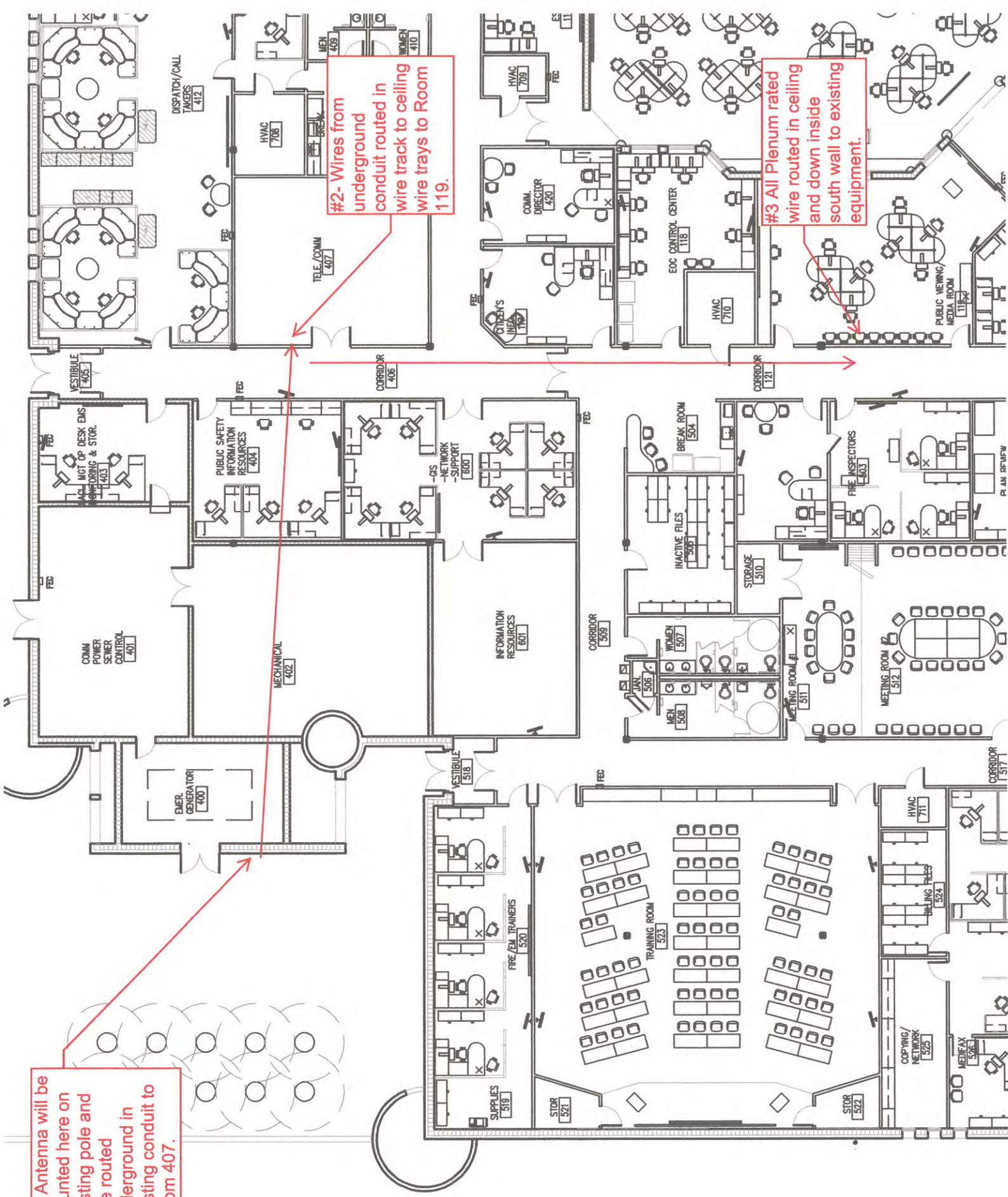
Once the cable is adjacent to room 119, the ethernet cable will be routed down the inside of the south wall of room 119 to CatCountry's equipment located. Wall penetration will require a single gang non-metal old work (remodel) box with Single Ethernet RJ45 wall plate installed.

Ensure all spaces are clean and returned to original condition upon completion.

#1- Antenna will be mounted here on existing pole and wire routed underground in existing conduit to Room 407.

#2- Wires from underground conduit routed in wire track to ceiling wire trays to Room 119.

#3 All Plenum rated wire routed in ceiling and down inside south wall to existing equipment.





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4512

County Administrator's Report 19. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/11/2013

Issue: Extension Council Appointment - Jean E. Yarter

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the Escambia County Extension Council - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning an appointment to the Escambia County Extension Council:

A. Appoint Jean E. Yarter, replacing Jamie Hall, for Mr. Hall's remaining term of service, effective July 11, 2013, through November 30, 2014:

| <u>ZONE</u> | <u>NAME AND ADDRESS</u> |
|-------------|-------------------------|
|-------------|-------------------------|

| | |
|---|---|
| 2 | Jean E. Yarter, 1020 North Century Boulevard, McDavid, FL 32568 |
|---|---|

B. Request that the County Administrator's Office provide a letter of appointment to Jean E. Yarter.

BACKGROUND:

Chapter 67-1366, Laws of Florida, authorized establishment of a county extension council and division of the county into zones or districts by the Board of County Commissioners (BCC). Council members are appointed by the BCC, subject to the approval of the Florida Cooperative Extension Service.

Jamie Hall was originally appointed in November 2010 for a two-year term and reappointed in November 2012 for a second two-year term. Mr. Hall unexpectedly passed away in March 2013. Ms. Yarter has expressed an interest in and concern for programs in the Escambia County Extension Service. Ms. Yarter has agreed to serve if appointed. She was selected without regard to race, color, creed, sex or national origin.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Per County Administrator's policy, attached is a copy of Ms. Yarter's resume for this appointment.

IMPLEMENTATION/COORDINATION:

After Board action is taken, the Extension Office will forward the BCC's recommendation to the Dean for Extension for consideration and approval.

Attachments

Extension Council-Yarter Appt-Jul2013

Extension Council Nominee Information Sheet

Name: JEAN E. YARTER
 Mailing Address: 1020 North Century Blvd
 City / State / Zip: MC DAVID, FL 32568
 Contact Phone: 850-256-3953
 Alternate Phone: 850-261-7166

How long have you been a resident of Escambia County?

48 yrs

| | |
|--|---|
| Current employer & position. If retired, last employer | Retired manager of Church's Fried Chicken Brewton AL worked 16 1/2 years |
|--|---|

| | |
|------------------------|---|
| Educational Background | Graduated From High school w/ 1 year of Post Graduate Classes in Business math + management |
|------------------------|---|

| | |
|---|---|
| List any work with Extension Programs or Civic/Volunteer Groups | President of Sew + So Club Treasurer of Escambia Co NCE Chairman at Country Store at Fair Sew items for Nursing Homes also volunteer w/ H-A whenever possible |
|---|---|

| | |
|--|--|
| List any hobbies or activities involved with or pursuing | Sewing, Reading, Home decorating, yard work, all types of Crafts and grand children - making Jelly etc |
|--|--|

| | |
|-------------------------------------|--|
| Anything else you would like to add | Active in all our Church Activities also in our McDavid TOPs club - Really enjoy being in NCE and working with all the members of NCE |
|-------------------------------------|--|

E-mail address:



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4523

County Administrator's Report 19. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/11/2013

Issue: Schedule and Advertise First of Two Public Hearings Considering An Ordinance to the Land Development Code; Amending Articles 2 & 6

From: Keith Wilkins

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling and Advertising of the First of Two Public Hearings Considering an Ordinance to the Land Development Code - Keith Wilkins, Community & Environment Department Director

That the Board approve scheduling and advertising the first of two Public Hearings on July 25, 2013, at 5:31 p.m., to consider an Ordinance to the Land Development Code (LDC); amending Article 2, "Administration," Section 2.14.02, to revise the language for clarity purposes; and amending Article 6, "Zoning Districts," Section 6.07.02, to amend certain R-3 and R-4 zoning district building design standards within the Barrancas Overlay District.

BACKGROUND:

Certain building design standards within the Barrancas Overlay District are in need of being updated to provide relief for future residential development.

The Planning Board reviewed the Ordinance and recommended approval at its June 3, 2013 meeting.

BUDGETARY IMPACT:

The amended design standards for the affected properties will enhance marketability and raise property values, creating incremental increases in the ad valorem tax base for the County.

Florida Statute requires two advertised public hearings to allow for public comment. All advertisements to be funded through CRA Administration, Fund 151, Cost Center 220523, Object Code 54901.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached draft 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 required for 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."

Florida Statute requires two advertised public hearings to allow for public comment.

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 will ensure proper advertisement.

Attachments

LDC Ordinance Art. 2 and 6

Legal Approval

June 3 Planning Board Resume

ORDINANCE NUMBER 2013 - ____

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," SECTION 2.14.02, TO REVISE THE LANGUAGE FOR CLARITY; AMENDING ARTICLE 6, "ZONING DISTRICTS," SECTION 6.07.02, TO AMEND CERTAIN R-3 AND R-4 ZONING DISTRICT BUILDING DESIGN STANDARDS WITHIN THE BARRANCAS 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 amend certain building design standards within the Barrancas Overlay District 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 2.14.02 is hereby amended as follows (additions are underlined and deletions are ~~struck through~~):

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 Manager or designee shall determine compliance with the overlay regulations ~~particularly as it pertains to the development review process 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 6, "Zoning Districts," Section 6.07.02 is hereby amended as follows:

6.07.02. Barrancas Overlay District

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.

1
2 2. *Building design.*
3

4 a. The choice of building materials and colors shall be compatible
5 with the intent of this district and shall not have an adverse visual
6 impact on surrounding properties.
7

8 b. For R-3 and R-4 zoning districts buildings shall be "street-
9 oriented" to create a desirable pedestrian environment between
10 the building and the street. Street orientation is defined as having
11 a clear and visible orientation to the street. Street orientation
12 should include:
13

14 (1) Garages. For residential uses, ~~there shall be no front~~
15 ~~facing garages unless they are~~ only permitted when
16 ~~setback an additional eight feet from the primary front~~
17 ~~facade and do not exceed 25 percent of the street facing~~
18 ~~building facade. If the lot width is forty feet or less, the 25~~
19 ~~percent requirement shall not apply.~~ All other garages must
20 face the side or rear of the parcel.
21

22 (2) Front entry. The front facade shall include the primary
23 entry door, be street facing, and include a porch or stoop.
24

25 (a) ~~Front porches. Front porches shall be a~~
26 ~~minimum six feet deep and ten feet wide. The scale~~
27 ~~of the front porch should be in scale with the~~
28 ~~primary facade.~~
29

30 (b) ~~Stoops. Stoops provide connections to building~~
31 ~~entrances or porches where residential buildings~~
32 ~~are elevated above grade. Stoops shall be a~~
33 ~~minimum of five feet wide.~~
34

35
36
37 **INTENTIONALLY LEFT BLANK**
38
39
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42
43
44
45

46
47 **Section 3. Severability.**
48

49 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
50 unconstitutional by any Court of competent jurisdiction, then said holding shall in no way

1 affect the validity of the remaining portions of this Ordinance.

2
3 **Section 4. Inclusion in Code.**
4

5 It is the intention of the Board of County Commissioners that the provisions of this
6 Ordinance shall be codified as required by 125.68, Fla. Stat. (2013); and that the
7 sections, subsections and other provisions of this Ordinance may be renumbered or
8 relettered and the word "ordinance" may be changed to "section," "article," or such other
9 appropriate word or phrase in order to accomplish such intentions.

10
11 **Section 5. Effective Date.**
12

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

14
15 **DONE AND ENACTED** this _____ day of _____, 2013.
16

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

19
20 By: _____
21 **Gene M. Valentino, Chairman**
22

23 **ATTEST: PAM CHILDERS**
24 **Clerk of the Circuit Court**
25

26 By: _____
27 **Deputy Clerk**
28

29
30 **(SEAL)**
31

32
33
34 **ENACTED:**
35

36
37
38 **FILED WITH THE DEPARTMENT OF STATE:**
39

40
41
42 **EFFECTIVE DATE:**
43
44

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Art. 2 & 6 'Barrancas Overlay District' LDC Ordinance Draft 1B

Date: 06/03/2013

Date requested back by: 06/10/2013

Requested by: David Forte

Phone Number: 595-3595

.....

(LEGAL USE ONLY)

Legal Review by 

Date Received: June 3, 2013

☒ Approved as to form and legal sufficiency.

☐ Not approved.

☐ Make subject to legal signoff.

COUNTY ATTORNEYS OFFICE

Additional comments:

03 JUN2013

PM02:08

ORDINANCE NUMBER 2013 - ____

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," SECTION 2.14.02, TO REVISE THE LANGUAGE FOR CLARITY; AMENDING ARTICLE 6, "ZONING DISTRICTS," SECTION 6.07.02, TO AMEND CERTAIN R-3 AND R-4 ZONING DISTRICT BUILDING DESIGN STANDARDS WITHIN THE BARRANCAS 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 amend certain building design standards within the Barrancas Overlay District for clarity purposes.

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

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6.07.02. Barrancas Overlay District

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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~~ only permitted when 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.~~

INTENTIONALLY LEFT BLANK

Section 3. 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 4. 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. (2013); 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 5. Effective Date.

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

DONE AND ENACTED this _____ day of _____, 2013.

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

By: _____
Gene M. Valentino, Chairman

**ATTEST: PAM CHILDERS
Clerk of the Circuit Court**

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

BCC 07-11-13

RE: Art. 2 & 6 Barrancas Overlay Ordinance
Ordinance Draft 1B

RESUMÉ OF THE ESCAMBIA COUNTY PLANNING BOARD
June 3, 2013

CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE, BOARD CHAMBERS
PENSACOLA, FLORIDA
(10:52 A.M. – 1:06 P.M.)

Present: Wayne Briske, Chairman
David Luther Woodward
Dorothy Davis
Robert V. Goodloe
Karen Sindel
Alvin Wingate
Stephanie Oram, Navy (Non voting)

Absent: Tim Tate, Vice Chairman
Patty Hightower, School Board (non-voting)

Staff Present: Lloyd Kerr, Director, Development Services
Stephen West, Assistant County Attorney
Allyson Cain, Urban Planner, Planning & Zoning
Andrew Holmer, Senior. Planner, Planning & Zoning
Horace Jones, Division Mgr., Planning & Zoning
Kayla Meador, Sr Office Assistant

1. Call to Order.
2. Proof of Publication was given by the board clerk.

Motion by Karen Sindel, Seconded by Dorothy Davis

Motion was made to accept Proof of Publication.
Vote: 6 - 0 Approved
Other: Tim Tate (ABSENT)
3. Approval of Minutes

A.

A. **RECOMMENDATION:** That the Planning Board review and approve the Meeting Resume' Minutes of the May 6, 2013 Planning Board Meeting.

B. Planning Board Monthly Action Follow-up Report for May 2013.

C. Planning Board 6-Month Outlook for June 2013.

Motion by Karen Sindel, Seconded by Dorothy Davis

Motion was made to approve the minutes from the May 06, 2013 Planning Board meeting.

Vote: 6 - 0 Approved

Other: Tim Tate (ABSENT)

4. Public Hearings.

A. LDC Ordinance- Articles 2 & 6 "Barrancas Overlay District"

Motion by Robert V. Goodloe, Seconded by David Luther Woodward

Motion was made to recommend approval to the BCC.

Karen Sindel had stepped out of the meeting and did not vote.

Vote: 5 - 0 Approved

Other: Tim Tate (ABSENT)

Karen Sindel (ABSENT)

B. Sea Turtle Friendly Lighting Standards for Pensacola Beach

Motion by Robert V. Goodloe, Seconded by Karen Sindel

Motion was made to recommend approval to the BCC.

Vote: 6 - 0 Approved

Other: Tim Tate (ABSENT)

5. Discussion Items.

A. Changing Family Conveyance in the LDC and Comp Plan Presented by: Horace Jones, Division Manager

The Board discussed about adding "Aunts and Uncles" to the LDC Family Conveyance ordinance, will be brought back next month.

- B. Allowing Alcohol Sales in Existing Condos in R3-PK Zoning Presented by: Andrew Holmer

The Board discussed including "alcohol" into the ordinance, will be brought back next month.

- C. Chicken Ordinance Presented by: Ryan Ross, Assistant County Attorney

Citizen group suggested a tiered structure of 1 acre and under, 8 chickens, 1-2 acres, 16 chickens, and 2 or more acres, 24 chickens. Information to be forwarded to Ryan Ross, the Assistant County Attorney and Tim Tate, will be brought back next month.

- D. Perdido Key Master Plan Presented by: Lloyd Kerr, AICP

The Board discussed having public meetings in Perdido Key in June and July and bringing it back to the Planning Board in August. Citizen suggested adding scooters and golf carts to the parking requirements. Board wants to keep moving forward with subject.

6. Public Forum.

Mr. Dan Gilmore spoke about removing traffic concurrency and school facilities out of the Comprehensive Plan. The Board voted, requesting that the BCC give direction on the removing of traffic concurrency and school facilities out of the Comp Plan. David L. Woodward motioned and Robert V. Goodloe seconded. The issue is going to the special BCC meeting on June 10, 2013.

7. Director's Review.

8. County Attorney's Report.

Stephen West suggested that at the next meeting, the Planning Board needed to discuss "Urban Sprawl".

9. Scheduling of Future Meetings.

The next Regular Planning Board meeting is scheduled for **Monday, July 1, 2013 at 8:30 a.m.**, in the Escambia County Central Office Complex, Room 104, First Floor, 3363 West Park Place, Pensacola, Florida.

10. Announcements/Communications.

11. Adjournment.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4549

County Administrator's Report 19. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/11/2013

Issue: Perdido Bay Tribe Resolution and Renewal of Lease Agreement

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Perdido Bay Tribe Resolution and Renewal of Lease Agreement - Keith Wilkins, Community & Environment Department Director

That the Board take the following action regarding a Resolution Authorizing the Renewal of Lease of Real Property to the Perdido Bay Tribe of Southeastern Lower Muscogee Creek Indians, Inc., and the Renewal of Lease Agreement between Escambia County and the Perdido Bay Tribe of Southeastern Lower Muscogee Creek Indians, Inc.:

A. Adopt a Resolution authorizing the renewal of lease of real property to the Perdido Bay Tribe of Southeastern Lower Muscogee Creek Indians, Inc., for \$1 per year, for an additional five years commencing on July 10, 2013, and ending on July 9, 2018;

B. Authorize the Chairman to sign the Resolution;

C. Approve a Renewal of Lease Agreement between Escambia County and the Perdido Bay Tribe of Southeastern Lower Muscogee Creek Indians, Inc., for real property located at 3300 Beloved Path (f/k/a 1610 Albany Avenue), Pensacola, Florida, for \$1 per year, for an additional five years commencing on July 10, 2013, and ending on July 9, 2018; and

D. Authorize the Chairman to sign the Lease Agreement.

BACKGROUND:

The Perdido Bay Tribe and the County entered into a Lease Agreement on July 10, 2008 allowing the Perdido Bay Tribe to develop and operate on a portion of real property located at 3300 Beloved Path (f/k/a 1610 Albany Avenue) a museum and cultural center for a period of five years with a renewal option for an additional five-year term.

BUDGETARY IMPACT:

None

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution and Lease Agreement have been reviewed and approved as to form and legal sufficiency by Stephen G. West, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is consistent with the Board's mission to provide efficient, responsive services that enhance our quality of life, meet common needs, and promote a safe and healthy community.

IMPLEMENTATION/COORDINATION:

This action has been coordinated with Florida Communities Trust, Perdido Bay Tribe of Southeastern Lower Muscogee Creek Indians, Inc. and the County Attorney's Office.

Attachments

BCC Minutes July 10, 2008

Resolution

Lease Agreement

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

2. Perdido Bay Tribe Lease

Motion made by Commissioner Robinson, seconded by Commissioner White, and carried 4-0, with Commissioner Whitehead absent, taking the following action regarding the lease of land and residence to Perdido Bay Tribe of the Southeastern Lower Muscogee Creek Indians, Inc., within the Jones Swamp Wetland Preserve, to develop as an educational and cultural center:

1841

- A. Adopting a Resolution (*R 2008-137*) authorizing the lease of real property to Perdido Bay Tribe of Southeastern Lower Muscogee Creek Indians, Inc., for \$1 per year, beginning July 10, 2008, for a five-year period, with a renewal option for an additional five-year term;
- B. Authorizing the Chairman to sign the Resolution;
- C. Approving a *Lease Agreement between Escambia County and Perdido Bay Tribe of Southeastern Lower Muscogee Creek Indians, Inc.*, for that portion of property located at 1610 Albany Avenue, Pensacola, Florida, for \$1 per year, beginning July 10, 2008, for a five-year period, with a renewal option for an additional five-year term;
- D. Authorizing the Chairman to sign the Lease Agreement;

(Continued on Page 33)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

2. Continued..

E. Approving a *Park License and Management Agreement* between Escambia County and Perdido Bay Tribe of Southeastern Lower Muscogee Creek Indians, Inc., to administer the various programs within the Preserve for the public's benefit and aid in the conservation and restoration of the natural environment of the Preserve, beginning July 10, 2008, for a five-year period, with a renewal option for an additional five-year term; and

F. Authorizing the Chairman to sign the *Park License and Management Agreement*.

Speaker(s):

Andrew Blewer

6. Annexation of Baptist Hospital Properties

Motion made by Commissioner White, seconded by Commissioner Young, and carried 3-0, with Commissioner Robinson abstaining (*and filing Form 8B, Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers*) and Commissioner Whitehead absent, accepting, for filing with the Board's Minutes, the *Urban Services Report for the Annexation of Baptist Hospital Properties & Adjacent Properties*, as submitted by Sherry H. Morris, Planning Services Administrator, the City of Pensacola.

1846

RESOLUTION NUMBER R2013-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE RENEWAL OF LEASE OF REAL PROPERTY TO THE PERDIDO BAY TRIBE OF SOUTHEASTERN LOWER MUSCOGEE CREEK INDIANS, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of real property (Property) located at 3300 Beloved Path (f/k/a 1610 Albany Avenue), Escambia County, Florida, more particularly described in that Warranty Deed recorded in Official Record Book 5937 at page 347 of the public records of Escambia County; and

WHEREAS, the Perdido Bay Tribe of Southeastern Lower Muscogee Creek Indians, Inc. (Perdido Bay Tribe), is a Florida non-profit corporation organized to preserve, celebrate, and educate the community on Muscogee Creek Indian culture; and

WHEREAS, the Perdido Bay Tribe and the County entered into that certain Lease Agreement dated July 10, 2008 to allow the Perdido Bay Tribe to develop and operate on a portion of the Property a museum and cultural center; and

WHEREAS, the Perdido Bay Tribe has requested to renew the Lease Agreement in accordance with its provisions for an additional five (5) year term; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the portion of the Property described in the Lease Agreement is not needed for County purposes and that it is in the best interest of the County to renew the lease with the Perdido Bay Tribe under the terms and conditions stated herein; and

WHEREAS, the conveyance is authorized pursuant to Section 125.38, Florida Statutes.

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

- Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.
- Section 2. The portion of the Property described in the Lease Agreement shall be leased to the Perdido Bay Tribe in accordance with the provisions of the Renewal of Lease Agreement attached to this resolution.
- Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____

(SEAL)

BCC Approved: _____

This document approved as to form
and legal sufficiency.

By

Title

Date

[Signature]
Asst. County Attorney
June 17, 2013

This document prepared by:
Stephen G. West
Senior Assistant County Attorney
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

**RENEWAL OF LEASE AGREEMENT BETWEEN
ESCAMBIA COUNTY AND THE PERDIDO BAY TRIBE OF SOUTHEASTERN
LOWER MUSCOGEE CREEK INDIANS, INC.**

This Renewal of Lease Agreement is made and entered this ____ day of _____, 2013 by and between Escambia County, a political subdivision of the State of Florida (County) and the Perdido Bay Tribe of Southeastern Lower Muscogee Creek Indians, Inc. (Perdido Bay Tribe).

WITNESSETH

WHEREAS, the County and the Perdido Bay Tribe entered that certain Lease Agreement dated July 10, 2008 for real property located at 3300 Beloved Path (f/k/a 1610 Albany Avenue), Pensacola, Florida 32507; and

WHEREAS, pursuant to section 2 of the Lease Agreement, the Perdido Bay Tribe has requested to renew the lease for an additional five (5) year term; and

WHEREAS, the County has determined that it is in the best interest of the public to renew the Lease Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The above-recitals are incorporated herein by reference.
2. The term of the Lease Agreement shall be renewed for an additional five (5) years commencing on July 10, 2013 and ending on July 9, 2018.

3. The renewed Lease Agreement and the use of the property by the Perdido Bay Tribe pursuant to that certain Park Management and License Agreement dated July 10, 2008 remain subject to the approved management plan (FCT Project Numbers 95-014-P56 and 05-041-FF5) and the Declaration of Restrictive Covenants by and between the Florida Communities Trust and Escambia County, as recorded in Official Record Book 6260 at page 1766 of the public records of Escambia County, Florida.

4. In all other respects, the provisions of the Lease Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the County and the Perdido Bay Tribe have caused this Renewal of Lease Agreement to be executed on the date first written above.

ESCAMBIA COUNTY, FLORIDA
by and through its duly authorized
BOARD OF COUNTY COMMISSIONERS

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency.

By: *[Signature]*
Title: Asst. County Attorney
Date: June 17, 2013

PERDIDO BAY TRIBE OF SOUTHEASTERN
LOWER MUSCOGEE CREEK INDIANS, INC.

By: _____

Principal Chief Robert F. Johns, President

Witness: _____

Printed Name: PATRICIA D Easterwood

Witness: _____

Printed Name: Brittney White

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 31 day of May, 2013, by Principal Chief Robert F. Johns, as President of Perdido Bay Tribe of Southeastern Lower Muscogee Creek Indians, Inc., a Florida non-profit corporation, on behalf of the corporation. He ☐ is personally known to me, or ☒ has produced current Florida Drivers License as identification.

Cheryl A Bamonte
Signature of Notary Public

Cheryl A Bamonte
Printed Name of Notary Public

(Notary Seal)



CHERYL A. BAMONTE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# DD0929563
Expires 10/17/2013

Reviewed and Approved By
Florida Communities Trust:

Susan Grandin, Director
Division of State Lands



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4448

County Administrator's Report 19. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/11/2013

Issue: First Amendment to Agreement to Provide Paratransit Transportation Services

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the First Amendment to the Agreement to Provide Paratransit Transportation Services - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the First Amendment to the Agreement to Provide Paratransit Transportation Services between Escambia County and the Pensacola Bay Transportation Company, LLC:

A. Approve the First Amendment to the Agreement to Provide Paratransit Transportation Services; and

B. Authorize the Chairman to sign the First Amendment.

BACKGROUND:

Meeting in regular session on October 20, 2011, Escambia County entered into an Agreement for paratransit transportation services with Pensacola Bay Transportation. Meeting in regular session on September 17, 2012, the Board approved a one-year extension of the Agreement, making the Agreement effective October 1, 2012, through September 30, 2013.

Escambia County, the provider of mass transit services through Escambia County Area Transit (ECAT), is required by the Americans with Disabilities Act (ADA) to provide complimentary paratransit services within a certain distance of existing bus routes. In accordance with Florida Statutes, Chapter 427, Pensacola Bay Transportation Company is the current Community Transportation Coordinator (CTC) designated by the Transportation Planning Organization (TPO) for Escambia County and is responsible to function as per the Transportation Disadvantaged Service Plan (TDSP).

After a review of the contract, Risk Management determined that the insurance requirements need to be increased in order to meet their minimum requirements. Both parties have agreed to amend Article V of the Agreement to revise the insurance coverage requirements.

Both parties agree that all other provisions of the Agreement not in conflict with the provisions of this First Amendment will remain in full force and effect.

BUDGETARY IMPACT:

Increase is already included in the vendor's insurance coverage.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and signed off on this document.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Escambia County Area Transit (ECAT) staff will coordinate with Pensacola Bay Transportation.

Attachments

First Amendment

**FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE
PARATRANSIT TRANSPORTATION SERVICES**

This First Amendment to the Agreement is made this ____ day of _____, 2013, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Pensacola Bay Transportation Company, LLC, a for-profit limited liability company, authorized to do business in the State of Florida (hereinafter referred to as "Coordinator"), whose federal identification number is 59-3743711, and whose principal address is 3100 McCormick Street, Pensacola, Florida 32514.

WITNESSETH:

WHEREAS, on or about October 20, 2011, the County entered into an agreement with Coordinator for paratransit transportation services; and

WHEREAS, the parties have agreed to amend the agreement to revise the insurance coverage requirements; and

WHEREAS, as a result of said revision, the Board of County Commissioners finds it is in the best interest of the health, safety and welfare of the citizens of Escambia County that the agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Coordinator agree to amend the agreement entered into on October 20, 2011, as follows:

1. That the foregoing recitals are declared to be true and correct and are incorporated herein by reference.
2. That Article V of the agreement is amended as follows:

**ARTICLE V
Indemnification**

5. The Coordinator shall act as an independent contractor, and not as an employee of the County, ECAT or as the designated Agent of the County in providing the aforementioned service. The Coordinator shall hold harmless Escambia County, ECAT and their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this Agreement. The Coordinator's obligation shall not be limited by or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy or insurance.

5.1 The Coordinator shall purchase on forms no more restrictive than the latest editions of the Comprehensive General Liability and Business Auto policies filed by the Insurance Services Office. The County shall be named as an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Agreement. The County shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. The Coordinator shall at all times during the tenure of this Agreement maintain in full effect the following policies of insurance:

a. Commercial general liability insurance policy covering all acts of the Coordinator in managing and implementing the activities described herein with combined single limits of \$42,000,000 including coverage for bodily injury, broad form property damage, personal injury, contractual liability, and independent contractors.

b. Automobile liability with combined single limits of \$31,000,000 if applicable, including bodily injury and property damage arising out of operation, maintenance or use of any vehicles including all owned, hired and non-owned vehicles.

c. All workers' compensation and employers' liability insurance required by applicable Florida law, and the responsibility of the coverages of the Recipient.

All of the above policies shall be with carriers admitted to do business in the State of Florida. The Coordinator shall have certificates of insurance forwarded to:

~~Mr. W. Kenneth Gordon,~~
General Manager, ECAT
1515 West Fairfield Drive
Pensacola, Florida 32501

Escambia County
Office of Risk Management
221 Palafox Place
Pensacola, Florida 32502; and

The Certificate will show the County and the City of Pensacola as an additional insured and the certificate holder shall provide that Escambia County shall be notified at least thirty (30) days in advance of policy cancellation, nonrenewable or adverse change or restriction in coverage. If required by the County, the Coordinator shall furnish copies of the Coordinator's insurance policies, forms, endorsements, jackets and other items forming a part of or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the County, an ACORD 25. Any wording which would make notification of cancellation, adverse change or restriction in coverage to the County an option shall be deleted or crossed out by the insurance carrier

or the insurance carrier's agent or employee. The Coordinator shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the County and shall file with the County Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the County, the Coordinator shall, upon instructions of the County, cease all operations under the Agreement until directed by the County, in writing, to resume operations.

5.2 The Coordinator required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Coordinator's coverage. The Coordinator's policies of coverage will be considered primary as related to all provisions of the Agreement.

5.3 The Coordinator agrees to pay on behalf of the County and the City, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims as described in paragraph 5.1 of this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

The Coordinator and any of its associates, agents, insurers or subcontractors involved in the performance of this Agreement must comply with all applicable federal, state and local laws and regulations governing environmental pollution control and abatement in effect on the date of execution of this Agreement, as well as any other specific requirements stated elsewhere in this document. Coordinator agrees to indemnify and hold harmless the County, City of Pensacola, ECAT, TDAC and their respective agents and employees, from and against any and all liability, claims, suits, losses, expenses, judgments, costs and damages, including those resulting from the negligence of the Coordinator, its employees, agents, subcontractors, or other authorized representatives, which may arise as a result of the violation of any Environmental Law, Ordinance, Statute, Rule or other environmentally related legal requirement associated with the prosecution of the work defined in this Agreement. Further, the Coordinator assumes all legal and financial liability and the direct responsibility for assuring full and complete employee training and protection of the public, through the proper management, handling, removal, transportation and disposal of any hazardous materials, chemicals, wastes, or substances encountered by or used in the completion of the work in any way related to this Agreement.

3. That the parties hereby agree that all other provisions of the Agreement not in conflict with the provisions of this First Amendment shall remain in full force and effect.

4. That the effective date of this Amendment shall be on the last date executed by the Parties hereto.

5. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state and federal court action or other proceeding relating to any matter, which is the subject of this Agreement, shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement, on the respective dates under each signature: Escambia County, Florida acting through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and Pensacola Bay Transportation Company, LLC, signing by and through its duly authorized manager.

Approved as to form and legal sufficiency.

By/Title: ACA
Date: 5/24/13

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

By: _____
Deputy Clerk

BCC Approved:

(SEAL)

COORDINATOR:
PENSACOLA BAY TRANSPORTATION
COMPANY, LLC

By: _____
J. M. Wilcox

ATTEST:

Witness: _____

Witness: _____



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4540

County Administrator's Report 19. 8.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/11/2013

Issue: Schedule a Public Hearing Regarding Fiscal Year 2012/2013 Federal Transit Administration 5307 Grant Application for Mass Transit Project Funding

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing Regarding the Fiscal Year 2012/2013 Federal Transit Administration 5307 Final Grant Application - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for July 25, 2013, at 5:34 p.m., for the purpose of receiving public comments concerning the Fiscal Year 2012/2013 Federal Transit Administration 5307 Final Grant Application by Escambia County Area Transit (ECAT) for Mass Transit Project Funding.

BACKGROUND:

Federal Transit Administration (FTA) guidelines require that all applications for financial assistance be submitted after a public hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects. Also, effective January 1, 1998, grant applications, execution, and grant administration progress reports must be submitted electronically via the Transportation Electronic Award Management (TEAM) System.

BUDGETARY IMPACT:

The grant application has been included in the approved FY 2012/2013 ECAT budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Transportation & Traffic Operations Division and ECAT staff will coordinate with the FTA on all necessary activities regarding this grant application and fund processing. ECAT staff will electronically file all required documentation.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4554

County Administrator's Report 19. 9.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/11/2013

Issue: Reappointment to the Workforce Escarosa Board of Directors

From: Marilyn Wesley, Department Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Reappointment to the Workforce Escarosa Board of Directors - Marilyn D. Wesley, Community Affairs Department Director

That the Board confirm the reappointment of Reagan L. McDaniel, Business Manager, International Brotherhood of Electrical Workers, to the Workforce Escarosa Board of Directors, as a labor representative, for a fifth three-year term, per the end date of his previous appointment, with the term of appointment to be effective August 1, 2013, through July 31, 2016, with special dispensation requested for this additional term of service.

BACKGROUND:

The Board of Directors for Workforce Escarosa, Inc. serves as the local governing board for workforce development and job training activities as approved by Workforce Florida, Inc. and the Agency for Workforce Innovation (AWI). Federal and state legislation that govern the board activities require specific membership from various community sectors where the governing boards are located. This board serves the demographic area of Region One, comprised of Escambia and Santa Rosa counties. All appointments must conform to the requirements of the law, and have final approval from the local governing entity of each county – which, for Escambia County, is the Board of County Commissioners.

Workforce Escarosa has historically experienced some difficulty in securing active members to serve as labor representatives; hence, the request for special dispensation for Mr. McDaniel, who is described as an "involved and very active board member", to serve a fifth term.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Appointments to this Board of Directors are made in accordance with state and federal legislation.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

All Escambia County appointments to this Board of Directors must have approval from the Escambia County Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, this appointment shall become effective for the expressed dates. The Department of Community Affairs has coordinated with Workforce Escarosa on this appointment.

Attachments

Letter and Resume for Reagan McDaniel

Jay Overman
Chairperson
Susan Nelms
Executive Director



Connecting businesses and resources.

June 7, 2013

Gene M. Valentino, Chairperson
Escambia Board of County Commissioners
P.O. Box 1591
Pensacola, FL 32591-1591

Dear Chairman Valentino:

Workforce Escarosa is requesting the reappointment of Reagan McDaniel, International Brotherhood of Electrical Workers (I.B.E.W.), to the Workforce Escarosa Board of Directors.

Within Organized Labor there are many Local Union Presidents and Business Managers; however, the number of available appointees is limited. Most of the officers are in fact employees of various companies and they are unable to attend Committee and Board meetings due to their employment within their field; however, Reagan McDaniel who represents the I.B.E.W. has proved to be an involved and very active Board member.

Mr. McDaniel has helped Workforce Escarosa to identify the other labor representative for our Board, and attends and provides input at the committee level, as well as the Board level. In accordance with State Law, the Florida Workforce Innovation Act, Workforce Escarosa is required to have two (2) labor representatives on our Board. We therefore, respectfully request the reappointment of Reagan McDaniel to the Board for a three year term to begin on August 1, 2012, and continue through July 31, 2016.

Please let me know if you have questions or require additional information. As always, thank you for assisting us with Workforce Escarosa Board membership requirements.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Susan Nelms', is written over a horizontal line.

Susan Nelms
Executive Director

SN/js

Enclosure

Regional Workforce Board
9111 Sturdevant Street
Pensacola, FL 32514
Phone: (850) 473-0939
Fax: (850) 473-0935

Pensacola Center
3670-A North "L" Street
Pensacola, FL 32505-5217
Phone: (850) 607-8700
Fax: (850) 607-8849

Milton Center
5725 Highway 90
Milton, FL 32583
Phone: (850) 983-5325
Fax: (850) 983-5330

Century Center
8120 N. Century Blvd.
Century, FL 32535
Phone: (850) 256-6259
Fax: (850) 256-6266

www.workforceescarosa.com

ReaganResume

Resume

25 AUG 10

Reagan L. McDaniel
2530 Farris Avenue
Pensacola, FL 32526
850 393-6529

Business Manager
International Brotherhood of Electrical Workers
Local Union # 676
7830 North Palafox Street
Pensacola, FL 32534
850 477-8767

I was born in Walnut Hill, Florida on November 10, 1947.

I have been a resident of Escambia County my entire life.

I began work at eighteen years of age with R.H. Bouligny, Inc., a Power Line Constructor. I worked there until I was drafted into the U.S. Army in August of 1967.

I served two years in the U.S. Army from August 1967 thru August 1969, with a tour of duty in Viet Nam.

I returned from Viet Nam and re-entered the workforce as an Apprentice Lineman with R.H. Bouligny, Inc. and graduated in 1973 with a Journeyman Line Certificate from the IBEW.

I married Sandra (Joyner) of Santa Rosa County, on May 3, 1971. We have two daughters and six grandchildren.

I have attended Pensacola Junior College without obtaining a degree. I have completed various courses sponsored by Labor Institutes of the AFL-CIO and the International Brotherhood of Electrical Workers.

I have served three consecutive terms with the EscaRosa Workforce Development Board.

I am now serving as the Vice-President of the Northwest Florida Central Labor Council serving nineteen counties in the Panhandle of Florida.

I have held various offices within my Local Union including Press Secretary, Vice-President and President. I have served as the Business Manager of the Local Union for the last nine years and was recently elected for another three-year term.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4555

County Administrator's Report 19. 10.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/11/2013

Issue: Appointment to the Workforce Escarosa Board of Directors

From: Marilyn Wesley

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the Workforce Escarosa Board of Directors - Marilyn D. Wesley, Community Affairs Department Director

That the Board confirm the appointment of Larry A. Strain, Vice President of Business Banking, United Bank, to the Workforce Escarosa Board of Directors, as a private sector representative, for a three-year term, effective July 11, 2013, through July 10, 2016.

BACKGROUND:

The Board of Directors for Workforce Escarosa, Inc. serves as the local governing board for workforce development and job training activities as approved by Workforce Florida, Inc. and the Agency for Workforce Innovation (AWI). Federal and state legislation that govern the board activities require specific membership from various community sectors where the governing boards are located. This board serves the demographic area of Region One, comprised of Escambia and Santa Rosa counties. All appointments must conform to the requirements of the law, and have final approval from the local governing entity of each county – which, for Escambia County, is the Board of County Commissioners.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Appointments to this Board of Directors are made in accordance with state and federal legislation.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

All Escambia County appointments to this Board of Directors must have approval from the Escambia County Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, this appointment shall become effective for the expressed dates. The Department of Community Affairs has coordinated with Workforce Escarosa, Inc. on this appointment.

Attachments

Letter and Resume for Larry Strain



June 17, 2013

Mrs. Susan Nelms
Executive Director
Workforce Escarosa
9111 Sturdevant St. #A
Pensacola, FL 32514

Dear Susan:

In response to the request for private sector representation on the Regional Workforce Board of Directors, I would like to recommend Mr. Larry Strain, Vice President of Business Banking with United Bank. As you know, Larry has served as Executive Director for the University of West Florida's Small Business Development Center for many years and served as interim CIE Manager for the Greater Pensacola Chamber. He is heavily involved in the business community and highly respected. I believe he is ideally suited for the board position and will bring value from his new role in the private sector.

Please forward all further correspondence relating to meetings of the Regional Workforce Board to:

Mr. Larry Strain
Vice President of Business Banking
United Bank
5907 Berryhill Medical Park Dr.
Milton, FL 32570

He can be contacted via phone at (850) 291-1374 or by email at larry.strain@unitedbank.com

Thank you for your ongoing work to improve the employment opportunities for the Greater Pensacola Area.

Sincerely,

James N. Hizer, CEcD, CCE
President/CEO

TYPE OF BUSINESS (Check all that apply): ☒ Small Business (less than 500 employees)
☐ Minority Owned

Title: Vice President / Business Banking
Phone No.: 850-981-3352
FAX No.: 850-623-1878
E-Mail Address: LARRY.STRAINE@UNITED BANK.COM
Cell Phone No.: 850-291-1374

MEMBERSHIP DEMOGRAPHICS (for reporting purposes)

Please attach a copy of your resume' to this form

LARRY A. STRAIN

1729 Condor Drive
Cantonment, FL 32533
850/291-1374 - Cell
LarryStrain@gmail.com

PROFESSIONAL EXPERIENCE:

11/97-present **SMALL BUSINESS DEVELOPMENT CENTER, UNIVERSITY OF WEST FLORIDA**
401 East Chase Street, Suite 100, Pensacola, Florida 32502

Executive Director and Instructor of Management and MIS: Manage and direct the operations of the UWF Small Business Development Center. Responsible for the activities of two SBDC offices and eight counseling outreach centers providing management assistance and training to small businesses in a four county region of Northwest Florida. Develop and implement strategic partnerships with the public and private sectors, determine program goals and their achievement, assure contract and budget compliance with a variety of funding agencies and the university, develop proposals and performance reports to various constituencies, and representing the SBDC throughout the UWF service area to economic development, business, legislative and educational organizations and leaders. Responsible for teaching three sections of Small Business Consulting per year or an equivalent of nine semester hours annually. Accomplishments:

- Improved cost effectiveness and efficiency of operations from seventh of nine in 1997 to first of nine SBDCs within the Florida Small Business Development Center Network.
- Crafted and implemented a strategic plan for the UWF SBDC outlining quantifiable goals and objectives.
- Met or exceeded all major SBA/FSBDC performance goals and objectives each year since 1997.
- Named to the University of West Florida "Million Dollar Research Club" for bringing in excess of \$1 million in grants to UWF.

2/87-10/97 **SMALL BUSINESS DEVELOPMENT CENTER, LEHIGH UNIVERSITY**
621 Taylor Street, Rauch Business Center #37, Bethlehem, PA 18015

Director (6/88-10/1997): Managed and directed the operation of the Small Business Development Center (SBDC) which provides management assistance to existing and start-up small businesses in a four county area. Responsibilities included hiring and supervision of a 14 person consulting staff, managing five specialized client service programs, identification of new program opportunities, initiating public/private partnerships, proposal writing, grant administration, budget and contract management for federal, state, university, and private sector funding, planning and achieving contract performance requirements, legislative, public and government agency relations, representing the SBDC in the Lehigh Valley economic development community, program advocacy and outreach, private sector fund raising, providing specialized client consulting, and developing and implementing educational services to the Center's clients. Accomplishments:

- * Named 1995 Eastern Pennsylvania Small Business Development Center of the Year by the U.S. Small Business Administration.
- * Increased the level of private sector funding for Center operations 300% in three years.
- * Gained consensus among 14 financial institutions to form a first of its kind loan pool for small and minority businesses.

Business Analyst (2/87-5/88): Provided consulting services to small businesses in a four county geographic area. Responsible for the operation of the SBDC's Berks County Outreach Center, providing service to approximately 300 clients annually. Client services included business and strategic planning, market analysis and planning, preparation of financing proposals, and other business assistance as needed.

Larry A. Strain
Page 2

2/86-11/86 **DEEP SOUTH PEPSI-COLA, INC.**
4040 Highway 14, Lake Charles, LA 70601

Vice President and General Manager: Responsible for the operation of a four plant soft drink sales and distribution organization employing 45 persons. Responsible for budgeting divisional volume and profit objectives. Developed and implemented marketing strategies and action plans to achieve company objectives. Responsible for facility and inventory management, prime account development, and negotiation of marketing agreements with parent companies.

4/84-12/85 **OKLAHOMA BEVERAGE COMPANY**
1224 N. Lewis, Tulsa, OK 74150

Corporate Cold Drink and Special Markets Manager (2/85-12/85): Reporting to the V.P. of Sales and Marketing, was responsible for the development and operation of the food service division of a seven plant Coca-Cola franchise bottling company. Held full division P&L responsibility, developed corporate equipment policies, negotiated parent company cooperative agreements, and served as a member of the president's advisory staff.

Corporate Marketing Director (9/84-1/85): Responsible for the development, implementation, execution and evaluation of company marketing plans and trade standards in a seven sales center operation. Worked with Sales Center Managers to achieve sales and financial objectives in their bottling areas. Held key account responsibility for the company's franchise area. Developed and implemented the company's community relations programs. Worked as a member of the transition team as Oklahoma Beverage Company acquired new bottling facilities in Tulsa, Oklahoma.

Sales Center Manager (4/84-8/84): Responsible for the operation of a fifteen employee beverage distribution center. Responsibility for meeting sales and financial goals, equipment purchasing, key account management, and inventory control. Successfully turned around the sales center in five months from a loss position to a strong profit.

4/83-12/83 **ALLEGHENY PEPSI-COLA**
1650 Union Avenue, Baltimore, MD 21211

Territory Sales Manager: Managed the sales and distribution activities of a three million case, 52 route Pepsi-Cola franchise. Provided management and leadership for 60 supervisors, salesmen and route delivery personnel. Planned monthly promotions, held key account sales responsibility, managed dealer incentive programs, developed and implemented a comprehensive route personnel training program, and made all human resource decisions related to distribution personnel.

5/81-3/83 **DR PEPPER COMPANY**
P.O. Box 225086, Dallas, TX 75265

Account Sales Manager: Responsible for managing sales, distribution, and availability of Dr Pepper fountain syrups in a six state, thirteen bottler market area through the cultivation of retail accounts and coordination of the Dr Pepper distribution network. Developed and contracted bottler marketing plans and budgets with thirteen independent franchise bottling companies and trained bottler personnel. Gained availability in over 400 new accounts in less than two years.

OTHER EXPERIENCE:

1989-1997 **ALLENTOWN COLLEGE OF SAINT FRANCIS DE SALES**
2755 Station Avenue, Center Valley, PA 18034

Adjunct Faculty: Responsible for developing and teaching marketing and management courses to non-traditional adult undergraduate students in the College's ACCESS program. Courses taught include: Principles

of Marketing, Consumer and Buyer Behavior, Marketing Research, Distribution Channel Management, Industrial Marketing, Small Business Management, Principles of Sales, Sales Management, Marketing Strategy and Planning, Business Policy and Strategy, and Entrepreneurship.

EDUCATION AND PROFESSIONAL DESIGNATIONS:

B.S. Commerce, McIntire School of Commerce, University of Virginia, 1981

Master of Business Administration, Lehigh University, 1988

Certified Business Analyst Florida Small Business Development Center Network, 1998-present. Renewed in 2001, 2004, 2007, 2010.

Certified Examiner, Strategic Management Assessment Review Tool, Missouri Small Business Development Centers

Graduate, Leadership Lehigh Valley 1993

Graduate, Leadership Santa Rosa Class 25, December 2011

AFFILIATIONS:

Recent

Board of Directors, Consumer Credit Counseling Services of West Florida, Inc., 2005-present

Board of Directors, Santa Rosa County Chamber of Commerce, 2005-present, Chair, 2008, 2010

Board, Escambia County Enterprise Zone Development Agency, 2007-present, Chair 2009-2010

Policy Board, Center for Innovation and Entrepreneurship, 2008-present

Center for Innovation and Entrepreneurship Selection Committee, Chair, 2008-present

Board of Directors, United Way of Santa Rosa County, 2010-present

Member, United Bank Santa Rosa County Advisory Board, 2008-present

Member, United Bank Certified Development Financial Institution Advisory Board, 2010-present

Member, Santa Rosa County Agri-plex Oversight Committee, 2011-present

Member, Florida First Capital Finance Corporation, 2005-present

Member, Florida Economic Development Corporation, 2002-present

Member, Propeller Club of Northwest Florida, 2004-present

Member, University of West Florida College of Business College Council, 1997-present

Member, Pensacola Bay Area Chamber of Commerce, Entrepreneurial Development Council, 2003-2010

Founder and Co-Chairman, Pensacola Venture Forum, 2003-2009

Past

President, Southeast Region Small Business Development Association, 2004-2010

Board of Directors, Community Enterprise Investments, Inc.(CEII) 2005-2009

Board of Directors, Junior Achievement of Northwest Florida, 2004-2005

Board of Directors, World Trade Council of Northwest Florida, 1998-2003

Board of Directors, Florida SBDC Professional Development Certification Board, 1998-present

Board of Directors, University of Virginia Alumni Association of Pensacola, 1998-2002

Board of Directors, PA Association of Small Business Development Centers, 1993-1997, Chair, 1995-1997

Board of Directors, Bethlehem Area Chamber of Commerce, 1994-1997

Board of Directors, Lehigh Valley Economic Development Corporation, 1995-1997

Board of Directors, Lehigh/Northampton Counties Revolving Loan Fund, 1988-1997

Board of Directors, Lehigh Valley Small Business Loan Pool, 1988-1997

Board of Directors, Easton, PA Downtown Manager Committee, 1996-1997

Board of Directors, Leadership Lehigh Valley, 1994-1997, Chair 1997

Board of Directors, South Mountain District, Minsi Trails Council, BSA. 1995-1997

Board of Directors, BERKS MINDCO, Minority Development Corporation, 1992-1997

Board of Directors, Community Foundation for Human Development, 1993-1996

Board of Directors, Lehigh Valley Futures Forum, President, 1989-1993

Board of Advisors, Northeast Tier Ben Franklin Technology Incubator, 1992-1997

Board of Advisors, Electro-Technology Applications Center, Northampton CC, 1993-1997

Member, Northwest Florida Life Sciences Council, 2006-2008

Member, Pensacola News Journal, Economy Watch Panel, 1998-2004

Member, Bethlehem Area Chamber of Commerce Small Business Council, Chairman, 1989-1995

Member, Bethlehem Area Chamber of Commerce Economic Development Council, 1994-1997

Member, Lehigh Valley Legislative Delegation Advisory Committee, 1995-1997
Member, Northampton County Development Corporation Executive Committee, 1996-1997
Member, Northampton County Industrial Development Corporation Marketing Committee, 1992-1997
Member, Northampton County Development Corporation Planning Committee, 1993-1997, Co-Chair 1996-1997
Member, Northampton County Development Corporation, OEDP Committee, 1995-1997, Co-Chair 1996-1997
Member, Lehigh Valley Economic Development Council, 1988-1997

AWARDS AND RECOGNITION

2012 Pace Award, Greater Pensacola Chamber, Professional Leader of the Year
2011 Association of Small Business Development Centers, *Florida State Star*
2011 Florida Small Business Development Center Network, *State Star*
2011 Florida Small Business Development Center Network, *Certified Business Analyst Impact Award*
2011 Florida Small Business Development Center Network, *Certified Business Analyst Regional Impact Award*
2011 Florida Small Business Development Center Network, *Regional Certified Business Analyst of the Year*
2010 Santa Rosa County Chamber of Commerce, *Fred Hunter Spirit of Santa Rosa Award*
2007 Pensacola Bay Area Chamber of Commerce/High Growth Business Club *Outstanding Service to Entrepreneurs Award*
2006 Florida First Capital Finance Corporation *Florida Community Builder of the Year Award*
2006 TEAM Santa Rosa Economic Development Corporation, *Industry Appreciation Week Partner Award*
2006 University of West Florida *Million Dollar Research Club*



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4475

County Administrator's Report 19. 11.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/11/2013

Issue: Request for Disposition of Property

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Requests for Disposition of Property for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve two Request for Disposition of Property Forms for the Public Works Department indicating eleven items to be properly disposed of, which are described and listed on the Request Forms, with reasons for disposition stated.

BACKGROUND:

The surplus property listed on the attached Request for Disposition of Property Forms has been checked, declared surplus, and is to be sold or disposed of, as listed on the supporting documentation. The Request Forms have been signed by all applicable authorities.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1, 2, Section H, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, all property will be disposed of according to the Disposition of County Property Policy.

Attachments

Signed Property Disposition Forms

DATE: 5/29/13 TO: BOARD OF COUNTY COMMISSIONERS

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

| ITEM NO. | PROPERTY NUMBER | DESCRIPTION OF ITEM | SERIAL NUMBER | MODEL | YEAR | CON- DITON |
|----------|-----------------|---------------------|-------------------|-------|------|---------------|
| 6 | 50536 | TRUCK PICK-UP | 1FTRX17L62NA55051 | F-150 | 2001 | FAIR |
| 7 | 50877 | TRUCK PICK-UP | 1FTRF17W52NB44803 | F-150 | 2002 | FAIR |
| 8 | 51827 | TRUCK CREW CAB | 1FDXW46P13EB91438 | F-450 | 2003 | FAIR |
| 9 | 52282 | TRUCK PICK-UP | 1FTPX12544NA23816 | F-150 | 2003 | FAIR |
| 10 | 52284 | TRUCK PICK-UP | 1FTPX12584NA23818 | F-150 | 2003 | FAIR |
| 11 | 50537 | TRUCK PICK-UP | 1FTRX17L82NA55052 | F-150 | 2002 | FAIR |

DISPOSAL METHOD: ___ Junked XX Auction / Sold
 Donated Other:
ALL WERE REPLACED

Disposing Dept. ROAD DEPARTMENT

Property Custodian (Signature): Shirley A. [Signature] Phone No: **937-2123**

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: 5/30/2013

FROM: Escambia County Bureau

TERRY GRAY

Director or designee

RECOMMENDATION:

Date:

TO: Board of County Commissioners

FROM: County Administration

George Touart

Interim County Administrator

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers/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-4575

County Administrator's Report 19. 12.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/11/2013

Issue: Mutual Aid Agreement with Naval Air Stations Pensacola and Whiting Field for Firefighting Assistance

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Mutual Aid Agreement with Naval Air Stations Pensacola and Whiting Field for Firefighting Assistance - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Mutual Aid Agreement (N00204-20130508-252) between Commanding Officer, Naval Air Station, Pensacola, Florida, 32508-1051, and Commanding Officer, Naval Air Station, Whiting Field, Milton, Florida, 32507-6155, and Board of County Commissioners, Escambia County, Florida, for the Provision of Fire Fighting Assistance:

- A. Approve the Agreement to enable augmentation of all parties' fire protection and hazardous materials response capabilities through mutual aid when requested; and
- B. Authorize the Chairman to sign the Agreement.

BACKGROUND:

The purpose of the recommended Mutual Aid Agreement is to establish the terms and conditions under which Escambia County Fire Rescue and Fire & Emergency Services Gulf Coast (Navy) will cooperate to jointly provide fire support during emergencies in Escambia County and aboard Naval Air Stations Pensacola (Escambia County) and Whiting Field (Santa Rosa County).

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Ryan Ross, Assistant County Attorney, reviewed the agreement and approved it as to form and legal sufficiency on June 25, 2013.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners must approve all agreements.

IMPLEMENTATION/COORDINATION:

The Escambia County Fire Rescue Division will ensure that the agreement is administered and adhered to.

Attachments

Navy Mutual Aid Agreement

MUTUAL AID AGREEMENT
(N00204-20130508-252)

BETWEEN

COMMANDING OFFICER, NAVAL AIR STATION,
PENSACOLA, FLORIDA 32508-1051

AND

COMMANDING OFFICER, NAVAL AIR STATION,
WHITING FIELD, MILTON, FLORIDA 32507-6155

AND

BOARD OF COUNTY COMMISSIONERS,
ESCAMBIA COUNTY, FLORIDA

FOR THE PROVISION of FIRE FIGHTING ASSISTANCE

THIS MUTUAL AID AGREEMENT (hereinafter, the "Agreement") is made and entered into this ____ day of _____, 2013 by and between Commanding Officer, Naval Air Station Pensacola; and Commanding Officer, Naval Air Station Whiting Field for fire support provided by Fire & Emergency Services Gulf Coast (hereinafter, "Navy"), and the Board of County Commissioners of Escambia County, Florida for fire support provided by Escambia County Fire Rescue, for firefighting assistance (hereinafter, "Escambia County").

WITNESSETH:

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and response to hazardous materials incidents occurring within areas under their respective jurisdictions, and

WHEREAS, each of the Parties hereto maintains equipment and personnel for the protection of life and property from fire to include basic medical support, basic and advanced life support, special rescue events involving vehicular and water mishaps; and trench, building, and confined space extractions and

WHEREAS, the Parties hereto desire to augment the fire protection and hazardous material response capabilities available in their respective jurisdictions by entering into this Agreement, and

WHEREAS, the lands or districts comprising the respective jurisdictions of the Parties are adjacent or contiguous to one another such that the rendering of mutual assistance between the Parties in response to a fire or hazardous material incident is feasible, and

WHEREAS, it is the policy of the Department of the Navy and the Commanding Officer, Naval Air Station Pensacola; and Commanding Officer, Naval Air Station Whiting Field to enter into Mutual Aid Agreements (MAA) with non-Federal Fire Departments located in the vicinity of a Naval installation, whenever practicable, and

WHEREAS, the Parties have mutually concluded that it is desirable, practicable, and beneficial for the Parties to enter into this Agreement to memorialize their willingness and ability to render assistance to one another, in order to enhance the safety and security of the civilian community and of the Naval Air Station Pensacola, and Naval Air Station Whiting Field and outlying installations and facilities.

NOW, THEREFORE, BE IT AGREED THAT:

1. Pursuant to 42 U.S.C. §1856a, DODI 6055.06, and OPNAVINST 11320.23G, the Parties enter into a Mutual Assistant Agreement (MAA) to provide personnel and equipment required for fire prevention; the protection of life and property from fire; fire fighting and suppression to include emergency services, including basic medical support, basic and advanced life support; hazardous material containment and confinement; and special rescue events involving vehicular and water mishaps; and trench, building, and confined space extractions.
2. The senior officer of a Fire Department belonging to a Party to this Agreement, or the senior officer of such Fire Department actually present at a fire or hazardous material incident, may request fire fighting assistance under the terms of this Agreement from the other Party's Fire Department, whenever he/she deems it necessary to make such a request.
3. The requesting and rendering of assistance from one Party to the other under the terms of this Agreement shall be accomplished in accordance with detailed operational plans and procedures, which shall be developed by each of the Parties. The technical heads of each Party's Fire Departments shall work together to implement such plans and procedures in a manner compatible with the operational authorities of each. In the absence of more specific procedures, the Parties will generally proceed as follows:

a. The senior officer on duty of the Fire Department receiving a request for assistance shall take the following actions:

(1) Immediately determine if the requested apparatus and personnel are available to respond to the call for assistance.

(2) In accordance with the terms of this Agreement, forthwith dispatch such apparatus and personnel, along with instructions as to their mission, use and deployment, in quantities and amounts as in the judgment of the senior officer receiving the call can be provided to the requesting Fire Department without jeopardizing the mission of the Fire Department providing such resources.

b. The senior officer of the Fire Department requesting assistance shall normally assume full charge of the operations at the scene of the fire or other emergency. However, under procedures agreed to by the technical heads of the Fire Departments involved, a senior officer of the Fire Department furnishing the assistance may assume responsibility for the coordination of the overall operations at the scene of the fire or other emergency.

4. The rendering of assistance under the terms of this Agreement shall not be mandatory.

a. The Party receiving a request for assistance shall endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

b. Neither Party shall hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire suppression and hazardous material incident response needed within their own jurisdictions.

5. The officers and personnel of the Fire Departments of the Parties to this Agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours (consistent with local security requirements) and, as feasible, to jointly conduct pre-fire planning inspections, drills and training.

6. Each Party hereby agrees that the general intent with respect to the rendering of assistance under this Agreement is not to seek reimbursement from the Party requesting such assistance. Exceptions to this understanding would apply in the event of lost or damaged equipment, substantial amounts of supplies expended that directly related to support provided under this MAA, or other significant costs incurred that exceed originally available funding as demonstrated by documentary proof of unprogramed/unbudgeted/unforecasted outlays and expenditures that were directly related to support provided under this MAA.

a. Under the authority of 15 U.S.C. § 2210 and 44 C.F.R § 151, Escambia County is permitted to seek reimbursement for direct expenses and losses (defined as additional fire fighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States.

b. Under the authority of 42 U.S.C. § 1856a, either Party may seek reimbursement from the other for the costs incurred by it in providing services to the other Party in response to a request for assistance.

7. As required by Federal law as a condition precedent to entering into this Agreement, the Parties hereby waive all claims against the other Party for compensation of any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.

8. Independent of, and in addition to, any provisions of this Agreement, Commanding Officer, Naval Air Station Pensacola; and Commanding Officer, Naval Air Station Whiting Field is authorized and has the discretion to render disaster relief or emergency assistance to preserve life and property in the vicinity of a DOD installation, when in the opinion of the installation commander, the assistance is in the best interest of the United States. 42 U.S.C. §§ 5121-5206; DOD 3025.1-M.

TRAINING:

1. Whenever either Party hosts fire protection training for its own Fire Department ("Host Department") it may, to the maximum extent practicable and subject to its sole discretion, offer to provide the same training to members of the other Party ("Guest Department").

2. The Host Department will not charge the Guest Department for any training provided under the terms of this Agreement, unless it is a cost that cannot be covered by the Host Department such as, cost per student or cost of a certificate. Further, any such training will be provided on a space available basis only.

3. The Guest Department and/or its members will be solely responsible for the payment of any and all costs necessary for the Guest Department personnel to attend any training provided by the Host Department including, but not limited to, lodging, meals and travel.

4. This Agreement is entered into voluntarily by both Parties with no obligation on the part of either to provide such training to the other or, if such training is offered to the other Party, to participate in such training.

5. The Guest Department is responsible for ensuring that its members observe all rules, regulations, and guidelines established by the Host Department for training provided by the Host Department, as such rules, regulations and guidelines are made known to the Guest Department. Neither Party shall hold the other Party liable or at fault for damage or injury incurred during joint training activities.

6. The Host Department reserves the right to deny training to any member of the Guest Department who does not meet the prerequisites necessary to attend the training which is offered by the Host Department under the terms of this Agreement.

Communications:

1. Escambia County hereby given permission to Navy Enterprise Land Mobile Radio (ELMR) Program, Naval Air Station Pensacola, and Naval Air Station Whiting Field to utilize the County emergency dispatch radio frequencies. The purpose of this authorization is to ensure direct radio communications with the Escambia County Communications Center and mutual aid personnel for mutual aid and/or emergency situations. Radio frequencies are not to be used to supplement an agency's radio communications system.

2. The Department of the Navy agrees to acquire, at its own expense, radio communications equipment meeting the specifications

established by the Federal Communications Commission to operate on the Escambia County's radio frequencies (Attachment A), and to operate and maintain such equipment as provided in this Agreement.

3. The equipment referred to in Attachment A shall be and remain the property of the Department of the Navy, but Escambia County shall be the licensee thereof, pursuant to the Federal Communications Commission, and all applications to the Federal Communications Commission for construction permits and licenses or for authority to add to or modify station license shall be made by and in the name of Escambia County.

4. Escambia County hereby authorizes the Department of the Navy to operate said equipment (Attachment A) by its law enforcement officers, fire suppression personnel or such regularly employed and salaried assistants as the Department of the Navy may designate. The Department of the Navy agrees that said equipment will be operated only during emergency or disaster situations and for periodic tests.

5. The Department of the Navy agrees to operate and maintain said equipment in accordance with the rules and regulations of the Federal Communications Commission and the operating procedures established by Escambia County. In the event of any violation of such rules and regulations by the Department of the Navy, or of any other law respecting the operation of said equipment, Escambia County may immediately terminate this Agreement and, upon providing such termination notice, the termination is immediately effective. Upon such notice, any future access to Escambia County radio system shall be prohibited.

Execution of this Agreement:

This Agreement shall become effective upon the date annotated above, and shall remain in full force and effect until cancelled by mutual agreement of the Parties, or upon the provision of at least sixty (60) days advance written notice from the Party desiring to terminate this Agreement to the other Party. Upon becoming effective, this Agreement shall supersede all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

Mutual Aid Agreement
(N00204-20130508-252)

IN WITNESS WHEREOF, the parties hereto have made and executed this to the agreement on the respective dates under each signature. Escambia County, Florida, through its Board of County Commissioners signing by and through its Chairman, authorized to execute same by Board action on the ____ day of _____, 2013, and the Department of Navy signing by and through the Commanding Officer, Naval Air Station, Pensacola; and Commanding Officer, Naval Air Station, Whiting Field duly authorized to execute same on the ____ day of _____, 2013.

COUNTY:

Escambia County,
Florida, a political
Subdivision of the State
of Florida, acting by and
through its duly
authorized Board of
County Commissioners

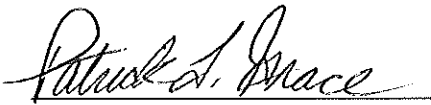
NAVY:

Department of the Navy,
a government body,
corporate and politic,
acting by and through its
duly authorized
Commanding Officers

Gene Valentino,
Chairman
Board of County
Commissioners
Pensacola, Florida
Date: _____

K. W. HOSKINS, CAPT, USN
Commanding Officer
Naval Air Station
Pensacola
Date: _____

M. F. COUGHLIN, CAPT, USN
Commanding Officer
Naval Air Station
Whiting Field
Date: _____


Patrick T. Grace, Chief
Escambia County Fire
Rescue
Pensacola, Florida
Date: _____

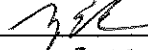
Bob D. Brown
Assistant Regional
Counsel
Date: _____

ATTEST:
Clerk of the Circuit
Court

By: _____
Pam Childers

BCC Approved:

Approved as to form and legal
sufficiency.

By/Title: 
Date: ~~JUNE~~ JUNE 26, 2013

Mutual Aid Agreement
(N00204-20130508-252)

Attachment A

Navy Fire will use Escambia County Main Fire Dispatch (460.5750) and TAC-2 South (453.27250-RX/458.27500-TX) with the call sign of "Station 34" for all mutual aid calls with Escambia Fire.

| CH | CH NAME | RX FREQ | TX FREQ |
|----|------------------------------|-----------|-----------|
| 1 | ESC MAIN | 460.57500 | 465.57500 |
| 2 | TAC-2 SOUTH | 453.27500 | 458.27500 |
| 3 | TAC-2 T/A | 453.27500 | 453.27500 |
| 4 | TAC-3 SOUTH | 460.60000 | 465.60000 |
| 5 | TAC-3 T/A | 460.60000 | 460.60000 |
| 6 | TAC-1 NORTH | 460.62500 | 465.62500 |
| 7 | TAC-1 T/A | 460.62500 | 460.62500 |
| 8 | INTER OP | 460.02500 | 465.02500 |
| 9 | LIFE FLIGHT | 453.02500 | 453.02500 |
| 10 | EMS | 462.97500 | 467.97500 |
| 11 | EMS T/A | 462.97500 | 462.97500 |
| 12 | ADMIN | 453.92500 | 458.92500 |
| 13 | ADMIN T/A | 453.92500 | 453.92500 |
| 14 | BEACH LIFE G | 460.26250 | 465.26250 |
| 15 | SANTA ROSA EMS | 453.95000 | 458.95000 |
| 16 | ESC MAIN | 460.57500 | 465.57500 |
| 17 | BAPTIST HOSPITAL | 463.16250 | 468.16250 |
| 18 | GULF BREEZE HOSPITAL | 463.08750 | 468.08750 |
| 19 | JAY HOSPITAL | 463.03750 | 468.03750 |
| 20 | NAVY HOSPITAL | 463.01250 | 468.01250 |
| 21 | SACRED HEART HOSPITAL | 463.06250 | 468.06250 |
| 22 | SANTA ROSA MEDICAL CENTER | 463.06250 | 468.06250 |
| 23 | WEST FL HOSPITAL | 463.13750 | 468.13750 |
| 24 | MED 8 | 463.17500 | 468.17500 |
| 25 | MED 82 | 463.18750 | 468.18750 |



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4577

County Administrator's Report 19. 13.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 07/11/2013

Issue: Solid Waste Management - Request for Disposition of Property

From: Pat Johnson, Department Director

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Requests for Disposition of Property for the Solid Waste Management Department - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve the two Request for Disposition of Property Forms for the Solid Waste Management Department for property, which is described and listed on the Disposition Forms, with reasons for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property has been checked, declared to be obsolete and/or of no use to the County and suitable to be auctioned or properly disposed.

BUDGETARY IMPACT:

Possible recoup of funds if/when property goes to auction.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is 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 BCC, the Disposing Department, Constitutional Officer, or Outside Agency must put items in good condition on the "Pensacola Community Auction" website for thirty (30) days. All other property will be disposed of according to the Dispositoin of County Property policies of the BCC.

Attachments

SWMD Dispositions 07_11_2013

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: Solid Waste Management

COST CENTER NO: 230314

Susan Holt

DATE: 6/17/13

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):

Susan R Holt

Phone No:

595-4579

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

| TAG (Y / N) | PROPERTY NUMBER | DESCRIPTION OF ITEM | SERIAL NUMBER | MODEL | YEAR | CONDITION |
|----------------|--------------------|---------------------|---------------|--------|------|-----------|
| N | 58536 | 3" Diaphragm Pump | n/a | MQD311 | 2010 | Unusable |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Disposal Comments: _____

FLEET MAINTENANCE:

Dennis Rigby

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

x _____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 6/18/13 Fleet Maintenance Manager Signature:

[Signature]

TO: County Administration

Date: 6/26/2013

FROM: Escambia County Bureau

Director (Signature):

[Signature]

Director (Print Name):

Patrick Johnson

RECOMMENDATION:

Date:

TO: Board of County Commissioners

FROM: County Administration

[Signature]

George Touart

Interim County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, 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

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. bj 05-15-13

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: Solid Waste COST CENTER NO: 230314

Susan Holt

DATE: 5/30/2013

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Susan R Holt Phone No: 595-4579

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

| TAG (Y / N) | PROPERTY NUMBER | DESCRIPTION OF ITEM | SERIAL NUMBER | MODEL | YEAR | CONDITION |
|----------------|--------------------|--------------------------------|---------------|-------|------|-----------|
| N | 50151 | Caterpillar Track-Type Tractor | 6YZ75009 | D8R | 2001 | Fair |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Disposal Comments: Replaced By New Equipment

FLEET MANAGER: Dennis Rigby
Print Name

Conditions: ☒ Dispose-Good Condition-Unusable for BOCC
☐ Dispose-Bad Condition-Send for recycling-Unusable

Date: 5/30/13 Fleet Manager Signature: [Signature]

TO: County Administration Date: 6/26/2013

FROM: Escambia County Bureau Director (Signature): [Signature]

Director (Print Name): Pat Johnson

RECOMMENDATION:

TO: Board of County Commissioners

FROM: County Administration

Date: [Signature]

George Touart

Interim County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) [Signature]

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

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. bj 05-15-13



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4453

County Administrator's Report 19. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/11/2013

Issue: 2013 Neighborhood Renewal Initiative Mini-Grant Project Agreement

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the 2013 Neighborhood Renewal Initiative Mini-Grant Agreement
- Keith Wilkins, Community & Environment Department Director

That the Board take the following action regarding the Community Development Block Grant (CDBG) funded Neighborhood Renewal Initiative Mini-Grant Agreement with Community Improvement Association, Inc., (aka: Montclair Improvement Association):

A. Award a Neighborhood Renewal Initiative Mini-Grant Agreement, known as the Montclair Paint House Number on Street Curb Project, in the maximum amount of \$500, for specific benefit of the Community Improvement Association, Inc., (aka: Montclair Improvement Association). The funds will assist the Association with costs of painting house numbers at street curb locations in the Montclair neighborhood located in the Palafox Corridor Redevelopment Area; and

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

[Funding: Fund 129, 2010 CDBG, Cost Center 221435]

BACKGROUND:

The Escambia Consortium 2010-14 Consolidated Plan and 2010 Annual Plan approved by the Board on August 4, 2011 (see Exhibit I), included a CDBG allocation for the Neighborhood Renewal Initiative Project targeting the County's designated Community Redevelopment Areas (Englewood, Brownsville, Warrington, Barrancas, and the Palafox Corridor). The mini-grant allows for small scale improvements of up to \$500 in the targeted redevelopment area without the requirement of volunteer match from the neighborhood. The 2013 proposal submitted by Community Improvement Association, Inc. (aka: Montclair Improvement Association), included along with the Agreement in Exhibit II, will target improvements in the Palafox Corridor Redevelopment Area. The proposal has been reviewed by the Community Redevelopment Agency (CRA) and Neighborhood Enterprise Foundation, Inc. (NEFI) staff. The \$500 maximum grant will assist the neighborhood association with the costs of painting house (street address) numbers at the street curb in the Montclair neighborhood, which will aid in locating individual addresses and support neighborhood watch initiatives.

BUDGETARY IMPACT:

The County's FY 2013 budget includes funding for the Neighborhood Renewal Initiative Project. The funds are budgeted in Fund 129/2010 CDBG Cost Center 221435.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

An agreement, mutually approved and executed, between the County and the project sponsor is required to provide for implementation of the project.

IMPLEMENTATION/COORDINATION:

Implementation oversight will be provided by NEFI and the CRA, in consultation with the project sponsor. The project requires coordination between Community & Environment Department, NEFI, CRA, and the project sponsor. The various participating agencies are aware of the content of this recommendation and the planned approval schedule.

Attachments

Exhibit I

Exhibit II

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.

NEIGHBORHOOD RENEWAL INITIATIVE MINI-GRANT AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of July, 2013, by and between **ESCAMBIA COUNTY**, P. O. Box 1591, Pensacola, Florida 32597 (the "County") and **COMMUNITY IMPROVEMENT ASSOCIATION, INC.** (aka: Montclair Improvement Association), 4407 Havre Way, Pensacola, Florida 32505 (the "Grantee") for the specific benefit of the **Montclair Paint House Number on Street Curb Project** (the Project").

PROVISIONS

A. The County has established the Escambia Neighborhood Renewal Initiative (the "Program") to provide grants to qualified organizations to complete specified projects within the boundaries of the County's designated Community Redevelopment Areas, which program and projects constitute a public purpose; and

B. All grant monies, under this Program, shall be expended solely for the construction and completion of the specified project (the "Project"), and shall be expended in accordance with provisions of the Community Development Block Grant (CDBG) Program Regulations at 24 CFR Part 570 and laws and regulations related thereto; and

C. The Program is conditioned upon satisfactory completion of the Project as outlined below. In consideration of the mutual covenants described herein, and other good and valuable consideration, which the parties hereby determine to be sufficient, the parties agree as follows:

1. Above Provisions: The above provisions are hereby incorporated into this Agreement.
2. Neighborhood Renewal Grant: County hereby awards Grantee a Program grant in the maximum amount of \$ **500.00** for the project described in **EXHIBIT I** of this Agreement.
3. Conditions: The documentation of performance, supervision, and/or receipt of goods as specified in the Project as described in **EXHIBIT I**.
4. Project: Grantee agrees to perform, or supervise the work performed as a part of the Project. Included as a part of the project is the guarantee for continued operation and/or maintenance of the project by the grantee. The parties hereto agree that the Project shall be defined as that described in **EXHIBIT I**. *The work activities may not commence until the Grantee has been advised that the Project can proceed by the County.*
5. Term: The work activities to be performed by the Grantee, as part of the Project, must be initiated on or before the 11th day of July, 2013, and all Project activities shall be fully complete on or before the 31st day of December, 2013. Should an extension become necessary, Grantee shall submit a written request to the County for such an extension at least thirty (30) days prior to the termination date cited above. The County's agreement to grant an extension shall not constitute a waiver of any of the other terms of the Agreement
6. Applicable Laws: The Grantee must comply with all applicable ordinances and codes, and shall, at their own 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 Grantee shall indemnify and hold harmless the County, and its agent, Neighborhood Enterprise Foundation, Inc. (NEFI), including its elected officials, board members, agents and employees, from and against all claims, damages, losses, and

expenses, including but not limited to, attorney's fees and costs, arising out of or resulting from the carrying out of this Agreement, and out of any work activities performed under this Agreement, or constituting a breach of any term of this Agreement. Indemnification and Hold Harmless Agreement is attached as **EXHIBIT II**.

8. Termination: The County shall have the right to terminate this Agreement for any breach of any term of this Agreement. A breach shall include, but not be limited to, failure to begin work and progress along the schedule in the time and manner specified in paragraphs 4 and 5; failure to provide equipment or materials adequate to perform the project; or failure to complete the project by the designated dates.

If a Project is terminated, and that project is located on public property or right-of-way, the County reserves the right to remove or require the grantee to remove any or all portions of the Project. If a Project is terminated, and that Project is located on public property or right-of-way, the County reserves the right to claim as its own and use as it deems fit any improvements or materials remaining on the Project site. If a Project is terminated, and that Project is located on private property, the Grantee shall be solely responsible for removing or completing the Project in consultation with the owner of said property.

9. Notice of Termination: Upon the County's determination that Grantee has breached any term of this Agreement, the County or its agent will provide Grantee written notice by certified mail of said breach, and provide, in the written notice, the corrective action that Grantee must take. If Grantee does not take the above described corrective action within fifteen (15) days of Grantee's receipt of the written notice, this Agreement shall terminate without further notice. The corrective action must be acceptable to the County or its agent in order to avoid termination.

10. Subsequent to Termination: County shall provide Grantee a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the County may require the Grantee to submit a cashier's check to the County for the total amount of funds disbursed under this Agreement. The decision to demand repayment in such instance shall rest solely with the County and/or the U. S. Department of Housing and Urban Development.

11. Neighborhood Associations as Independent Contractors: It is agreed between the parties that the Grantee is an independent contractor and is not an employee or agent of the County, or its agent, Neighborhood Enterprise Foundation, Inc. Evidence of current corporate status is included in **EXHIBIT IV**.

12. Inspectors: The Escambia County Community & Environment Department, Neighborhood Enterprise Foundation, Inc., or other County officials, as may be duly authorized by the County, reserve the right to place inspectors at the work site or at the place of shipment or delivery of materials under this Agreement, or at the factory, or in the neighborhood, in order to confirm the legitimacy of monies expended under this Agreement. The County does not assume any liability for the quality of work performed or injuries incurred, in any manner, during the performance of the work described herein. Further, the County or its agent does not act in a supervisory capacity in the carrying out of this Project.

13. Monthly Reports: Monthly project reports must be submitted to the Neighborhood Enterprise Foundation, Inc. on or before the 1st calendar day of each month during construction of the project, excluding the month the project is initiated. Revenue and expenditure documentation shall be provided for all sources and uses of funds described in this Agreement. Original receipts and/or invoices are required for

payment/reimbursement by the County. County, and its agent, NEFI, will not remit any drawdown on the grant without satisfactory supporting documentation, which decision will be made in the sole discretion of the County and its agent.

14. Payment Process. The County prefers to provide direct payments to the vendor for pre-approved, eligible project costs under the mini-grant program. However, upon written request by the Grantee, the County will agree to provide direct payments to the Grantee for pre-approved eligible Project costs that are incurred in carrying out the Project activities as authorized hereunder. The Grantee must select either the reimbursement or direct payment option prior to initiating any Project expenditures that are to be reimbursed or paid from Grant funds provided through this Agreement. The Grantee accepts sole responsibility for ensuring that all Project expenses are reviewed and pre-approved by the County, through its agent, NEFI, prior to authorizing delivery of the goods, services or equipment. Failure to obtain such authorization shall release the County from any obligation to pay for unauthorized goods, services or equipment, and the liability for payment in such instances shall be the responsibility of the Grantee.
If applicable, direct vendor payments shall be processed through the County Office of Purchasing, and shall conform to County requirements as stipulated in the County's Purchasing Ordinance. For all Grant related purchases or reimbursements, Grantee shall be required to provide the County with three written price quotes for each item to be purchased. In the event the Grantee elects to be reimbursed for Project related expenses, the Grantee shall provide the County with the names and signatures of persons authorized to purchase merchandise for the Project. Reimbursements will be paid to these approved individuals ONLY, and shall be paid only after the Grantee submits vendor invoices, proof of payment, and other documentation as may be required by the County. Grantee and County agree that the final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit/Finance Division.
15. Maintenance of Records. Grantee shall maintain written records and accounts that document all expenditures related to this Project. Such records and accounts shall be maintained 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 County, NEFI, the Clerk of the Circuit Court/Finance Division, or the U. S. Department of Housing and Urban Development shall have the right to review any and all records or any other records pertaining to this Agreement, at any time. The Grantee 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, as amended. In the event the Grantee fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Grantee and its surety, if any, seven (7) days written notice, during which period the Grantee still fails to allow access to such documents, terminate the employment of the Grantee. In such case, the Grantee shall not be entitled to receive any further payment or benefit associated with this Agreement. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Grantee (excluding monies owed the Grantee for subcontractor work).
16. Audit: The County, NEFI, the Clerk of the Circuit Court/Finance Division, or the U. S. Department of Housing and Urban Development maintain the right to review and audit any and all financial records or any other records pertaining to this Agreement, at any time.
17. Utilization of Project Funds by Grantee. In the event the Grantee fails to utilize the Grant funds provided through this Agreement within the contract period and/or in accordance with the terms and conditions

hereunder, the County shall be under no obligation to reserve or otherwise set-aside the remaining funds for future use by the Grantee.

18. Equipment: Should the Grantee organization be dissolved before the Project is completed, or should any equipment purchased or received as part of the Project not be used in accordance with the Grant Agreement, the equipment purchased through the Grant will become the property of the County. Further, Grantee shall inventory any equipment purchased through this Agreement and report the location, condition, and use of said equipment to the County, or its agent, NEFI, at least annually for the usable life of the equipment. For equipment purchases under this Agreement, unless defined elsewhere, "usable life" shall be defined as two (2) years from the date of delivery of the equipment to the Grantee.
19. Amendments. The County, or its agent, NEFI, shall have the authority to draft amendments to this Agreement. Any such amendment must be mutually agreed upon by both parties in writing and will require the County Administrator's approval before it becomes effective.
20. Notices. Any notices to the Grantee, under this Agreement, shall be mailed to: Neighborhood Renewal Initiative Program, NEFI, P.O. Box 18178, Pensacola, Florida 32523. Any notices shall be sent by certified mail.
21. No Discrimination. All activities provided hereunder shall be performed and executed in a non-discriminatory manner in keeping with the provisions of the Civil Rights Act of 1964 and 1968, as amended. Services and access hereto shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin. The Grantee accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.
22. Federal Requirements: Grantee and County agree to comply fully with governing Community Development Block Grant regulations found at 24 CFR Part 570 and other related provisions cited therein and as stipulated in **EXHIBIT III** of this Agreement.
23. Control of Assets: All purchases under this Agreement that are paid with Federal funds shall be made by the County following the proper request and documentation by the Grantee. No assets with a value in excess of \$25,000 will be procured under this agreement. Items to be purchased will generally have a per unit value of less than \$500 and will have a usable maximum life of two (2) years.
24. Entire Agreement: This Agreement incorporates the entire Agreement, including any attached Exhibits or Amendments, between the parties hereto and no statements, representations, or terms, not included within the written terms of this Agreement, can be considered a part of this Agreement.
25. Waiver: This Agreement does not constitute a waiver of any applicable Codes or regulations, or requirements. All applicable Codes and regulations remain in force.
26. This Agreement is executed in the City of Pensacola, Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.
27. It is understood and agreed by the parties that 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.

28. The clause 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.
29. 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. All notices under this contract shall be in writing, and shall be sent by certified mail to the parties at the respected addresses stated below.
30. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with duly adopted action or authority of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, parties hereto, by their duly authorized representatives, have set hereunto the hands and seals of each this date and year first written above.

**ESCAMBIA COUNTY, a political subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS**

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved: July 11, 2013

BY: _____
Deputy Clerk
(SEAL)

This document approved as to form and
Legal Sufficiency:

This document approved as to form
and legal sufficiency
By: Kristin Howard
Title: ACA
Date: 5/23/13

COMMUNITY IMPROVEMENT
ASSOCIATION, INC. (aka: Montclair
Improvement Association),
as sponsor of the Montclair Paint House
Number on Street Curb Project in the
Palafox Corridor Community
Redevelopment Area

By: _____
Donald Smith, President

WITNESSED:

1. _____

Print Name

2. _____

Print Name

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Donald Smith, President, Community Improvement Association (aka: Montclair Improvement Association) as sponsor of the Montclair Paint House Number on Street Curb Project in the Palafox Corridor Community Redevelopment Area, who did not take an oath and who:
____ is/are personally known to me.
____ produced current Florida driver's license as identification.
____ produced current _____ as identification.

Signature of Notary Public

(Notary Seal must be affixed)

Name of Notary Printed

My Commission Expires: _____

Commission Number: _____

**NEIGHBORHOOD RENEWAL INITIATIVE MINI-GRANT
PROJECT ACKNOWLEDGEMENT**

THE PROJECT DESCRIBED IN THIS AGREEMENT HAS BEEN PRESENTED OR PROVIDED TO REPRESENTATIVES OF COMMUNITY IMPROVEMENT ASSOCIATION, INC. (aka: Montclair Improvement Association) THE PROPOSAL IS IN KEEPING WITH THE NEEDS AND PRIORITIES OF THE COMMITTEE IN PROVIDING ENHANCED SERVICES FOR RESIDENTS OF THE PALAFOX CORRIDOR COMMUNITY, MORE SPECIFICALLY, THE MONTCLAIR NEIGHBORHOOD.

EXECUTION OF THIS CERTIFICATION BY A REPRESENTATIVE OF THE COMMUNITY IMPROVEMENT ASSOCIATION, INC. (aka: Montclair Improvement Association) ACKNOWLEDGES THE COMMITTEE’S GENERAL FAMILIARITY WITH THE PROJECT AND THE PROJECT’S BENEFIT TO THE COMMUNITY.

ACKNOWLEDGED BY:_____

**COMMUNITY IMPROVEMENT ASSOCIATION, INC.
(aka: Montclair Improvement Association)**

Date:_____

EXHIBIT I

Project Application and Budget

SPONSORING AGENCY: COMMUNITY IMPROVEMENT ASSOCIATION, INC.
(aka: Montclair Improvement Association)

PROJECT: Montclair Paint House Number on Street Curb Project

ESCAMBIA NEIGHBORHOOD RENEWAL INITIATIVE
GRANT APPLICATION FORUM

(Please type or print application in blue or black ink.)

_____ FALL CYCLE X SPRING CYCLE

Project Name: Paint House Number On Street Curb

Name of Neighborhood Organization: Montclair Association
Address: 4407 Havre Way
 Pensacola, FL 32505

Mailing Address (if different from above): same as above

Contact Person: Tracie Dailey
Phone: 850-479-3712
Fax:
Email Address: tracie.dailey@cox.com

ORGANIZATION ELIGIBILITY CHECKLIST:

When was the Neighborhood Organization
organized? June 14, 1984

How many members belong to the Organization? 39

The Organization's Membership is comprised of (check all that apply):
 X Homeowners X Renters X Business Owners X Other: Honorary

Is the Organization's membership open and non-discriminatory? X Yes ____ No

Is the Organization's current Officers or Board of Directors are

| | |
|----------------------------|------------------|
| Chair/President: | Donald Smith |
| Vice Chair/Vice President: | Allen Janssen |
| Treasurer | Rachel Crowdus |
| Secretary: | Tracie Dailey |
| Board Members: | Betty Smith |
| | Betty Williams |
| | Doris Underwood |
| | Mamie McCullough |

Is the Organization a 501(c) 3 X Yes ____ No

Is your Organization's listing with the State of Florida's Division of Corporation
Active?

 X Yes ____ No [listing must be current for project to be awarded]

Has the Organization successfully implemented projects within the past six months?

☐ Yes (If yes, please list at least one example:)

☒ No

Project Description:

The Project is located in the following Escambia County Community Re-development Area (check one):

Barrancas

☒

Palafox:

Brownsville

Warrington

Englewood

Warrington

Neighborhood Organization location/boundaries (attach map as **Exhibit A**)

The Montclair Association includes Massachusetts Ave from Montclair Road to Massachusetts Ln. North from Massachusetts Ave to W Michigan Ave.

Briefly describe the proposed Project (attach additional sheets if necessary):

The Association would like to paint the house numbers on the curb for the Montclair Area. We would like funding to start paint on Montclair Rd. There are approximately 127 homes on Montclair Rd. We estimate it will cost approximately \$5 per house for materials and labor.

A schematic drawing depicting planned site improvements is enclosed as **Exhibit B**, if applicable:

Yes

No

Describe how the project addresses redevelopment area priorities/needs:

There is a need to have the house numbers painted on the curb to help emergency vehicles such as ambulances and fire trucks find the homes in the neighborhood.

The project will be undertaken in:

☒

Public right-of-way

Public park/neighborhood facility

Common area owned/managed by the Organization

Private property

(NOTE: It is the applicant agency's responsibility to obtain written authorization from the owner of the property to be improved prior to proceeding with project activities; no funds will be disbursed without this authorization)

Specify how the Organization will ensure that the improvements are properly maintained after completion (Organizations should not rely upon government agencies to perform or pay for such work):

No maintenance is necessary after the painting is completed.

Approximate number of persons to be served by grant: 127 households

PROJECT BUDGET:

NO PROJECT/PROGRAM EXPENSES MAY BE INCURRED UNTIL AFTER BOARD OF COUNTY COMMISSIONERS APPROVAL DATE. ALL PROJECTS MUST BE COMPLETED WITHIN A FOUR MONTH TIME PERIOD FROM THAT DATE.

EXPENSES (Provide a detail listing of estimated project expenses):

| | |
|------------------------------------|------------------|
| <u>Concrete paint and supplies</u> | <u>\$ 203.76</u> |
| <u>Stencil</u> | <u>\$ 51.59</u> |
| <u>Labor (2 days)</u> | <u>\$ 380.00</u> |

TOTAL PROJECTED EXPENSES: \$ 635.35

If awarded, written and signed estimates must be included from at least (3) separate contractors/vendors where applicable. Expense incurred exceeding grant funds requested/allocated must be provided by the Organization.

CERTIFICATION

I/We, Ronald L Smith Jr, representing the Montclair Neighborhood Association hereby certify that the Association's Board of Directors or general membership approved this Escambia County Neighborhood Renewal Initiative grant application on 29 APR 2013. Minutes verifying this neighborhood approval are attached as Exhibit C.

Executed this the 29 day of APRIL, 2013

By: Donald L Smith Jr
Chairperson/President

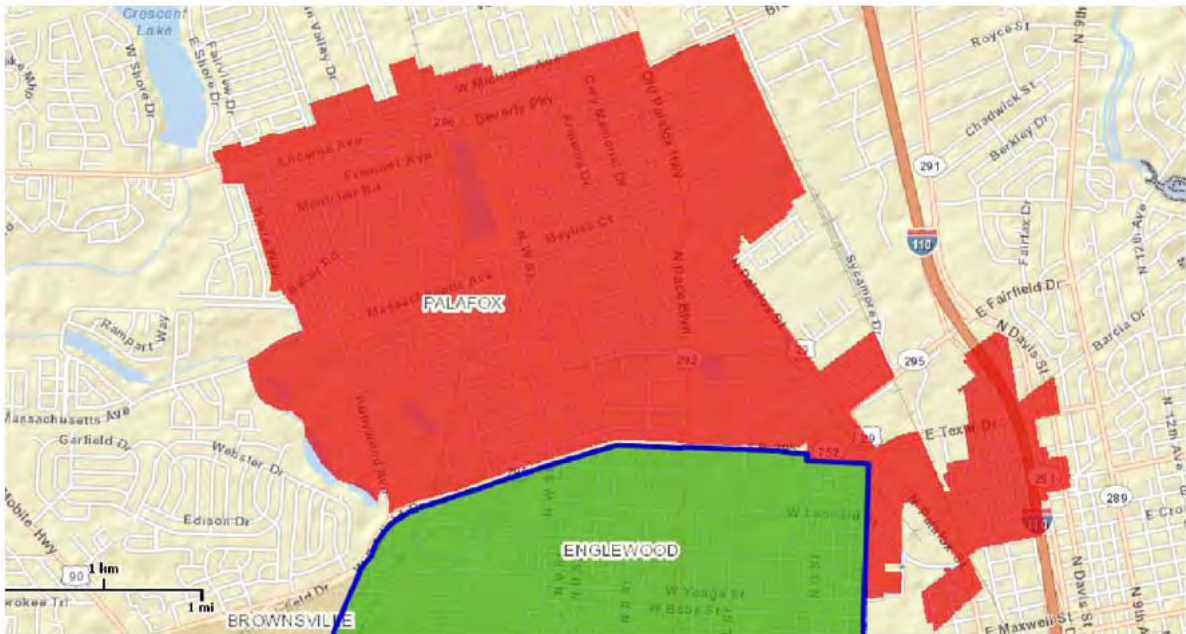
04/29/2013
Leslie A. Howard
NOTARY PUBLIC



LESLIE A. HOWARD
MY COMMISSION # EE 160851
EXPIRES: April 10, 2018
Boarded Thru Budget Notary Services

EXHIBIT A

Map of Palafox Corridor CRA



Palafox Corridor CRA

Printed: May 20, 2013



EXHIBIT B

Minutes of April 9, 2013, Montclair Improvement Association Meeting

Montclair Association
Monthly Meeting Minutes
April 9, 2013, Tuesday
@ 820 Massachusetts Ave, Pensacola FL 32505
(Montclair Elementary)

Meeting called to order at 6:37 pm by the President Donald Smith.

Donald Smith led the pledge of allegiance.

Secretary Tracie Dailey read the minutes for the March 12 meetings. Minutes approved and subject to audit.

Treasurer Rachel Crowder read the financial report. \$801.01 balance as of April 9, 2013. Financial Report approved and subject to audit.

Guest Speaker

Guest Speaker Garrett W Walton from Rebuild NW Florida. Rebuild NW Florida is a nonprofit organization that formed after Hurricane Ivan. It provides 75% funding to "harden" homes to prevent damages from hurricanes. Repairs include upgrading doors, reinforcement for the roof and shutters for windows. If you are interested, please contact Rebuild NW Florida to start the application process.

Yard Sale

Yard Sale was rescheduled for 5/18/13 Saturday 8:00 am – 2:00 pm. Rain date is the follow week 5/25/13. Diego Park was deemed too dangerous. Location to be determined. Two possibilities include a neighborhood church or Mr. Smith's home on Montclair Rd. \$10 donation per vendor (must furnish own tables). Or you can donate items that will be sold by the Association.

CDBG

Tracie Dailey proposed a vote for the \$500 community development block grant to start painting house numbers on the curb on Montclair Rd. Betty Williams made a motion to vote for the grant. Allen Janssen seconded the motion.

No votes one (1) Yes votes to apply for the grant 24

Motion passed to apply for the grant.

New Business

Donald Smith informed the group about the prescription drug round-up at Walgreens, Saturday April 27, 2013.

Donald Smith suggested that we start a welcome committee for new residents in Montclair. Two members volunteered to be on the committee: Elizabeth Jordan and

Mike Smith. We will welcome homeowners and renters. Betty Williams will work on getting donated bags to put in the items for the welcome kit.

Two Door prizes were awarded to Betty Williams (Gift card for Subway) and Willie Moore (necklace).

Meeting ended at 7:55 pm.

trd

EXHIBIT II

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Voluntary Participation:

The Grantee, **COMMUNITY IMPROVEMENT ASSOCIATION, INC.** (aka: Montclair Improvement Association), hereby asserts and affirms that the Grantee is a volunteer-based organization, and that said organization requested assistance from Escambia County's Neighborhood Renewal Initiative Project to undertake activities developed, sponsored and implemented by the Grantee. The Grantee accepts responsibility for coordination of all Project activities; assuring the safety of its volunteers; providing proper training and instruction to volunteers in the use of equipment and supplies required to undertake the Project; and general oversight and management of the Project.

Indemnification:

The Grantee, **COMMUNITY IMPROVEMENT ASSOCIATION, INC.** (aka: Montclair Improvement Association), shall, at all times throughout the duration of this Project, indemnify and hold harmless Escambia County, and its agent, Neighborhood Enterprise Foundation, Inc. (NEFI), including its elected officials, board members, agents and employees, from and against all claims, damages, losses, and expenses, including but not limited to, attorney's fees and costs, arising out of or resulting from the carrying out of this Agreement, and out of any work activities performed under this Agreement, or constituting a breach of any term of this Agreement. Grantee assumes all responsibility for Project activities and related work, and shall provide and pay the costs of legal services in the event legal action is brought against the Grantee, the County or NEFI as a result of matters associated with this Project. This in no way shall prohibit the County or NEFI from securing legal services in addition to that provided by Grantee. The duration of this Agreement shall be defined to mean the contract term as stated in the Project Agreement dated **July 11, 2013**; or the period during which any of the equipment or supplies provided under the Agreement remain in use by the Grantee, or agencies or individuals, affiliated with the Grantee, whichever is longer. In the event of litigation, the duration shall be extended through the date that any and all litigation actions are completed and legally or judicially settled.

Independent Agency/Contractor:

In carrying out the activities cited in the **July 11, 2013**, Project Agreement, **COMMUNITY IMPROVEMENT ASSOCIATION, INC.** (aka: Montclair Improvement Association), the Grantee, County, and NEFI agree and affirm that the Grantee is an independent agency/contractor and the Grantee is not an employee or agent of the County or NEFI. Implementation of the Project activities shall be at the direction of the Grantee.

Liability for Claims/Insurance:

Grantee, **COMMUNITY IMPROVEMENT ASSOCIATION, INC.** (aka: Montclair Improvement Association), acknowledges that the County nor NEFI shall be responsible for insurance claims, personal or injury claims, legal fees, medical or health care charges, or other costs of any kind that may result from the implementation of the Project activities. Grantee assumes responsibility for properly ensuring its protection from such potential claims, and releases the County and NEFI from any responsibility for such claims or legal actions. Grantee acknowledges and agrees to the terms and conditions cited herein, and the Grantee has caused this Indemnification and Hold Harmless Agreement to be executed by its duly authorized officer or agent as cited below. This Agreement was approved and authorized by the governing body of the **COMMUNITY IMPROVEMENT ASSOCIATION, INC.** (aka: Montclair Improvement Association).

Executed this the _____ day of _____, 20__:

COMMUNITY IMPROVEMENT ASSOCIATION, INC.
(aka: Montclair Improvement Association)

By: _____
Donald Smith, President

WITNESSED:

1. _____

Print Name

2. _____

Print Name

EXHIBIT III

APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS

LISTING OF FEDERAL PROVISIONS

All Federal provisions related to this contract are listed below for reference, and are to be complied with to the extent that each is applicable to this specific agreement.

1. Certification Regarding Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance and Anti-Discrimination Provisions
4. Copeland Anti-Kickback Act Provisions
5. Executive Order 11426, as amended by Executive Order 12086, Concerning Affirmative Action in Employment and Employment Practices
6. Title VI of the Civil Rights Act of 1964, and amendments thereto
7. Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act)
8. Executive Order 11063, as amended by Executive Order 12259
9. Section 109 of the Housing and Community Development Act of 1974 and any amendments thereto
10. Lead Based Paint Prohibition stipulated in Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (as applicable)
11. Section 202 (a) of the Flood Disaster Protection Act of 1973 and amendments thereto regarding Flood Hazards Mitigation (as applicable)
12. Architectural Barriers Act (as applicable)
13. Americans with Disabilities Act Protections (as applicable)
14. Energy Policy and Conservation Act
15. Sections 503/504 of the Rehabilitation Act of 1973
16. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act as applicable
17. Labor Standards Provisions to the extent required by Section 110 of the Housing and Community Development Act of 1974 and amendments thereto
18. Minority and Women Owned Business Identification and Utilization
19. Affirmative Action in Employment and Employment Matters
20. Section 3 of the Housing and Community Development Act of 1968, as amended

Standard Provisions (Continued)

21. Age Discrimination Act of 1975
22. Provisions Regarding Access to and Maintenance of Records
23. Conflict of Interest Provisions
24. Anti-Lobbying Certification
25. Relocation, Displacement and Acquisition Provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and HUD Implementing Regulations at 24 CFR Part 42 to the extent applicable to Project activities


26. Prohibition against the Use of Debarred, Suspended or Ineligible Contractors or Subrecipients (24 CFR Part 24)
27. Ownership of Project Copyrights and Patents (if applicable)
28. Requirements of 24 CFR Part 24 concerning the Drug Free Workplace Act of 1988.
29. Utilization of Program Income. No program income will result from activities undertaken through this project.


THE FULL TEXT OF THE FEDERAL LAWS AND/OR REGULATIONS CAN BE REVIEWED AT THE COMMUNITY DEVELOPMENT BLOCK GRANT OFFICE OR BY VISITING THE HUD WEB SITE AT WWW.HUD.GOV. EACH PROVISION IS AN INTEGRAL PART OF THE AGREEMENT AND IS FULLY BINDING UPON THE RECIPIENT. EACH PROVISION SHOULD BE CAREFULLY REVIEWED TO ASSURE EXISTING COMPLIANCE AND/OR THE CAPACITY TO COMPLY WITH SAID PROVISIONS.

EXHIBIT IV

DOCUMENTATION OF LEGAL CORPORATE STATUS

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS





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Entity Name Search

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Detail by Entity Name

Florida Non Profit Corporation

COMMUNITY IMPROVEMENT ASSOCIATION, INCORPORATED

Filing Information

| | |
|----------------------|---------------|
| Document Number | N95000002695 |
| FEI/EIN Number | 593331733 |
| Date Filed | 06/09/1995 |
| State or Country | FL |
| Status | ACTIVE |
| Last Event | REINSTATEMENT |
| Event Date Filed | 10/20/2000 |
| Event Effective Date | NONE |

Principal Address

4407 HARVE WAY
PENSACOLA, FL 32505-3021

Changed: 04/26/2005

Mailing Address

4407 HARVE WAY
PENSACOLA, FL 32505-3021

Changed: 04/26/2005

Registered Agent Name & Address

CROWDUS, RACHEL M
4407 HAVRE WAY
PENSACOLA, FL 32505-3021

Name Changed: 04/30/2008

Address Changed: 04/30/2008

Officer/Director Detail

Name & Address

Title P

http://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail/EntityName/domn... 5/21/2013

22

SMITH, DONALD LJR
906 MONTCLAIR RD
PENSACOLA, FL 32506-2742

Title V

SMITH, DHAITI
844 LE BLANC WAY
PENSACOLA, FL 32505-3039

Title TRES

CROWDUS, RACHEL MMS
4407 HARVE WAY
PENSACOLA, FL 32505-3021

Title S

EVANS, YVETTE
1101 MEDFORD AVE
PENSACOLA, FL 32506-2731

Title D

GREGORY, CLARKE
5206 CLIFTON AVE
PENSACOLA, FL 32505

Title D

LEMKE, STEVE
4614 MARSELLE DR.
PENSACOLA, FL 32505

Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2011 | 04/27/2011 |
| 2012 | 04/23/2012 |
| 2013 | 04/30/2013 |

Document Images

| | |
|---|--------------------------|
| 04/30/2013 -- ANNUAL REPORT | View image in PDF format |
| 04/23/2012 -- ANNUAL REPORT | View image in PDF format |
| 04/27/2011 -- ANNUAL REPORT | View image in PDF format |
| 04/28/2010 -- ANNUAL REPORT | View image in PDF format |
| 04/27/2009 -- ANNUAL REPORT | View image in PDF format |
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| 05/04/2007 -- ANNUAL REPORT | View image in PDF format |
| 04/24/2006 -- ANNUAL REPORT | View image in PDF format |
| 04/26/2005 -- ANNUAL REPORT | View image in PDF format |
| 01/26/2004 -- ANNUAL REPORT | View image in PDF format |
| 05/19/2003 -- ANNUAL REPORT | View image in PDF format |
| 04/22/2002 -- ANNUAL REPORT | View image in PDF format |
| 05/04/2001 -- ANNUAL REPORT | View image in PDF format |



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4511

County Administrator's Report 19. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/11/2013

Issue: Federally-Funded Subgrant Agreement #14-FG-XX-01-27-01-084

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a State of Florida, Division of Emergency Management,
Federally-Funded Subgrant Agreement - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the Federally-Funded Subgrant Agreement, Contract #14-FG-XX-01-27-01-084:

A. Approve the State of Florida, Division of Emergency Management (FDEM), Federally-Funded Subgrant Agreement, providing funds in the amount of \$99,728, to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management and to assist in the local disaster planning and community outreach efforts for the period July 1, 2013, through June 30, 2014; and

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

[Funding: Fund 110, Other Grants and Projects, Cost Center 330413]

BACKGROUND:

Federal funds are provided to assist local governments in enhancing and sustaining all-hazards emergency management capabilities as it relates to organization, planning, training, and exercises. These funds require a dollar-for-dollar match that is applied against the current Escambia County Division of Emergency Management's budget. No additional matching funds are required. This Agreement is providing funds in the amount of \$99,728, with a contract period of July 1, 2013 through June 30, 2014.

BUDGETARY IMPACT:

The grant funds are designed as an operational, planning, training, and exercise cost reimbursement to the Division of Emergency Management with a non-federal dollar-for-dollar match requirement. The current General Fund support of the Escambia County Division of Emergency Management budget meets the match requirement and no additional matching funds are required to be identified to implement this grant.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the agreement and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' Policies require grant agreements be approved by it.

IMPLEMENTATION/COORDINATION:

John Dosh, Division of Emergency Management Manager, will oversee implementation upon approval of the agreement. This grant is being coordinated with the Florida Division of Emergency Management.

Attachments

EMPG Grant Document

LEGAL REVIEW


(COUNTY DEPARTMENT USE ONLY)

Document: Contract #14-FG-XX-01-27-01-084

Date: 6/12/13

Date due for placement on agenda: ASAP

Requested by John Dosh-Public Safety

 For John Dosh

Phone Number: 850-471-6409

.....
(LEGAL DEPARTMENT USE ONLY)

Legal Review by Kristina Huo

Date Received: 6/17/13

☒ Approved as to form and legal sufficiency.

☐ Not approved.

☐ Make subject to legal signoff.

COUNTY ATTORNEYS OFFICE

17 JUN2013

AM09:51

Additional comments:

4 original copies provided.

FEDERALLY-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 Program Budget and Scope of Work, Attachment A and B 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 F.

(3) PERIOD OF AGREEMENT

This Agreement shall begin on July 1, 2013 and shall end June 30, 2014, 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 Program Budget and Scope of Work - Attachment A and B - 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 State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and 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 1 to this Agreement shows the Federal resources awarded through the Division 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 Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses 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 funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:

The Division 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 to any 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, the Recipient shall send 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 the Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement 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) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division 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.

(i) If the audit shows that all or any portion of the funds disbursed 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.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either 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 received by the Division no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly financial reports and a close-out report. These reports shall include the current status and progress by the Recipient 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 financial 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 September 30, December 31, March 31 and June 30.

(c) The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies 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 Paragraphs (10), (11) and (12) of this Agreement, and Rule 27P-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with the Program Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment E.

(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, the Schedule of Deliverables and Scope of Work 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 B to this Agreement, and reported in the quarterly financial report.

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 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 scope 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 and address of the Division contract manager for this Agreement is:

Teresa Warner
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-922-1637
Fax: 850-488-7842
Email: teresa.warner@em.myflorida.com

(c) The name and 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 32505
Phone: 850-471-6409
Fax: 850-471-6455
Email: John_dosh@co.escambia.fl.us

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and 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 in the quarterly financial report 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 – Program Budget
 - Attachment B – Scope of Work
 - Attachment C – Budget Narrative
 - Attachment D – Deliverables
 - Attachment E – Reports
 - Attachment F – Program Statutes, Regulations and Special Conditions
 - Attachment G – Justification of Advance Payment
 - Attachment H – Warranties and Representations
 - Attachment I – Certification Regarding Debarment
 - Attachment J – Statement of Assurances
 - Attachment K – Reporting Forms

(17) FUNDING/CONSIDERATION

- (a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$99,728, subject to the availability of funds.
 - (b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment G. Attachment G will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.
 - (c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Program Budget and Scope of Work, Attachment A and B of this Agreement.
 - (d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly financial reporting as referenced in Paragraph 7 of this 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, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.
- Changes to the amount of funding pursuant to Paragraph (17)(a) above may be accomplished by notice from the Division to the Recipient. The Division may make an award of additional funds by subsequent modification.
- All funds received hereunder shall be placed in an interest-bearing account with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that are not expended in implementing this program shall be returned to the Division, along with any

interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

The Recipient shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

Allowable costs shall be determined in accordance with applicable Office of Management and Budget Circulars, or, in the event no circular applies, by 48 CFR Part 31 CONTRACT COST PRINCIPLES AND PROCEDURES.

Any requests received after July 31, 2014, at the discretion of the Division, may not be reimbursed from this Agreement.

This agreement may be renewed, at the Division's sole discretion, for a period that may not exceed three years or the term of the original Agreement, whichever period is longer, specifying the renewed price and subject to the availability of funds. Pursuant to Section 287.057(13), Florida Statutes, exceptional purchase contracts pursuant to Section 287.057(3)(a) and (c), may not be renewed.

Federal funds provided under this Agreement shall be matched by the Recipient dollar for dollar from non-federal funds.

All payments relating to the Agreement shall be mailed to the following address:

John Dosh, Manager
Division of Emergency Management
Escambia County BCC
6575 North "W" Street
Pensacola, Florida 32505
Phone: 850-471-6409
Fax: 850-471-6455
Email: John_dosh@co.escambia.fl.us

(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 is 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 I) 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(14)(a), Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

(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 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, unless it would not be in the public interest or unreasonable in cost.

(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.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment J.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

Board of County
Commissioners
Escambia County, Florida

Gene M. Valentino, Chairman

Date: _____

FID# 59-6000598

STATE OF FLORIDA

DIVISION OF EMERGENCY MANGEMENT

By: _____

Name and Title: Bryan Koon, Director

Date: _____

Attest: Pam Childers
Clerk of the Circuit Court

By: _____

Deputy Clerk

Date BCC Approved: _____

Date BCC Executed: _____

This document approved as to form
and legal sufficiency.

By: [Signature]

Title: ACA

Date: 6/17/13

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program

Federal agency: U.S. Department of Homeland Security / Federal Emergency Management Agency
Catalog of Federal Domestic Assistance title and number: Emergency Management Performance Grant
97.042
Award amount: \$99,728

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Chapter 252, Florida Statutes
Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)
44 CFR, Part 302
48 CFR, Part 31
OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

NOTE: If the resources awarded to the Recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

1. *Recipient is to use funding to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate, Fiscal Year 2013 Emergency Management Performance Grants Program.*
2. *Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.*

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 1 be provided to the Recipient.

Attachment A

Program Budget

- Funding from the Emergency Management Performance Grant is intended for use by the Recipient to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, Fiscal Year 2013 Emergency Management Performance Grants Program and programs that are consistent with Title 44, Code of Regulations (CFR) Part 13, State Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes.
- Below is a general budget which outlines eligible categories and their allocation under this award.

| Grant | Recipient Agency | Category | Amount Allocated |
|---|------------------|---|------------------|
| FY 2013 – Emergency Management Performance Grants Program | ESCAMBIA COUNTY | Organizational Expenditures | \$ 91,228.00 |
| | | Planning Expenditures | \$ 0.00 |
| | | Training Expenditures | \$ 0.00 |
| | | Exercise Expenditures | \$ 0.00 |
| | | Equipment Expenditures | \$ 8,500.00 |
| | | Management and Administration Expenditures (5%) | \$ 0.00 |
| Total Award | | \$ | \$ 99,728.00 |

Attachment B

Scope of Work

Funding is provided to perform eligible activities as identified in the Emergency Management Performance Grants (EMPG) Program Funding Opportunity Announcement (FOA). Eligible activities are outlined in Attachment C Eligible Expenses. The intent of the EMPG Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program. Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/ emergencies.

EMPG Base Grant funding is intended to enhance county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes). This Scope of Work recognizes that each recipient is at a varying level of preparedness, and it is understood that each county has a unique geography, faces unique threats and hazards, and serves a unique population.

The objective of this funding is to assist in providing operating support for the areas outlined in Attachment C to maintain a county emergency management program. The objective is to help fund the county Emergency Management programs and maintain a 24-7 (this includes on-call coverage) daily response to county emergencies. The minimum acceptable standard for payment is a twelve month 24-7 operation. Emergency Management operation below the minimum standard will result in a prorated reduction in payment.

In addition, the County is to achieve the following emergency management goals throughout the contract period to ensure county compliance and coordination with the state emergency management. Items listed in Attachment D are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance. Any two goals in the series of 1 to 3 not completed will cause a 5% reduction in the last quarter payment. Documentation supporting the completion of the goals outlined below should be submitted on the Quarterly Financial report.

By signing this Agreement the Recipient certifies that it will use the award to enhance its Emergency Management Program.

Monitoring: Monitoring may be accomplished through either a desk-based review or on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each county and will identify areas where technical assistance, corrective actions and other support may be needed.

Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

Each year the Division will conduct on-site visits for up to 25% of the 2013-2014 county agreements (2013 EMPG).

The Division may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or Division leadership. The method of gathering this information will be determined on a case-by-case basis.

Attachment C

Budget Narrative

I. Categories and Eligible Activities

Emergency Management Performance Grants Program Guidance

FY2013 allowable costs are divided into the following categories: **organizational, planning, training, exercise, equipment, and management and administration** cost are allowable.

A. Organization

Per the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, 42 U.S.C. 5121-5207, EMPG Program funds may be used for all-hazards emergency management operations, staffing, and **other day-to-day activities in support of emergency management**. Proposed staffing activities should be linked to accomplishing the projects and activities outlined in the EMPG Program Work Plan.

Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs with FY 2013 EMPG Program funds. These costs must comply with 2 CFR Part §225, *Cost Principles for State, Local, and Indian Tribal Governments* (Office of Management and Budget [OMB] Circular A-87).

B. Planning

Planning spans across all five NPG mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

FY 2013 EMPG Program funds may be used to develop or enhance upon emergency management planning activities, some examples include:

- Provide input for data collection in THIRA development
- Development of an all-hazards mitigation plan based on identified risks and hazards

Emergency Management/Operation Plans

- Maintain/enhance current local County Emergency Management Plan (CEMP)
- Modifying existing incident management and emergency operations plans
- Developing/enhancing large-scale and catastrophic event incident plans

Communications Plans

- Developing and updating Statewide Communication Interoperability Plans
- Developing and updating Tactical Interoperability Communications Plans

Continuity/Administrative Plans

- Developing/enhancing Continuity of Operation (COOP)/Continuity of Government (COG) plans
- Developing/enhancing financial and administrative procedures for use before, during, and after disaster events in support of a comprehensive emergency management program

Whole Community engagement/planning

- Developing/enhancing emergency operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation
- Engaging the "Whole Community" in security and emergency management is critical to achieving the NPG
- Public education and awareness on emergency management and preparedness
- Planning to foster public-private sector partnerships

Development or enhancement of mutual aid agreements/compacts, including required membership in EMAC

Resource management planning

- Developing/enhancing logistics and resource management plans
- Developing/enhancing volunteer and/or donations management plans
- Acquisition of critical emergency supplies defined as: shelf stable food products, Water, and/or basic medical supplies. Acquisition of critical emergency supplies requires each State to have FEMA's approval of a viable inventory management plan; an effective distribution strategy; sustainment costs for such an effort; and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.
- Supply preparation

Evacuation planning

- Developing/enhancing evacuation plans, including plans for: alerts/warning, crisis communications, pre-positioning of equipment for areas potentially impacted by mass evacuations sheltering, and re-entry.

Pre-disaster and post-disaster Recovery planning

- Pre-event response/recovery/mitigation plans in coordination with State, local, and tribal governments
- Developing/enhancing other response and recovery plans
- Develop recovery plans and preparedness programs consistent with the principles and guidance in the NDRF that will provide the foundation for recovery programs and whole-community partnerships. Preparedness and pre-disaster planning was given special attention within the NDRF with specific guidance: *Planning for a Successful Disaster Recovery* (pages 63-70). For more information on the NDRF see <http://www.fema.gov/pdf/recoveryframework/ndrf.pdf>.

F/ERO Credentialing and Validation:

- Working group meetings and conferences relating to emergency responder credentialing and validation
- Compiling data to enter into an emergency responder repository
- Coordinating with other State, local, territorial, and tribal partners to ensure interoperability among existing and planned credentialing and validation systems and equipment
- Planning to incorporate emergency responder identity and credential validation into training and exercises.

Continuity of Operations / Continuity of Government Planning (COOP/COG) Grant Funding Opportunity

COOP/COG planning is the fundamental responsibility of every government agency that performs an essential function at the State and local level. In order to conduct necessary emergency operations, recovery actions, and other key essential functions during a large-scale or catastrophic event, the agency must have effective Continuity plans in place to support continued operations. Continuity efforts also provide the foundational basis for COG programs, such as succession planning, which are designed to ensure the survival of not only leadership at the State and local level, but also an enduring constitutional government. State and local plans to address COOP/COG issues should be consistent with the Nations Continuity Policy described in Homeland Security Presidential Directive 20 (HSPD-20); the National Continuity Policy Implementation Plan (NCP/IP); and Continuity Guidance Circular's 1 (CGC 1) and 2 (CGC 2), which provides guidance for State, local, territorial, and tribal governments, and private sector organizations in developing robust Continuity plans and programs in support of a comprehensive and integrated national continuity capability. Continuity issues to address include, but are not limited to:

- Determine essential functions and activities, interdependencies, and resources needed to perform them
- Establish orders of succession and delegations of authority to key agency positions and establish and maintain current roster(s) of fully equipped and trained COOP personnel with the authority to perform essential functions
- Provide for the identification and preparation of alternate operating facilities for relocated operations
- Provide for the regular training, testing, and exercising of COOP personnel, systems, and facilities
- Provide for reconstitution of agency capabilities, and transition from continuity operations to normal operations

C. Training

FY 2013 EMPG Program funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current, Multi-Year TEP developed through an annual TEPW. Training should foster the development of a community oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

Each EMPG Program funded position is **REQUIRED** to complete the following training(s) during this contract period or show proof (certificate) that each training has been completed. These training requirements are also outlined in Attachment D, #2.

- IS 100 – Introduction to Incident Command System
- IS 200 – ICS for Single Resources and Initial Action Incidents
- IS 700 – National Incident Management Systems (NIMS)
- IS 800 – National Response Framework
- Professional Development Series (PDS)
 - IS 120.a – An Introduction to Exercises
 - IS 230.c – Fundamentals of Emergency Management
 - IS 235.b – Emergency Planning
 - IS 240.a – Leadership and Influence
 - IS 241.a – Decision Making and Problem Solving
 - IS 242.a – Effective Communication
 - IS 244.b – Developing and Managing Volunteers

EMPG Program funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses; grantees are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. The NIMS Training Program can be found at http://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf.

The NIMS *Guideline for Credentialing of Personnel* provides guidance on the national credentialing standards. The NIMS Guidelines for Credentialing can be found at http://www.fema.gov/pdf/emergency/nims/nims_cred_guidelines_report.pdf.

To ensure the professional development of the emergency management workforce, the grantee must ensure a routine capabilities assessment is accomplished and a multi-year training plan is developed and implemented.

Additional types of training include, but are not limited to, the following:

- Developing/enhancing systems to monitor training programs
- Conducting all hazards emergency management training
- Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses
- Attending other FEMA-approved emergency management training
- Mass evacuation training at local, State, and tribal levels

Allowable training-related costs include the following:

- **Funds Used to Develop, Deliver, and Evaluate Training.** Includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the training cycle.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. 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 their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

- **Travel.** 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 approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full- or part-time staff may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable.
- **Certification/Recertification of Instructors.** Costs associated with the certification and re-certification of instructors are allowed. 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 which involve training of trainers.

D. Exercises

Exercises implemented with grant funds should evaluate performance of the capabilities required to achieve exercise objectives. Exercise activities should align to a current, Multi-Year TEP developed through an annual TEPW. Further guidance concerning the TEP and the TEPW can be found at <https://hseep.dhs.gov>. Grantees are encouraged to develop exercises that test their EOP in accordance with the EMPG Program Priority requirements.

All EMPG Program funded personnel are **REQUIRED** to participate in no less than three exercises in a 12 month period. One real world event can count towards meeting this requirement. (see Attachment D, #2)

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any exercise or exercise gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full- or part – time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. 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 their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** 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 the planning and conduct of the exercise activities
- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment)
- **Implementation of HSEEP.** This refers to costs related to developing and maintaining a self-sustaining State HSEEP which is modeled after the national HSEEP
- **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Grantees are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive

practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities.

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs)
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct

E. Equipment

Allowable equipment categories for the EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by FEMA at <http://www.rkb.us>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, counties will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

The select allowable equipment includes equipment from the following AEL categories:

- Information Technology (Category 4)
- Cyber-Security Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

In addition to the above, general purpose vehicles (such as sports utility vehicles) are allowed to be procured in order to carry out the responsibilities of the EMPG Program. If State agencies and/or local governments have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their contract manager who will coordinate with the FEMA Regional Program Analyst for clarification.

F. Management and Administration (M&A)

M&A activities are those defined as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of State and local emergency managers are not typically categorized as M&A, unless the State or local EMA chooses to assign personnel to specific M&A activities.

II. EHP

Recipients must comply with all applicable EHP laws, regulations, and Executive Orders (EOs) in order to draw down their FY 2013 EMPG Program grant funds. Any project with the potential to impact natural resources or historic properties cannot be initiated until FEMA has completed the required FEMA EHP review. Recipients that implement projects prior to receiving EHP approval from FEMA risk de-obligation of funds. For these types of projects, Recipients must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation to their Contract Manager. Recipients should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening Form must be submitted prior to funds being expended. Refer to IBs 329, 345, and 356 (located at <http://www.fema.gov/government/grant/bulletins/index.shtml>)

The following types of EMPG projects are to be submitted to FEMA for compliance review under EHP laws and requirements prior to initiation of the project:

- Any involvement with the installation of equipment,
- Ground-disturbing activities,
- New construction (installation and renovation), including communication towers, or modification/renovation of existing buildings or structures
- Proposed construction or renovation projects that are part of larger projects funded from a non-FEMA source (such as an EOC that is part of a larger proposed public safety complex)
- Renovation of and modification to buildings and structures that are 50 years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure including security enhancements to improve perimeter security
- Physical Security Enhancements, including but not limited to:
 - Lighting
 - Fencing
 - Closed-circuit television (CCTV) systems
 - Motion detection systems
 - Barriers, doors, gates and related security enhancements
- Field based training and exercises including activities that involve ground disturbance, use of explosives, toxic agents or otherwise have the potential to cause impact to the environment or historical resources. This is only a requirement if the exercise or field training is not being conducted by a certified professional or at an existing facility with established procedures.
- Communication tower projects

The following activities do not require the submission of the FEMA EHP Screening Form: planning and development of policies or processes; management and administration; classroom-based training; table top exercises and functional exercises; and, acquisition of mobile and portable equipment (no installation).

All recipients of financial assistance will comply with the requirements of the NEPA, as amended, 42 U.S.C. §4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the component and awarding office) to be reviewed and evaluated before final action on the application.

For more information on FEMA's EHP requirements, see Informational Bulletins below"

- Information Bulletin 329, Environmental Planning and Historic Preservation Requirements for Grants, available at <http://www.fema.gov/pdf/government/grant/bulletins/info329.pdf>;
- Information Bulletin 345, Programmatic Environmental Assessment, available at <http://www.fema.gov/pdf/government/grant/bulletins/info345.pdf>; and
- Information Bulletin 356, EHP Screening Form, available at <http://www.fema.gov/pdf/government/grant/bulletins/info356.pdf>.

III. Construction and Renovation

Construction and renovation activities for a local government's EOC as defined by the SAA are allowable under the EMPG Program.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (FEMA Form 089-0-0-3; OMB Control Number; 1660-0124 (available through ND grants) to their Grant Program Manager for review. Additionally, grantees are required to submit a SF-424C Budget and Budget detail citing the project costs.

When applying for funds to construct communication towers, grantees and sub-grantees must submit evidence that the FCC's Section 106 review process has been completed and submit all documentation resulting from that review to GPD prior to submitting materials for EHP review. Grantees and sub-grantees are also encouraged to have completed as many steps as possible for a successful EHP review in support of their

proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all State and EHP laws and requirements). Projects for which the grantee believes an Environmental Assessment (EA) may be needed, as defined in 44 CFR 10.8 and 10.9, must also be identified to the FEMA Program Analyst within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to gpdehpinfo@fema.gov.

EMPG Program grantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website:
<http://www.dol.gov/compliance/laws/comp-dbra.htm>.

IV. Maintenance and Sustainment

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted.

EMPG Program grant funds are intended to support the NPG and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide grantees the ability to meet this objective, the policy set forth in GPD's IB 379 (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs which must be in 1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the National preparedness Goal, and (4) shareable through the Emergency Management Assistance Compact. Additionally, eligible costs must also be in support of equipment, training, and critical resources that have previously been purchased with either Federal grant or any other source of funding other than DHS/FEMA preparedness grant program dollars.

Unallowable Costs

- Expenditures for weapons systems and ammunition
- Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Activities unrelated to the completion and implementation of the EMPG Program

In general, recipients should consult with their contact manager, who will coordinate with the FEMA Regional Program Analyst prior to making any investment that does not clearly meet the allowable expense criteria established in this Guidance.

Attachment D

Deliverables

The objective of this funding is to assist in providing operating support for the areas outlined in Attachment B and C to maintain a county emergency management program. The objective is to help fund the county Emergency Management programs and maintain a 24-7 (this includes on-call coverage) daily response to county emergencies. The minimum acceptable standard for payment is a twelve month 24-7 operation. Emergency Management operation below the minimum standard will result in a prorated reduction in payment.

In addition, the County is to achieve the following emergency management goals throughout the contract period to ensure county compliance and coordination with the state emergency management. Items listed below are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance. Any two goals in the series of 1 to 3 not completed will cause a 5% reduction in the last quarter payment. Documentation supporting the completion of the goals outlined below should be submitted on the Quarterly Financial report.

1. **COORDINATION AND COLLABORATION** - Utilizing the below elements, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs. See Data Download and Upload details in # 3 below.
 - Recipient will need to attend at least the Regional Training and Exercise Planning (TEP) Workshop and provide an agenda or a copy of the certificate to show participation in the following during this contract period (July 1, 2013 – June 30, 2014):
2. **TRAINING AND EXERCISE** - To ensure that each county emergency management agency is in compliance with EMPG Guidance, **each EMPG funded position** during this contract period (July 1, 2013 – June 30, 2014) shall provide the following items. See Data Download and Upload detail in # 3 below.
 - Participate in no less than three (3) exercises within the 12 month Agreement period
 - Submit an After Action Report (AAR) for each exercise conducted by the Recipient and/or provide sufficient exercise documentation (i.e., sign in sheet, certificate, etc.) for participation in each exercise not conducted by the Recipient
 - Complete: IS 100, 200, 700, 800 and the Professional Development Series
3. **NIMSCAST** - National Incident Management System (NIMS) is a requirement to receive Federal preparedness assistance, through grants, contracts, and other activities. Each grantee will submit annually the NIMSCAST Tool, which is the evaluation matrix. The Tool includes instructions to complete the self-assessment. This will be completed by September 30, 2013 via NIMSCAST. This objective will be reviewed by the NIMS Coordinator and submitted to the contract managers.
4. **DATA DOWNLOAD AND UPLOAD** – Data exchange between the Division and counties will be facilitated by the use of the Division's Sharepoint Portal available at <https://portal.floridadisaster.org>. Counties will be provided user names and passwords to access the portal. All data, forms, templates and instructions to be provided by the Division will be made available via the portal, and counties shall use the portal to upload data or provide notice of "No Change" for applicable items.

Attachment E

Reports

- A. Recipient shall provide the Division with quarterly financial reports, mid-year and end-of-year summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report. Reporting Forms are located in Attachment K and can be found on the Division internet site.
- B. **The Recipient shall provide the Division with full support documentation (per information bulletin # 341) for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the Recipient.**
- **Organizational Activities:** Includes salaries and expenses (depending upon eligibility). Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries). Copies of invoices and canceled checks related to these services.
 - **Planning Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and copies of planning materials and work products (i.e., meeting documents, copies of completed plans (if submission of plans is for the Division then only need to provide date of submission and who submitted plan/product to), etc.).
 - **Training Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and a copy of the agenda, sign in rosters and any training materials provided.
 - **Exercise Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and a copy of the agenda, sign in rosters and any exercise materials provided.
 - **Equipment Acquisition Costs:** Copies of Invoices/receipts, checks and canceled checks. AEL# for each purchase.
 - **Management and Administrative Costs:** Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries).
 - **For travel and conferences related to EMPG activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences.**
 - **Copies of the general ledger each quarter should also be provided.**
- C. **Quarterly financial reports are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.**
- D. **The Staffing Detail and Exercise Detail Form (Form 3) is due every quarter with your quarterly financial report (for EMPG funded employees only). This is to identify all EMPG funded employees, the required training completed and the required amount of exercises during the agreement period by those employees.**
- E. **The final close-out report is due forty-five days after termination of this Agreement.**
- F. If all required reports prescribed above are not provided 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 such other action as set forth in Paragraphs (10), (11) and (12) of this Agreement. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.
- G. **Mid-Year and End-of-Year summary progress reports are to be scheduled and reviewed by the Division's Regional Coordinator and submitted to the contract manager.**

Attachment F

Program Statutes, Regulations and Special Conditions

- 1) 53 Federal Register 8034
- 2) 31 U.S.C. §1352
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR Part 66, Common rule
- 6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593
- 9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 12) 28 CFR applicable to grants and cooperative agreements
- 13) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 14) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 15) Title VI of the Civil Rights Act of 1964, as amended;
- 16) Section 504 of the Rehabilitation Act of 1973, as amended;
- 17) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 18) Title IX of the Education Amendments of 1972;
- 19) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 20) 28 CFR Part 42, Subparts C,D,E, and G
- 21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39
- 22) Chapter 252, Florida Statutes
- 23) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
- 24) 44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)
- 25) 44 CFR, Part 302
- 26) 48 CFR, Part 31
- 27) OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

Special Conditions

1. The Recipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to Department of Homeland Security grants are listed below:
 - A. Administrative Requirements
 - 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
 - 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
 - B. Cost Principles
 - 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
 - 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
 - 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)

- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
 3. The recipient agrees that all allocations and uses of funds under this grant will be in accordance with the FY 2013 Emergency Management Performance Grants Program Guidance and Application Kit.
 4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings, structures and objects that are 50 years old or older, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

Attachment G
JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

| BUDGET CATEGORY/LINE ITEMS (list applicable line items) | 20__-20__ Anticipated Expenditures for First Three Months of Contract |
|---|--|
| <u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.) | |
| <u>For example</u> PROGRAM EXPENSES | |
| TOTAL EXPENSES | |

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

Attachment H

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, and 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 8:00am until 5:00pm weekdays, Monday through Friday, excluding holidays.

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 I

**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

Recipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date

Attachment J

Statement of Assurances

The Recipient 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 Applicant 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 hour's 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 sponsoring agency 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 ensure 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 its subgrantees and 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 (GRANTEES 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 K
Reporting Forms**

**DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT**

Quarterly Financial Report (Form 1):

1. These reports must be completed in full on a quarterly basis and be submitted no later than 30 days after the end of each quarter. **QUARTERLY FINANCIAL REPORTS MUST BE SUBMITTED ON A QUARTERLY BASIS EVEN IF YOU ARE NOT CLAIMING ANY EXPENDITURES.**

Quarterly Financial Report (Form 1) and Detail of Claims (Form 2):

1. These forms are to be submitted quarterly. Complete Quarterly Financial Report by entering all information needed for reimbursement.
2. The Detail of Claims form must accompany the Quarterly Financial Report.
3. The Quarterly Financial Report form must be signed by the contract manager or someone with equal authority.
4. Claims are to be submitted to the following address:

DIVISION OF EMERGENCY MANAGEMENT
2555 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100
Attn: (Contract Manager's name)

Staffing Detail and Exercise Detail - (Form 3):

1. The Staffing Detail and Exercise Detail Form is due every quarter with your quarterly financial report. This is to identify all EMPG funded employees, the required training completed by those employees and the required amount of exercises that the EMPG funded employee has to participate in each quarter.

2013 EMPG - FUNDING OPPORTUNITY ANNOUNCEMENT (FOA)

2. All EMPG funded personnel shall participate in three exercises of any type (e.g. Drills, Tabletop Exercises, Functional), within a 12-month period. Please note that response to any real-world events within a 12-month period may fulfill a single, quarterly exercise requirement.
3. Target Training and Verify Capability of Personnel. Training activities supported with EMPG Program funds should strategically align to the NPG core capabilities identified in the Multi-Year TEP. To ensure the development of a professional emergency management workforce all EMPG Program funded personnel shall complete the following training requirements and record proof of completion.
NIMS Training: IS 100; IS 200; IS 700; and IS 800; FEMA Professional Development Series: IS 120; IS 230; IS 235; IS 240; IS 241; IS 242; and IS 244. Previous versions of the IS courses meet the NIMS training requirement. A complete list of Independent Study Program Courses may be found at <http://training.fema.gov/is>.

Close Out Report - (Form 4):

1. Close Out Reports are due forty-five (45) days after the contract end date.
2. The agreement cannot be considered closed until the Close Out Report has been received.

Documentation of project expenditures:

1. Grantees must maintain documentation of expenditures for a minimum period of five years following the close of project/program operations unless audits require a longer period of time.
2. Grantees should maintain a financial file with copies of back-up documentation for all paid project/program expenditures made by the grantee during the grant period. Documentation of expenditures against the program will be reviewed and verified upon receipt by DEM staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, payroll vouchers, journal transfers, etc. These documents should be submitted when requesting reimbursement.
3. In order to document hours worked on the program by permanent or temporary staff, the grantee may use its own time and attendance forms. A Staffing Detail Worksheet is also required to identify positions being funded by the agreement.
4. All claims for reimbursement of expenditures must be submitted on the approved DEM Quarterly Financial Reporting forms. Claims not submitted on the proper form, cannot be processed and will be returned for corrections. Forms must be submitted with original signatures.

IF YOU WISH TO OBTAIN THESE FORMS ELECTONICALLY, PLEASE FIND THEM ON OUR WEBSITE AT
<http://www.floridadisaster.org/grants/index.htm> OR NOTIFY YOUR CONTRACT MANAGER

DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT - EMPG BASE GRANT
QUARTERLY FINANCIAL REPORT
FORM 1

| | |
|--------------------|--|
| GRANTEE: | Claim # _____ |
| County Name: _____ | |
| Address: _____ | |
| | (Select the quarter of submission) |
| | QUARTERLY REPORTING DUE DATES |
| | July 1 – September 30 – Due no later than October 31 |
| | October 1 – December 31 – Due no later than January 31 |
| | January 1 – March 31 – Due no later than April 30 |
| | April 1 – June 30 – Due no later than July 31 |

| | |
|-------------------------|--|
| Point of Contact: _____ | |
| Telephone #: _____ | |
| AGREEMENT # _____ | |

THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED QUARTERLY

| CUMULATIVE | TOTAL ALLOCATED | CURRENT CLAIM | CUM. FUNDS EXPENDED | REMAINING BALANCE |
|--|-----------------|---------------|---------------------|-------------------|
| 1. Organizational Costs | | | | |
| 2. Planning Costs | | | | |
| 3. Training Costs | | | | |
| 4. Exercise Costs | | | | |
| 5. Equipment Costs | | | | |
| 6. Management and Administration Costs | | | | |
| (limited to 5% of the total award) | | | | |
| TOTAL | \$0.00 | \$0.00 | \$0.00 | |

TOTAL AMOUNT TO BE PAID ON THIS INVOICE **\$0.00**

| EMPG MATCH | | | |
|--|------|-------|-------------------|
| Federal funds provided under this Agreement shall be matched by the Recipient dollar for dollar from non-federal funds. NOTE: If the amount entered below is NOT EMPA, provide appropriate back-up/supporting documentation. | | | |
| MATCH | EMPA | LOCAL | OTHER NON-FEDERAL |
| | | | |

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: _____ Date _____
 Grantee Contract Manager or Financial Officer

QUARTERLY STATUS REPORT

This information below is required EACH QUARTER. This information MUST be clearly linked to the project TIMELINE, DELIVERABLES AND SCOPE OF WORK.

Report event, progress, delays, etc., that pertain to this project (i.e., incidents, activities, meetings, reporting training and /or exercises)

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(Attach additional page(s) if needed.)

| THIS SECTION BELOW IS TO BE COMPLETED BY DEM WITH EACH QUARTERLY FINANCIAL PAYMENT | |
|--|--|
| Total EMPG (Federal) Amount | |
| Prior Payments | |
| This Payment | |
| Unexpended Funds | |

FORM 2

(Please use one form per category. Pick from the below 1-6)

1. Organizational Expenditures
2. Planning Expenditures
3. Training Expenditures
4. Exercise Expenditures
5. Equipment Expenditures
6. Management and Administration Expenditures
(limited to 5% of the total award)

Claim Number: _____

| Vendor | Briefly Describe Item and its EM Purpose | Date Received / Date of Services | Date Paid | Check Number | Amount | AEL# (if applicable) |
|-----------------------------------|--|-------------------------------------|-----------|--------------|--------|----------------------|
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| | | | | | | |
| Total Costs Charged to this Grant | | | | | \$0.00 | |

| Name of Employees | Job Title | % of Time Charged to this Grant | Salary \$ Charged to this Grant | Fringe Benefits \$ Charged to this Grant |
|---|-----------|---------------------------------|---------------------------------|--|
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| TOTALS | | | \$0.00 | \$0.00 |
| Total Salaries and Benefits Charged to this Grant | | | | |
| | | | \$0.00 | \$0.00 |

DIVISION OF EMERGENCY MANAGEMENT

FY 2013-2014

COUNTY

FOR EMPG FUNDED EMPLOYEES ONLY

FORM 3

EMPG Staffing Detail

EMPG Training

| Name & Position Title [1] | Approx # of hrs/Week Devoted to EM Activities [2] | Annual Total Salaries & Benefits by position [3] | % EMPG Base Grant (Federal) [4] | Has the employee received certificate/completed the following: (yes or no) | | | |
|------------------------------|--|--|---------------------------------------|---|----------------|----------------|---|
| | | | | NIMS IS 100 | NIMS IS 200 | NIMS IS 700 | NIMS IS 800 FEMA Professional Development Series |
| | | | | | | | |

DIRECTIONS STAFFING DETAIL:

- In column 1 list titles and name of ALL EMPG funded staff
- Complete column 2 for each position.
- In column 3 list total anticipated annual amount of Salaries and Benefits to be paid for each position.
- In columns 4, provide the funding distribution (%) for the amount in column 3.

EMPG Exercise(s) Per Quarter

| Name & Position Title [1] | Date [2] | Description of Exercise [3] |
|------------------------------|-------------|--------------------------------|
| | | |

DIRECTIONS:

- In column 1, list name and titles of Emergency Management staff that is funded with EMPG
- In column 2, date of Exercise(s) employee participated in
- In column 3, a brief description of the exercise(s) EMPG employee participated in

Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT
CLOSE-OUT REPORT
FORM 4

This form should be completed and submitted to the Division no later than forty-five (45) days after the termination date of the Agreement.

Grantee _____

Agreement No. _____

Address _____

Agreement Amount _____

City and State _____

Agreement Period _____

Payments Received Under this Agreement

(Include any advanced funds and final requested payment)

| Cost Categories | By Category - Total Contract Expenditures |
|--|---|
| 1. Organizational Activities | |
| 2. Planning Activities | |
| 3. Training Costs | |
| 4. Exercise Costs | |
| 5. Equipment Acquisition Costs | |
| 6. Management and Administration Costs | |
| Total | \$0.00 |

| | Date | Amount |
|---------|------|--------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| Total 7 | | \$0.00 |

Agreement Amount _____

Minus Total Payments
(Including final requested funds – Line 7) _____

Unspent balance _____

Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the Agreement.

Make checks payable to:
Cashier, Division of Emergency Management

Mail To:
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Attn: (contract manager)

I hereby certify that the above costs are true and valid costs incurred in accordance with this Agreement.

Signed _____
Grantee Contract Manager or Financial Officer

Date _____



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4513

County Administrator's Report 19. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/11/2013

Issue: State-Funded Subgrant Agreement #14-BG-XX-01-27-01-017

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a State of Florida, Division of Emergency Management,
State-Funded Subgrant Agreement - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the State-Funded Subgrant Agreement, Contract #14-BG-XX-01-27-01-017:

A. Approve the State of Florida, Division of Emergency Management (FDEM), Emergency Preparedness and Assistance (EMPA) State-Funded Subgrant Agreement, providing funds in the amount of \$105,806, to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management and to assist in the local disaster planning and community outreach efforts for the period July 1, 2013, through June 30, 2014; and

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

[Funding: Fund 110, Other Grants and Projects, Cost Center 330412]

BACKGROUND:

The State of Florida created the EMPA in 1993 to provide funding assistance to local governments and other service organizations to improve disaster preparedness and public education. This grant is providing funds in the amount of \$105,806 for fiscal year 2013, with a contract period of July 1, 2013 through June 30, 2014.

BUDGETARY IMPACT:

The grant funds are designed as an operational cost reimbursement to the Escambia County Division of Emergency Management, with an indirect match requirement, "at a minimum, the recipient shall continue to provide other funding for the Recipient's Emergency Management Agency at an amount equal to either: (1) the average of the previous three years' level of county general revenue funding of the Recipient's Emergency Management Agency; or (2) the level of funding for the Recipient's Emergency Management Agency for the last fiscal year, whichever figure is lower (Rule Chapter 9G-19.011, Florida Administrative Code.) Recipient's general revenue funding for 911 services, emergency medical services, law enforcement, criminal

justice, public works, or other services outside the local emergency management agency as defined by Section 252.38, Florida Statutes, shall not be included in determining the "level of county funding of the Recipient's Emergency Management Agency." "The Recipient shall certify compliance with Rule Chapter 9G-19, Florida Administrative Code by its execution of this Agreement, and as a condition precedent to receipt of funding."

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the agreement and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' Policies require grant agreements be approved by it.

IMPLEMENTATION/COORDINATION:

John Dosh, Division of Emergency Management Manager, will oversee implementation upon approval of the agreement. This grant is being coordinated with the Florida Division of Emergency Management.

Attachments

EMPA Grant Doc

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 Program Budget and Scope of Work, Attachment A and B 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 F.

(3) PERIOD OF AGREEMENT

This Agreement shall begin on July 1, 2013 and shall end June 30, 2014, 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 Program Budget and Scope of Work - Attachment A and B - 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 nonstate 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 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.

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 nonstate 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:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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) The Recipient shall provide the Division with quarterly financial reports and a close-out report. These reports shall include the current status and progress by the Recipient 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 financial 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 September 30, December 31, March 31 and June 30.

(c) The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies 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 Paragraphs (10), (11) and (12) of this Agreement, and Rule 27P-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with the Program Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment E.

(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, the Schedule of Deliverables and Scope of Work 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 B to this Agreement, and reported in the quarterly financial report.

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 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 scope 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 and address of the Division contract manager for this Agreement is:

Teresa Warner
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-922-1637
Fax: 850-488-7842
Email: teresa.warner@em.myflorida.com

(c) The name and 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 32505
Phone: 850-471-6409
Fax: 850-471-6455
Email: John_dosh@co.escambia.fl.us

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and 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 in the quarterly financial report 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 – Program Budget

Attachment B – Scope of Work

Attachment C – Budget Narrative

Attachment D – Deliverables

Attachment E – Reports

Attachment F – Program Statutes, Regulations and Program Requirements

Attachment G – Justification of Advance Payment

Attachment H – Warranties and Representations

Attachment I – Certification Regarding Debarment

Attachment J – Statement of Assurances

Attachment K – Reporting Forms

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$105,806**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment G. Attachment G will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Program Budget and Scope of Work, Attachment A and B of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly financial reporting as referenced in Paragraph 7 of this 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, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

Changes to the amount of funding pursuant to Paragraph (17)(a) above may be accomplished by notice from the Division to the Recipient. The Division may make an award of additional funds by subsequent modification.

All funds received hereunder shall be placed in an interest-bearing account with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that are not expended in implementing this program shall be returned to the Division, along with any interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

The Recipient shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

Any requests received after **July 31, 2014**, at the discretion of the Division, may not be reimbursed from this Agreement.

This agreement may be renewed, at the Division's sole discretion, for a period that may not exceed three years or the term of the original Agreement, whichever period is longer, specifying the renewed price and subject to the availability of funds. Pursuant to Section 287.057(13), Florida Statutes, exceptional purchase contracts pursuant to Section 287.057(3)(a) and (c), may not be renewed.

At a minimum, the Recipient shall continue to provide other funding for the Recipient's Emergency Management Agency at an amount equal to either: (1) the average of the previous three years' level of county general revenue funding of the Recipient's Emergency Management Agency; or (2) the level of funding for the Recipient's Emergency Management Agency for the last fiscal year, whichever figure is lower (Rule 27P-19.011, Florida Administrative Code). Recipient's general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the local emergency management agency as defined by Section 252.38, Florida Statutes, shall not be included in determining the "level of county funding of the Recipient's Emergency Management Agency." The Recipient shall certify compliance with Rule Chapter 27P-19, Florida Administrative by its execution of this Agreement, and as a condition precedent to receipt of funding.

All payments relating to the Agreement shall be mailed to the following address:

John Dosh, Manager
Division of Emergency Management
Escambia County BCC
6575 North "W" Street
Pensacola, Florida 32505
Phone: 850-471-6409
Fax: 850-471-6455
Email: John_dosh@co.escambia.fl.us

(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 is 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 I) 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(14)(a), Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

(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.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment J. IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

Board of County Commissioners
Escambia County, Florida

Gene M. Valentino, Chairman

Date: _____
FID# 59-6000598

STATE OF FLORIDA
DIVISION OF EMERGENCY MANGEMENT

By: _____
Name and Title: Bryan Koon, Director

Date: _____

Attest: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date BCC Approved: _____

Date BCC Executed: _____

This document approved as to form
and legal sufficiency.

By: [Signature]
Title: ACF
Date: 6/7/13

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project -

State awarding agency: Division of Emergency Management
Catalog of State Financial Assistance title: Emergency Management Programs
Catalog of State Financial Assistance number: 31.063
\$105,806

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Pursuant to Section 252.373, Florida Statutes and Rule Chapter 27P-19, Florida Administrative Code.

Eligible activities for these funds are salaries and expenses relating to maintaining and enhancing county emergency management plans and programs.

Eligible recipients for these funds are the 67 Florida counties.

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 1 be provided to the recipient.

Attachment A
Program Budget

- Below is a general budget which outlines eligible categories and their allocation.
- The transfer of funds between the categories listed in the Program Budget is permitted.

| Grant | Recipient Agency | Category | Amount Allocated |
|--|------------------|--|------------------|
| FY 2013-2014 – Emergency Management Preparedness and Assistance Grant | ESCAMBIA COUNTY | Salary and Benefits | \$ 0.00 |
| | | Other Personal/Contractual Services (OPS) | \$ 0.00 |
| | | Expenses | \$ 89,806.00 |
| | | Operating Capital Outlay (OCO) | \$ 0.00 |
| | | Fixed Capital Outlay (FCO) | \$ 16,000.00 |
| Total Award | | \$ | \$105,806.00 |

Attachment B

Scope of Work

Intent of Agreement: The intent of the EMPA Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program. Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/ emergencies.

Base Grant funding from the Emergency Management Preparedness and Assistance Trust Fund is intended to enhance county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes). This Scope of Work recognizes that each recipient is at a varying level of preparedness, and it is understood that each county has a unique geography, faces unique threats and hazards, and serves a unique population.

The objective of this funding is to assist in providing operating support for the areas outlined in Attachment C to maintain a county emergency management program. The objective is to help fund the county Emergency Management programs and maintain a 24-7 (this includes on-call coverage) daily response to county emergencies. The minimum acceptable standard for payment is a twelve month 24-7 operation. Emergency Management operation below the minimum standard will result in a prorated reduction in payment.

In addition, the County is to achieve the following emergency management goals throughout the contract period to ensure county compliance and coordination with the state emergency management. Items listed in Attachment D are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance. Any two goals in the series of 1 to 6 not completed will cause a 5% reduction in the last quarter payment. Documentation supporting the completion of the goals outlined below should be submitted on the Quarterly Financial report.

By signing this Agreement the Recipient certifies that it will use the award to enhance its Emergency Management Program.

Monitoring: Monitoring may be accomplished through either a desk-based review or on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each county and will identify areas where technical assistance, corrective actions and other support may be needed.

Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

Each year the Division will conduct on-site visits for up to 25% of the 2013-2014 county agreements.

The Division may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or Division leadership. The method of gathering this information will be determined on a case-by-case basis.

Attachment C
Budget Narrative

I. Categories and Eligible Activities

Emergency Management Preparedness and Assistance Grant

FY2013-2014 allowable costs are divided into the following categories: **salary and benefits, other personal contractual services, expenses, operating capital outlay and fixed capital outlay** are allowable.

A. Salaries and Benefits

Salaries and Benefits are eligible for reimbursement under the EMPA Agreement. The Staffing Detail Worksheet must list the position for which reimbursement is requested. Eligible categories for reimbursement include, but are not limited to:

- Regular Salary
- Overtime
- FICA
- SS/Medicare
- Retirement
- Life/Health Insurance
- Leave Payout
 - Accumulated sick/vacation time paid out within the Agreement period (this must be claimed during the Agreement period in which the payout occurred (regardless of which Agreements were in place at the time of accumulation)

B. Other Personal/Contractual Services

This category allows for reimbursement for services by a person(s) who is not a regular or full time employee filling established positions. This includes but is not limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.

Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the Contract Manager for the Division for review either via e-mail or U.S. Mail. The Division will respond within five (5) business days to requests for pre-approval unless additional information is needed from the county. If requested, the response date will begin when the additional information is received. If no response is received by the close of business on the 5th business day, the contract or purchase order will be approved by default. Once approved, a copy of the Agreement must be sent to the Contract Manager within ten (10) days of execution.

C. Expenses

Expenses are defined as usual, ordinary, and incidental expenditures by an agency, including but not limited to, commodities and supplies of a consumable nature, current obligations and fixed charges. Expenditures defined as Operating or Fixed Capital Outlay should not be included in this category. Backup Documentation should reflect the amount requested on the Expenses Detail of Claims form.

Eligible items in the Expenses category include, but are not limited to:

- Utility (electric, water and sewage) and Telephone Bills (landlines, cellular, and satellite)
- Internet Service

- Maintenance Agreements for equipment or services
- General Office Supplies
- Travel to/from meetings and conferences related to emergency management
- Travel to training and/or exercises related to emergency management
- Dues and Conference Travel as it relates to the Scope of Work
- Equipment (that does not qualify as OCO or FCO)
- Software and upgrades
- Publications and Training Materials
- Postage
- Apparel for identification of Emergency Management Staff in the field
- Fuel for Emergency Management vehicles
- Food/Beverages for activations (must have Governor's Executive Order or a declared Local State of Emergency)

Maintenance and Service Contracts or Purchase Orders Maintenance and Service Contracts and Purchase order timeframes are at the discretion of the county. However, reimbursement can only be claimed for services within the Agreement period. These Agreements cannot be rolled over from year to year. The procurement process must be repeated each year to ensure competitive solicitation.

D. Operating Capital Outlay

Operating Capital Outlay (OCO) is defined as equipment, fixtures and other tangible personal property of a non-consumable nature that has a normal expected life of one year or more.

Eligible items include, but are not limited to:

- Computers, printers, copiers and fax machines
- Radios, satellite telephones and other communications equipment
- Furniture for Emergency Management Offices and Emergency Operation Centers
- Shelving for storage of Emergency Management equipment
- Vehicles for the Emergency Management Program (see note regarding vehicle purchases below)

E. Fixed Capital Outlay

Fixed Capital Outlay (FCO) is defined as real property (land, buildings including appurtenances, fixtures and fixed equipment, structures, etc.) including additions, replacements, major repairs and renovations to real property which materially extend its useful life or materially improve or change its functional use, and including operating capital outlay necessary to furnish and operate a new or improved facility.

Eligible items include, but are not limited to:

- Major repairs to the County Emergency Operations Center
- Central Heat/Air
- Out buildings for storage of Emergency Management Equipment
- Security Improvements (i.e. Cameras and equipment to operate)
- Generators and Installation

II. Eligibility Requirements:

Rule 27P-19.004, Florida Administrative Code (F.A.C.) requires Counties to certify their commitment to employ and maintain either a Full-time Director or Part-time Coordinator.

Counties must also maintain a County Emergency Management budget that is equal to the amount of the previous year or the average of the previous three years' level of funding. If the county budget is reduced for any reason, a waiver must be requested no later than forty-five (45) days prior to the beginning of the county fiscal year. Rule 27P-19.011, F.A.C. further defines these requirements.

Attachment D

Deliverables

The objective of this funding is to assist in providing operating support for the areas outlined in Attachment B and C to maintain a county emergency management program. The objective is to help fund the county Emergency Management programs and maintain a 24-7 (this includes on-call coverage) daily response to county emergencies. The minimum acceptable standard for payment is a twelve month 24-7 operation. Emergency Management operation below the minimum standard will result in a prorated reduction in payment.

In addition, the County is to achieve the following emergency management goals throughout the contract period to ensure county compliance and coordination with the state emergency management. Items listed below are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance. Any two goals in the series of 1 to 6 not completed will cause a 5% reduction in the last quarter payment. Documentation supporting the completion of the goals outlined below should be submitted on the Quarterly Financial report.

1. **COORDINATION AND COLLABORATION** - Utilizing the elements below, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs. See Data Download and Upload details in # 6 below.
 - A) Need to attend at least three and provide an agenda or a copy of the certificate to show participation in the following during this contract period (July 1, 2013 – June 30, 2014):
 - Quarterly Regional Coordination Meetings – submittal of agenda is NOT required
 - Current Issues in Emergency Management (CIEM) – submittal of certification is NOT required
 - Florida Governor's Hurricane Conference or National Hurricane Conference
 - Florida Emergency Preparedness Association Annual Meeting
 - Florida Emergency Preparedness Association Mid Year Work Session
 - Local Mitigation Strategy (LMS) Workshops
 - Professional Development Conferences & Training
 - B) Update and submit changes to the County Contact Form, to include County Officials annually or as changes occur.
 - C) Hold at least one (1) Emergency Operations Center (EOC) concept of operations meeting to include Emergency Support Function (ESF) and community partners prior to the start of hurricane season.
 - D) Hold at least one (1) Recovery Strategy meeting to include the appropriate ESF, Non Government Partners (NGO) and community partners prior to the start of hurricane season.
2. **TRAINING AND EXERCISE** - To ensure that each county emergency management agency maintains a comprehensive, all hazards training and exercise program to evaluate and test all aspects of the local emergency management system including activation of the county EOC, during this contract period (July 1, 2013 – June 30, 2014), the county shall:
 - A) Participate in the annual Statewide Hurricane Exercise and submit the following within 90 days. See Data Download and upload details in # 6 below.
 - One (1) Incident Action Plan (IAP) OR one (1) Situation Report (SITREP) with a roster of participants; and
 - Participate in at least one (1) conference call.
 - B) Submit an After Action Report (AAR) and Corrective Action Plan (CAP) within 90 days for all exercises not conducted by the State. See Data Download and Upload details in # 6 below.

3. **GEOGRAPHICAL INFORMATION** - Emergency services data shall be developed, maintained, and updated in cooperation between counties and the Division. A data export will be created for each county and uploaded to the Division's Sharepoint portal. See Data Download and Upload details in # 6 below. Updates and corrections shall be provided to the Division's GeoSpatial Information Systems (GIS) section on or before **April 15, 2014**. This shall include:

- A) Location and attribute information of all fire rescue, law enforcement, public safety and emergency service stations shall be reviewed and updated as needed.
- B) Location and attribute information of other critical facilities as deemed necessary by the county Emergency Manager.

Attribute information for spatial data requested shall include: facility name, facility type, physical address, and USNG coordinates OR Latitude/Longitude in decimal degrees (only one or the other is needed).

NOTES:

- Instead of reviewing the spreadsheet, an export from a county GIS department may be submitted. Zipped shapefiles or geodatabases may be extracted from a county GIS system and uploaded to the Sharepoint portal.
- If a county maintains a GIS data download website, that URL may simply be provided.
- If counties have no changes in last submission, no update is necessary, but please provide feedback through the Sharepoint portal to indicate the data has been reviewed and no changes are required.
- Critical facility inventory spreadsheets provided will contain more facility types than are required to be reviewed and are provided as information to the counties.

4. **LOGISTICS** - The County shall maintain a comprehensive resource management program that involves pre-disaster, systematic identification of resource requirements, shortfalls and inventories. Also, the county shall identify local resources to meet emergency needs, and develop local contracts for goods and services. The following shall be uploaded to the Division's Sharepoint portal no later than June 1, 2014. See Data Download and Upload details in # 6.

- A) An updated county logistics strategy/plan that is consistent with guidance found in the County Logistics and Points of Distribution (POD) Standard Operating Guide (SOG) (CEMP 2355). The strategy/plan shall also include, but is not limited to the following:
 - County Government Emergency Fuel Strategy
 - Utilization of private business and industry in meeting emergency resource needs
 - List of local vendors, any Memorandum of Agreements and contracts that will provide resources in an emergency; and

B) Location, survey forms and attributes information for county logistical staging areas; and

C) Location and attribute information for Points of Distribution (POD) sites and Comfort Stations; and

D) Locations for Emergency Worker Base Camps.

5. **SHELTER SURVEY AND RETROFIT PROGRAM** – In accordance with Florida's statewide hurricane shelter space deficit elimination program, the following shall be uploaded to the Division's Sharepoint portal. See Data Download and Upload details in # 6. All information shall be verified by the county.

- A) Identify potential hurricane shelter retrofit projects or report that there are no new identified projects. (This information is used to compile the Shelter Retrofit Report.)
- B) Report all hurricane shelter retrofit projects that are undertaken, regardless of funding source(s) or report that there are no projects.

- C) Develop and submit a strategy to ensure that by **June 1, 2014**, all designated Special Needs Shelters (SpNS) have a standby power system or capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment. For those designated SpNS facilities without a permanently equipped standby electric generating capacity, a locally sourced and acquired temporary electric generator with adequate capacity to support the standby power system requirements shall be provided.
 - D) Develop and submit a strategy to ensure that by **June 1, 2014**, there is adequate designated SpNS client space capacity to meet the anticipated five-year demands as determined by the 2012 Statewide Emergency Shelter Plan (January 31, 2012). All designated SpNS facilities must at a minimum meet the hurricane safety criteria established in the American Red Cross Standards for Hurricane Evacuation Shelter Selection (ARC 4496) and be equipped with an adequate standby electric power system or capability as described in item 5.C. above.
 - E) Update and submit a hurricane shelter deficit reduction progress reports, which include "as-is", retrofit and Enhanced Hurricane Protection Areas (EHPA) construction. (This information is used to compile the Shelter Retrofit Report.)
 - F) Provide a brief report on results of the year's coordination with school boards, community colleges and universities (as applicable) for implementation of the statutory and code required Public Shelter Design Criteria (a.k.a. EHPA). The most recent published Statewide Emergency Shelter Plan can provide guidance for implementation of the EHPA criteria. A checklist to provide this information will be made available on the Division's Sharepoint Portal.
6. **DATA DOWNLOAD AND UPLOAD** – Data exchange between the Division and counties will be facilitated by the use of the Division's Sharepoint Portal available at <https://portal.floridadisaster.org>. Counties will be provided user names and passwords to access the portal. All data, forms, templates and instructions to be provided by the Division will be made available via the portal, and counties shall use the portal to upload data or provide notice of "No Change" for applicable items.

Attachment E

Reports

- A. Recipient shall provide the Division with quarterly financial reports, mid-year and end-of-year summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report. Reporting Forms are located in Attachment K and can be found on the Division internet site.
- B. **The Recipient shall provide the Division with full support documentation for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the county.**
- **Salaries:** includes, but is not limited to, a copy of the payroll register (highlight, underline or circle expenses being claimed), spreadsheet showing breakdown (optional), timesheets (if applicable), and canceled checks or proof of payment. Check/payroll registers are accepted as backup for both State and Federal Agreements with the Division if canceled checks are not available.
 - **OPS/Contractual Services:** includes, but is not limited to copies of contracts, MOUs or agreements with consultants or sub-contractors providing services, payroll registers, timesheets and copies of checks/proof of payment for temporary employees, student or graduate assistants, fellowships, part-time academic employment, etc. Invoice detailing services performed and a copy of proof of payment (i.e., canceled checks, general ledger showing deducted expenditure, etc.)
 - **Expenses:** must include a copy of the invoice/receipt and proof of payment in the form of a canceled check or ledger showing amount deducted from county fund.
 - If training/exercise is provided by contractor, an agenda, training materials, exercise materials and copies of sign-in rosters of attendees should be included. If planning is provided then will need copies of planning materials and work products (i.e., meeting documents, copies of completed plans, etc.)
 - For travel and conference activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences.
 - **OCO:** includes but is not limited to a copy of the vendor invoice/receipt and proof of payment in the form of a check or ledger showing payment deduction.
 - **FCO:** includes but is not limited to a copy of the vendor invoice/receipt and proof of payment in the form of a check or ledger showing payment deduction.
 - Copies of the general ledger each quarter should also be provided.
- C. **Quarterly financial reports are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.**
- D. **The final close-out report is due forty-five days after termination of this Agreement.**
- E. **The Budget Form is to be completed and sent along with the County's signed agreements for execution. Along with the Budget Form the county needs to provide a copy of the current Emergency Management Local Budget (General Revenue). This is to ensure compliance with Rule 27P-19.011, Florida Administrative Code.**
- F. **In addition to the above, in order to ensure compliance with Rule 27P-19.011, Florida Administrative Code, historical budgetary information relating to the Recipient's Emergency Management Program is also required. This information shall be developed based on guidelines provided by the Department and shall be submitted to the Division no later than December 31, 2013. The Historical Information form must be prepared and signed by an official of the County's Finance Office.**
- G. **In a format provided by the Division, a proposed staffing summary and the counties position descriptions shall be submitted to the Division not later than December 31, 2013.**

- H. If all required reports prescribed above are not provided 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 such other action as set forth in Paragraphs (10), (11) and (12) of this Agreement, and Rule 27P-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.
- I. Mid-Year and End-of-Year summary progress reports are to be scheduled and reviewed by the Division's Regional Coordinator and submitted to the contract manager.

Attachment F

Program Statutes, Regulations and Program Requirements

Program Statutes

1. Chapter 252, Florida Statutes
2. Rule Chapters 27P-6, 27P-11, 27P-19 and 27P-20, Florida Administrative Code
3. 48 CFR, Part 31

Program Requirements

(1) EQUIPMENT AND PROPERTY MANAGEMENT

The Division will cover the monthly cost of the satellite service provided to the counties (this includes one (1) license per county). The charge does not cover maintenance, repair, additional equipment and other services not part of the initial order for services. In particular, the service charge does not cover:

(a) Maintenance, repair, or replacement of parts damaged or lost through catastrophe, accident, lightning, theft, misuse, fault or negligence of the Recipient or causes external damage to the equipment, such as, but not limited to, failure of, or faulty, electrical power or air conditioning, operator error, failure or malfunction of data communication equipment not provided to the Recipient by the Division under this Agreement, or from any cause other than intended and ordinary use.

(b) Changes, modifications, or alterations in or to the equipment other than approved upgrades and configuration changes.

(c) Deinstallation, relocation, or removal of the equipment or any accessories, attachments or other devices.

The Recipient shall be independently responsible for any and all charges not part of the initial service order.

(2) NAWAS

The Florida National Warning System (NAWAS) is a U.S. Department of Homeland Security product that shall be monitored 24 hours a day/365 days a year. The U. S. Department of Homeland Security supplies the line and one handset to the recipient at no cost. Additional equipment, connections and handsets are the responsibility of the Recipient.

(3) VEHICLES

Written approval from the Director of the Division must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Division has no obligation to honor such reimbursement request. Any trade-in or resale funds received relating to any vehicle purchased under this subgrant is program income and must be applied toward the Recipient's Emergency Management Preparedness and Assistance (EMPA) Base Grant expenditures.

(4) PROPERTY MANAGEMENT/PROCUREMENT

(a) The recipient shall comply with applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Wherever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

(b) Allowable costs shall be determined in accordance with Office of Management and Budget Circular A-102 - Common Rule.

(c) Recipient agrees to use any equipment purchased under the terms of this Agreement for the purpose for which it was intended.

(d) Equipment purchased under the terms of this Agreement shall remain the property of the Recipient. The disposition of equipment shall be made in accordance with the Recipient's policies and procedures and applicable federal policies and procedures.

(5) CERTIFICATIONS

(a) By its execution of this Agreement, the Recipient certifies that it is currently in full compliance with the Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code, Chapter 252, Florida Statutes, and appropriate administrative rules and regulations that guide the emergency management program and associated activities.

(b) The Recipient certifies that funds received from the Emergency Management, Preparedness and Assistance Trust Fund (EMPA funds) will not be used to supplant existing funds, nor will funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund. The Recipient further certifies that EMPA funds shall not be expended for 911 services, emergency medical services, law enforcement, criminal justice, fire service, public works or other services outside the emergency management responsibilities assigned to the Recipient's Emergency Management Agency, unless such expenditure enhances emergency management capabilities as expressly assigned in the local Comprehensive Emergency Management Plan (CEMP).

(c) The Recipient certifies that it is a participant in the most current Statewide Mutual Aid Agreement (SMAA).

(d) By its signature, the Recipient reaffirms its certification to employ and maintain a full-time Director consistent with Rule 27P-19.002(6), Florida Administrative Code.

(6) OTHER CONDITIONS

(a) As a further condition of receiving funding under this Agreement, following full or partial County Emergency Operation Center activation at a level equivalent to a State Emergency Operation Center level two (2) or above during the period of this Agreement, then the Recipient shall, within forty-five (45) days following the conclusion of the activation, evaluate the performance of all elements of the local emergency management program during that activation, and provide a written after action report to the Division.

(b) Funds may not be used for items such as door prizes and gifts. Flyers and educational information to educate the public about the Emergency Management Program is allowable.

(c) Food and beverages may be purchased for Emergency Management personnel and other personnel only if the Recipient's Emergency Operation Center or field command office is in an activated status and personnel receiving food/beverage are on duty at either of these locations. Purchases may be made only under (1) An Executive Order issued by the Governor or (2) a State of Emergency appropriately declared by local officials in response to an emergency event or threat.

(d) Within 60 days of execution of this Agreement, the Recipient shall provide copies of any new or updated ordinances in effect which expressly address emergency management, disaster preparedness, civil defense, disasters, and emergencies or otherwise govern the activation of the local emergency management program provided in s.252.38, Florida Statutes.

Attachment G

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

| BUDGET CATEGORY/LINE ITEMS (list applicable line items) | 20__-20__ Anticipated Expenditures for First Three Months of Contract |
|--|--|
| <u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.) | |
| <u>For example</u> PROGRAM EXPENSES | |
| TOTAL EXPENSES | |

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

Attachment H 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, and 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 8:00am until 5:00pm weekdays, Monday through Friday, excluding holidays.

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 I

**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

Recipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date

Attachment J

Statement of Assurances

The Recipient 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 Applicant 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 hour's 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 sponsoring agency 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 ensure 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 its subgrantees and 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 (GRANTEES 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 K
Reporting Forms**

DIVISION OF EMERGENCY MANAGEMENT

EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - BASE GRANT

Quarterly Financial Report (Form 1):

1. These reports must be completed in full on a quarterly basis and be submitted no later than 30 days after the end of each quarter. QUARTERLY FINANCIAL REPORTS MUST BE SUBMITTED ON A QUARTERLY BASIS EVEN IF YOU ARE NOT CLAIMING ANY EXPENDITURES.

Quarterly Financial Report (Form 1) and Detail of Claims (Form 2 and 3):

1. These forms are to be submitted quarterly. Complete Quarterly Financial Report by entering all information needed for reimbursement.
2. The Detail of Claims form must accompany the Quarterly Financial Report.
3. The Quarterly Financial Report form must be signed by the contract manager or someone with equal authority.
4. Claims are to be submitted to the following address:

DIVISION OF EMERGENCY MANAGEMENT
2555 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100
Attn: (Contract Manager's name)

Budget - (Form 4):

1. The Budget Form is to show how the EMPA Base Grants will be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever figure is lower.
2. This form is to be completed and sent along with the signed agreements for execution. Required with this form the county needs to provide a copy of the current Emergency Management Local Budget (General Revenue).
3. This is to ensure compliance with Rule 27P-19.011, Match Requirements, Florida Administrative Code.

Staffing Detail - (Form 5):

1. List ALL Emergency Management Agency staff, regardless of funding. Provide a total anticipated annual amount of Salaries and Benefits to be paid for each position. Provide the funding distribution (%) in each applicable column: local, state, federal, etc.

Historical for Match - (Form 6):

1. **AGREEMENT PERIOD 2012-2013** - This will consist of the last quarter of the county's fiscal year 2011-2012 and the first three quarters of the county's fiscal year 2012-2013
2. This information represents the county's general funds and all federal and/or state funds provided for the county's Emergency Management Program for Fiscal Year 2012-2013. Federal Funds requires a dollar for dollar non-federal match from county generated funds or other non-federal funds.
3. This information focuses only on the County Emergency Management Agency's annual costs; it should not include any disaster-related response or recovery costs.
4. Include any explanatory footnotes or narrative comments you feel relevant, particularly if you experienced any large, atypical/non-recurring expenditures (e.g., construction of an EOC) that would spike your local spending in any given year.

EXPENDITURE DEFINITIONS - This sample report should serve only as an example - Use actual data from your County's financial records

1. Includes the compensation for services that are directly related to the emergency management program by persons who are regular employees in established positions. Calculation should include any known overtime cost requirements and all salary related matching benefits such as social security, retirement and insurance contributions, etc.
2. Includes the compensation for services that are directly related to the program by an outside company or a person who is not a regular or full-time employee filling an established position. This shall include but not be limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
3. Includes the usual, ordinary, and incidental expenditures by an agency, including, but not limited to, commodities and supplies of a consumable nature.
4. Includes equipment, fixtures and other tangible personal property of a nonconsumable and nonexpendable nature that have a normal expected life of one year or more.
5. Includes real property (land, building including appurtenances, fixtures and fixed equipment, structures, etc.), including additions, replacements, major repairs, and renovations to real property which materially extend its useful life or materially improve or change its functional use, and including operating capital outlay necessary to furnish and operate a new or improved facility.

Close Out Report - (Form 7):

1. Close Out Reports are due forty-five (45) days after the contract end date.
2. The agreement cannot be considered closed until the Close Out Report has been received.

Documentation of project expenditures:

1. Grantees must maintain documentation of expenditures for a minimum period of five years following the close of project/program operations unless audits require a longer period of time.
2. Grantees should maintain a financial file with copies of back-up documentation for all paid project/program expenditures made by the grantee during the grant period. Documentation of expenditures against the program will be reviewed and verified upon receipt by DEM staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, payroll vouchers, journal transfers, etc. These documents should be submitted when requesting reimbursement.
3. In order to document hours worked on the program by permanent or temporary staff, the grantee may use its own time and attendance forms. A Staffing Detail Worksheet is also required to identify positions being funded by the agreement.
4. All claims for reimbursement of expenditures must be submitted on the approved DEM Quarterly Financial Reporting forms. Claims not submitted on the proper form, cannot be processed and will be returned for corrections. Forms must be submitted with original signatures.

**IF YOU WISH TO OBTAIN THESE FORMS ELECTONICALLY, PLEASE FIND THEM ON OUR WEBSITE AT
<http://www.floridadisaster.org/grants/index.htm> OR NOTIFY YOUR CONTRACT MANAGER**

DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA BASE GRANT
QUARTERLY FINANCIAL REPORT
Form 1

| | |
|-------------------------|--|
| GRANTEE: | Claim # _____ |
| County Name: _____ | |
| Address: _____ | |
| | (Select the quarter of submission) |
| | QUARTERLY REPORTING DUE DATES |
| | July 1 – September 30 – Due no later than October 31 |
| Point of Contact: _____ | October 1 – December 31 – Due no later than January 31 |
| Telephone #: _____ | January 1 – March 31 – Due no later than April 30 |
| AGREEMENT # _____ | April 1 - June 30 – Due no later than July 31 |

THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED QUARTERLY

| CUMULATIVE | TOTAL ALLOCATED | CURRENT CLAIM | CUM. FUNDS EXPENDED | REMAINING BALANCE |
|---|-----------------|---------------|---------------------|-------------------|
| 1. Salary and Benefits | | | | |
| 2. Other Personal /Contractual Services | | | | |
| 3. Expenses | | | | |
| 4. Operating Capital Outlay (OCO) | | | | |
| 5. Fixed Capital Outlay (FCO) | | | | |
| TOTAL | \$0.00 | \$0.00 | \$0.00 | |

TOTAL AMOUNT TO BE PAID ON THIS INVOICE **\$0.00**

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: _____ Date _____
Grantee Contract Manager or Financial Officer

QUARTERLY STATUS REPORT

This information below is required EACH QUARTER. This information MUST be clearly linked to the project TIMELINE, DELIVERABLES AND SCOPE OF WORK.

Report event, progress, delays, etc., that pertain to this project (i.e., incidents, activities, meetings, reporting training and /or exercises)

(Attach additional page(s) if needed.)

THIS SECTION BELOW IS TO BE COMPLETED BY DEM WITH EACH QUARTERLY FINANCIAL PAYMENT

| | |
|---------------------------|--|
| Total EMPA (State) Amount | |
| Prior Payments | |
| This Payment | |
| Unexpended Funds | |

| Name of Employees | Job Title | % of Time Charged to this Grant | Salary \$ Charged to this Grant | Fringe Benefits \$ Charged to this Grant |
|---|-----------|---------------------------------|---------------------------------|--|
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| | | TOTALS | \$0.00 | \$0.00 |
| Total Salaries and Benefits Charged to this Grant | | | | |
| | | | | \$0.00 |

Form 3

CATEGORY #

2. Other Personal/Contractual Services (OPS)

3. Expenses
4. Operating Capital Outlay (OCO)
5. Fixed Capital Outlay (FCO)

Claim Number:

| Vendor | Briefly Describe Services Provided for EM | Date Received / Date of Services | Date Paid | Check Number | Amount |
|--------|---|-------------------------------------|-----------|-----------------|--------|
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| | | | | Total | \$0.00 |

**DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA BASE GRANT
LOCAL EMERGENCY MANAGEMENT BUDGET**

Form 4

| | | | | | | | | | |
|--------|---|---|---|-----------------------|--|---|---|--|----------|
| County | 2012-2013 LOCAL (10/1/12-9/30/13) | 2011-2012 LOCAL (10/1/11-9/30/12) | 2010-2011 LOCAL (10/1/10-9/30/11) | Average of 3 years | County Contribution (%) Based on 3 year average | Reduction In County Budget (%) Based on 3 year average | County Contribution (%) Based on Previous Year Budget (12-13) | Reduction In County Budget (%) Based on Previous Year Budget (12-13) | Comments |
| | | | | \$0 | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | |

This form is to be completed and sent along with the signed agreements for execution. Required with this form the county needs to provide a copy of the current Emergency Management Local Budget (General Revenue).

27P-19.011 Match Requirements.

(1) Base Grants shall be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever figure is lower. County general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the emergency management responsibilities assigned to the County Emergency Management Agency by Section 252.38, Florida Statutes, shall not be included in determining the "level of county funding of the County Emergency Management Agency." Each county shall certify compliance with this rule chapter and this rule, as a condition precedent to receipt of funding.

(2) If the Base Grant recipient demonstrates that exceptional financial circumstances prevent the Base Grant recipient from complying with the match requirements in subsection 27P-19.011(1), F.A.C., then the Base Grant recipient may request that the Division authorize a reduction in the amount of match required. The match required shall not be reduced by a percentage amount in excess of reductions in funding for county 911 services, emergency medical services, law enforcement, criminal justice, public works or other emergency management related services, and shall not be reduced below twenty-five (25) percent of the Base Grant award. To be eligible for any reduction, the Base Grant recipient shall demonstrate and certify that the reduction is due to reductions in county general revenue funding and that the amount of the requested reduction is equivalent to across the board reductions in all county budgets. County requests for reduction shall be signed by the county's chief elected officer and the certification of reduction in county budget funding shall be signed by the county's chief financial officer. Requests shall certify the intent to return to pre-reduced funding as soon as practicable, and shall provide an estimate of the date at which the county will return to the current level of funding. Requests for reduction shall also be accompanied by financial data for the previous three years indicating: the level of county funding for the County Emergency Management Agency budget; budget detail regarding all individual items of the County Emergency Management Agency budget; and the proposed level of funding, for all budget items, if the reduction is authorized by the Division. All requests for match reduction shall be submitted no later than forty-five (45) days prior to the beginning of the county fiscal year, or the opportunity to request shall be waived.

_____ County

**COUNTY EMERGENCY MANAGEMENT AGENCY
ANTICIPATED SALARIES & BENEFITS
STAFFING DETAIL**

Form 5

FY 2013-2014

| | | | LOCAL | | STATE/FEDERAL | | | | | |
|------------------------------|---|---|---|-------------------------------------|---|---|--|--|------------------------------------|--|
| Name & Position Title [1] | Approx. # of Hrs./Week Devoted to EM Activities [2] | Annual Total Salaries & Benefits \$ by Position [3] | % County General Fund (Local) [4] | % Other Local Funds [5] | % EMPA Base Grant (State) [6] | % EMPG Base Grant (Federal) [7] | % Hazardous Materials Planning Grant (State) [8] | % Other State or Federal Funds [9] | % Total All Funds [10] | |
| | | | | | | | | | | |

DIRECTIONS:

1. In column 1, list titles of ALL Emergency Management Agency staff, regardless of funding.
2. Complete column 2 for each position.
3. In column 3 list total anticipated annual amount of Salaries and Benefits to be paid for each position.
4. In columns 4-9, provide the funding distribution (%) in each applicable column for amounts in column 3.
5. Column 10 is the sum of columns 4 through 9 and must equal 100%.

NOTE: THIS SUMMARY MUST BE DEVELOPED AND SIGNED BY AN OFFICIAL OF THE COUNTY'S FINANCE OFFICE

COUNTY

COUNTY EMERGENCY MANAGEMENT AGENCY EXPENDITURES
HISTORICAL SUMMARY BY EXPENDITURES FOR AGREEMENT PERIOD 2012-2013
(Dates: July 1, 2012 - June 30, 2013)
FORM 5

| Expenditure Categories | LOCAL | | | STATE/FEDERAL | | | | | TOTAL | |
|------------------------------------|---------------------------------|-----------------------|---------------|--------------------------------------|--|--|----------------------------------|--|--|------|
| | County General Fund (Local) [a] | Other Local Funds [b] | Local [a+b=c] | State Portion of EMPA Base Grant [d] | Federal Portion of EMPG Base Grant [e] | Hazardous Materials Planning Grant (state) [f] | Other State OR Federal Funds [g] | Total State and/or Federal Funds [d+e+f+g+h] | Total County EM Agency Funding [c+h+i] | |
| 1. Salaries & Benefits | \$ - | | \$ - | | | | | \$ - | \$ - | \$ - |
| 2. Other Personal/Contractual Ser. | \$ - | | \$ - | | | | | \$ - | \$ - | \$ - |
| 3. Expenses | \$ - | | \$ - | | | | | \$ - | \$ - | \$ - |
| 4. Operating Capital Outlay | \$ - | | \$ - | | | | | \$ - | \$ - | \$ - |
| 5. Fixed Capital Outlay | \$ - | | \$ - | | | | | \$ - | \$ - | \$ - |
| Total Expenditures \$ | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Amount of funds provided as match for Federal portion of grant (EMPG) \$
Federal funds under the EMPG agreement shall be matched dollar for dollar from non-federal funds (example: EMPA, Local, etc...)

I hereby certify that the above figures represent the actual funding source for the Emergency Management Agency for Fiscal Year 2012-2013 and does not include disaster-related response or recovery costs nor any other costs incurred by other Departments.

Signed

Title

Date

AGREEMENT PERIOD 2012-2013 - This will consist of the last quarter of the county's fiscal year 2011-2012 and the first three quarters of the county's fiscal year 2012-2013

Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Emergency Management Preparedness and Assistance Grant Program

Form 7
Close-Out Report

This form should be completed and submitted to the Division no later than forty-five (45) days after the termination date of the Agreement.

Grantee _____
Address _____
City and State _____

Agreement No. _____
Agreement Amount _____
Agreement Period _____

Payments Received Under this Agreement
(Include any advanced funds and final requested payment)

| Cost Categories | By Category - Total Contract Expenditures |
|--------------------------------------|---|
| Salary and Benefits | |
| Other Personal/Contractual Services | |
| Expenses | |
| Operating Capital Outlay (Equipment) | |
| Fixed Capital Outlay | |
| Total | \$0.00 |

| | Date | Amount |
|---------|------|--------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| Total 6 | | \$0.00 |

Agreement Amount _____

Minus Total Payments
(Including final requested funds – Line 6) _____

Unspent balance _____

Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the Agreement.

Make checks payable to:
Cashlor, Division of Emergency Management

Mail To:
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Attn: (contract manager)

I hereby certify that the above costs are true and valid costs incurred in accordance with this Agreement.

Signed _____
Grantee Contract Manager or Financial Officer

Date _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE BASE GRANT PROGRAM**

EXPENDITURE CATEGORY DEFINITIONS

- 1 SALARY AND BENEFITS:**
The cash compensation for services rendered by a regular employee in an established position for a specific period of time.

- 2 OTHER PERSONAL/CONTRACTUAL SERVICES (OPS):**
The compensation for services by a person who is not a regular or full-time employee filling an established position. This shall include but not be limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services specifically budgeted by each agency in this category.

- 3 EXPENSES:**
The usual, ordinary, and incidental expenditures by an agency, including, but not limited to, commodities and supplies of a consumable nature, current obligations, and fixed charges, and excluding expenditures classified as operating capital outlay. Payments to other funds or local, state, or federal agencies are included in this budget classification of expenditures.

- 4 OPERATING CAPITAL OUTLAY:**
Equipment, fixtures and other tangible personal property of a non-consumable nature and has a normal expected life of one year or more.

- 5 FIXED CAPITAL OUTLAY:**
Real property (land, buildings including appurtenances, fixtures and fixed equipment, structures, etc.), including additions, replacements, major repairs, and renovations to real property which materially extend its useful life or materially improve or change its functional use, and including operating capital outlay necessary to furnish and operate a new or improved facility.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4422

County Administrator's Report 19. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/11/2013

Issue: Re-Bid Perdido Key Gulf Snorkeling Reef

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Re-Bid of the Perdido Key Snorkeling Reef - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to Walter Marine for the Re-Bid of the Perdido Key Gulf Snorkeling Reef, PD 12-13.044, for Alternate 1, Eco Reefs, for a quantity of eleven, at \$7,500 each, for a total of \$82,500.

[Funding: Fund 352, LOST III, NESD Capital Projects, Cost Center 220102, Object Code 56301, 10NE0808 Artificial Reefs]

BACKGROUND:

The solicitation was advertised in the Pensacola News Journal on May 20, 2013. One bid was received.

BUDGETARY IMPACT:

Funding: Fund 352 LOST III, NESD Capital Projects, Cost Center 220102, Object Code 56301, 10NE0808 Artificial Reefs

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual will prepare the Contract.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County FL, Code of Ordinances, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the Contract and Purchase Order.

Attachments

Bid Tab
Agreement

PUBLIC NOTICE OF RECOMMENDED AWARD

| BID TABULATION | | DESCRIPTION: Re-Bid Perdido Key Gulf Snorkeling Reef BID # PD 12-13.044 | | | | | |
|---|---|--|---|---|---|--------------------|----------------------------------|
| Bid Opening Time: 3:00 pm CDT Bid Opening Date: 6/04/2013 Bid Opening Location: Rm 11.407 | Cover Sheet/ Acknowl | Drug-Free Workplace Form | Information Sheet for Transactions & Conveyances Corporation ID | Certificate of Authority to do Business in the State of Florida | Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes | Eco Reef Alt #1 | Piling Cluster Reef Alt #2 |
| NAME OF BIDDER | | | | | | | |
| Walter Marine | Y | Y | Y | Y | Y | \$7,500. | |
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| BIDS OPENED BY: | Joe F. Pillitary, Jr., Coordinator DATE: 6/04/2013 | | | | | | |
| BIDS TABULATED BY: | Lori Kistler, SOSA DATE: 6/04/2013 | | | | | | |
| BIDS WITNESSED BY: | Lori Kistler, SOSA DATE: 6/04/2013 | | | | | | |

CAR
DATE 7/11/2013

BOCC
DATE 7/11/2013

The Purchasing Chief/Designee recommends to the BCC: To award a Contract to Walter Marine for Alternate 1, Eco Reefs, for a quantity of eleven, at \$7,500 each for a total of \$82,500.

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Notes: _____

**AGREEMENT RELATING TO THE PERDIDO KEY GULF
SNORKLING REEF**

This Agreement is made this ____ day of _____, 2013, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and David M. Walter DBA Walter Marine, a sole proprietorship authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose FEI Number is 42-2587980, and whose address is 22605 Andrews Lane, Orange Beach, AL 36561.

WITNESSETH:

WHEREAS, the County issued an Invitation to Bid seeking bids for the Perdido Key Gulf Snorkling Reef (PD 12-13.044); and

WHEREAS, Contractor was the lowest most responsive and most responsible bidder whose bid met the requirements and criteria set forth in the Invitation to Bid; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Scope of Services.** Contractor agrees to provide services including, but not limited to, the scope of services outlined in Escambia County's ITB Specification No. P.D. 12-13.044, and corresponding addendum, attached hereto as **Exhibit "A"**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
3. **Contract Amount.** In exchange for Contractor's provision of the scope of services referenced in Section 2 above, County shall pay Contractor a single lump sum payment in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) as provided in the Contractor's bid form dated May 29, 2013, attached hereto as **Exhibit "B"**.

4. Method of Payment.

a) County shall make full and final payment of the Contract Amount provided in Section 3 above within thirty (30) calendar days *after Contractor's work is finally inspected and accepted by County*, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as **Exhibit "C"**, and such other documentation that may be required by the Contract Documents or the County.

b) Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

c) The County may decline to approve final payment, or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

5. Contract Time and Liquidated Damages

a) Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the County. Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. The Work shall be substantially completed within **One Hundred Eighty (180)** calendar days from the Commencement Date. The Work shall be fully completed and ready for final

acceptance by the County within **Two Hundred and Ten (210)** consecutive calendar days from the Commencement Date (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.

b) County and Contractor recognize that, since time is of the essence for this Agreement, County will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **\$500.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the County issues a Substantial Completion Certificate pursuant to the terms hereof.

c) Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in a timely manner.

d) When any period of time is reference to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

6. Contract Time and Time Extensions.

a) Contractor shall diligently pursue the completion of the work and coordinate the work being done on the Project by its subcontractors and materialmen, as well as coordinating its work with all work of others at the Project Site, so that its work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the work under the Contract Documents.

b) Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes

thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

c) No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based

7. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

b) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease or valid proof of exemption from the provisions of the Florida Workers' Compensation Law.

c) Protection and Indemnity (P&I) liability insurance coverage with \$1,000,000 minimum per occurrence, including crew coverage.

d) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

e) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County by endorsement to the policy and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Walter Marine
Attention: David M. Walter
PO Box 998
Orange Beach, AL 36561

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Compliance With Laws.

Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the above named laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

13. Permits, License and Taxes.

a) All permits and licenses necessary for the prosecution of the work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the project was let for bid. If Contractor performs any work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work.

b) Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

14. Public Records. The Contractor 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 the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

15. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

16. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

17. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the ____ day of _____, 2013, and David M. Walter DBA Walter Marine, signing by and through its President, duly authorized to execute same.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Gene M. Valentino, Chairman

Date: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: Kathleen ACA
Date: 6/25/13

CONTRACTOR:
DAVID M. WALTER
DBA WALTER MARINE

ATTEST:

By: David M. Walter, President

WITNESS: _____

WITNESS: _____

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
RE-BID PERDIDO KEY GULF SNORKELING REEF
SPECIFICATION PD 12-13.044**

- HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM WITH ORIGINAL SIGNATURE
- BID FORMS WITH ORIGINAL SIGNATURE
- DESCRIPTION OF MATERIALS WITH DIMENSIONS AS FULLY DESCRIBED IN SCOPE OF WORK SUMMARY ON PAGE 15 OF THE SPECIALTERMS CONDITIONS

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
OCCUPATIONAL LICENSE

- **BEFORE YOU SUBMIT YOUR BID, HAVE YOU:**

PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

- THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:
- HOW TO SUBMIT A NO BID

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "REASON FOR NO BID" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR
BID ONLY.**

DO NOT RETURN WITH YOUR BID



**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

RE-BID PERDIDO KEY GULF SNORKELING REEF

SPECIFICATION NUMBER PD 12-13.044

BIDS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Tuesday, June 4, 2013

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

Board of County Commissioners

**Gene Valentino, Chairman
Lumon May, Vice Chairman
Wilson B. Robertson
Grover Robinson, IV
Steven Barry**

**Procurement Assistance:
Joe Pillitary, CPPB, CPPO
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4980
Fax: (850) 595-4805
joe_pillitary@co.escambia.fl.us**

**Technical Assistance:
Robert Turpin
Manager
Marine Resources
3363 West Park Place
Pensacola, FL 32505
Tel: (850) 595-4395
Fax: (850) 595-3495
robert_turpin@myescambia.com**

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).

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.

**RE-BID PERDIDO KEY GULF SNORKELING REEF
PD 12-13.044**

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Forms marked with an (* Asterisk) must be returned with Offer.

Forms marked with a (Double Asterisk) should be returned with Offer.**

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| Exhibit "A" | CD |
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SIGN AND RETURN THIS FORM WITH YOUR BIDS**
SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

Joe Pillitary, CPPO, CPPB

Purchasing Coordinator

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4878 Fax No: (850) 595-4807

Invitation to Bid

**RE-BID PERDIDO KEY GULF
SNORKELING REEF
SOLICITATION NUMBER:
PD 12-13.044**

SOLICITATION

MAILING DATE: Monday, May 20, 2013

PRE-BID CONFERENCE: N/A

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Tuesday, June 4, 2013 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

REASON FOR NO OFFER: _____

BID BOND ATTACHED

\$ N/A

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County renders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

**

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print)

Name of Contractor

By _____
Signature of Person Authorized to Sign Date

ATTEST: _____
Corporate Secretary Date

[CORPORATE SEAL]

ATTEST: _____
Witness Date

ATTEST: _____
Witness Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By _____
County Administrator Date

WITNESS _____
Date

WITNESS _____
Date

Awarded Date _____

Effective Date _____

BID FORM
Specification Number **PD 12-13.044**
RE-BID PERDIDO KEY GULF SNORKELING REEF

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" for **RE-BID PERDIDO KEY GULF SNORKELING REEF** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

| | | |
|---------------|----------------------------|-------------------------------|
| Alt #1 | Eco Reef | Unit Price \$ _____ |
| Alt #2 | Piling Cluster Reef | Unit Price \$ _____ |

Note: A unit is a row of 3 Eco Reefs or 2 Piling Clusters

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

| | | | |
|--------------------|------------|--------------------|------------|
| Addendum No. _____ | Date _____ | Addendum No. _____ | Date _____ |
| Addendum No. _____ | Date _____ | Addendum No. _____ | Date _____ |

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____

Florida DBPR Contractor's License, Certification and/or
Registration No. _____

Type of Contractor's License, Certification and/or
Registration _____

Expiration Date: _____

Terms of Payment

(Check one) Net 30 Days _____ 2% 10th Prox _____

Will your company accept Escambia County Purchasing
Cards? Yes _____ No _____

Will your company accept Escambia County Direct
Payment Vouchers? Yes _____ No _____

County Permits/Fees required for this project

Permit _____ Cost _____

Bidder: _____

By: _____

Signature: _____

Title: _____

Address: _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

E-Mail Address: _____

Home Page Address: _____

Person to contact for emergency service:

Phone/Cell/Pager #: _____

Person to contact for disaster service:

Home Address: _____

Home Phone/Cell/Pager #: _____

Bid Form Cont.
PD 12-13.044
RE-BID PERDIDO KEY GULF SNORKELING REEF

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of
N/A (%) of bid.
(FIVE OR TEN PERCENT)

The work shall be substantially completed within **Sixty (60)** calendar days from the Commencement Date. The Bidder agrees to fully complete all work included above within **Ninety (90) consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of \$150.00 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

- 1.
- 2.
- 3.
- 4.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

- _____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____

OR produced identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

Name of Business _____

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

**Authorized to transact business
in Florida:**

Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____

City, State Zip: _____

Street Address: _____

City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification _____

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ **E-mail:** _____
Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. A awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 12-13.044, "RE-BID Perdido Key Gulf Snorkeling Reef", Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from lobbying as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the blackout period as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

SCOPE OF WORK SUMMARY

Supply and install artificial reef materials in accordance with drawings, conditions and other information contained herein within the state and federal permits. Provide detailed description, dimensions, and quantification of reef materials to be provided. Eco-Reef pilings must be at least 20 feet in length; concrete pilings must be at least 25 feet in length. All reefs must be installed within 90 days of award. All insurance policies must be provided within 7 days of notice of intent to award.

See exhibits A & B for detailed plans and Specific Terms and Conditions

2. Procurement Questions

Procurement questions may be directed to Joe F. Pillitary, Jr., CPPO, CPPB, Purchasing Coordinator, Phone: (850) 595-4878; Fax: (850) 595-4805, e-mail: joe_pillitary@co.escambia.fl.us Technical questions may be directed Robert Turpin, Manager, Marine Resources, Phone: (850) 595-43954; Fax: (850) 595-3495, e-mail: Robert_Turpin@myescambia.com.

3. Written request will be accepted through 5:00 CDT Thursday, May 30, 2013.

4. F.O.B. Point

The F.O.B. point shall be installed at the location(s) specified herein.

5. Delivery

Delivery is requested within Sixty (60) days after receipt of purchase order or release order.

6. Liquidated Damages

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of \$150.00 for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

7. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - 1. The potential for fire, explosion, corrosiveness and reactivity;
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
 - 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

8. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

9. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

10. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night. The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

11. **Permits**

The county and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the county permitting agencies for this specific project and they are listed on the bid/proposal form(s) to the best of our knowledge.

12. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

13. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

14. **Termination**

- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

15. **Qualification of Offerors**

This solicitation shall be awarded to a responsible, responsive offeror, qualified by experience to provide the work specified. The offeror shall submit the following information with his offer:

- 1. Experience record showing the offeror's training and experience in similar work.
- 2. List and brief description of similar work satisfactorily completed with location, dates of contract, names and addresses of owners.
- 3. List of equipment and facilities available to do the work.
- 4. List of personnel, by name and title, contemplated to perform this work

Failure to submit the above requested information may be cause for rejection of your offer.

16. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid/proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

17. **Permits**

Escambia County permit requirements have been researched and noted as required by law on the bid/proposal form. Permits required by governmental agencies with jurisdiction in addition to or in lieu of shall be the responsibility of the awarded vendor to research and obtain as required to complete this contractual service. Permits are to be amortized into the bid/proposal offered with no additional allowance. These permits shall be readily available for review by the Purchasing Chief or his/her designee and the Construction Manager or his/her designee.

18. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

19. **Award**

Award shall be made on the lowest unit price for either Alternate #1, Eco Reef, or Alternate #2 Piling Cluster Reef.

Note: A unit is a row of 3 Eco Reefs or 2 Piling Clusters

20. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

21. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

22. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Insurance Requirements

23. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile, Watercraft and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Claudia Simmons, CPPO, Purchasing Manager
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32502-1591
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Endorsements/Additional Insurance**Termination/Adverse Change Endorsement**

All of contractor's policies, except for professional liability and workers compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the county shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Watercraft Liability Coverage

Because the contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, nonowned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy covering watercraft liability or protection and indemnity.

United States Longshoremen and Harborworkers Act Coverage

The workers compensation policy is to be endorsed to include United States Longshoremen and Harborworkers Act coverage for exposures, which may arise from this agreement or contract.

Jones Act Coverage

The workers compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this agreement or contract.

24.

Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Index of Documents

Standard Construction Contract Documents

(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at www.co.escambia.fl.us/purchasing, must have ADOBE Reader, click link to On-Line Solicitations then click on the Standard Construction Contract Documents link in listing for this solicitation).

Agreement Declaration (Revised as indicated by asterisk)

- Section 1 *B. Four (4) sets of contract documents
- Section 2
- Section 3
- Section 4
- Section 5 *A. Substantially Complete in 60 calendar days
 *B. Liquidated Damages at \$150.00 for each calendar day
- Section 6
- Section 7 *A. Marine Resources
 3363 West Park Place
 Pensacola, FL 32505
 Attn: Robert Turpin, Manager, Marine Resources
- Section 8
- Section 9
- Section 10
- Section 11
- Section 12
- Section 13

Exhibits (Revised as indicated by asterisk)

- A. General Terms and Conditions
 - *4.4 Four (4) copies of each Application for Payment
 - *21.1 Two (2) year(s) after final completion
- B Form of Performance and Payment Bond
- C Insurance and Safety Requirements



Florida Department of
Environmental Protection
160 Governmental Center, Suite 308
Pensacola, Florida 32502-5794

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Mimi A. Drew
Secretary

EXHIBIT "A"

November 24, 2010

Escambia County Board of County Commissioners
% Robert Turpin, Manager
Marine Resources Division
223 Palafox Place
Pensacola, FL 32501

Dear Mr. Turpin:

This is to acknowledge receipt of your notice (File No. 17-0303413-001-DG) received on October 26, 2010, of intent to use a general permit for the construction of a near shore artificial reef site, pursuant to Rule 62-312.807, Florida Administrative Code. The Perdido Key Gulf Snorkel Reef site is approximately 40-feet by 280-feet, starting 510-linear feet from the MHWL of the Gulf of Mexico off of Perdido Key in a linear formation perpendicular to the shoreline. The reef will utilize one of two designs. The preferred design (according to availability) consists of 4-foot diameter Walter Reef Modules, set in rows of three, with a total of 33 reef modules within the deployment area. The alternate design consists of 2-foot diameter concrete pilings set 2-feet apart in clusters of five pilings, with each cluster set 50-feet apart, with a total of 22 clusters. The artificial reef shall meet the requirements of the rules cited within this permit. The project is located at Perdido Key, in the Gulf of Mexico, Latitude 30° 17' 41.676" West; Longitude 87° 25' 35.9754" North, in Escambia County. Based on the forms, drawings, and documents submitted with your application and attached to this letter, it appears that the project meets the requirements for the general permit listed above.

Any activities performed under a general permit are subject to general conditions required in Rule 62-4.540, F.A.C. (attached), and the specific conditions of Rule 62-312.807, F.A.C. (attached). Any deviations from these conditions may subject the permittee to enforcement action and possible penalties.

Authorization to use sovereignty submerged lands - Required

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under chapters 253 and 258 of the Florida Statutes, and chapter 18-21 of the Florida Administrative Code.

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the activity qualifies for an Letter of Consent under rule 18-21.005(1)(c) and section 253.77 of the Florida Statutes to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein. No further application is required for this.

Be advised that your neighbors and other parties who may be substantially affected by the proposed activity allowed under this determination of approval of the general permit have a right to request an administrative hearing on the Department's decision that the proposed activity qualifies for this general permit. If an administrative hearing is timely requested by a substantially affected person, the finding that the proposed activity qualifies for this general permit must be reconsidered, and it is possible that the hearing could result in a determination that the proposed activity does not qualify for the general permit. Under Rule 28-106.111 of the Florida Administrative Code, a request for such an administrative hearing must be filed with the Department's Clerk in the Office of General Counsel within 14 days of publication of notice in a newspaper of general circulation in the county where the activity is to take place.

The Department will not publish notice of this determination. *Publication of this notice by you is optional and not required for you to proceed.* However, in the event that an administrative hearing is held and the Department's determination is reversed, proceeding with the proposed activity before the time period for requesting an administrative hearing has expired would mean that the activity was conducted without the required permits.

If you wish to limit the time within which all substantially affected persons may request an administrative hearing, you may elect to publish the notice of rights of substantially affected persons, at your own expense one time only in the legal advertisement section of a newspaper of general circulation in the county where the activity is to take place.

If you wish to limit the time within which any specific person(s) may request an administrative hearing, you may provide such person(s), by certified mail, a copy of this determination.

For the purposes of publication, a newspaper of general circulation means a newspaper meeting the requirements of sections 50.011 and 50.031 of the Florida Statutes. In the event you do publish this notice, within seven days of publication, you must provide to the following address a certification or affidavit of publication issued by the newspaper. If you provide direct written notice to any person as noted above, you must provide to the following address a copy of the direct written notice: Department of Environmental Protection, at 160 Governmental Center, Suite 201, Pensacola, Florida 32501-5794.

NOTICE OF RIGHTS OF SUBSTANTIALLY AFFECTED PERSONS

This permit is hereby granted. This action is final and effective on the date filed with the Clerk of the Department unless a sufficient petition for an administrative hearing is timely filed under sections 120.569 and 120.57 of the Florida Statutes as provided below. If a sufficient petition for an administrative hearing is timely filed, this action automatically becomes only proposed agency action on the application, subject to the result of the administrative review process. Therefore, on the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because an administrative hearing may result in the reversal or substantial modification of this action, the applicant is advised not to commence construction or other activities until the deadlines noted below for filing a petition for an administrative hearing or request for an extension of time have expired.

Mediation is not available.

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. The petition must contain the information set forth below and must be filed (received by the clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Under rule 62-110.106(4) of the Florida Administrative Code, a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000,

before the applicable deadline. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon. If a request is filed late, the Department may still grant it upon a motion by the requesting party showing that the failure to file a request for an extension of time before the deadline was the result of excusable neglect.

If a timely and sufficient petition for an administrative hearing is filed, other persons whose substantial interests will be affected by the outcome of the administrative process have the right to petition to intervene in the proceeding. Intervention will be permitted only at the discretion of the presiding officer upon the filing of a motion in compliance with rule 28-106.205 of the Florida Administrative Code.

In accordance with rule 62-110.106(3), Florida Administrative Code, petitions for an administrative hearing by the applicant must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under section 120.60(3) of the Florida Statutes must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. Under section 120.60(3) of the Florida Statutes, however, any person who has asked the Department for notice of agency action may file a petition within 14 days of receipt of such notice, regardless of the date of publication.

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition for an administrative hearing within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under sections 120.569 and 120.57 of the Florida Statutes.

A petition that disputes the material facts on which the Department's action is based must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;

(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action; and

(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by rule 28-106.301.

Under sections 120.569(2)(c) and (d) of the Florida Statutes, a petition for administrative hearing must be dismissed by the agency if the petition does not substantially comply with the above requirements or is untimely filed.

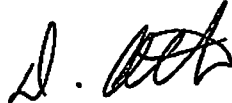
This permit constitutes an order of the Department. Subject to the provisions of paragraph 120.68(7)(a) of the Florida Statutes, which may require a remand for an administrative hearing, the applicant has the right to seek judicial review of the order under section 120.68 of the Florida Statutes, by the filing of a notice of appeal under rule 9.110 of the Florida Rules of Appellate Procedure with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000; and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when the order is filed with the Clerk of the Department. The applicant, or any party within the meaning of section 373.114(1)(a) or 373.4275 of the Florida Statutes, may also seek appellate review of the order before the Land and Water Adjudicatory Commission under section 373.114(1) or 373.4275 of the Florida Statutes. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when the order is filed with the Clerk of the Department.

Please be advised that the general permit expires five years from the date the notice to use the general permit was received by the Department. If you wish to continue this general permit beyond the expiration date, you must notify the Department at least 30 days before its expiration.

A copy of your notice also has been sent to the U.S. Army Corps of Engineers (USACOE) for review. The USACOE may require a separate permit. Failure to obtain this authorization prior to construction could subject you to enforcement action by that agency.

If you have any questions, please contact Scott Casey at (850)595-0574. When referring to this project, please use the file number listed above.

Sincerely,



Diana Athnos
Environmental Manager
Submerged Lands & Environmental
Resources Program

Enclosures: Chapter 62-4.540, General Conditions for All Noticed General Permits
Chapter 62-312.807
Approved map and drawings

c: U.S. Army Corps of Engineers
Keith Johnson, agent

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this permit,
including all copies were mailed before the close of business on
November 24, 2010 to the above listed persons.

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to 120.52(7),
Florida Statutes, with the designated Department Clerk,
receipt of which is hereby acknowledged.

| Clerk | Date |
|--------------------|-----------------|
| <u>Brandy Bass</u> | <u>11/24/10</u> |

62-4.540 General Conditions for All General Permits.

(1) The terms, conditions, requirements, limitations, and restrictions set forth in this Part are "general permit conditions" and are binding upon the permittee. The conditions are enforceable under Chapter 403, F.S.

(2) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit. The permittee is placed on notice that violation of the permit may result in suspension or revocation of the permittee's use of the general permit and may cause the Department to begin legal proceedings.

(3) The general permit does not convey any vested rights or any exclusive privileges. It does not authorize any injury to public or private property nor any invasion of personal rights. It does not authorize any infringement of federal, state or local laws or regulations. It does not eliminate the necessity for obtaining any other federal, state or local permits that may be required, or allow the permittee to violate any more stringent standards established by federal or local law.

(4) The general permit does not relieve the permittee from liability and penalties when the construction or operation of the permitted activity causes harm or injury to human health or welfare; causes harm or injury to animal, plant or aquatic life; or causes harm or injury to property. It does not allow the permittee to cause pollution in contravention of Florida Statutes and Department rules.

(5) The general permit conveys no title to land or water, nor does it constitute State recognition or acknowledgment of title. It does not constitute authority for reclamation of submerged lands. Only the Board of Trustees of the Internal Improvement Trust Fund may express State opinion as to title.

(6) No general permit shall authorize the use of state owned land without the prior consent of the Board of Trustees of the Internal Improvement Trust Fund pursuant to Section 253.77, F.S.

(7) The general permit may be modified, suspended or revoked in accordance with Chapter 120, Florida Statutes, if the Secretary determines that there has been a violation of any of the terms or conditions of the permit, there has been a violation of state water quality standards or state air quality standards, or the permittee has submitted false, incomplete or inaccurate data or information.

(8) The general permit shall not be transferred to a third party except pursuant to Fla. Admin. Code Rule 62-4.120.

(9) The general permit authorizes construction and where applicable operation of the permitted facility.

(10) The permittee agrees in using the general permit to make every reasonable effort to conduct the specific activity or construction authorized by the general permit in a manner that will minimize any adverse effects on adjacent property or on public use of the adjacent property, where applicable, and on the environment, including fish, wildlife, natural resources of the area, water quality or air quality.

(11) The permittee agrees in using the general permit to allow a duly authorized representative of the Department access to the permitted facility or activity at reasonable times to inspect and test upon presentation of credentials or other documents as may be required by law to determine compliance with the permit and the Department rules.

(12) The permittee agrees to maintain any permitted facility, or activity in good condition and in accordance with the plans submitted to the department under Rule 62-4.530(1).

(13) A permittee's use of a general permit is limited to five years. However, the permittee may request continued use of the general permit by notifying the Department pursuant to Rule 62-4.530(1). However, the permittee shall give notice of continued use of a general permit thirty days before it expires.

Specific Authority 403.814(1) FS. Law Implemented 253.123, 253.124, 403.061, 403.087, 403.088, 403.702-403.73, 403.814, 403.851-403.864 FS. History - New 7-8-82, Formerly 17-5.54, Amended 8-31-88, Formerly 17-4.540.

62-312.807 General Permit for the Construction of Artificial Reefs.

(1) A general permit is hereby granted to any person to construct an artificial reef, provided:

(a) The material to be used shall be clean concrete or rock, or clean steel boat hulls; and
(b) The material shall be free of soils, oil and greases, debris, litter, putrescible substances or other pollutants; and

(c) The material shall be firmly anchored to the bottom and shall not be indiscriminately dumped; and

(d) The material shall be placed so that the top of the reef does not exceed 1 /2 the distance from the bottom to the surface of the water unless a greater distance is required for safe navigation. At no time shall the distance between the top of the reef and the surface of the water be less than 6 feet.

(2) This general permit shall be subject to the general conditions of Rule 62-4.540, F.A.C., and the following specific conditions:

(a) The permittee shall conduct a survey of the bottomland on which the reef is to be built and shall submit the survey to the Department with notice pursuant to Rule 62-4.530, F.A.C., demonstrating that the bottom does not have grassbeds, or hardbottom or other corals; and

(b) There shall be no reefs constructed in shallow bay or estuarine bottoms; and

(c) There shall be no "white goods", asphalt material, tires or other pollutant materials used in construction of the reef; and

(d) The site shall be marked with buoys to ensure that no material is deposited

(e) outside of the site; and

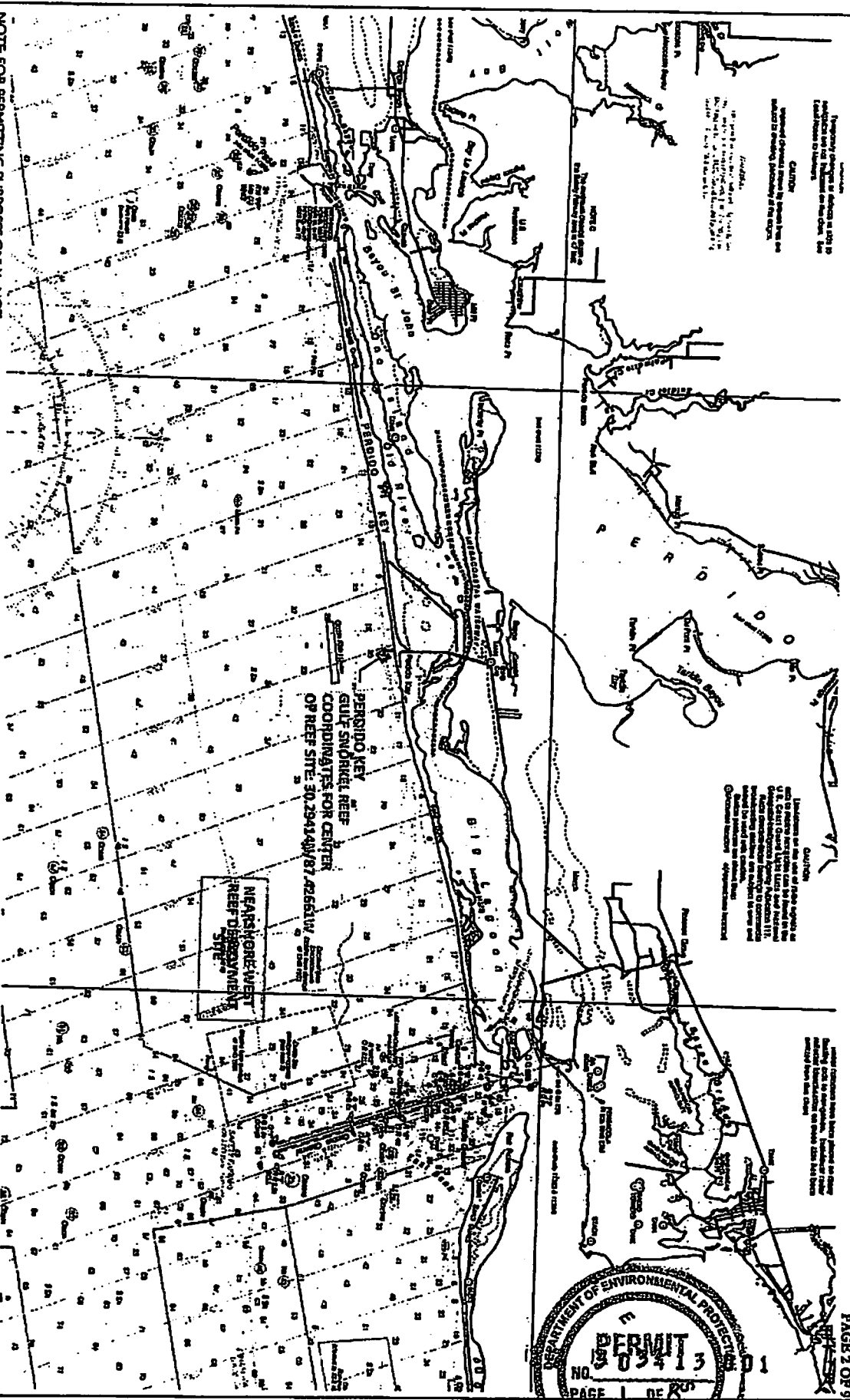
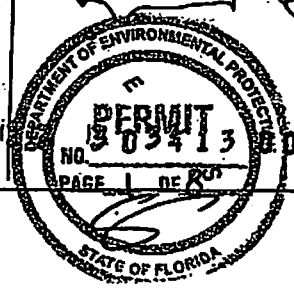
(f) The permittee shall notify the National Ocean Service, National Oceanographic and Atmospheric Association, U.S. Department of Commerce, Rockville, Maryland, of the precise location of the reef.

(g) Specific Authority 373.414(11)-(16), 373.4145, 403.805(1) FS. Law Implemented 253.123, 253.124, 373.414(11)-(16), 373.4145, 403.061, 403.087, 403.088, 403.813, 403.814, 403.817 FS. History-New 4-26-84, Formerly 17-4.68, 17-4.680, 17-12.807, 17-312.807.

WARNING: This chart is a duplicate of the original chart and is not to be used for navigation. It is intended for informational purposes only. The user assumes all responsibility for the use of this chart.

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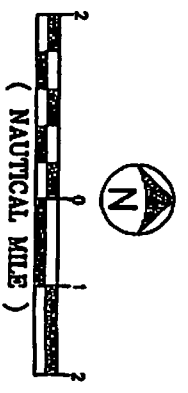


NOTE FOR PERMITTING PURPOSES ONLY. NOT RELEASED FOR CONSTRUCTION.

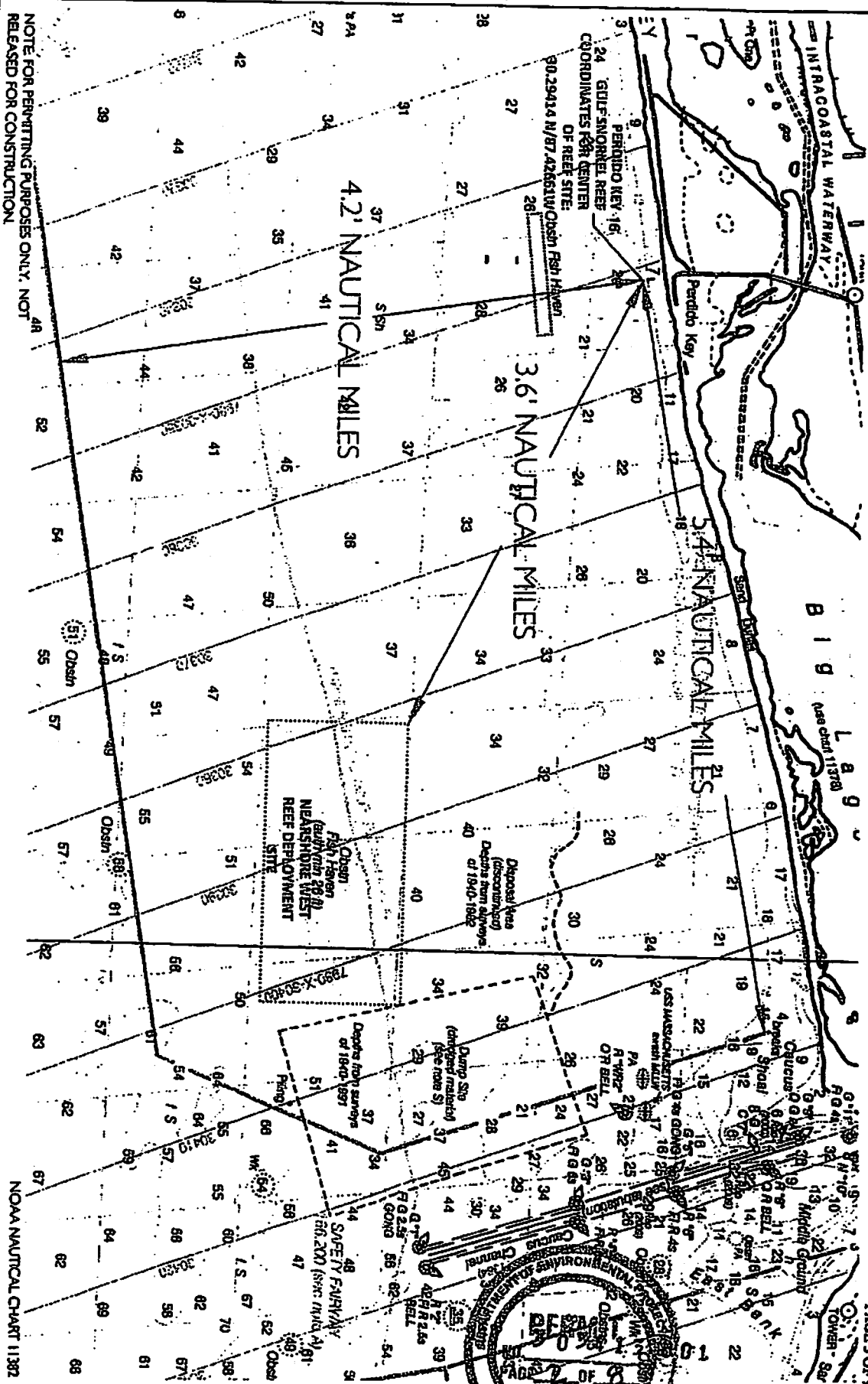
WETLAND
SCIENTIFIC
INCORPORATED

LOCATION OF REEF SITE DEPICTED
ON NOAA NAUTICAL CHART

PROJECT #2010-229
DATE: SEPTEMBER 30, 2010
DRAWN BY: KDJ
SCALE: 1" = 2 NM



NOAA NAUTICAL CHART 11382



NOTE FOR PERMITTING PURPOSES ONLY. NOT RELEASED FOR CONSTRUCTION.

WETTING

LOCATION OF REEF SITE DEPICTED
ON NOAA NAUTICAL CHART

CHITZ

PROJECT #2010-229

DATE: SEPTEMBER 30, 2010

INCORPORATED

DRAWN BY: KDJ

SCALE: 1"=1 NM



(NAUTICAL MILE)



DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
PENSACOLA REGULATORY OFFICE
41 NORTH JEFFERSON STREET, SUITE 301
PENSACOLA, FLORIDA 32502

REPLY TO
ATTENTION OF

Pensacola Permits Section
SAJ-2010-03163 (IP-SWA)

EXHIBIT "B"

February 21, 2013

Escambia County Board of County Commissioners
1190 West Leonard Street
Pensacola, Florida 32501

Dear Applicants:

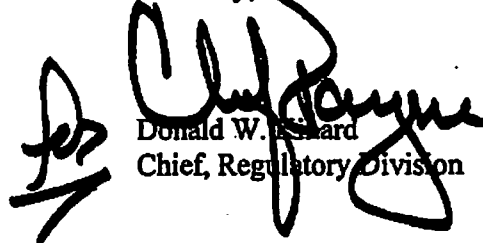
The U.S. Army Corps of Engineers (Corps) is pleased to enclose the Department of the Army permit, which should be available at the construction site. Work may begin immediately but the Corps must be notified of:

- a. The date of commencement of the work,
- b. The dates of work suspensions and resumptions of work, if suspended over a week, and
- c. The date of final completion.

This information should be mailed to the Special Projects and Enforcement Branch of the Regulatory Division of the Jacksonville District at 41 North Jefferson Street, Suite 301, Pensacola, Florida 32502. The Special Projects and Enforcement Branch is also responsible for inspections to determine whether Permittees have strictly adhered to permit conditions.

IT IS NOT LAWFUL TO DEVIATE FROM
THE APPROVED PLANS ENCLOSED.

Sincerely,


Donald W. Richard
Chief, Regulatory Division

Enclosures:
Proffered Permit

DEPARTMENT OF THE ARMY PERMIT

Permittee: Escambia County Board of County Commissioners
1190 West Leonard Street
Pensacola, Florida 32501

Permit No: SAJ-2010-03163 (SP-SWA)

Issuing Office: U.S. Army Engineer District, Jacksonville

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: Establish a near shore artificial reef area consisting of a 70 feet wide by 300 feet long deployment area, totaling 21,000 square feet, to provide habitat, fishing, diving and snorkeling opportunities. The material to be deployed will consist of either 2-foot diameter concrete pilings in clusters of five to form patch reefs, or single 5-foot diameter Walter Eco-System Reef Modules. The choice of material will be predicated upon availability.

If Walter Eco-System Modules are used, a total of 33 modules will be placed within the deployment site. The Walter Eco-System reef modules will have a diameter of 5-feet and be placed in three rows with each row placed on 25-foot centers, orientated perpendicular to the shore within the deployment area. If concrete pilings are used, 22 clusters of five 2-foot diameter concrete pilings will be placed within the deployment site. The clusters will be placed in two rows with each row placed on 25-foot centers and orientated perpendicular to the shore within the deployment area. The maximum profile height of the reef material at the southern boundary would be 8 feet and yield a minimum depth after deployment of -7.5 feet at MLW. The maximum profile height of the reef material at the northern boundary will be 2.5 feet and yield a minimum depth after deployment of -6 feet at MLW. The work described above is to be completed in accordance with the eight (8) pages of drawings affixed at the end of this permit instrument.

Project Location: The artificial reef site is located in the Gulf of Mexico, approximately 500 linear feet south of the southern shore of Perdido Key, directly south of Escambia County public access #1, Escambia County, Florida. The site is located approximately 6.30 nautical miles, west south west of Pensacola Pass and approximately 4.2 nautical miles north of the east/west safety fairway and 5.4 nautical miles from the north/south safety fairway.

Directions to site: From downtown Pensacola, travel west on Garden Street (U.S. 98). Turn left onto Barrancas Ave (FL-292) and continue straight as the road changes names to Sorrento

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PERMITTEE: Escambia County Board of County Commissioners
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Road/Perdido Key Drive (FL-292). Turn left onto Johnsons Beach Road. Turn right onto Sandy Key Drive. Public parking associated with public beach access #1 is on the right hand side of the road at the turn onto Sandy Key Drive. Use public access #1 to enter the beach. Project location is approximately 500 linear feet south of the Perdido Key shoreline.

Latitude & Longitude:

NE Site Corner: Latitude 30.29494 North
Longitude 87.42662 West

NW Site Corner: Latitude 30.29490 North
Longitude 87.42683 West

SE Site Corner: Latitude 30.29414 North
Longitude 87.42642 West

SW Site Corner: Latitude 30.29410 North
Longitude 87.42664 West

Permit Conditions

General Conditions:

1. The time limit for completing the work authorized ends on **February 14, 2018**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

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4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. **Reporting Addresses:** The Permittee shall reference this permit number, SAJ-2012-03163 (SP-SWA), on all correspondence. Unless specifically notified to the contrary, the Permittee shall use the following addresses for transmitting correspondence to the referenced agencies:

(a) U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section
41 North Jefferson Street, Suite 301
Pensacola, Florida 32502
The Permittee shall reference this permit number,
SAJ-2010-03163 (SP-SWA), on all submittals.
Or email at: CESAJ-ComplyDocs@usace.army.mil

(b) National Oceanic and Atmospheric Administration
(NOAA), Marine Chart Division, Office of
Coast Survey, N/CS26, Sta. 7317
1315 East-West Highway
Silver Springs, MD, 20910-3282
Or email at: ocs.ndb@noaa.gov.

(c) Commander, U.S. Coast Guard (USCG)
8th Coast Guard District
Hale Boggs Federal Building
500 Poydras Street
New Orleans, LA 70130

(d) Florida Fish and Wildlife Conservation Commission
(FWC), Artificial Reef Program,
620 S. Meridian Street, Box 4B2
Tallahassee, FL 32399.

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Or email at: artificialreefdeployments@MyFWC.com

2. Initial Agency Notification: The Permittee shall provide to the Corps, NOAA and USCG written notification of the planned deployment start date at least two weeks prior to the initial deployment on the authorized artificial reef site.

3. Protection of Existing Resources: The Permittee shall not deploy artificial reef materials until an assessment of the bottom conditions have been accomplished by diver, submersible video camera, fathometer, depth/bottom sounder (e.g. "fish finder"), or side-scan sonar. The inspection of the deployment area may occur at the time of deployment, but no more than one year prior to deployment. The Permittee shall maintain a deployment buffer of at least 200 feet from any submerged beds of sea grasses, coral reefs, live bottom, areas supporting growth of sponges, sea fans, soft corals, and other sessile macroinvertebrates generally associated with rock outcrops, oyster reefs, scallop beds, clam beds, or areas where there are unique or unusual concentrations of bottom-dwelling marine organisms. If, during the inspection, evidence is observed of cultural/archaeological resources, such as sunken vessels, ballast, historic refuse piles, or carenage areas the Corps will be notified by the Permittee and the above referenced deployment buffer will be implemented. The Permittee shall maintain a record of the information gained during the inspection such that it can be provided upon request to the Corps.

4. Pre-Deployment Notification: No less than 14 days prior to deployment of material on an artificial reef, the Permittee shall transmit by electronic mail ("email") a complete and signed "*Florida Artificial Reef Materials Cargo Manifest and Pre-Deployment Notification*" form, attached to this permit, to the Corps and FWC to allow inspection of the proposed reef materials as deemed necessary by the agencies. Inspection is allowable at the staging area. By signing the Pre-Deployment Notification the Permittee certifies that all materials are free from asphalt, petroleum, other hydrocarbons and toxic residues. The Permittee shall not deploy material if notified by the Corps or FWC that the material is questionable. The material needs to be evaluated before it is released for deployment. Any material that is deemed unacceptable for reef material will be disposed in an approved upland disposal site.

Deployment of the material shall not occur until after the end of the 14-day inspection period. The Permittee shall ensure both a copy of the Corps permit and the signed "*Florida Artificial Reef Materials Cargo Manifest and Pre-Deployment Notification Form*" are maintained aboard the deployment vessel at all times during loading, transit, and deployment.

5. Post-Deployment Placement Report/As-Built Drawing: No less than 30 days after deployment at the reef site, the Permittee shall transmit by email to the Corps, FWC, an NOAA a complete and signed "*Florida Artificial Reef Materials Placement Report and Post-Deployment Notification*" form attached to this permit. Please note, the Corps requires the latitude and longitude to be accurate within 5 meters horizontal distance on the post-deployment report. Attach to the report, an as-built drawing that contains the approximate deployment

configurations and the height of the material after placement. Depth shall be verified utilizing fathometer, depth sounder, or similar device accurate to within 1 meter. Also, include information on the condition of the material at the time of deployment. The report and drawing shall be limited to a few pages per deployment. Representative photographs and/or video, if available, are encouraged to be submitted.

6. Ownership/Maintenance/Liability: By signing this permit, the Permittee certifies and acknowledges ownership of all artificial reef materials deployed on the reef, accepts responsibility for maintenance of the artificial reef, and possesses the ability to assume liability for all damages that may arise with respect to the artificial reef.

7. Assurance of Navigation and Maintenance: The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

8. Sea Turtle, Smalltooth Sawfish and Sturgeon Conditions: The Permittee shall comply with the attached National Marine Fisheries Service's "*Sea Turtle and Smalltooth Sawfish Construction Conditions*", which also applies to sturgeon.

9. Manatee Conditions: The Permittee shall comply with the attached "*Standard Manatee Conditions for In-Water Work – 2011.*"

10. Protected Species Guidance: The Permittee shall comply with the attached "*Vessel Strike Avoidance Measures and Injured or Dead Protected Species Reporting*" guidance for marine turtles and marine mammals.

11. Self-Certification: Within 60 days of completion of the authorized work or at the expiration of the construction authorization of this permit, whichever occurs first, the Permittee shall complete the attached "*Self-Certification Statement of Compliance*" form and submit to the Corps. In the event that the completed work deviates, in any manner, from the authorized work, the Permittee shall describe, on the Self-Certification Form, the deviations between the work authorized by the permit and the work as constructed. Please note that the description of any deviations on the Self-Certification Form does not constitute approval of any deviations by the Corps.

12. Cultural Resources/Historic Properties:

PERMIT NUMBER: SAJ-2010-03163 (SP-SWA)
PERMITTEE: Escambia County Board of County Commissioners
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a. No structure or work shall adversely affect impact or disturb properties listed in the National Register of Historic Places (NRHP) or those eligible for inclusion in the NRHP.

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work in the vicinity and notify the Corps. The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. A cultural resources assessment may be required of the permit area, if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO and the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work in the vicinity shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist. The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist, SHPO and the Corps.

e. In the unlikely event that human remains are encountered on federal or tribal lands, or in situations where Archaeological Resources Protection Act of 1979, or Native American Graves Protection Repatriation Act of 1990 applies, all work in the vicinity shall immediately cease and the Permittee immediately notify the Corps. The Corps shall then notify the appropriate THPO(s) and SHPO. Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. After such notification, project activities on federal lands shall not resume without written authorization from the Corps, and/or appropriate THPO(s), SHPO, and federal manager. After such notification, project activities on tribal lands shall not resume without written authorization from the appropriate THPO(s) and the Corps.

Further Information:

PERMIT NUMBER: SAJ-2010-03163 (SP-SWA)
PERMITTEE: Escambia County Board of County Commissioners
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1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

(X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

() Section 404 of the Clean Water Act (33 U.S.C. 1344).

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

PERMIT NUMBER: SAJ-2010-03163 (SP-SWA)
PERMITTEE: Escambia County Board of County Commissioners
PAGE 8 of 11

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.**
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).**
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.**

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

PERMIT NUMBER: SAJ-2010-03163 (SP-SWA)

PERMITTEE: Escambia County Board of County Commissioners

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Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

Keith Wilkins
(PERMITTEE)

2-21-13
(DATE)

Keith Wilkins
(PERMITTEE NAME-PRINTED)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

Alan M. Dodd
(DISTRICT ENGINEER)
Alan M. Dodd,
Colonel, U.S. Army
District Commander

22 Feb 2013
(DATE)

for
7

PERMIT NUMBER: SAJ-2010-03163 (SP-SWA)
PERMITTEE: Escambia County Board of County Commissioners
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When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

SIGNATURE) (DATE) _____ (TRANSFEREE-

(NAME-PRINTED)

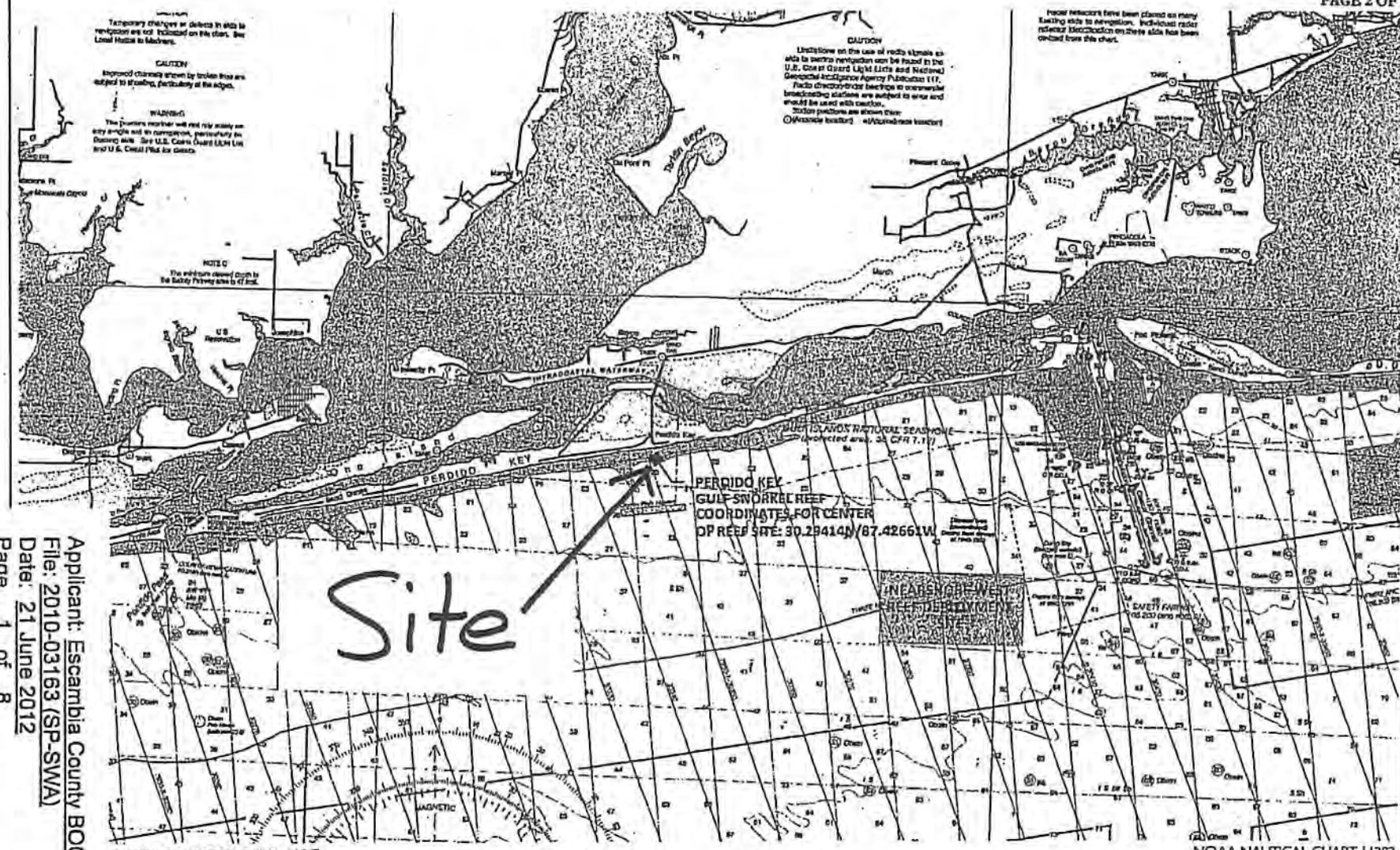
(ADDRESS)

(CITY, STATE, AND ZIP CODE)

PERMIT NUMBER: SAJ-2010-03163 (SP-SWA)
PERMITTEE: Escambia County Board of County Commissioners
PAGE 11 of 11

***Attachments to Department of the Army
Permit Number SAJ-2010-03163***

1. PERMIT DRAWINGS: Eight (8) pages, dated 21 June 2012.
2. WATER QUALITY CERTIFICATION: Specific Conditions of the water quality permit/certification in accordance with General Condition number 5 on page 3 of this DA permit. Six (6) pages.
3. SEA TURTLE, SAWFISH AND STURGEON CONDITIONS: One (1) page.
4. MANATEE CONDITIONS: One (1) page.
5. VESSEL STRIKE AVOIDANCE MEASURES: Two (2) pages.
6. FLORIDA ARTIFICIAL REEF MATERIALS CARGO MANIFEST AND PRE-DEPLOYMENT NOTIFICATION FORM:
7. FLORIDA ARTIFICIAL REEF MATERIALS PLACEMENT REPORT AND POST-DEPLOYMENT NOTIFICATION FORM:
8. SELF-CERTIFICATION FORM: One (1) page.



Applicant: Escambia County BOCC
File: 2010-03163 (SP-SWA)
Date: 21 June 2012
Page 1 of 8

MITTING PURPOSES ONLY. NOT
CONSTRUCTION.



LOCATION OF REEF SITE DEPICTED ON NOAA NAUTICAL CHART

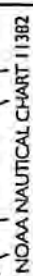
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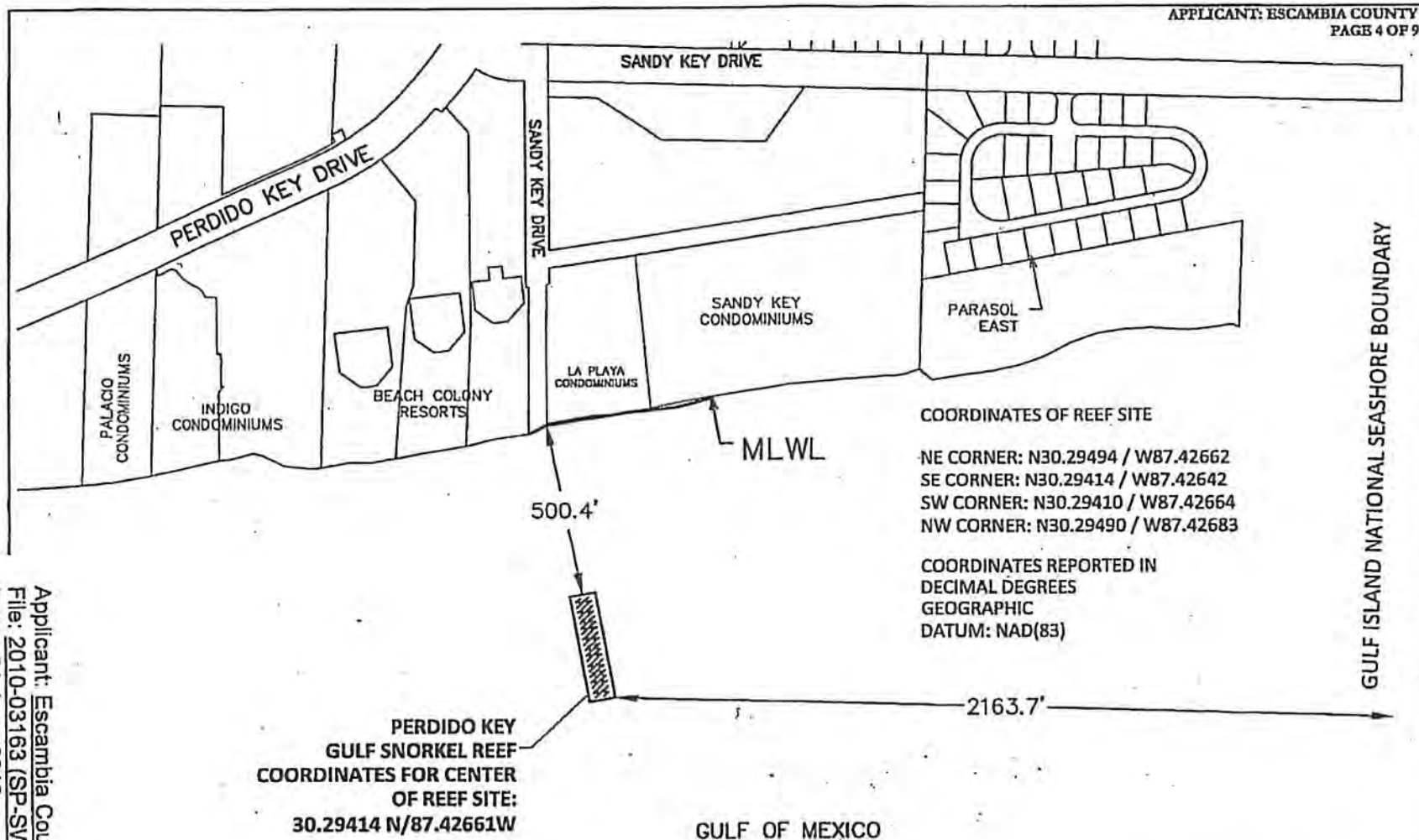


STANDARD ELECTRIC

PROJECT #2010-229

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Applicant: Escambia County BOCC
File: 2010-03163 (SP-SWA)
Date: 21 June 2012
Page 2 of 8



COORDINATES OF REEF SITE
NE CORNER: N30.29494 / W87.42662
SE CORNER: N30.29414 / W87.42642
SW CORNER: N30.29410 / W87.42664
NW CORNER: N30.29490 / W87.42683
COORDINATES REPORTED IN
DECIMAL DEGREES
GEOGRAPHIC
DATUM: NAD(83)

PERDIDO KEY
GULF SNORKEL REEF
COORDINATES FOR CENTER
OF REEF SITE:
30.29414 N/87.42661W

NOTE: FOR PERMITTING PURPOSES
ONLY. NOT RELEASED FOR
CONSTRUCTION.



Applicant: Escambia County BOCC
File: 2010-03163 (SP-SWA)
Date: 21 June 2012
Page 3 of 8



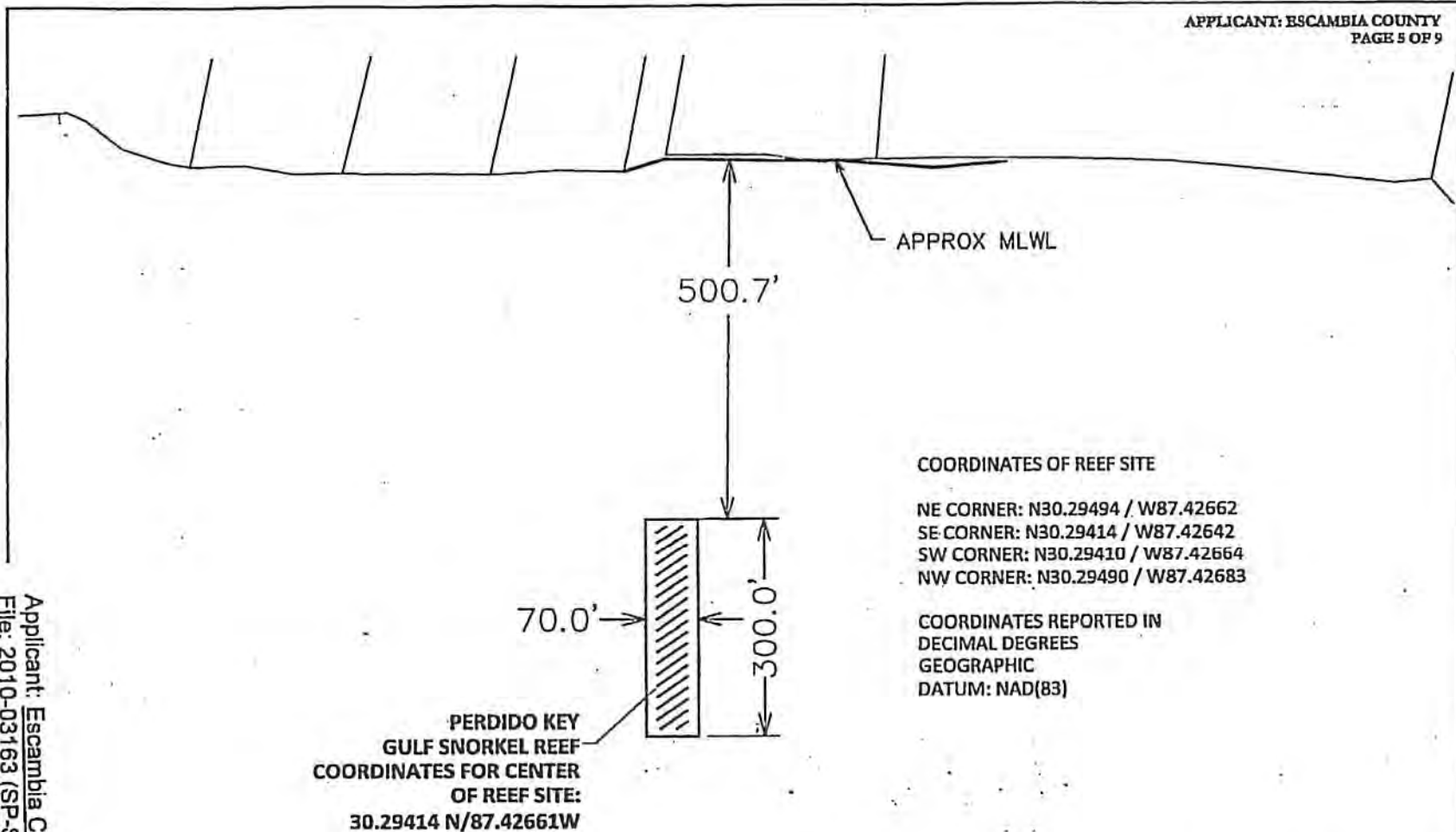
PLAN VIEW OF PROPOSED REEF SITE

PROJECT #2010-229

DATE: FEBRUARY 14, 2013

DRAWN BY: KDJ

SCALE: 1" = 400'



Applicant: Escambia County BOCC
File: 2010-03163 (SP-SWA)
Date: 21 June 2012
Page 4 of 8

VETLAND
SCIENCES
INCORPORATED

CLOSE UP PLAN VIEW OF PROPOSED REEF SITE

PROJECT #2010-229

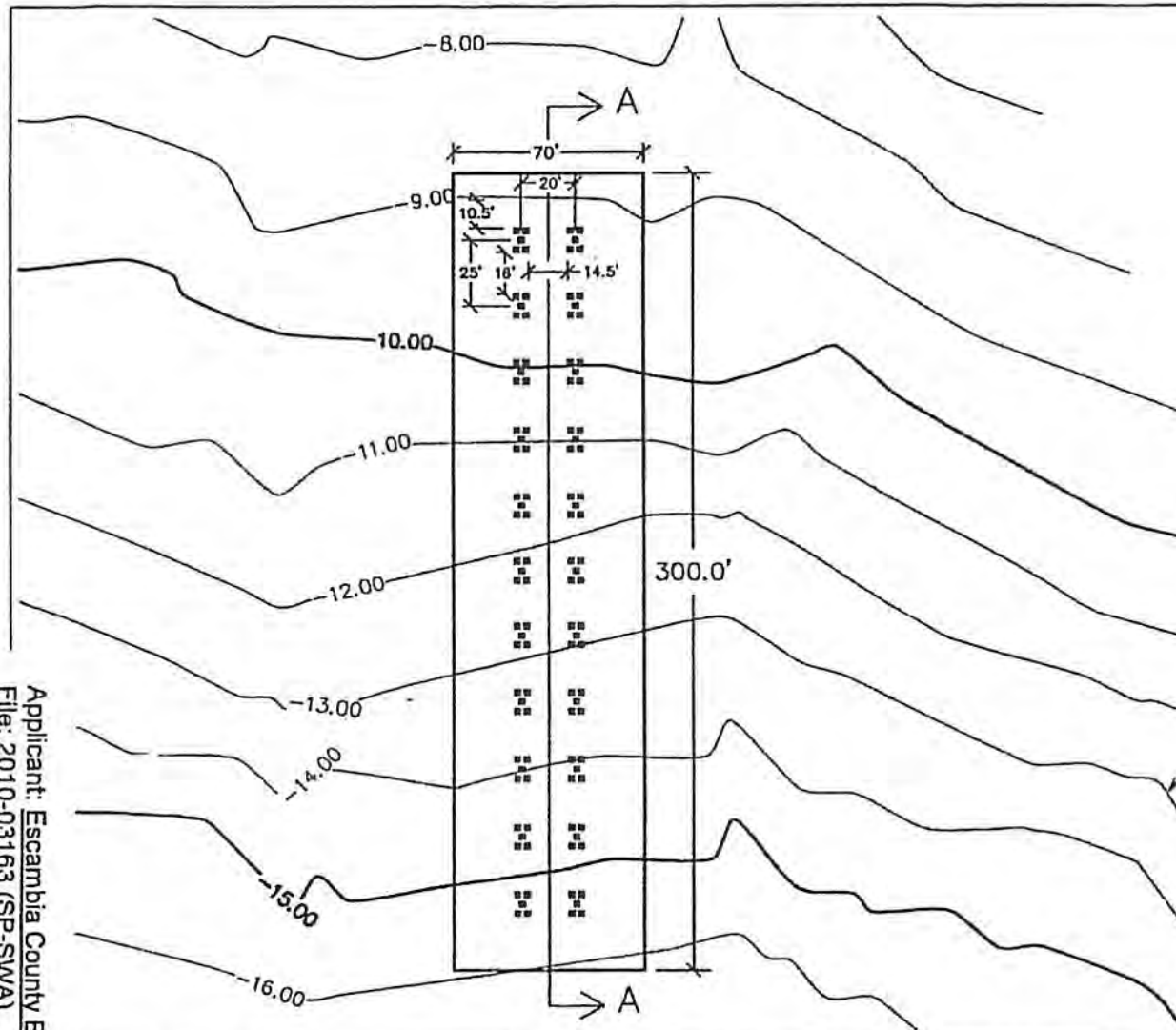
DATE: FEBRUARY 14, 2013

DRAWN BY: KDJ

SCALE: 1"= 200'

NOTE: FOR PERMITTING PURPOSES
ONLY. NOT RELEASED FOR
CONSTRUCTION.





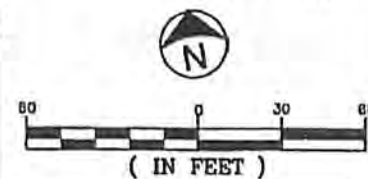
COORDINATES OF REEF SITE

NE CORNER: N30.29494 / W87.42662
SE CORNER: N30.29414 / W87.42642
SW CORNER: N30.29410 / W87.42664
NW CORNER: N30.29490 / W87.42683

COORDINATES REPORTED IN
DECIMAL DEGREES
GEOGRAPHIC
DATUM: NAD(83)

CONTOURS
REFERENCED
TO MLLW

NOTE: FOR PERMITTING PURPOSES
ONLY. NOT RELEASED FOR
CONSTRUCTION.



Applicant: Escambia County BOCC
File: 2010-03163 (SP-SWA)
Date: 21 June 2012
Page 5 of 8

VETLAND
SCIENCES
INCORPORATED

PLAN VIEW OF REEF DEPLOYMENT SITE
CONSIDERING CONCRETE PILINGS

PROJECT #2010-229

DATE: June 14, 2012

DRAWN BY: KDJ

SCALE: 1" = 60'

COORDINATES OF REEF SITE

NE CORNER: N30.29494 / W87.42662

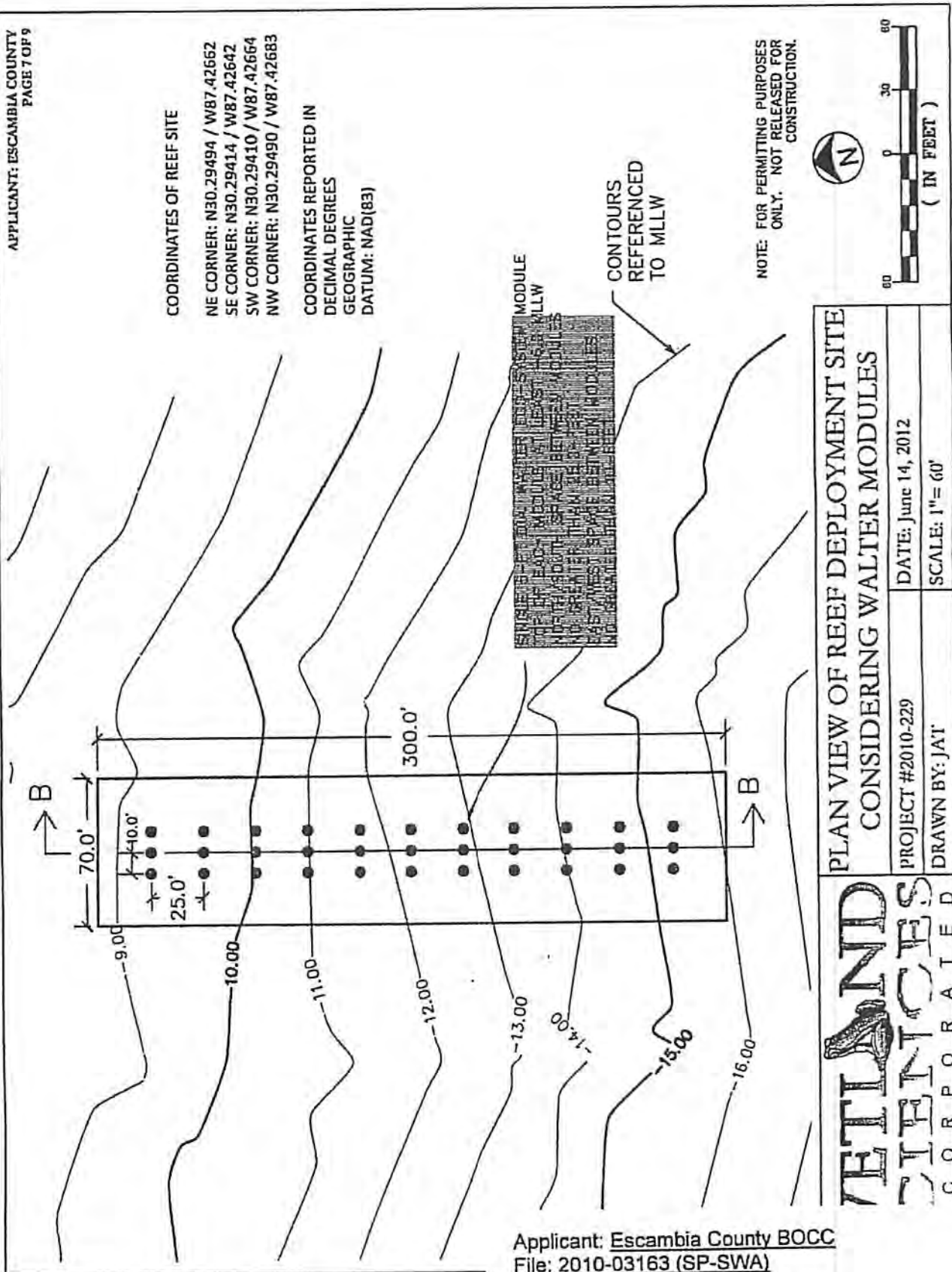
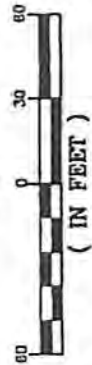
SE CORNER: N30.29414 / W87.42642

SW CORNER: N30.29410 / W87.42664

NW CORNER: N30.29490 / W87.42683

COORDINATES REPORTED IN
DECIMAL DEGREES
GEOGRAPHIC
DATUM: NAD(83)

NOTE: FOR PERMITTING PURPOSES
ONLY. NOT RELEASED FOR
CONSTRUCTION.



PLAN VIEW OF REEF DEPLOYMENT SITE
CONSIDERING WALTER MODULES

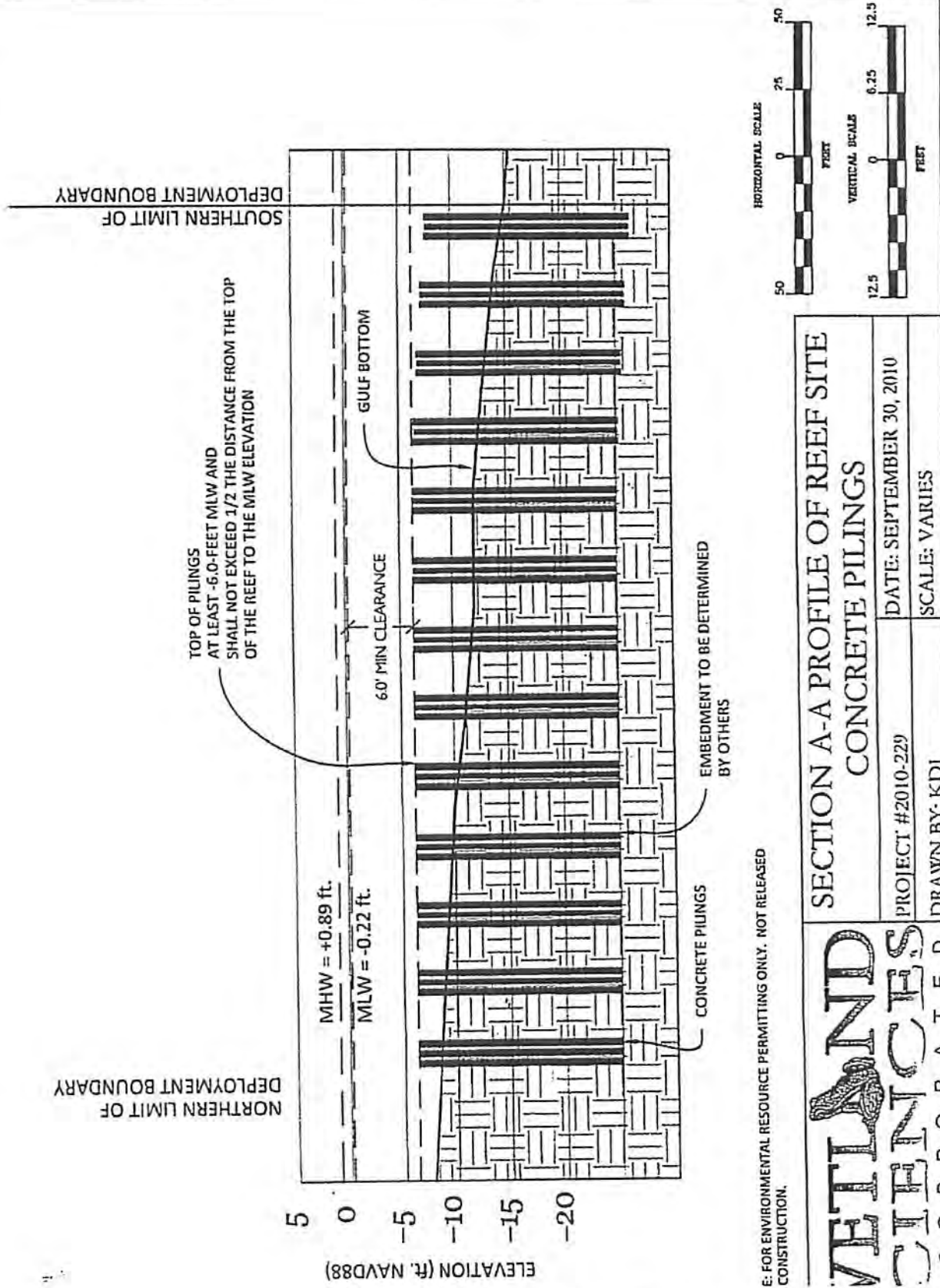
DATE: June 14, 2012

PROJECT #2010-229

SCALE: 1" = 60'

DRAWN BY: JAT

ATLANTIC
TECHNICALS
CORPORATED



E: FOR ENVIRONMENTAL RESOURCE PERMITTING ONLY. NOT RELEASED
CONSTRUCTION.

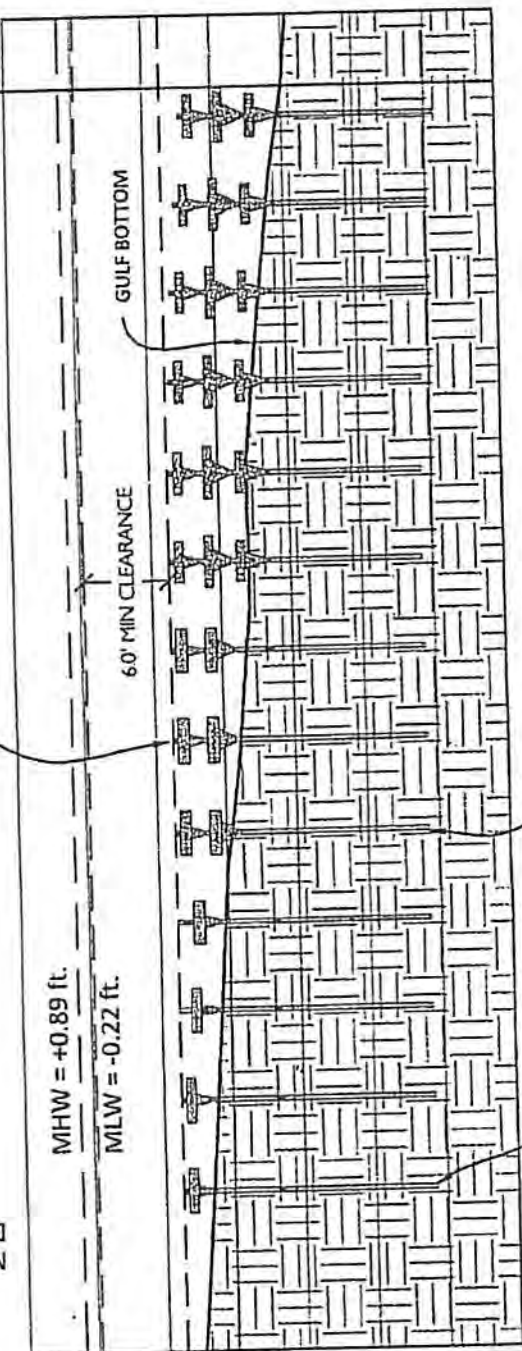
**SECTION A-A PROFILE OF REEF SITE
CONCRETE PILINGS**

| | |
|-------------------|--------------------------|
| PROJECT #2010-229 | DATE: SEPTEMBER 30, 2010 |
| DRAWN BY: KDI | SCALE: VARIES |

**WETLAND
SCIENTIFICS
CORPORATED**

NORTHERN LIMIT OF
DEPLOYMENT BOUNDARY

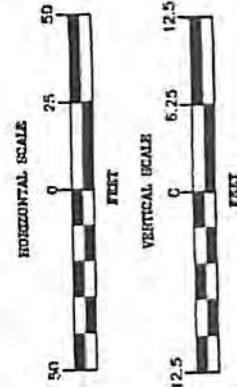
TOP OF MODULE
AT LEAST -5.0- FEET MLW AND
SHALL NOT EXCEED 1/2 THE DISTANCE FROM THE TOP
OF THE REEF TO THE MLW ELEVATION



COMPOSITE PEARSON PILING
EMBEDMENT TO BE DETERMINED
BY OTHERS

INDIVIDUAL WALTER
ECO-SYSTEM REEF MODULE

E: FOR ENVIRONMENTAL RESOURCE PERMITTING ONLY. NOT RELEASED
FOR CONSTRUCTION.



SECTION B-B PROFILE OF REEF SITE WATER ECO REEF MODULES

DATE: SEPTEMBER 30, 2010

PROJECT #2010-229

DRAWN BY: KDI

SCALE: VARIES

VETLAND
SCIENCES
CORPORATED

IN (ft. NAVD88)



Florida Department of
Environmental Protection
160 Governmental Center, Suite 308
Pensacola, Florida 32502-5794

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Mimi A. Drew
Secretary

November 24, 2010

Escambia County Board of County Commissioners
% Robert Turpin, Mariager
Marine Resources Division
223 Palafox Place
Pensacola, FL 32501

Dear Mr. Turpin:

This is to acknowledge receipt of your notice (File No. 17-0303413-001-DG) received on October 26, 2010, of intent to use a general permit for the construction of a near shore artificial reef site, pursuant to Rule 62-312.807, Florida Administrative Code. The Perdido Key Gulf Snorkel Reef site is approximately 40-feet by 280-feet, starting 510-linear feet from the MHWL of the Gulf of Mexico off of Perdido Key in a linear formation perpendicular to the shoreline. The reef will utilize one of two designs. The preferred design (according to availability) consists of 4-foot diameter Walter Reef Modules, set in rows of three, with a total of 33 reef modules within the deployment area. The alternate design consists of 2-foot diameter concrete pilings set 2-feet apart in clusters of five pilings, with each cluster set 50-feet apart, with a total of 22 clusters. The artificial reef shall meet the requirements of the rules cited within this permit. The project is located at Perdido Key, in the Gulf of Mexico, Latitude 30° 17' 41.676" West; Longitude 87° 25' 35.9754" North, in Escambia County. Based on the forms, drawings, and documents submitted with your application and attached to this letter, it appears that the project meets the requirements for the general permit listed above.

Any activities performed under a general permit are subject to general conditions required in Rule 62-4.540, F.A.C. (attached), and the specific conditions of Rule 62-312.807, F.A.C. (attached). Any deviations from these conditions may subject the permittee to enforcement action and possible penalties.

Authorization to use sovereignty submerged lands - Required

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under chapters 253 and 258 of the Florida Statutes, and chapter 18-21 of the Florida Administrative Code.

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the activity qualifies for an Letter of Consent under rule 18-21.005(1)(c) and section 253.77 of the Florida Statutes to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein. No further application is required for this.

Be advised that your neighbors and other parties who may be substantially affected by the proposed activity allowed under this determination of approval of the general permit have a right to request an administrative hearing on the Department's decision that the proposed activity qualifies for this general permit. If an administrative hearing is timely requested by a substantially affected person, the finding that the proposed activity qualifies for this general permit must be reconsidered, and it is possible that the hearing could result in a determination that the proposed activity does not qualify for the general permit. Under Rule 28-106.111 of the Florida Administrative Code, a request for such an administrative hearing must be filed with the Department's Clerk in the Office of General Counsel within 14 days of publication of notice in a newspaper of general circulation in the county where the activity is to take place.

The Department will not publish notice of this determination. *Publication of this notice by you is optional and not required for you to proceed.* However, in the event that an administrative hearing is held and the Department's determination is reversed, proceeding with the proposed activity before the time period for requesting an administrative hearing has expired would mean that the activity was conducted without the required permits.

If you wish to limit the time within which all substantially affected persons may request an administrative hearing, you may elect to publish the notice of rights of substantially affected persons, at your own expense one time only in the legal advertisement section of a newspaper of general circulation in the county where the activity is to take place.

If you wish to limit the time within which any specific person(s) may request an administrative hearing, you may provide such person(s), by certified mail, a copy of this determination.

For the purposes of publication, a newspaper of general circulation means a newspaper meeting the requirements of sections 50.011 and 50.031 of the Florida Statutes. In the event you do publish this notice, within seven days of publication, you must provide to the following address a certification or affidavit of publication issued by the newspaper. If you provide direct written notice to any person as noted above, you must provide to the following address a copy of the direct written notice: Department of Environmental Protection, at 160 Governmental Center, Suite 201, Pensacola, Florida 32501-5794.

NOTICE OF RIGHTS OF SUBSTANTIALLY AFFECTED PERSONS

This permit is hereby granted. This action is final and effective on the date filed with the Clerk of the Department unless a sufficient petition for an administrative hearing is timely filed under sections 120.569 and 120.57 of the Florida Statutes as provided below. If a sufficient petition for an administrative hearing is timely filed, this action automatically becomes only proposed agency action on the application, subject to the result of the administrative review process. Therefore, on the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because an administrative hearing may result in the reversal or substantial modification of this action, the applicant is advised not to commence construction or other activities until the deadlines noted below for filing a petition for an administrative hearing or request for an extension of time have expired.

Mediation is not available.

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. The petition must contain the information set forth below and must be filed (received by the clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Under rule 62-110.106(4) of the Florida Administrative Code, a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000,

before the applicable deadline. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon. If a request is filed late, the Department may still grant it upon a motion by the requesting party showing that the failure to file a request for an extension of time before the deadline was the result of excusable neglect.

If a timely and sufficient petition for an administrative hearing is filed, other persons whose substantial interests will be affected by the outcome of the administrative process have the right to petition to intervene in the proceeding. Intervention will be permitted only at the discretion of the presiding officer upon the filing of a motion in compliance with rule 28-106.205 of the Florida Administrative Code.

In accordance with rule 62-110.106(3), Florida Administrative Code, petitions for an administrative hearing by the applicant must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under section 120.60(3) of the Florida Statutes must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. Under section 120.60(3) of the Florida Statutes, however, any person who has asked the Department for notice of agency action may file a petition within 14 days of receipt of such notice, regardless of the date of publication.

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition for an administrative hearing within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under sections 120.569 and 120.57 of the Florida Statutes.

A petition that disputes the material facts on which the Department's action is based must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;

(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action; and

(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by rule 28-106.301.

Under sections 120.569(2)(c) and (d) of the Florida Statutes, a petition for administrative hearing must be dismissed by the agency if the petition does not substantially comply with the above requirements or is untimely filed.

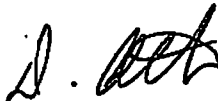
This permit constitutes an order of the Department. Subject to the provisions of paragraph 120.68(7)(a) of the Florida Statutes, which may require a remand for an administrative hearing, the applicant has the right to seek judicial review of the order under section 120.68 of the Florida Statutes, by the filing of a notice of appeal under rule 9.110 of the Florida Rules of Appellate Procedure with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000; and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when the order is filed with the Clerk of the Department. The applicant, or any party within the meaning of section 373.114(1)(a) or 373.4275 of the Florida Statutes, may also seek appellate review of the order before the Land and Water Adjudicatory Commission under section 373.114(1) or 373.4275 of the Florida Statutes. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when the order is filed with the Clerk of the Department.

Please be advised that the general permit expires five years from the date the notice to use the general permit was received by the Department. If you wish to continue this general permit beyond the expiration date, you must notify the Department at least 30 days before its expiration.

A copy of your notice also has been sent to the U.S. Army Corps of Engineers (USACOE) for review. The USACOE may require a separate permit. Failure to obtain this authorization prior to construction could subject you to enforcement action by that agency.

If you have any questions, please contact Scott Casey at (850)595-0574. When referring to this project, please use the file number listed above.

Sincerely,



Diana Athnos
Environmental Manager
Submerged Lands & Environmental
Resources Program

Enclosures: Chapter 62-4.540, General Conditions for All Noticed General Permits
Chapter 62-312.807
Approved map and drawings

c: U.S. Army Corps of Engineers
Keith Johnson, agent



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southeast Regional Office
263 13th Avenue South
St. Petersburg, FL 33701

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

- a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.
- b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.
- c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.
- d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.
- e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.
- f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.
- g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006

O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc



STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com



Vessel Strike Avoidance Measures and Reporting for Mariners NOAA Fisheries Service, Southeast Region

Background

The National Marine Fisheries Service (NMFS) has determined that collisions with vessels can injure or kill protected species (e.g., endangered and threatened species, and marine mammals). The following standard measures should be implemented to reduce the risk associated with vessel strikes or disturbance of these protected species to discountable levels. NMFS should be contacted to identify any additional conservation and recovery issues of concern, and to assist in the development of measures that may be necessary.

Protected Species Identification Training

Vessel crews should use an Atlantic and Gulf of Mexico reference guide that helps identify protected species that might be encountered in U.S. waters of the Atlantic Ocean, including the Caribbean Sea, and Gulf of Mexico. Additional training should be provided regarding information and resources available regarding federal laws and regulations for protected species, ship strike information, critical habitat, migratory routes and seasonal abundance, and recent sightings of protected species.

Vessel Strike Avoidance

In order to avoid causing injury or death to marine mammals and sea turtles the following measures should be taken when consistent with safe navigation:

1. Vessel operators and crews should maintain a vigilant watch for marine mammals and sea turtles to avoid striking sighted protected species.
2. When whales are sighted, maintain a distance of 100 yards or greater between the whale and the vessel.
3. When sea turtles or small cetaceans are sighted, attempt to maintain a distance of 50 yards or greater between the animal and the vessel whenever possible.
4. When small cetaceans are sighted while a vessel is underway (e.g., bow-riding), attempt to remain parallel to the animal's course. Avoid excessive speed or abrupt changes in direction until the cetacean has left the area.
5. Reduce vessel speed to 10 knots or less when mother/calf pairs, groups, or large assemblages of cetaceans are observed near an underway vessel, when safety permits. A single cetacean at the surface may indicate the presence of submerged animals in the vicinity; therefore, prudent precautionary measures should always be exercised. The vessel should attempt to route around the animals, maintaining a minimum distance of 100 yards whenever possible.

6. Whales may surface in unpredictable locations or approach slowly moving vessels. When an animal is sighted in the vessel's path or in close proximity to a moving vessel and when safety permits, reduce speed and shift the engine to neutral. Do not engage the engines until the animals are clear of the area.

Additional Requirements for the North Atlantic Right Whale

1. If a sighted whale is believed to be a North Atlantic right whale, federal regulation requires a minimum distance of 500 yards be maintained from the animal (50 CFR 224.103 (c)).
2. Vessels entering North Atlantic right whale critical habitat are required to report into the Mandatory Ship Reporting System.
3. Mariners should check with various communication media for general information regarding avoiding ship strikes and specific information regarding North Atlantic right whale sighting locations. These include NOAA weather radio, U.S. Coast Guard NAVTEX broadcasts, and Notices to Mariners. Commercial mariners calling on United States ports should view the most recent version of the NOAA/USCG produced training CD entitled "A Prudent Mariner's Guide to Right Whale Protection" (contact the NMFS Southeast Region, Protected Resources Division for more information regarding the CD).
4. Injured, dead, or entangled right whales should be immediately reported to the U.S. Coast Guard via VHF Channel 16.

Injured or Dead Protected Species Reporting

Vessel crews should report sightings of any injured or dead protected species immediately, regardless of whether the injury or death is caused by your vessel.

Report marine mammals to the Southeast U.S. Stranding Hotline: 877-433-8299
Report sea turtles to the NMFS Southeast Regional Office: 727-824-5312

If the injury or death of a marine mammal was caused by a collision with your vessel, responsible parties should remain available to assist the respective salvage and stranding network as needed. NMFS' Southeast Regional Office should be immediately notified of the strike by email (takereport.nmfs@noaa.gov) using the attached vessel strike reporting form.

For additional information, please contact the Protected Resources Division at:

NOAA Fisheries Service
Southeast Regional Office

263 13th Avenue South
St. Petersburg, FL 33701
Tel: (727) 824-5312

Visit us on the web at <http://sero.nmfs.noaa.gov>



**FLORIDA ARTIFICIAL REEF MATERIALS
CARGO MANIFEST AND PRE-DEPLOYMENT NOTIFICATION**
(Issued pursuant to Ch. 370.25(6)(b), Florida Statutes)



I, _____
Name of individual managing reef deployment (print) Signature Date

whose address is _____
Street City State Zip Code Phone

declare that I am staging and transporting the following artificial reef construction materials allowable pursuant to the U.S. Army Corps of Engineers Artificial Reef Permit referenced below and agree to comply with all permit conditions in the permit listed below and attached to this manifest. I understand this artificial reef site is open to public access and this authorization does not provide any rights or exclusive private use over those rights or uses to the general public.

The address of the land based reef materials staging area is: _____

Transporting Vessel Registration Number: _____

Vessel Owner: _____ Vessel Operator: _____

The following items are to be deployed as reef material (attach additional sheets when more than four locations):

| MATERIAL TAG ID NUMBER(S), if applicable | Descriptions of material (number of pieces, type, dimension, weight) | GPS Coordinates degrees, minutes, decimal minutes (DD°MM.mmm') |
|--|---|--|
| | | Lat: _____ Lon: _____ |
| | | Lat: _____ Lon: _____ |
| | | Lat: _____ Lon: _____ |
| | | Lat: _____ Lon: _____ |

A copy of the below referenced permit(s) and all associated conditions is attached to this manifest and shall be carried on board the vessel during loading, storing, or transporting artificial reef material.

— OFFICIAL USE ONLY —

(TO BE COMPLETED BY PERMIT HOLDER, OR AUTHORIZED ARTIFICIAL REEF INSPECTOR)

Permit Holder: _____
Name of U.S. Department of the Army, Corps of Engineers (ACOE) Permit Holder

ACOE permit number _____, permitted site name _____

issued on _____ and has an expiration date of _____

Local tracking number (if applicable): _____

(Name of FWC authorized Artificial Reef Inspector, printed)

(Signature)

(Date)

EXPLANATION SHEET FOR THE ARTIFICIAL REEF MATERIALS CARGO MANIFEST FORM

The attached artificial reef cargo manifest has been developed in compliance with subsection 370.25 (6)(b), Florida Statutes, which states that:

"It is unlawful for any person to: store, possess or transport on or across state waters any materials reasonably suited for artificial reef construction and stored in such a manner providing ready access for use and placement as an artificial reef, unless a valid cargo manifest issued by the commission or a commission-certified inspector is onboard the transporting vessel. The manifest will serve as authorization to use a valid permitted site or land-based staging area, which will validate that the type of artificial reef construction material being transported is permissible for use at the permitted site, and will describe and quantify the artificial reef material being transported. The manifest will also include the latitude and longitude coordinates of the proposed deployment location, the valid permit number, and the copy off the permit conditions for the permitted site. The manifest must be available for inspection by any authorized law enforcement officer or commission employee."

This requirement for a cargo manifest became part of the statutory revision of the artificial reef program statute Section 370.25 Florida Statutes (F.S.), modified during the 2000 State of Florida Legislature. The statutory language allows a "commission certified inspector" to complete and approve the artificial reef materials cargo manifest. Therefore, we are providing the attached cargo manifest form to all local coastal government artificial reef coordinators and eligible non-profit corporations who may physically construct artificial reefs with the approval of the permit holders.

INSTRUCTIONS

A separate cargo manifest form is to be completed for each load to be transported offshore (i.e., one manifest per voyage). The manifest is to list all, and only, the reef materials onboard.

The top of the form is to be filled out by the reef builder with his/her contact information and the information about the proposed reef materials to be deployed written into the boxes. If several materials are identical but have different tag numbers, please write "SAME" in the box for the other materials. Also put "SAME" under additional coordinates if all materials are going to the same deployment site.

The shaded portion of the form at the bottom is to be filled out by the materials inspector. The cargo manifest must be completed by an entity representing the holder of the applicable artificial reef permit to assure that all materials meet the requirements of the permit.

Completion of the artificial reef materials cargo manifest is required for all construction activities.

The requirement to complete this document is not intended to be an undue burden on entities wishing to legally construct artificial reefs within permitted sites, but is a tool to assist law enforcement personnel in preventing the illegal construction of artificial reefs without the knowledge of the permit holder or in areas outside of legally permitted sites. It is intended to allow law enforcement staff to determine whether or not a load of materials is legal under the permit conditions. Without a properly completed Cargo Manifest Form on board, reef builders will be returned to port pursuant to Chapter 370.25 (6) (b). It is not necessary to send a copy of the Cargo Manifest Form to the FWC artificial reef section in Tallahassee. Documentation of the reef building activity should be maintained by the entity issuing the manifest in the event of any FWC inquiries.

Reminder: the placement of all public artificial reefs in state or adjacent federal waters requires the submittal of a Materials Placement Report to the FWC artificial reef program within 30 days of public reef deployment in accordance with s. 370.25 F.S.



FLORIDA ARTIFICIAL REEF MATERIALS PLACEMENT REPORT AND POST-DEPLOYMENT NOTIFICATION



To Be Completed For Each Deployment Location or Date of Deployment

County or Municipality: _____ Date of Placement: _____

Grant No. FWC - _____ U.S. Army Corps Permit No.: _____
(if applicable)

Total project cost: \$ _____

Funding Source(s) and Amount(s): FWC \$ _____ Local \$ _____ Other \$ _____

Name of Permitted Reef Site: _____ Location Name for This Deployment: _____

Latitude: _____ ° _____ ' North
(degrees, minutes, decimal minutes (DD°MM.mmm'))

Longitude: _____ ° _____ ' West
(degrees, minutes, decimal minutes (DD°MM.mmm'))

GPS Brand and Model Number: _____

Geographical Location: _____ at _____ degrees from _____
(nautical miles) (bearing) (reference inlet)

Water Depth: _____ feet - Maximum Material Height: _____ feet = Minimum Vertical Clearance: _____ feet

TYPE AND AMOUNT OF MATERIAL DEPLOYED AT THE LOCATION DESCRIBED ABOVE:
(ATTACH A PHOTOGRAPH OF THE MATERIAL ON THE BARGE IMMEDIATELY PRIOR TO DEPLOYMENT) ☐

Primary Type of Material: _____ Number of Pieces: _____

Dimensions: _____

Secondary Type of Material: _____ Number of Pieces: _____

Dimensions: _____

TOTAL TONNAGE FOR THIS DEPLOYMENT: _____

I DO HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE

Observer's Name: _____ Title: _____
(PLEASE PRINT) (PLEASE PRINT)

Observer's Signature: _____ Date: _____

Observer's Remarks: _____

I DO HEREBY CERTIFY THAT THE ABOVE INFORMATION COMPLIES WITH THE ABOVE REFERENCED PERMIT CONDITIONS

Permittee's Staff Name: _____ Title: _____
(PLEASE PRINT) (PLEASE PRINT)

Permittee's Staff Signature: _____ Date: _____

Local Tracking number _____ FWC Tracking number _____ Entered by _____ on _____
Rev. 4/23/2007 FWC initials date

Second page to contain instructions....

FOR GRANT-FUNDED REEFS, the following data will be recorded at the staging area prior to and after the deployment. This formula represents an average, single rake barge and may not represent the exact tonnage of materials placed.

USING THIS FORMULA FOR PAYMENT OF TRANSPORTATION COSTS SHOULD BE AGREED UPON IN ADVANCE WITH A CONTRACTOR.

Barge Length:_____ feet Barge Width:_____ feet Loaded Draft:_____ feet Unloaded Draft:_____ feet

(Length X Width X Loaded Draft X 0.93 X 65) = 2,000 = _____ (Loaded barge weight in tons)

SUBTRACT

(Length X Width X Unloaded Draft X 0.93 X 65) = 2,000 = _____ (Unloaded barge weight in tons)

TOTAL TONNAGE FOR THIS DEPLOYMENT = _____

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: SAJ-2010-03163 (SP-SWA)

Permittee's Name & Address (please print or type): _____

Telephone Number: _____

Location of the Work: _____

Date Work Started: _____ **Date Work Completed:** _____

Description of the Work (e.g. bank stabilization, residential or commercial filling, docks, dredging, etc.):

Acreage or Square Feet of Impacts to Waters of the United States: _____

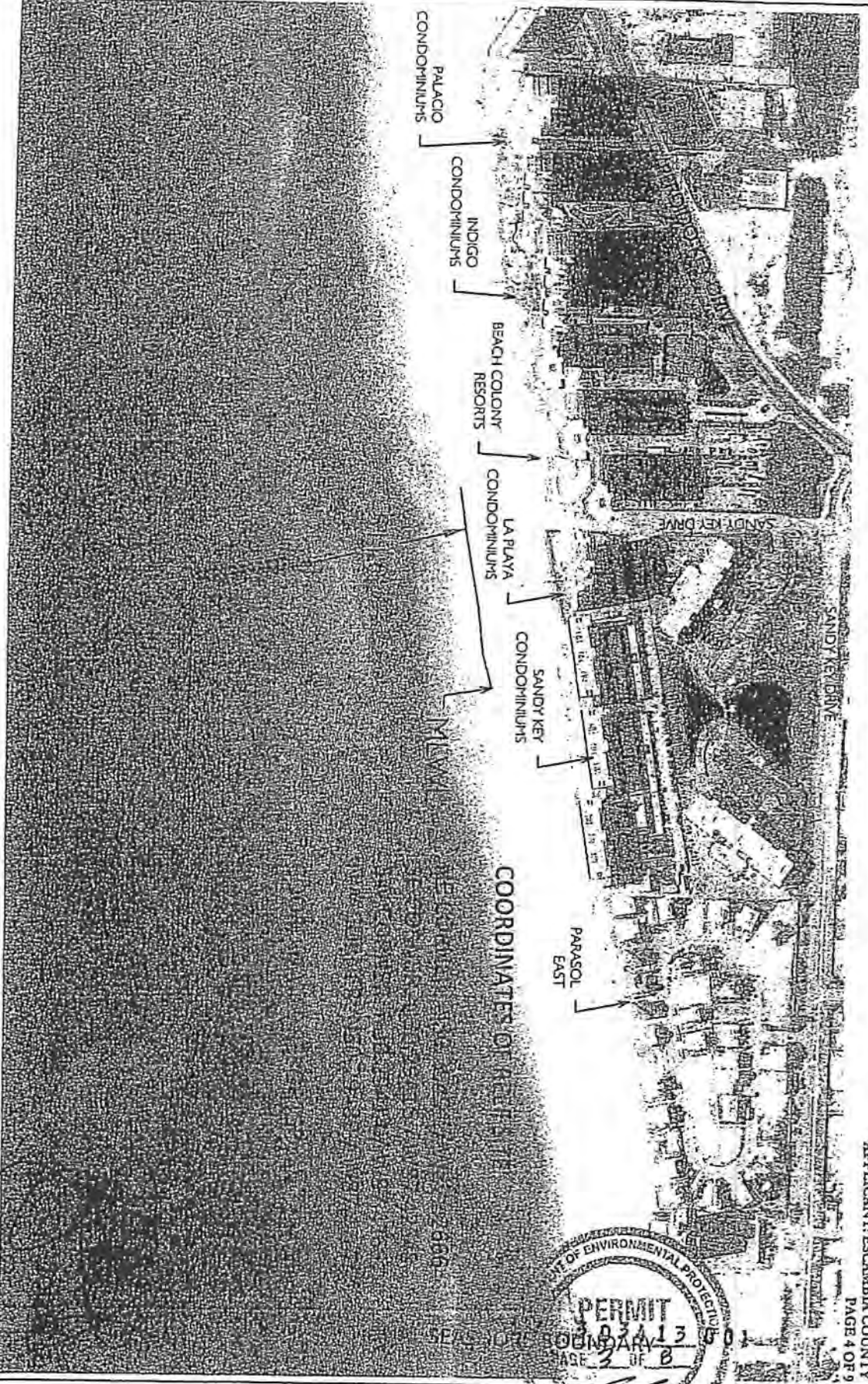
Describe Mitigation completed (if applicable): _____

Describe any Deviations from the Permit (attach drawing(s) depicting the deviations):

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

Signature of Permittee

Date



WETLAND
SCIENTISTS
INCORPORATED

LOCATION OF REEF SITE DEPICTED
ON 2007 COLOR AERIAL

PROJECT #2010-229

DATE: SEPTEMBER 30, 2010

DRAWN BY: KDJ

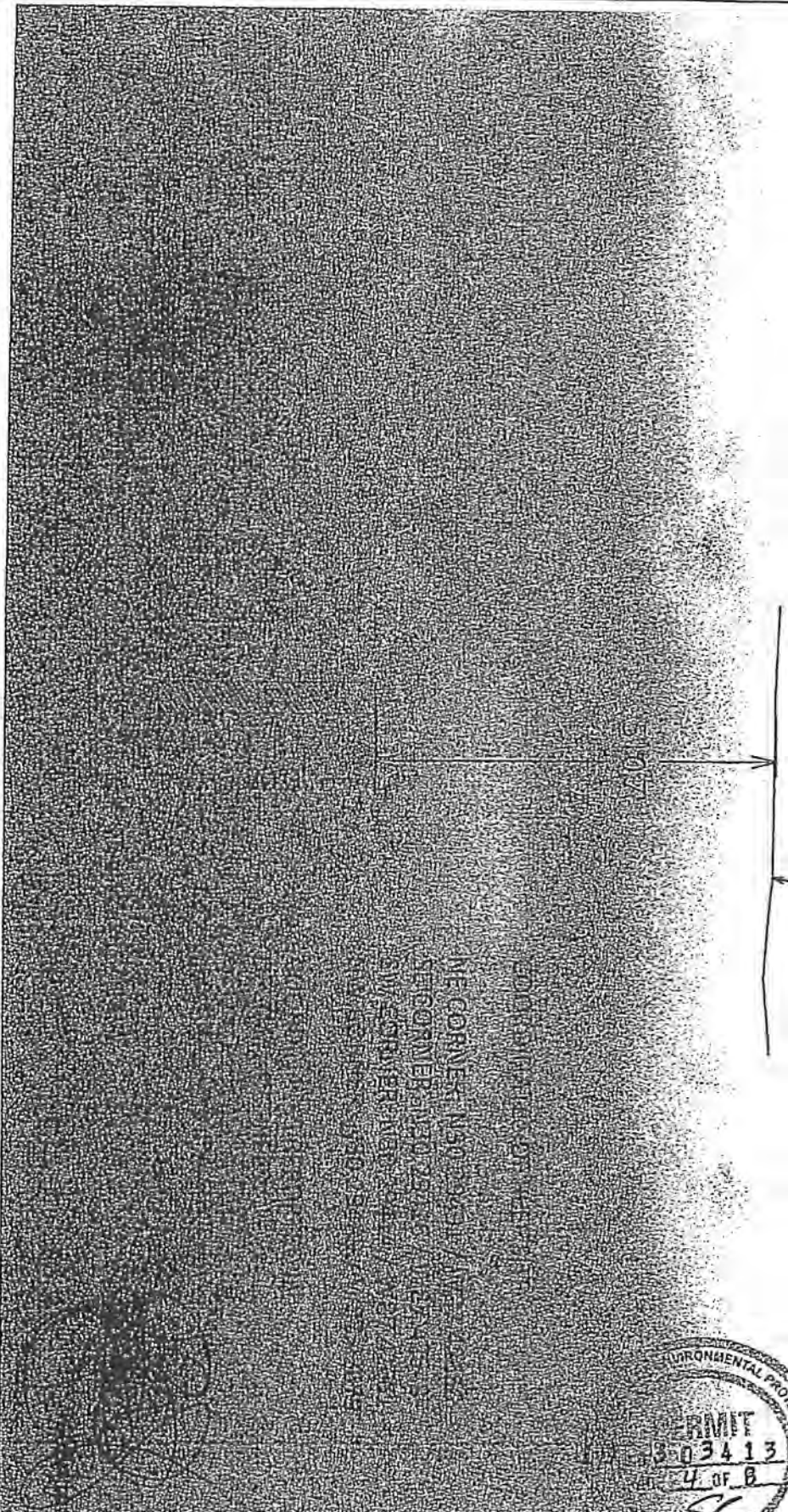
SCALE: 1" = 400'



NOTE FOR PERMITTING PURPOSES ONLY; NOT
RELEASED FOR CONSTRUCTION.

APPROX MLWL

5107



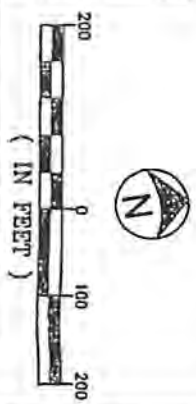
WETLAND
SCOTCHES

LOCATION OF REEF SITE DEPICTED
ON 2007 COLOR AERIAL (1" = 200')

INCORPORATED

PROJECT #2010-229
DRAWN BY: KDJ
DATE: SEPTEMBER 30, 2010
SCALE: 1" = 200'

NOTE: FOR PERMITTING PURPOSES ONLY. NOT
RELEASED FOR CONSTRUCTION.



COORDINATES OF REEF SITE

NE CORNER: N30.29491 / W87.42666
SE CORNER: N30.29416 / W87.42648
SW CORNER: N30.29414 / W87.42661
NW CORNER: N30.29489 / W87.42679

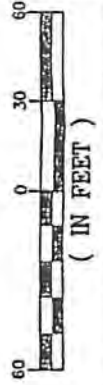
COORDINATES REPORTED IN
DECIMAL DEGREES
GEOGRAPHIC
DATUM: NAD(83)



CONTOURS
REFERENCED
TO MLLW



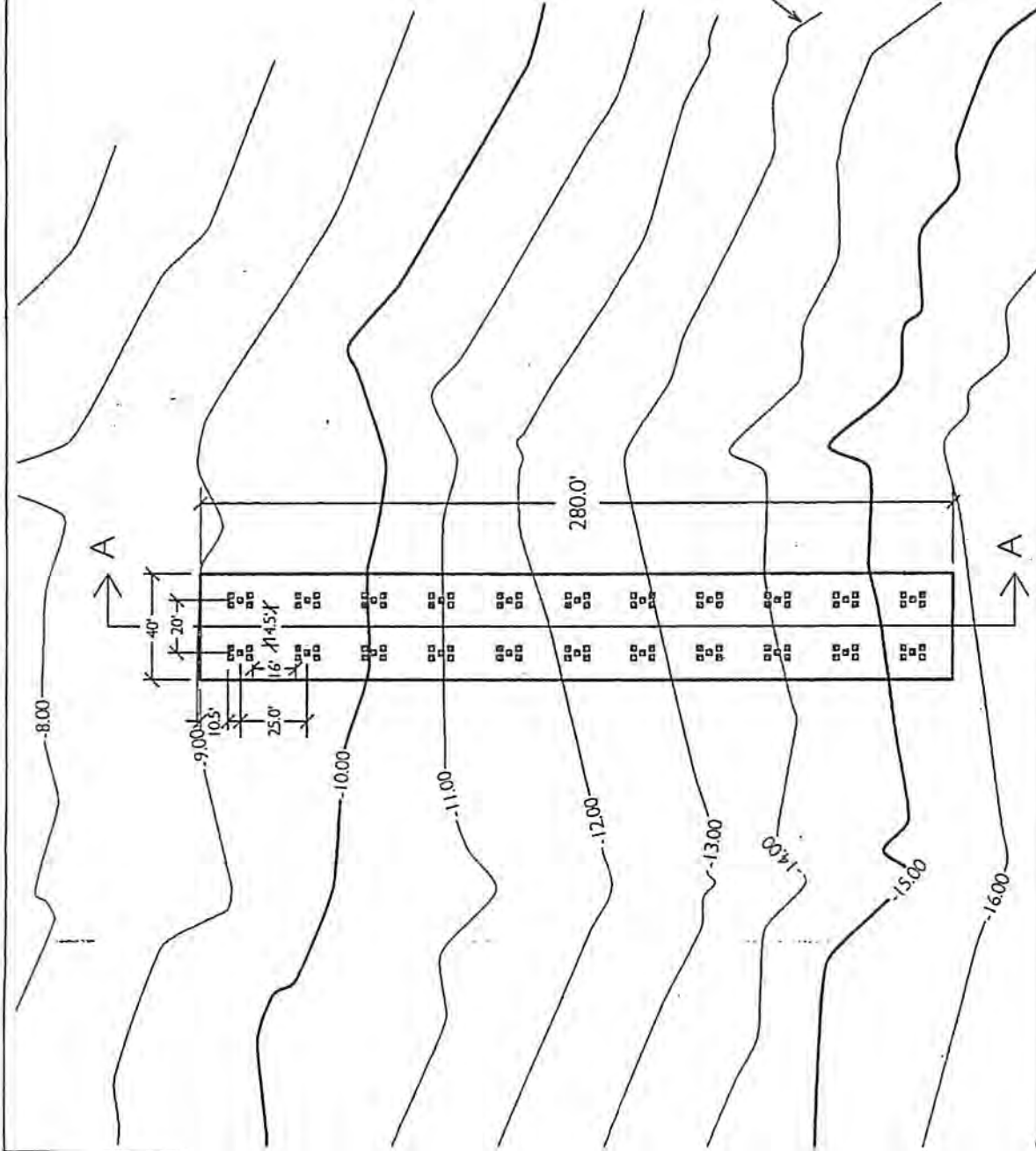
NOTE: FOR PERMITTING PURPOSES ONLY. NOT
RELEASED FOR CONSTRUCTION.



PLAN VIEW OF REEF DEPLOYMENT SITE
CONSIDERING CONCRETE PILINGS

| | |
|-------------------|--------------------------|
| PROJECT #2010-229 | DATE: SEPTEMBER 30, 2010 |
| DRAWN BY: KDJ | SCALE: 1"= 60' |

**WETLAND
SCIENCES**
INCORPORATED



COORDINATES OF REEF SITE

NE CORNER: N30.29491 / W87.42666

SE CORNER: N30.29416 / W87.42648

SW CORNER: N30.29414 / W87.42666

NW CORNER: N30.29489 / W87.42678

COORDINATES REPORTED IN

DECIMAL DEGREES

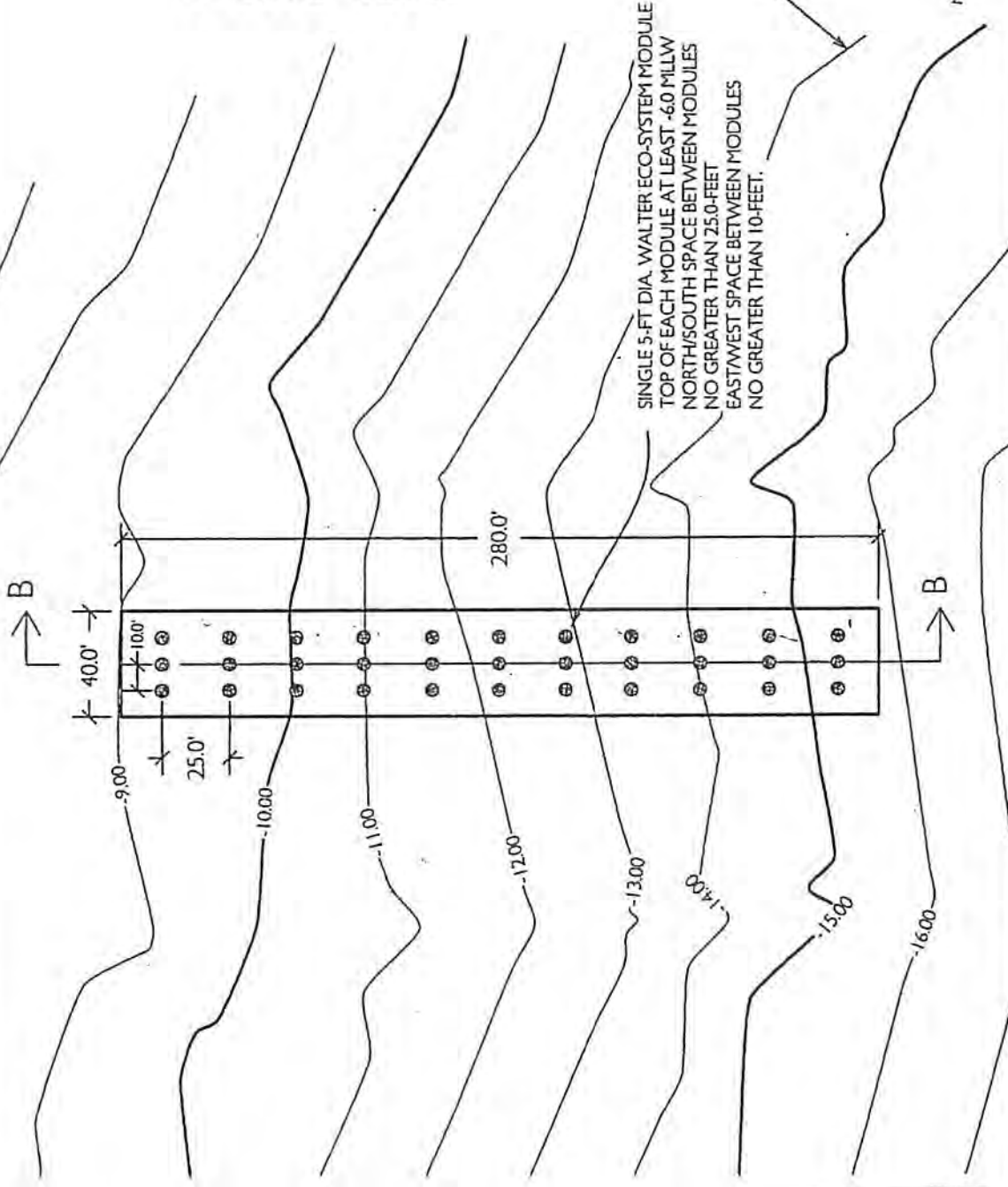
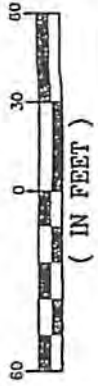
GEOGRAPHIC

DATUM: NAD(83)



CONTOURS
REFERENCED
TO MLLW

NOTE FOR PERMITTING PURPOSES ONLY. NOT
RELEASED FOR CONSTRUCTION.



PLAN VIEW OF REEF DEPLOYMENT SITE
CONSIDERING WALTER MODULES

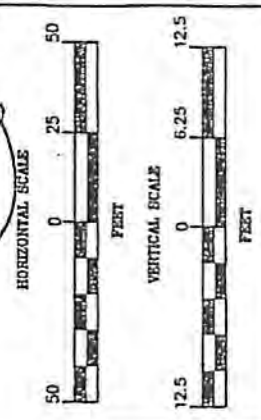
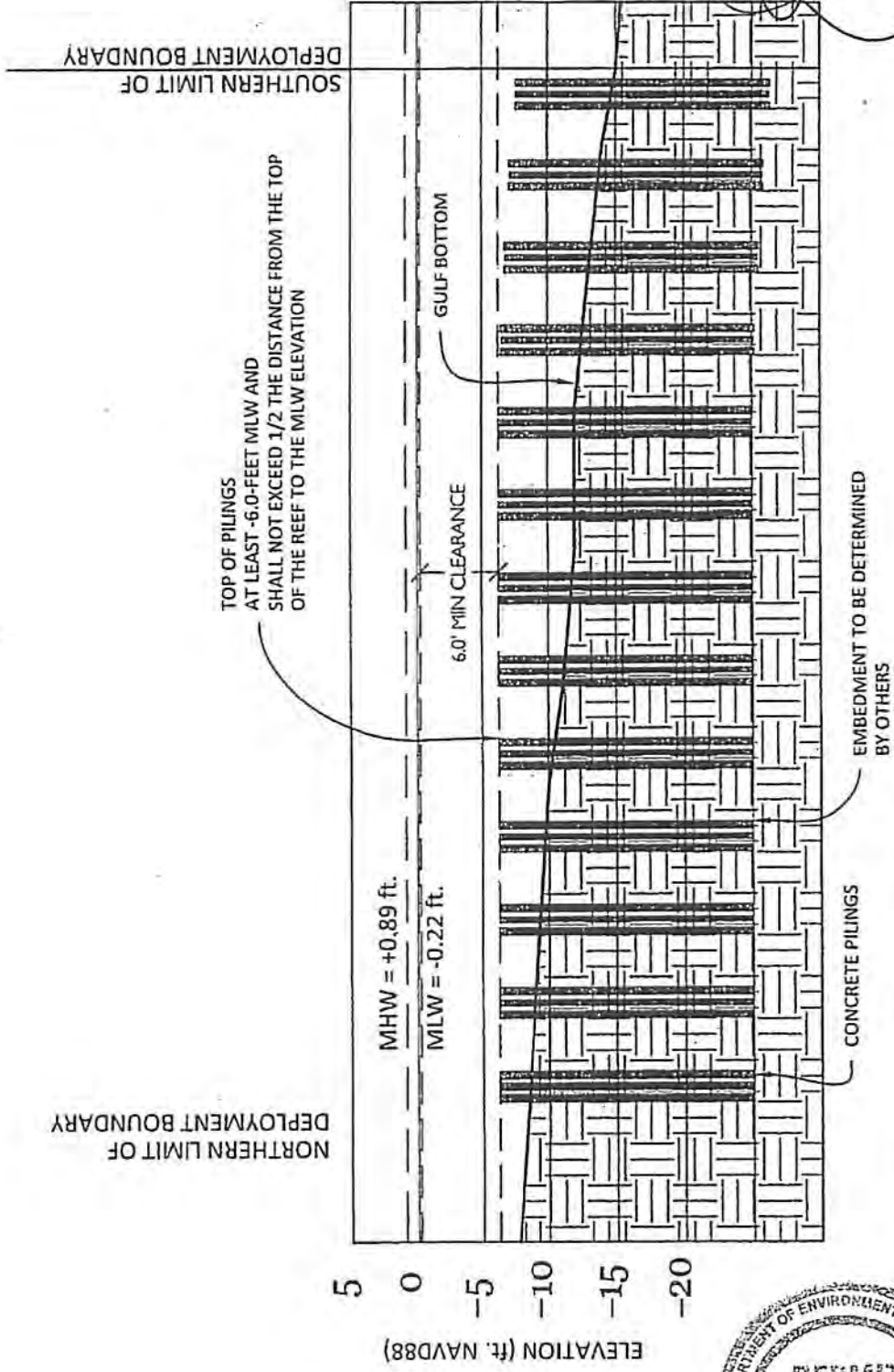
**WETLAND
SCIENCES**
INCORPORATED

PROJECT #2010-229

DATE: SEPTEMBER 30, 2010

DRAWN BY: JAT

SCALE: 1" = 60'



SECTION A-A PROFILE OF REEF SITE CONCRETE PILINGS

**WETLAND
SCIENCES**
INCORPORATED

| | |
|-------------------|--------------------------|
| PROJECT #2010-229 | DATE: SEPTEMBER 30, 2010 |
| DRAWN BY: KDJ | SCALE: VARIES |



NORTHERN LIMIT OF
DEPLOYMENT BOUNDARY

TOP OF MODULE
AT LEAST -6.0- FEET MLW AND
SHALL NOT EXCEED 1/2 THE DISTANCE FROM THE TOP
OF THE REEF TO THE MLW ELEVATION

SOUTHERN LIMIT OF
DEPLOYMENT BOUNDARY

ELEVATION (ft. NAVD88)

5
0
-5
-10
-15
-20

MHW = +0.89 ft.

MLW = -0.22 ft.

6.0' MIN CLEARANCE

GULF BOTTOM

INDIVIDUAL WALTER
ECO-SYSTEM REEF MODULE

COMPOSITE PEARSON PILING
EMBODIMENT TO BE DETERMINED
BY OTHERS

NOT FOR CONSTRUCTION.
FOR ENVIRONMENTAL RESOURCE PERMITTING ONLY. NOT RELEASED



**WETLAND
SCIENCES**

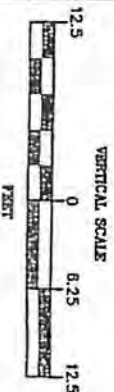
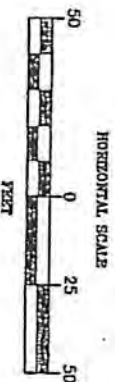
SECTION B-B PROFILE OF REEF SITE
WATER ECO REEF MODULES

PROJECT #2010-229

DATE: SEPTEMBER 30, 2010

DRAWN BY: KDJ

SCALE: VARIES



18/26/10

BID FORM
Specification Number PD 12-13.044
RE-BID PERDIDO KEY GULF SNORKELING REEF

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 5/29/2013

Commissioners:

In accordance with your "Invitation for Bids" for RE-BID PERDIDO KEY GULF SNORKELING REEF as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Alt #1 Eco Reef

Unit Price
\$ 7,500.00

Alt #2 Piling Cluster Reef

Unit Price
\$ _____

Note: A unit is a row of 3 Eco Reefs or 2 Piling Clusters

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number G09000142225

Occupational License No. N/A

Florida DBPR Contractor's License, Certification and/or
Registration No. N/A

Type of Contractor's License, Certification and/or
Registration N/A

Expiration Date: _____

Terms of Payment

(Check one) Net 30 Days x 2% 10th Prox _____

Will your company accept Escambia County Purchasing
Cards? Yes _____ No x _____

Will your company accept Escambia County Direct
Payment Vouchers? Yes x _____ No _____

County Permits/Fees required for this project
Permit Cost

Bidder: David Walter D/B/A Walter Marine

By: David Walter

Signature: _____

Title: Owner

Address: PO Box 998
Orange Beach, AL 36561

Person to contact concerning this bid:

David Walter

Phone/Toll Free/Fax # 251-979-2200

E-Mail Address: reefmaker@gulftel.com

Home Page Address: www.reefmaker.com

Person to contact for emergency service:

Stewart Walter

Phone/Cell/Pager #: 251-979-9846

Person to contact for disaster service:

David Walter

Home Address: 7208 Fairmont Dr., Foley, AL 36535

Home Phone/Cell/Pager #: 251-979-9846



RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____,
who after being duly sworn, deposes and says:

- (1) In accordance with the Contract Documents and in consideration of \$_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.
- (2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.
- (3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.
- (4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

By: _____

Its: _____ President

Date: _____

Witnesses

_____ [Corporate Seal]





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4495

County Administrator's Report 19. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/11/2013

Issue: Merlin-Alconbury Group Resurfacing PD 12-13.042

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Merlin-Alconbury Group Resurfacing - Amy Lovoy,
Management and Budget Services Department Director

That the Board award a Contract to Roads, Inc., of NWF, for the Merlin-Alconbury Group Resurfacing, PD 12-13.042, in the amount of \$1,334,789.88.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #08EN0208]

BACKGROUND:

The Office of Purchasing advertised the solicitation in the Pensacola News Journal. Four bidders responded. Roads Inc. of NWF was the low bidder.

BUDGETARY IMPACT:

Funding: Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project # 08EN0208

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney's Standard Form of Contract "D" will be used.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in accordance with the Escambia County Florida, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the Contract and Purchase Order.

Attachments

Bid Tab

PUBLIC NOTICE OF RECOMMENDED AWARD

| BID TABULATION | | DESCRIPTION: Merlin-Alconbury Group Resurfacing BID # PD 12-13.042 | | | | | | | |
|---|---|---|--|--------------------------|---|---|------------------------------|---|----------------|
| Bid Opening Time: 3:00 pm CDT Bid Opening Date: 06/19/2013 Bid Opening Location: Rm 11.407 NAME OF BIDDER | Cover Sheet/ Acknowl. | Bid Bond or Check | Written Opinion of Attorney at Law for a foreign state | Drug-Free Workplace Form | Information Sheet for Transactions & Conveyances Corporation ID | Certificate of Authority to do Business in the State of Florida | Acknowledgement of Addendums | Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes | Grand Total |
| | | | | | | | | | |
| APAC Mid-South Inc | Yes | Yes | N/A | Yes | Yes | Yes | N/A | Yes | \$1,560,256.46 |
| | | | | | | | | | |
| Gulf Atlantic Constructors Inc | Yes | Yes | N/A | Yes | Yes | Yes | N/A | Yes | \$1,727,633.25 |
| | | | | | | | | | |
| Panhandle Grading & Paving Inc | Yes | Yes | N/A | Yes | Yes | Yes | N/A | Yes | \$1,509,729.98 |
| | | | | | | | | | |
| Roads Inc of NWF | Yes | Yes | N/A | Yes | Yes | Yes | N/A | Yes | \$1,334,789.88 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| BIDS OPENED BY: | Joe F. Pillitary, Jr., Purchasing Coordinator DATE: 06/19/2013 | | | | | | | | |
| BIDS TABULATED BY: | Angie Holbrook, SOSA DATE: 06/19/2013 | | | | | | | | |
| BIDS WITNESSED BY: | Angie Holbrook, SOSA DATE: 06/19/2013 | | | | | | | | |

CAR
DATE 07/11/2013

BOCC
DATE 07/11/2013

The Purchasing Chief/Designee recommends to the BCC: To award an Indefinite Quantity, Indefinite Delivery Contract to Roads, Inc. of NWF for a total amount of \$1,344,789.88

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.
Notes: _____


Posted @ 9:38 a.m. CDT on 06/21/2013

JFP/abh



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4501

County Administrator's Report 19. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/11/2013

Issue: Contract Award, PD 02-03.079, Professional Services as Governed by Florida

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Professional Services as Governed by Florida Statute 287.055 - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning Professional Services as governed by Florida Statute 287.055:

A. Award a Task Order-based Continuing Contract to Emerald Ocean Engineering, Inc., per PD 02-03.079, Professional Services as Governed by Florida Statute 287.055 (A&E Services), on a "Maximum Ceiling" basis fee schedule, as follows:

- Maximum Overhead – 168%
- Maximum Profit – 12%
- Maximum FCCM – 1.50%
- Maximum Multiplier – 301.66% (providing no single item above is exceeded)
- Existing Hourly Rates for each firm (based on an audited or auditable financial package);

B. Authorize the Department(s), in conjunction with the Office of Purchasing, to negotiate Task Orders, according to Florida Statute 287.055, "Consultants' Competitive Negotiation Act" (A&E Services), on a project-by-project basis.

[Funding: Funds to be budgeted for on an annual basis]

BACKGROUND:

The legal advertisement for this "Request for Letters of Interest" (RLI) was originally advertised in the Pensacola News Journal on Sunday, August 24, 2003. Due to the ongoing open nature of this solicitation responses are accepted continually. This Contract has been approved for usage by the Gulf Coast Purchasing Cooperative.

BUDGETARY IMPACT:

Funding: Funds to be budgeted for on an annual basis.

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract (Form F, Consulting Services), prepared by Legal

PERSONNEL:

The Scope of Work for this project was developed by the Office of Purchasing.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II Purchases and Contracts and F.S. 287.055 "Consultants' Competitive Negotiation Act".

IMPLEMENTATION/COORDINATION:

Upon receipt of post award compliance documentation and Contract signature the Office of Purchasing shall notify the departments. The Office of Purchasing shall work with departments in negotiating Task Orders.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4546

County Administrator's Report 19. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/11/2013

Issue: Issue Task Order on Contract PD 02-03.79, "Professional Services" for Ensley Area Improvements (Detroit Boulevard/Johnson Avenue) CEI Services

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Task Order for the Ensley Area Improvements - Detroit Boulevard and Johnson Avenue Realignment Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute a Task Order to Volkert, Inc., in the amount of \$113,580.58, on Contract PD 02-03.79, "Professional Services" for Construction, Engineering, Inspection, and Project Management Services for the Ensley Area Improvements - Detroit Boulevard and Johnson Avenue Realignment Project.

Due to reduced staff levels in the areas of engineering, inspection and project management, this Task Order is necessary for the suitable completion of the Ensley Area Improvements - Detroit Boulevard and Johnson Avenue Realignment Project. Under this Task Order, the consultant will provide construction, engineering, inspection, and project management services.

[Funding Source: Fund 352, "LOST III," Account 210107/56301, Project #08EN0313, "Ensley Area Drainage"]

BACKGROUND:

Due to reduced staff levels in the areas of engineering, inspection and project management, this Task Order is necessary for the suitable completion of the Ensley Area Improvements - Detroit Boulevard/Johnson Avenue Realignment Project. Under this Task order, the consultant will provide construction, engineering, inspection, and project management services.

BUDGETARY IMPACT:

Funds for this task order are available in Fund 352 "LOST III", Account 210107/56301, Project #08EN0313 "Ensley Area Drainage."

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, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval of this recommendation, a purchase requisition and Task Order will be transmitted to the Office of Purchasing for processing.

Attachments

Fee Schedule Ensley

Scope CEI Svcs

Escambia County Engineering
Ensley Area Improvements
Detroit Boulevard and Johnson Avenue Realignment

| Classification- Name | Rate/HR | Proposed Hours | Cost |
|--------------------------------------|-------------|----------------|--------------|
| Sr. Project Engineer- Mike Luescher | \$44.00 | 45 | \$1,980.00 |
| Project Engineer- Jason Small | \$33.00 | 265 | \$8,745.00 |
| CEI Sr. Inspector- Cynthia Stokes | \$25.00 | 1360 | \$34,000.00 |
| CEI Inspector; Plant- Willie Larkins | \$24.00 | 80 | \$1,920.00 |
| Direct Labor | Subtotal | | \$46,645.00 |
| | Mark Ups | | |
| Mark Ups | Overhead | 130.00% | \$60,638.50 |
| | FCCM | 1.50% | \$699.68 |
| | Profit | 12.00% | \$5,597.40 |
| Total Cost Proposed | Total Labor | | \$113,580.58 |

*Calculations
verified
6-17-2013
Rambert*

SCOPE OF WORK
CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES FOR
Ensley Area Improvements – Detroit Boulevard Johnson Avenue Realignment

SCOPE OF SERVICES SUMMARY

The Scope of Work for this project is to provide construction engineering inspection and project management services for the Ensley Area Improvements – Detroit Boulevard Johnson Avenue Realignment. The intent of the document is to give the Consultant the same responsibility and authority as Escambia County when administering this County construction project contract. The administration of the Ensley Area Improvements – Detroit Boulevard Johnson Avenue Realignment will be conducted by the Consultant in full cooperation with the Escambia County. The consultant shall also coordinate with the design engineer of record. Escambia County will have the final word in regard to challenges of Consultant authority by the contractor or decisions made by the Consultant regarding the work. The ultimate goal of Escambia County and the Consultant should be to administer the contract in a highly professional manner, conducive to a cooperative relationship between the Consultant, Contractors, and Escambia County, and to complete the work on budget and on time with minimum inconvenience and maximum safety for the public.

The responsibilities of the Consultant on this project are, but not limited to:

1. Preconstruction and Erosion Control Conference: Prepare for and conduct the Erosion Control and Preconstruction Conference. Address and resolve all issues that arise at the meetings with appropriate offices, agencies and divisions. Prepare and distribute detailed minutes of the meeting.

2. Attend Weekly Meetings: Prepare the agenda, attend, and conduct a meeting every week with Escambia County personnel, Contractor, Sub-Contractors, Utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events, the schedule, and associated problems with the project. Record significant information revealed and discussed at the meeting. Distribute written minutes to the appropriate agencies.

3. Project Administration: Provide project administration and coordinate with the County's Project Coordinator. Prepare for, cooperate with, and assist auditors who may be assigned to review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee all work being done and provide Quality Assurance (QA) required for the contract. In addition, monitor Contractor's hours worked on the project and verify all pay requests for accuracy. Prior to starting work, submit to Project Coordinator a listing of personnel assigned to the project for review and approval. Also, a list of persons with emergency phone numbers should always be supplied to the County's Project Coordinator and be available at any time in the case of an emergency on the project. The Consultant should also obtain from the Contractor a list of personnel that will be responsible for any occurrence that may arise on the project, for the life of the project.

4. Quality Control Plans: Review and approve the Quality Control (QC) Plan submitted by the contractor. The Consultant shall respond to the Contractor's QC Plan within 21 day of receipt from the contractor with any required changes or revisions. The Consultant shall ensure the contractor is in compliance with the approved QC plan, requiring and reviewing any revisions to the QC plan as necessary.

5. Supplemental Agreements/Construction Change, Force Account, VECP: Notify the County's Project Coordinator of the necessity of any Supplemental Agreements/Construction Changes.

Negotiate prices for additional pay items with the contractor while adhering to the “Average Unit Price” listing when possible. Coordinate acceptance of prices with the County’s Project Coordinator Any work that cannot be negotiated with the prime contractor will be pursued by Force Account as defined in the Standard Specifications and recorded on forms supplied by the Department. Submit Value Engineering Change Proposals to the County’s Project Coordinator for analysis and distribution to the appropriate division(s).

6. Provide Construction Inspection: Provide inspection services for QA verification testing and asphalt plant inspection required to insure the Prime Contractor and Sub-Contractors is conforming to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe measure and record all quantities for payment. Coordinate with County inspector as needed. Notify the contractor of deficiencies or problems immediately. Document, prepare and provide reports as required. Field technicians must be certified in the applicable FDOT certification workshops listed below:

Asphalt Roadway Paving Inspector
Asphalt Plant Inspection
Class 1 Concrete Technician
Soils and Aggregate Technician
Earthwork Technician
Nuclear Gauge Trained and Proficient
NPDES/SWPPP Certified

Certification from another State Highway Department, nationally recognized institution, or other approved agency **may** be acceptable in lieu of the FDOT certification. **Prior approval is required.**

7. Inspection of Work: Record all field measurements in the project records for review by the Department, or auditors. The records will be recorded on a standard form (field book) supplied or defined by the Department and/or on field inspection forms to be submitted to the Department. Check traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or problems immediately. Document weekly (or as often as necessary) project traffic control on forms supplied by the Department and distribute as required. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies. Prepare to justify any and all pay quantities in the case of questions by the contractor or Department. Prepare an accurate daily diary, signed by the inspector, consisting of:

- A record of the contractors on the project
- Their personnel (number and classification)
- Equipment (number and type or size)
- Location and work performed by each contractor or subcontractor
- Orders given the contractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
- Days charged, with explanation if not charged
- Equipment arriving or leaving the project, idle equipment
- Any other details that may be important later in the project life

8. Quality Assurance, Testing for Acceptance, and Training: The intent is for the Consultant to provide all field testing normally provided by the Department with employees certified to perform the tests. Copies of all certifications should be filed in the project records for review by Escambia County at any time. Any temporary waivers of certification or licensing will be reviewed by Escambia County for the final decision. Provide certification training to Consultant personnel for all necessary field-testing and inspection. Monitor the testing provided by the Contractor in the field as defined in the Contract, Plans or Specifications. Document Consultant testing on standard forms provided by Escambia County and distribute as required. Monitor documentation of testing by the Contractor. Field test verification by the Consultant includes, but is not limited to, all asphalt related testing to include asphalt plant inspection and all concrete related testing for acceptance by Escambia County, nuclear density testing of earthwork, base stone, asphalt, structural backfill and pipe backfill as defined in the Standard Specifications and Escambia County's sampling and testing schedule. The Consultant will also verify aggregate analysis and moisture testing for roadway embankment and base stone materials as defined in the Standard Specifications and Escambia County's sampling and testing schedule. (Note: All tests normally performed by Escambia County personnel will be performed by the Consultant.) Also Consultant's responsibilities include the random checking of application rates, dimensions and bearings to assure conformance to the Plans and Specifications. In case of notification of defective concrete as defined in the Specifications, the Consultant will submit the initial information on forms supplied by Escambia County and will receive the final disposition of the material after review. Certifications of material submitted by the Contractor will be reviewed by the Consultant for conformity to the Project Specifications. The certification documents submitted to Escambia County will also be reviewed for completeness and conformance to the Escambia County's standard form of submission. A Final Materials and Tests Certification will be submitted to Project Coordinator with the Final Records.

9. Progress Payments: The Consultant will document and assemble accurate quantities for Monthly Progress Payments to the prime Contractor from actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/Construction Changes or Force Accounts. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment. County's Project Coordinator must approve any waiver of testing documents prior to payment. Pay quantities will be submitted to the Department Project Supervisor for review and payment. Payments for stockpiled material may be made as defined in the Standard Specifications and approved by the County's Project Coordinator. Copies of approved subcontracts should be on file prior to the first Progress Payment.

10. Revisions to Contract Plans: Any revisions to the contract plans or cross sections will be submitted to the County's Project Coordinator for processing.

11. Distribution of Correspondence: Submit to the County's Project Coordinator a copy of all correspondence between the Consultant, Contractor, Sub Contractors, or others concerning matters related to the project. Maintain an electronic file of all correspondence for submission with the project Final Records.

12. Reports: There are numerous reports, documents, etc., that shall be generated in the process of Contract Administration. Submit a formatted (Escambia County standard format) of selected project records to County's Project Coordinator after project completion. Any questions regarding the requirements shall be forwarded to the County's Project Coordinator for clarification.

13. Final Records: Submit a compilation of project records in the Department's standard format to the County's Project Coordinator after project completion. Make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time.

14. Project Claims: Prepare documentation and assist in the defense of the Department, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.

15. Utility Relocations: Utility relocations will be a part of this contract. Relocations that are reimbursable will be inspected for quantities that will be reviewed and verified comparing utility company records prior to payment by the Department.

16. CEI Contract time: Work authorized for this contract will be the same time allotted for the construction contract, including 30 additional days will be allotted for final reporting. Three hundred and sixty (360) calendar days have been established, or based on the Contract bid documents.

Note:

The final CEI contract shall not exceed 6% of the estimated construction cost. The contract will be “Not to Exceed” based upon hourly rates.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4598

County Administrator's Report 19. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/11/2013

Issue: Supplemental Budget Amendment #190 - Supplemental Nutrition Assistance Program Grant

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #190 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #190, Other Grants and Projects Fund (110) and the General Fund (001) in the amount of \$12,722, to recognize additional revenues for the Supplemental Nutrition Assistance Program (SNAP).

BACKGROUND:

On June 20, 2013, the Board of County Commissioners approved an extension to a contract with Workforce Escarosa, Inc. to extend the Supplemental Nutrition Assistance Program (SNAP). SNAP provides employment and training services to individuals receiving food stamps and serves able-bodied adults without dependents, ages 18 thru 39. The goal of the program is to emphasize work, self-sufficiency, and personal responsibility. The program focuses on helping individuals gain skills, obtain training, gain work experience, and secure work. Additional revenues need to be budgeted for the additional contract period.

BUDGETARY IMPACT:

The amendment will increase Fund 110 by \$12,419 and Fund 001 by \$303.

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#190

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

**Resolution Number
R2013-**

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 an extension to the Supplemental Nutrition Assistance Program grant by Workforce Escarosa, Inc., and an increase to the budget is needed.

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, 2013:

| | | | |
|-------------------------------------|--------------------------------|---|-----------------|
| General Fund | 1 | | |
| Other Grants & Projects | 110 | | |
| Fund Name | Fund Number | | |
| Revenue Title | Fund Number | Account Code | Amount |
| Supplemental Nutrition Asst Grant | 110 | 331624 | 12,419 |
| Indirect Costs | 1 | 369936 | 303 |
| | | | |
| | | | |
| Total | | | \$12,722 |
| Appropriations Title | Fund Number/Cost Center | Account Code/ Project Number | Amount |
| Salaries & Wages | 110/320219 | 51201 | 8,375 |
| FICA | 110/320219 | 52101 | 641 |
| Retirement | 110/320219 | 52201 | 600 |
| Life & Health Insurance | 110/320219 | 52301 | 2,125 |
| Workers Compensation | 110/320219 | 52401 | 25 |
| Travel & Per Diem | 110/320219 | 54001 | 250 |
| Office Supplies | 110/320219 | 55101 | 50 |
| Training and Registrations | 110/320219 | 55501 | 50 |
| | | | |
| Other Current Charges & Obligations | 110/320219 | 54901 | 303 |
| Reserves for Oprating | 001/110201 | 59805 | 303 |
| | | | |
| Total | | | \$12,722 |

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:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Gene M. Valentino, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#190



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4473

County Administrator's Report 19. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/11/2013

Issue: Interlocal Agreement Between Santa Rosa County and Escambia County for Federal Transit Administration Grant Funding

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Interlocal Agreement between Santa Rosa County and Escambia County for Federal Transit Administration Grant Funding - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Interlocal Agreement between Santa Rosa County and Escambia County for Federal Transit Administration (FTA) Grant Funding:

A. Approve the Interlocal Agreement between Santa Rosa County and Escambia County for FTA Grant Funding; and

B. Authorize the Chairman or Vice Chairman to sign the Interlocal Agreement.

[Escambia County Area Transit (ECAT) will manage the expenditure of the Grant funds]

BACKGROUND:

In accordance with Chapter 417, Florida Statutes, and applicable federal regulations and requirements, Escambia and Santa Rosa Counties are designated planning areas, jointly served by a Community Transportation Coordinator (CTC), to coordinate community transportation services for citizens within the two-county area. As part of its services, the CTC operates a one-call/one-click center to provide transportation service connectivity between the two counties.

Because this region of the Gulf Coast is home to a large population of veterans and active duty military and their families, and several military installations are located here, including Naval Air Station Pensacola, Naval Air Station Whiting Field, Eglin Air Force Base, and Hurlburt Field, Santa Rosa County was selected by the FTA to receive a Veterans Transportation and Community Living Initiative (VTCLI) grant (Federal Section 5309 funding) in the amount of \$222,387.

Typically, Section 5309 funds are only available to FTA-designated recipients; this grant, however, was made available to everyone. In order to receive the federal funds, though, an entity must be registered with FTA as a grantee. While Santa Rosa County is not an

FTA-registered grantee, Escambia County is, and is therefore eligible to receive FTA funding, and is permitted to receive the VTCLI grant funding on behalf of Santa Rosa in accordance with the terms set forth in this Interlocal Agreement. The Interlocal Agreement establishes the conditions, extent, and mechanism whereby the parties shall cooperatively utilize the VTCLI grant funding from the FTA for eligible projects and expenditures.

Escambia County was the direct recipient of a Federal Section 5309, State of Good Repair grant, which also included funding for scheduling software and hardware for the Community Transportation Coordinator, Pensacola Bay Transportation. By entering into this Interlocal Agreement with Santa Rosa County, and combining the VTCLI grant with the State of Good Repair grant, a greater regional impact is feasible.

BUDGETARY IMPACT:

Escambia County Area Transit (ECAT) will manage the expenditure of the grant funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the Interlocal Agreement as to form and legal sufficiency.

PERSONNEL:

Additional personnel will not be required as a result of this Interlocal Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval of all Interlocal Agreements.

IMPLEMENTATION/COORDINATION:

Upon BCC approval, staff will work with Santa Rosa County and Pensacola Bay Transportation to implement the grant by purchasing scheduling software and hardware.

Attachments

Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN SANTA ROSA COUNTY AND
ESCAMBIA COUNTY FOR FEDERAL TRANSIT ADMINISTRATION
GRANT FUNDING**

This Interlocal Agreement (hereinafter "Agreement") is made and entered into this _____ day of _____, 2013, by and between Santa Rosa County, a political subdivision of the State of Florida, acting through its Board of County Commissioners (hereinafter "Santa Rosa"), with an administrative address of 6495 Caroline Street, Milton, Florida 32570, and Escambia County, a political subdivision of the State of Florida, acting through its Board of County Commissioners (hereinafter "Escambia"), with an administrative address of P.O. Box 1591, Pensacola, Florida 32597.

WITNESSETH:

WHEREAS, Escambia and Santa Rosa have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, pursuant to §§163.01, Florida Statutes, et seq., Escambia and Santa Rosa are authorized to enter into interlocal agreements and cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, in accordance with Chapter 427, Florida Statutes, and applicable federal regulations and requirements, Escambia and Santa Rosa are designated planning areas jointly served by a Community Transportation Coordinator (CTC), to coordinate community transportation services for citizens within the two county area; and

WHEREAS, as part of its services, the CTC operates a one-call/one-click center to provide transportation service connectivity within the two county area; and

WHEREAS, this region of the Gulf Coast, in the panhandle of Florida, is home to a large population of veterans and active duty military and their families. Several military installations are located here: Naval Air Station Pensacola, Naval Air Station Whiting Field, Eglin Air Force Base, and Hurlburt Field; and

WHEREAS, Santa Rosa was selected to receive a Veterans Transportation and Community Living Initiative (VTCLI) grant in the amount of \$222,387 from the Federal Transit Administration (FTA), Department of Transportation (DOT), as authorized by 49 U.S.C.A. §5309, as amended by Section 3011 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy of Users (SAFETEA-LU), Pub. L. 109-59; and

WHEREAS, Escambia is a direct recipient eligible to receive federal funding from the FTA and is eligible to receive said VTCLI grant funding on behalf of Santa Rosa in accordance with the terms set forth herein; and

WHEREAS, Escambia shall utilize said grant funding in accordance with the terms set forth herein to purchase updated scheduling software and equipment for the existing one-call/one-click center operated by the CTC.

NOW THEREFORE, for an in consideration of the mutual covenants contained herein and the mutual benefits and for other good and valuable consideration, the parties to this Agreement hereby agree as follows:

Section 1. Recitals. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

Section 2. Purpose of the Agreement. Pursuant to §§163.01, Florida Statutes, et seq., this Agreement establishes the conditions, extent, and mechanism whereby the parties shall cooperatively utilize VTCLI grant funding from the FTA for eligible projects and expenditures.

Section 3. Responsibilities of the Parties.

a) Escambia County shall:

1. Serve as the direct recipient of VTCLI grant funding awarded by the FTA.
2. Submit necessary applications to the FTA for VTCLI grant funding.
3. Adhere to generally accepted procurement standards in the purchase of materials, supplies, equipment, and/or contractual services funded, in whole or in part, by VTCLI grant funding.
4. Provide reports, certifications and assurances as required by the FTA.

b) Santa Rosa County shall:

1. Serve as the sub-recipient of VTCLI grant funding awarded by the FTA.
2. Assist the recipient in the purchase of materials, supplies, equipment, and/or contractual services funded, in whole or in part, by VTCLI grant funding.
3. Provide reports, certifications and assurances as required by the FTA.

Section 4. Program Funding. VTCLI grant funding as referenced herein is solely available subject to an award from the FTA. Any local matching contribution will be provided by the Florida Department of Transportation using Toll Credits for capital purchases. Escambia or Santa Rosa shall not be required to contribute matching funds. Escambia shall have the right to terminate this Agreement and immediately cease all payments related thereto in the event the FTA should fail to award, terminate or cancel said funding after the effective date of this agreement. Upon such occurrence, neither Escambia nor Santa Rosa shall have any responsibility whatsoever for any payments beyond the costs directly paid or reimbursed by the FTA.

Section 5. Use of Funding. VTCLI grant funding shall be utilized to purchase updated scheduling software and equipment for the existing one-call/one-click center operated by the CTC serving Escambia and Santa Rosa in order to provide more efficient, cost-effective community transportation service within the two county area.

Section 6. Program Records. Escambia assumes responsibility for maintaining all records and documentation related to the Program associated with this Agreement. Further, such records shall be readily available to Santa Rosa, its representatives and designated agents, the Federal Transit Administration, its authorized representatives and designated agents, and any such other duly authorized parties requiring access to such records. Escambia shall ensure that such records are maintained in accordance with the governing federal regulations, and shall keep all related records in a readily accessible location for a minimum of five years, unless such records are the subject of litigation or audit, in which case they shall be maintained pending the completion of such action. Escambia shall cooperate with Santa Rosa to ensure the availability of all records related to this Agreement as may be required for audit, monitoring or reporting purposes.

Section 7. Liability.

a) The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. Santa Rosa County, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or acts against the County and agrees to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by parties and nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

- b) Each party is responsible for maintaining, in a form acceptable to the parties, all necessary records of personnel and equipment used under this Agreement for a period of five (5) years and each party's records shall be subject to audit after reasonable notice.

Section 8. Records.

The parties acknowledge 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, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

Section 9. Termination. As this Agreement is expressly contingent upon the availability of VTCLI grant funding as provided by the FTA, should such funds cease to be available to the County for any reason, the County reserves the right to terminate this Agreement with ten (10) days written notice, and subject to the availability of VTCLI grant funds.

Section 10. Nepotism. Santa Rosa and Escambia agree to abide by the provisions of §112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance, under this Agreement.

Section 11. Civil Rights and Anti-Discrimination.

a) Santa Rosa and Escambia agree to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this Agreement shall be free of discrimination against their employees, persons or groups of persons on the basis of race, color, sex or national origin. The provisions of both Civil Rights Acts are incorporated by reference herein.

b) All services associated with this Program shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, marital status, religion, or national origin. Santa Rosa and Escambia accept responsibility for ensuring such non-discriminatory access to the services provided hereunder.

c) Santa Rosa and Escambia will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. Such action shall include, but not be limited to, the following: employment; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Santa Rosa and Escambia agree to post in a conspicuous place notices setting forth the provisions of the Equal Employment Opportunity clause.

Section 12. Assignment. The Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party.

Section 13. Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

Section 14. Survival. All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

Section 15. Interpretation.

a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

Section 16. Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

Section 17. Further Documents. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

Section 18. Notices. All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

Escambia County

County Administrator
Escambia County
Post Office Box 1591
Pensacola, Florida 32591

Santa Rosa County

County Administrator
Santa Rosa County
6495 Caroline Street, Suite M
Milton, FL 32570

Section 19. Prior Agreements Superseded.

This documents incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 20. Governing Law. The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

Section 21. No Waiver. The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 22. Effective Date.

This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the parties set their hands and seals this day and year first written above.

Escambia County, Florida, Board of County Commissioners, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: _____
Gene M. Valentino, Chairman

Date: _____

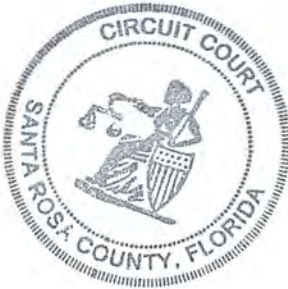
ATTEST: Pam Childers
Clerk of the Circuit Court BCC Approved: _____

By: _____
Deputy Clerk

(Seal)

Approved as to form and legal
sufficiency.

By/Title: Richard A. A. A.
Date: 6/19/13



Santa Rosa County, Florida, Board of County Commissioners, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: _____
Robert A. Cole, Chairman

Date: _____

ATTEST: Don C. Spencer
Clerk of the Circuit Court

BCC Approved: June 13, 2013

By: Don C. Spencer
Clerk

(Seal)



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4535

County Administrator's Report 19. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/11/2013

Issue: Acceptance of a Public Road and Right-of-Way Easement on Innerarity Point Road

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of a Public Road and Right-of-Way Easement on Innerarity Point Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of a Public Road and Right-of-Way Easement (approximately 63 square feet) on Innerarity Point Road from David C. Liane and Kathy J. Newbry, for the Innerarity Point Road Sidewalk Project:

A. Accept the donation of a Public Road and Right-of-Way Easement (approximately 63 square feet) on Innerarity Point Road from David C. Liane and Kathy J. Newbry, for the Innerarity Point Road Sidewalk Project;

B. Authorize the payment of documentary stamps as the easement is being donated for governmental use, which is for sidewalk and stormwater drainage improvements, and the County benefits from the acceptance of this Public Road and Right-of-Way Easement, which enhances the safety and well-being of the citizens of Escambia County;

C. Authorize the payment of incidental expenditures associated with the recording of documents; and

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept, the Public Road and Right-of-Way Easement as of the day of delivery of the Public Road and Right-of-Way Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding: Funds for incidental expenses associated with recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office]

BACKGROUND:

The County has a project in design to make sidewalk and drainage improvements along Innerarity Point Road. Due to limited right-of-way within this area, it was determined that additional property would be required to facilitate the project. David C. Liane and Kathy J. Newbry, owners of the property located at 14220 Innerarity Point Road, have agreed to donate a portion of their property (approximately 63 square feet) for a Public Road Right-of-Way Easement to facilitate the sidewalk and drainage improvement project. Board approval is required for the Board's acceptance of the donated property.

BUDGETARY IMPACT:

Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by Escambia County Clerk's Office.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Public Road and Right-of-Way Easement was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on June 7, 2013.

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 proceed in compliance with Section 46-139 of the County Code of Ordinances.

Attachments

Easement

Parcel information

aerial view map

This document was prepared by:
Stacey S. Ward
Escambia County, Public Works Department
3363 West Park Place
Pensacola, FL 32505

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT

THIS PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT is made this 6th day of June 2013, by and between David C. Liane and Kathy J. Newbry, husband and wife, whose address is 14220 Innerarity Point Road, Pensacola, FL 32507 (Grantor) and Escambia County, Florida, 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 (Grantee).

WITNESSETH:

WHEREAS, Grantor is the owner of certain property located in Escambia County, Florida and more particularly described in the attached Exhibit A (the Property); and

WHEREAS, Grantor has agreed to convey to Grantee a public road and right-of-way easement over and across the Property;

NOW, THEREFORE, Grantor hereby conveys to Grantee an easement for the perpetual and unobstructed right of the public to access, ingress, and egress over and across the Property and for the purpose of constructing, paving, maintaining, replacing, inspecting, removing, and repairing a road and right-of-way, bridges and drainage structures, and other associated public facilities on the Property, together with all rights and privileges necessary and convenient for the purposes described above.

GRANTOR covenants that it is lawfully seized and possessed of the Property, that it has good and lawful right to convey the same, and that it is free from all encumbrances.

IN WITNESS WHEREOF, Grantor has executed this document on the date first written above.

Signed, sealed and delivered
in the presence of:

Grantor:

David C. Liane
David C. Liane

Witness

Print Name

Bernie W. Manning
Bernie W. Manning

Witness

Print Name

Stacey S. Ward
Stacey S. Ward

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6 day of
June, 2013, by David C. Liane. He () is personally known to me, or (X) has
produced current Florida Driver License as identification.

(Notary Seal)

Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

Bernie W. Manning
Signature of Notary Public

Bernie W. Manning
Printed Name of Notary Public

Grantor:

Kathy J. Newbry

Witness

Print Name

Witness

Print Name

STATE OF FLORIDA

COUNTY OF ESCAMBLA

The foregoing instrument was acknowledged before me this 6 day of June, 2013, by Kathy J. Newbry. She ☐ is personally known to me, or ☒ has produced current Florida Driver License as identification.

(Notary Seal) Bernie W. Manning
Notary Public-State of FL
Comm. Exp. May 31, 2014
Comm. No. DD967622

Signature of Notary Public

Printed Name of Notary Public

ACCEPTANCE

This Public Road and Right-of-Way Easement is accepted by Escambia County, Florida on the _____ day of _____, 2013, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBLA COUNTY, FLORIDA

Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form and legal sufficiency.

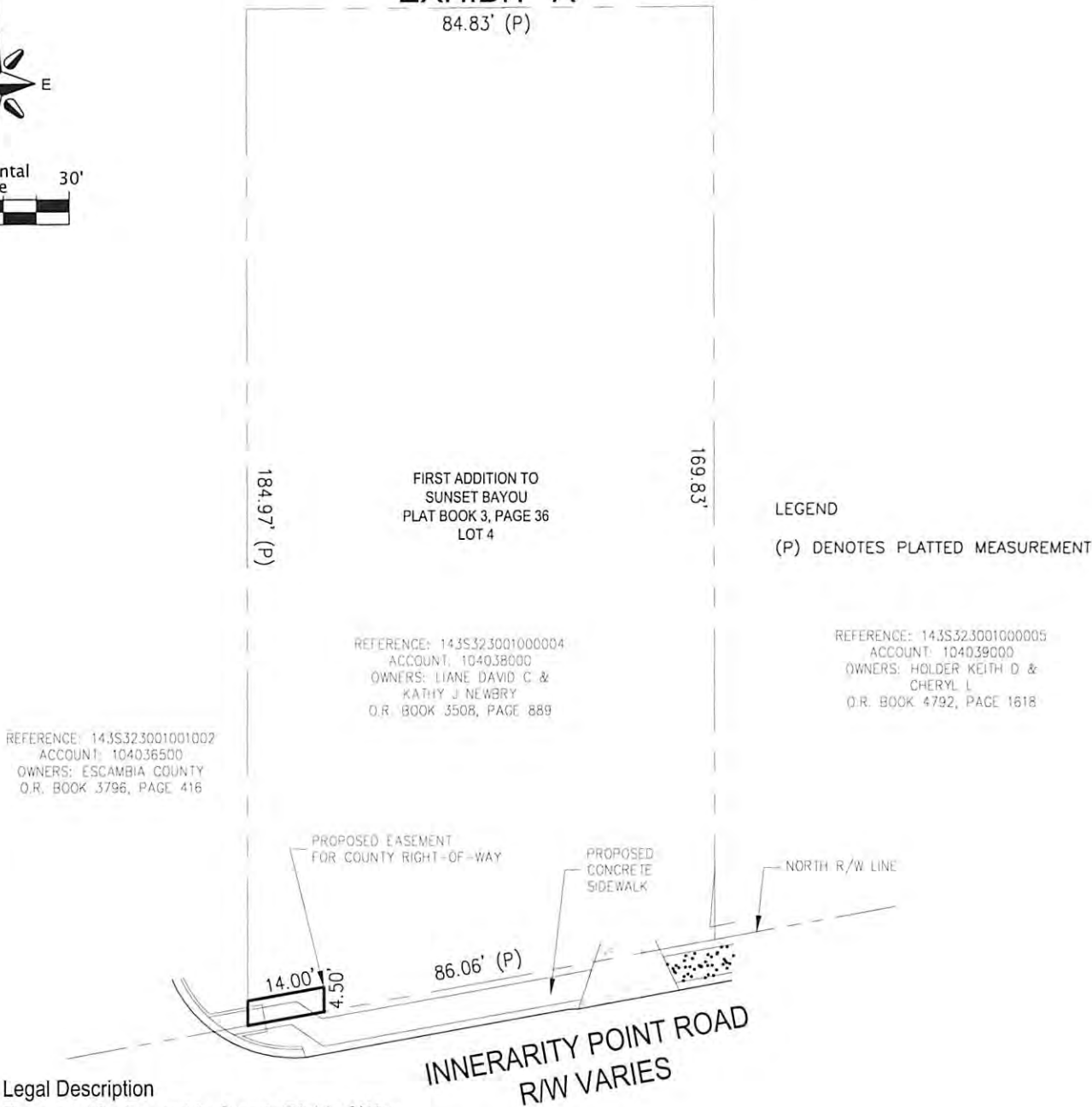
By

Title

Date

Schwart
Asst. County Attorney
June 7, 2013

LEGAL DESCRIPTION AND SKETCH
EXHIBIT "A"



Legal Description
Easement for Escambia County Right-of-Way
Property Reference Number 14-3S-32-3001-000-004
May 1, 2013

An easement for Escambia County Right-of- Way over a parcel of land lying and being in Section 14, Township 3 South, Range 32 West, Escambia County, Florida, being more particularly described as follows:

The South 4.50 feet of the West 14.00 feet of Lot 4, First Addition to Sunset Bayou, as recorded in Plat Book 3 at page 36 of the public records of Escambia County, Florida, the East line of said easement being parallel to the West line of said Lot 4 and the North line of said easement being parallel to the North right-of-way line of Innerarity Point Road (R/W varies).

SURVEYOR'S NOTES

- 1) NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
- 2) UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
- 3) MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARD FOOT.
- 4) FIELD DATE: JANUARY 2, 2013; FIELD NOTES RECORDED IN FIELD BOOK 512, PAGE 1-24 AND FIELD BOOK 513, PAGES 1-10.
- 5) THE SURVEY DATUM SHOWN HEREON IS BASED ON ESCAMBIA COUNTY DEEDS OF RECORD; ESCAMBIA COUNTY PROPERTY APPRAISER'S MAPS; FIRST ADDITION TO SUNSET BAYOU PLAT BOOK 3, PAGE 36 AS RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, AN ESCAMBIA COUNTY ENGINEERING DRAWING L-4947 DATED JANUARY 8, 2013, AND EXISTING FIELD MONUMENTATION.
- 6) NORTH AND BEARINGS SHOWN HEREON WERE REFERENCED TO THE WEST LINE OF FIRST ADDITION TO SUNSET BAYOU BEING NORTH 00°00'00"E.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

| | |
|---|----------------------------|
| Drawn By: MK / CSR | Project No.: 20120086 |
| Survey Date: 01/02/2013 | Drawing No. L-4947A |
| Drawing Date: 05/06/2013 | Field Book: 512 Page: 1-24 |
| Section, Township, Range: 14, T-3-S, R-32-W | |
| Type of Survey: | Sheet No. 1 of 1 |
| Legal Description and Sketch | |
| Revisions: | Date: |
| | |
| | |

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

R.S. Colocato
R.S. Colocato Professional Surveyor and Mapper No. 6049
The Legal Description and Sketch shown hereon is true and correct and in compliance with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors & Mappers, in Chapter 5J, 17-030, 5J-17-051 and 5J-17-052, Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

Date: 05/06/13
State of Florida



[ECPA Home](#)


Chris Jones

Escambia County Property Appraiser

[Real Estate Search](#)
[Tangible Property Search](#)
[Amendment 1 Calculations](#)
[Back](#)

[Navigate Mode](#)

[Account](#)
[Printer Friendly Version](#)
[Reference](#)


General Information

Reference: 143S323001000004
Account: 104038000
Owners: LIANE DAVID C &
 KATHY J NEWBRY
Mail: 14220 INNERARITY POINT RD
 PENSACOLA, FL 32507
Situs: 14220 INNERARITY RD 32507
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

2012 Certified Roll Assessment

Improvements: \$49,870
Land: \$30,624

Total: \$80,494
[Save Our Homes:](#) \$54,086

[Disclaimer](#)
[Amendment 1 Calculations](#)

Sales Data

| Sale Date | Book | Page | Value | Type | Official Records (New Window) |
|-----------|------|------|----------|------|-------------------------------|
| 01/1994 | 3508 | 889 | \$10,000 | WD | View Instr |
| 01/1994 | 3503 | 169 | \$10,000 | WD | View Instr |
| 08/1984 | 1968 | 549 | \$4,000 | WD | View Instr |

Official Records Inquiry courtesy of Pam Childers
 Escambia County Clerk of the Circuit Court and
 Comptroller

2012 Certified Roll Exemptions HOMESTEAD EXEMPTION

Legal Description

LOT 4 1ST ADDN TO SUNSET
 BAYOU PB 3 P 36 OR 3508 P 889

Extra Features


UTILITY BLDG

**Parcel
Information**

[Restore Map](#)
[Launch Interactiv](#)

Section Map
Id:
[14-3S-32-1](#)

**Approx.
Acreage:**
0.3100

Zoned: 
R-3

**Evacuation
& Flood
Information**
[Open Report](#)

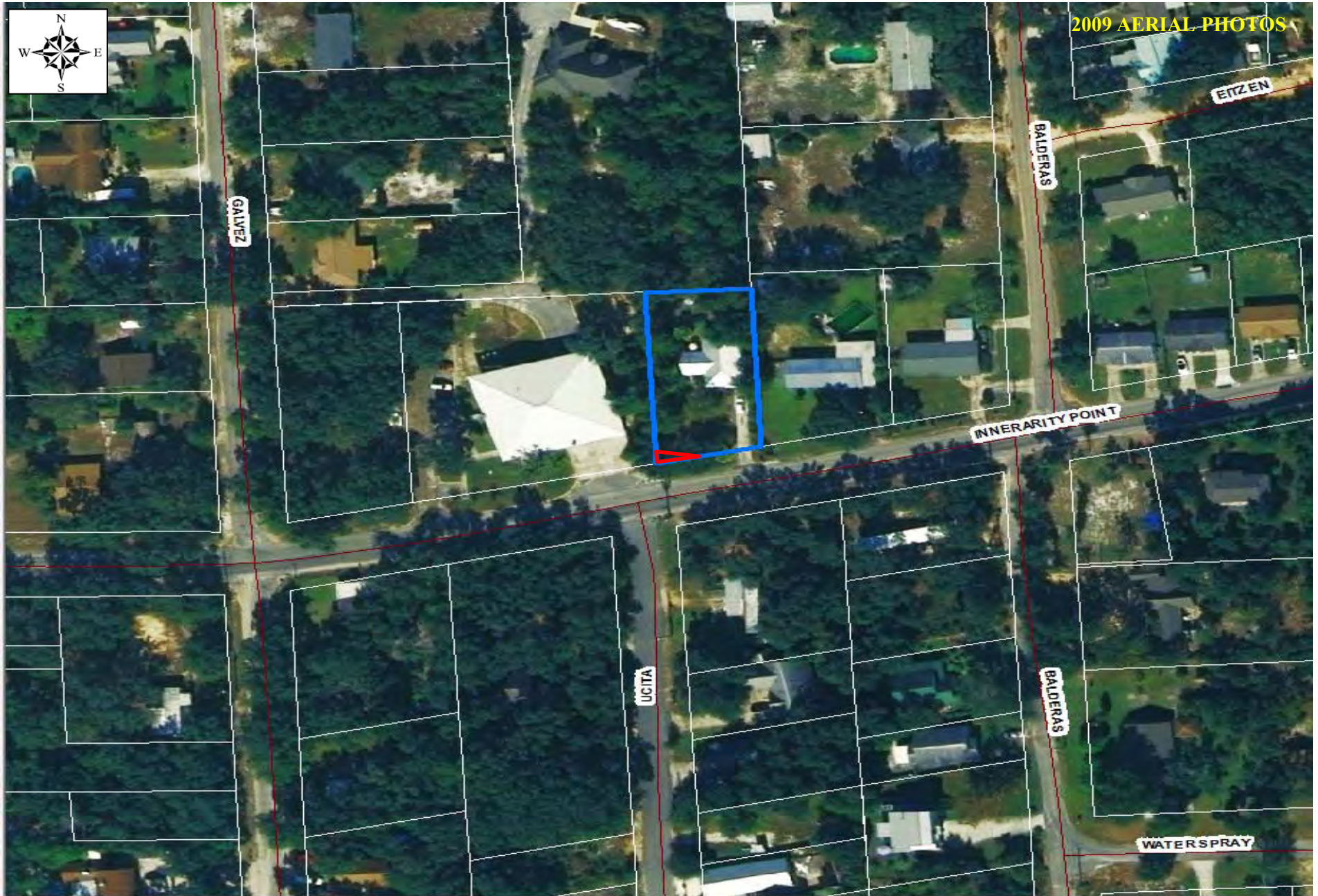
Building 1 - Address: 14220 INNERARITY RD, Year Built: 1994, Effective Year: 1994

FOUNDATION-SLAB ON GRADE
EXTERIOR WALL-VINYL SIDING
NO. PLUMBING FIXTURES-6.00
DWELLING UNITS-1.00
ROOF FRAMING-GABL/HIP COMBO
ROOF COVER-METAL/MODULAR
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

BASE AREA - 1002
GARAGE FIN - 312
OPEN PORCH FIN - 60
SCRN PORCH UNF - 288



INNERARITY POINT ROAD SIDEWALK PROJECT



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
SSW 04/18/13 DISTRICT 2

 David Liane & Kathy Newbry Property/ Parcel 14-3S-32-3001-000-004

 Proposed Easement Area for Sidewalk Project



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4571

County Administrator's Report 19. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/11/2013

Issue: Supplemental Budget Amendment #185 - State of Florida, Division of Emergency Management Grant Awards

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #185 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #185, Other Grants and Projects Fund (110) in the amount of \$148,054, to recognize proceeds from two State of Florida Division of Emergency Management (FDEM) Grant Agreements, and to appropriate these funds for the Department of Community Affairs (DCA) Civil Defense Grant activities, and the Emergency Management Performance Grant activities.

BACKGROUND:

Escambia County has been awarded two FDEM grants that are being appropriated with this amendment. Agreement #14-BG-XX-01-27-01-017 is a DCA Civil Defense Grant for \$105,806, and agreement #14-FG-XX-01-27-01-084 is an Emergency Management Performance Grant for \$99,728. For the Emergency Management Performance Grant, only \$42,248 is being appropriated here because the associated cost center already contains the balance.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$148,054.

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#185

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

**Resolution Number
R2013-**

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 two grants by the State of Florida, Division of Emergency Management, and these funds 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, 2013:

| | | | |
|----------------------------|--------------------|---------------------|------------------|
| Other Grants & Projects | 110 | | |
| Fund Name | Fund Number | | |
| Revenue Title | Fund Number | Account Code | Amount |
| DCA Civil Defense Grant | 110 | 331228 | \$105,806 |
| Emergency Mgmt Performance | 110 | 331266 | \$42,248 |
| Total | | | \$148,054 |

| | | | |
|--------------------------------|--------------------------------|---|------------------|
| | | Account Code/ Project Number | Amount |
| Appropriations Title | Fund Number/Cost Center | | |
| Travel & Per Diem | 110/330412 | 54001 | \$10,000 |
| Communications | 110/330412 | 54101 | \$8,006 |
| Freight and Postage | 110/330412 | 54201 | \$300 |
| Repairs and Maintenance | 110/330412 | 54601 | \$10,950 |
| Printing and Binding | 110/330412 | 54701 | \$15,000 |
| Promotional Activities | 110/330412 | 54801 | \$5,000 |
| Office Supplies | 110/330412 | 55101 | \$10,000 |
| Operating Supplies | 110/330412 | 55201 | \$23,050 |
| Books, Pubs, Subs | 110/330412 | 55401 | \$5,000 |
| Training and Educational Costs | 110/330412 | 55501 | \$2,500 |
| Machinery & Equipment | 110/330412 | 56401 | \$16,000 |
| Regular Salaries | 110/330413 | 51201 | \$1,295 |
| FICA | 110/330413 | 52101 | \$99 |
| Retirement | 110/330413 | 52201 | \$582 |
| Life and Health | 110/330413 | 52301 | \$500 |
| Workers Compensation | 110/330413 | 52401 | \$3 |
| Communications | 110/330413 | 54101 | \$6,469 |
| Repairs and Maintenance | 110/330413 | 54601 | \$14,000 |
| Office Supplies | 110/330413 | 55101 | \$2,500 |
| Operating Supplies | 110/330413 | 55201 | \$4,500 |
| Books, Pubs, Subs | 110/330413 | 55401 | \$300 |
| Training & Educational Costs | 110/330413 | 55501 | \$3,500 |
| Machinery & Equipment | 110/330413 | 56401 | \$8,500 |
| Total | | | \$148,054 |

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:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

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

Gene M. Valentino, Chairman

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment
#185



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4548

County Administrator's Report 19. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/11/2013

Issue: Escambia Consortium 2013 Annual Action Plan

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Escambia Consortium 2013 Annual Action Plan - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning approval of the Escambia Consortium 2013 Annual Action Plan:

A. Approve the Escambia Consortium 2013 Annual Action Plan for Housing and Community Development, including the Escambia County 2013 Annual Plan, detailing use of 2013 Community Development Block Grant (CDBG) funds, in the amount of \$1,678,503; 2013 HOME Investment Partnerships Act (HOME) funds, in the amount of \$960,936; and 2013 Emergency Solutions Grant Program (ESG) funds, in the amount of \$122,946; and

B. Authorize the Interim County Administrator to execute all 2013 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 authorize the Interim County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2013 CDBG, 2013 HOME, and 2013 ESG Programs.

[Funding: Fund 129, CDBG; Fund 147, HOME; and Fund 110, ESG - Cost Centers to be assigned]

A complete copy of the entire Annual Action Plan is available for review in the County Administrator's Office or on the County's website at: <http://www.myescambia.com> (Community/Neighborhood Enterprise Foundation Program Plans and Reports).

BACKGROUND:

With Congressional approval of the National Affordable Housing Act, local government grantees are required to prepare and submit for HUD approval a local housing specific planning document encompassing a five year period, known as the Consolidated Plan (for Housing and Community Development). Neighborhood Enterprise Foundation, Inc. (NEFI), in conjunction with representatives of other members of the Escambia Consortium (City of Pensacola, Santa Rosa County, and City of Milton) prepared the 2010-2014 Escambia Consortium Consolidated Plan, as approved by the Board on August 4, 2011(see **Exhibit I** for

Board resume) and by the U.S. Department of HUD in October 2011, enabling the local jurisdictions to continue to receive HUD funds under the CDBG, HOME, and ESG programs.

Additionally, each year the Consortium must prepare and submit an Annual Action Plan, which incorporates the specific funding applications of all member jurisdictions for the CDBG, HOME, and ESG Programs for that fiscal year. This funding will encompass the HUD Program Year extending from October 1, 2013 through September 30, 2014. A detailed breakdown of the projects and activities to be financed with 2013 CDBG, HOME, and ESG resources is provided in **Exhibit II** (NOTE: Exhibit II summarizes the Plan; due to the large size of the document, a complete copy of the entire Annual Action Plan is available for review in the County Administrator's Office or on the County's website at: <http://www.myescambia.com> community/neighborhood enterprise foundation program plans and reports

Activities included in the Plan are also in direct support of the Escambia County Comprehensive Plan Housing Element and the County's Community Redevelopment Agency areas and Enterprise Zone initiatives.

A public notice regarding preparation of the 2013 Annual Plan was published in the *Pensacola News Journal* on March 24, 2013 to initiate the public participation process in order to receive public input, comments and agency proposals or recommendations concerning housing and community development needs and priorities within the area. A public hearing was held in Escambia County on April 16 and one public hearing was held in Santa Rosa County on April 17. Following the input phase of the process, the Plan was drafted and made available for public review and comment. During this period, various County Departments typically submit project proposals for CDBG eligible activities targeting lower income neighborhoods. The CDBG, HOME and ESG activities proposed for funding through the 2013 Annual Action Plan were prominently advertised in the *Pensacola News Journal* on May 18, 2013 for a minimum 30 day comment period, and two additional public hearings were held on June 11 in Escambia County and June 12 in Santa Rosa County, to receive public review, comments and specific input concerning the draft Plan. Finally, as denoted in the public notice, written comments were received by the Consortium through June 20, 2013. Copies of the draft Annual Action Plan were available in numerous accessible locations in Escambia and Santa Rosa Counties during the review period.

The final step in the process is to obtain approval of the Plans by all governmental bodies within the Consortium. The City of Pensacola, Santa Rosa County, and the City of Milton will approve the Plans during their respective July Council (or Board) meetings, with Escambia County's approval currently targeted for July 11, 2013. Escambia County serves as the lead participating jurisdiction for the Consortium. The Plan is due to HUD on or before August 15, 2013, and HUD approval is anticipated in late October 2013.

BUDGETARY IMPACT:

The Annual Action Plan does not commit any County General Fund revenue. The County will receive the below listed amounts for uses specified in the Annual Action Plan and summarized in Exhibit I of this recommendation:

| <u>Funding</u> | <u>Amount</u> |
|-----------------------|----------------------|
| CDBG/Fund 129 | \$1,678,503 |
| HOME/Fund 147 | \$960,936 |
| ESG/Fund 110 | \$122,946 |
| TOTALS: | \$2,762,385 |

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

There will be no impact upon County personnel or positions as a result of the Board's approval of the Escambia Consortium Annual Action Plan. Preparation of the Plan and implementation of the CDBG, HOME, and ESG activities financed hereunder are administered by existing NEFI staff, and/or staff of the Consortium's member jurisdictions.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Annual Action Plan requires formal approval by the Board prior to submission to HUD by the August 15 deadline in order to receive CDBG, HOME, and ESG funding.

IMPLEMENTATION/COORDINATION:

Completion of the Annual Plan process necessitated extensive coordination with many sectors of the local community, such as public and private affordable housing interests; County Departments with respect to CDBG project activities; non profit public service agencies; agencies of the State of Florida; local public housing authorities; organizations providing services to the homeless; Escambia County, City of Pensacola and Santa Rosa County administrative and program staff; interested citizens; and low/moderate income families. This Plan would have been an impossibility without the extensive level of input provided by governmental and community agencies, and direction provided by HUD staff. The Annual Action Plan was jointly prepared through the efforts of NEFI, Escambia County's Community & Environment Department, the Pensacola Housing Department and Santa Rosa County's Community Planning, Zoning, and Development Division.

Attachments

Exhibit I

Exhibit II

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.

NOTE: THE FOLLOWING IS A **SUMMARY** OF THE 2013 ANNUAL PLAN. A COMPLETE COPY OF THE PLAN CAN BE VIEWED IN THE COUNTY ADMINISTRATOR'S OFFICE OR ON THE COUNTY WEBSITE AT:
<http://www.myescambia.com/sites/myescambia.com/files/pages/2012/Oct/Neighborhood%20Enterprise%20Foundation%20Program%20Plans%20and%20Reports/2013%20Escambia%20Consortium%20Annual%20Plan%20Final%206-18-13.pdf>

2013/2014 ANNUAL PLAN

(OCTOBER 1, 2013 - SEPTEMBER 30, 2014)

COMPRISED OF:

**ESCAMBIA COUNTY, CITY OF PENSACOLA, SANTA ROSA
COUNTY, AND CITY OF MILTON**

CONTACTS:

ESCAMBIA COUNTY (Lead Agency):

Randy Wilkerson, Executive Director
Neighborhood Enterprise Foundation, Inc.
Community & Environment Department
P.O. Box 18178
Pensacola, Florida 32523
Phone: (850) 458-0466
Fax: (850) 458-0464
wrwilker@myescambia.com

CITY OF PENSACOLA:

Marcie Whitaker, Housing Administrator
Housing Office
City of Pensacola
P.O. Box 12910
Pensacola, Florida 32521
Phone: (850) 858-0350
Fax: (850) 595-0113
mwhitaker@cityofpensacola.com

SANTA ROSA COUNTY/MILTON:

Erin Malbeck, Housing Program Coordinator
Santa Rosa County Community Planning,
Zoning and Development Division
6051 Old Bagdad Highway, Suite 201
Milton, FL 32583
Phone: (850) 981-7089
Fax: (850) 981-7099
ErinM@santarosa.fl.gov

DATE: August 15, 2013



2013 Annual Action Plan

Escambia Consortium

SF 424

| | | | |
|--|-------------------------------------|--|---|
| Date Submitted 8/10/13 | Applicant Identifier 59-6000-598 | Type of Submission | |
| Date Received by state 8/14/13 | State Identifier n/a | Application | Pre-application |
| Date Received by HUD 8/14/13 | Federal Identifier | <input checked="" type="checkbox"/> Construction | <input type="checkbox"/> Construction |
| | | <input type="checkbox"/> Non Construction | <input type="checkbox"/> Non Construction |
| Applicant Information | | | |
| Escambia County | | UOG Code: 129033 | |
| Mailing: P.O. Box 1591 | | Organizational DUNS: 075079673 | |
| Physical: 221 Palafox Place | | Escambia County Board of County Commissioners | |
| Pensacola | Florida | Community & Environment Department | |
| 32597 | Country U.S.A. | Neighborhood Enterprise Foundation, Inc. | |
| Employer Identification Number (EIN): | | Escambia County | |
| 59-6000-598 | | Program Year Start Date (MM/DD): 10/01 | |
| Applicant Type: | | Specify Other Type if necessary: | |
| Local Government: Consortium (Escambia County) | | N/a | |
| Program Funding | | U.S. Department of Housing and Urban Development | |
| Activities of the Escambia Consortium including CDBG, HOME and ESG Programs in the amounts denoted in the following section. | | | |
| Community Development Block Grant | | 14.218 Entitlement Grant CDBG | |
| CDBG Project Titles Escambia County CDBG Program | | Description of Areas Affected by CDBG Project(s) Escambia County, Florida | |
| \$CDBG Grant Amount \$1,678,503 (actual) | \$Additional HUD Grant(s) Leveraged | Describe | |
| \$Additional Federal Funds Leveraged | | \$Additional State Funds Leveraged | |
| \$Locally Leveraged Funds | | \$Grantee Funds Leveraged | |
| \$Anticipated Program Income \$15,000 | | Other (Describe) | |
| Total Funds Leveraged for CDBG-based Project(s) \$1,693,503 | | | |

| | | | |
|---|--|--|--|
| Home Investment Partnerships Program | | 14.239 HOME | |
| HOME Project Titles Escambia Consortium HOME Program | | Description of Areas Affected by HOME Project(s) Escambia Consortium, Florida | |
| \$HOME Grant Amount \$960,936 (actual) | \$Additional HUD Grant(s) Leveraged | Describe | |
| \$Additional Federal Funds Leveraged | | \$Additional State Funds Leveraged | |
| \$Locally Leveraged Funds \$ 240,234 (carry forward matching) | | \$Grantee Funds Leveraged | |
| \$Anticipated Program Income | | Other (Describe) | |
| Total Funds Leveraged for HOME-based Project(s) \$1,201,170 | | | |
| Housing Opportunities for People with AIDS | | 14.241 HOPWA | |
| HOPWA Project Titles N/A | | Description of Areas Affected by HOPWA Project(s) | |
| \$HOPWA Grant Amount | \$Additional HUD Grant(s) Leveraged | Describe | |
| \$Additional Federal Funds Leveraged | | \$Additional State Funds Leveraged | |
| \$Locally Leveraged Funds | | \$Grantee Funds Leveraged | |
| \$Anticipated Program Income | | Other (Describe) | |
| Total Funds Leveraged for HOPWA-based Project(s) | | | |
| Emergency Solutions Grant Program | | 14.231 ESG | |
| ESG Project Titles Escambia County ESG | | Description of Areas Affected by ESG Project(s) Escambia County, Florida | |
| \$ESG Grant Amount \$122,946 (actual) | \$Additional HUD Grant(s) Leveraged | Describe | |
| \$Additional Federal Funds Leveraged | | \$Additional State Funds Leveraged | |
| \$Locally Leveraged Funds \$122,946 | | \$Grantee Funds Leveraged | |
| \$Anticipated Program Income | | Other (Describe) | |
| Total Funds Leveraged for ESG-based Project(s) \$245,892 | | | |
| Congressional Districts of: | | Is application subject to review by state Executive Order 12372 Process? | |
| Applicant Districts FL DISTRICT 01 | Project Districts FL DISTRICT 01 | | |
| Is the applicant delinquent on any federal debt? If "Yes" please include an additional document explaining the situation. | | <input checked="" type="checkbox"/> Yes | This application was made available to the state EO 12372 process for review on 8/14/13 |
| | | <input type="checkbox"/> No | Program is not covered by EO 12372 |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> N/A | Program has not been selected by the state for review |

Escambia Consortium

| | | |
|--|---|----------------------|
| Person to be contacted regarding this application | | |
| First Name: Walton | Middle Initial: R. | Last Name: Wilkerson |
| Title: Executive Director | Phone: (850) 458-0466 | Fax: (850) 458-0464 |
| E-Mail: rrwilk@co.escambia.fl.us | Grantee Website: www.myescambia.com | Other Contact |
| Signature of Authorized Representative: | | Date Signed: |
| George Touart, Interim County Administrator, Escambia County | | |

Witnessed: _____

Print Name: _____

Witnessed: _____

Print Name: _____

Approved as to form and legal sufficiency:

This document approved as to form
and legal sufficiency.

By: 

Title: Interim County Administrator

Date: 6/24/13

ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY

REVISED FINAL DOCUMENT

(June 11, 2013)

(Reflecting HUD 2013 funding allocations provided on 5/29/13)

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2013/2014 Annual Housing and Community Development Plan for the period October 1, 2013 - September 30, 2014. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2013/2014 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Solutions Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the local median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2013 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola
Housing
420 West Chase Street
Pensacola, Florida
(Closed on Fridays)

County Administrator's Office
Escambia County Courthouse
Fourth Floor
221 Palafox Place
Pensacola, Florida

Neighborhood Enterprise
Foundation, Inc. (NEFI)
3420 Barrancas Avenue
Pensacola, Florida

County Administrator's Office
Santa Rosa County Administrative Complex
6495 South Caroline Street
Milton, Florida

Pensacola Regional Library
Reference Desk/Second Floor
200 West Gregory Street
Pensacola, Florida

ESCAMBIA CONSORTIUM, FLORIDA ANNUAL ACTION PLAN SUMMARY (October 1, 2013 - September 30, 2014)

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development for Program Year 2013 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Solutions Grant (ESG) funding in the total amount of **\$3,490,432** which is detailed as follows. (Congressional funding cuts to the 2013 CDBG, HOME and ESG Programs are projected in this Plan). The actual final allocations may vary to some degree from that cited below):

ESCAMBIA COUNTY
2013/2014 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

HOUSING REHABILITATION:

FUNDING:

Housing Rehabilitation Program (General)

\$500,500*

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 9 substandard homeowner occupied units, optional sanitary sewer connection assistance for lower income owners in targeted areas and related program operating costs. Funds may also be used to provide energy improvements, weatherization and storm protection/mitigation improvements, such as insulation, hurricane shutters/film, rated windows, lead based paint assessment and abatement, and other applicable improvements. (Unincorporated Escambia County)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is \$15,000). (Unincorporated Escambia County)

TEMPORARY RELOCATION:

\$20,000

Funds to provide temporary relocation for families whose dwelling units are being rehabilitated via the County's Housing Rehabilitation Program. (Unincorporated Escambia County)

PROGRAM PLANNING, ADMINISTRATION AND FAIR HOUSING:

General Grant Administration/Management

\$307,698

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program and indirect costs (Finance).

Escambia County Community Redevelopment Agency

\$10,000

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County, as well as the County's Enterprise Zone.

Fair Housing

\$ 18,000

Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

ESCAMBIA BROWNFIELDS REDEVELOPMENT:

Brownfields Community Redevelopment Project

\$200,000

Funds allocated for this activity will be used to identify and assess actual or perceived environmental contamination issues, and partially support remediation/redevelopment costs associated with vacant or abandoned commercial properties that have been designated as Brownfield sites and are located within the County's Community Redevelopment Areas (Palafox Corridor, Warrington, Brownsville, Barrancas, and Englewood), the City of Pensacola's Community Redevelopment Areas; the County or City's designated Enterprise Zones; and/or designated Brownfield sites within the County or City. Funds may be used to pay for site evaluations/assessments (including but not limited to: title searches, property surveys, access/utilization agreements, quality assurance project reviews, Phase I & II environmental assessments and Brownfield site assessments), site remediation/clean-up costs and/or public infrastructure related development expenses. Activities will be closely coordinated with other local, Federal or State Brownfield Programs. (Limited to areas of slum and blight as designated by Escambia County or the State of Florida in accordance with Florida law, including designated Brownfield sites).

PUBLIC SERVICES:**Council on Aging of West Florida, Inc.****\$47,000**

Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

CRA/Neighborhood Restoration Program**\$175,000**

Funds provide staffing and support for targeted community redevelopment, reinvestment, and neighborhood-based initiatives implemented specifically within designated areas of slum and blight in Escambia County, specifically the Warrington, Brownsville, Englewood, Barrancas, and Palafox Corridor Community Redevelopment Areas, as well as County's Enterprise Zone.

DEMOLITION/CLEARANCE**Demolition/Clearance of Unsafe Structures or Properties****\$20,000**

Funds will be used to assist with the elimination of dilapidated, structurally unsound buildings and/or abandoned lots/properties in designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas, Palafox Corridor Community Redevelopment Areas and Century.

PUBLIC FACILITIES AND IMPROVEMENTS:**Fire Hydrants/Water Main Upgrade****\$90,000**

Provides for installation of fire hydrants and adequately sized water supply mains in CDBG Target Area lower income neighborhoods in unincorporated Escambia County (as prioritized locally in conjunction with the utility provider). Should funds remain after completion of these improvements, additional related improvements will be made in other local CDBG eligible areas.

County Facility Handicapped Accessibility Improvement Project**\$45,000**

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. (Countywide)

Community Redevelopment Facade Improvement Program**\$40,000**

Prior year funds will continue to support matching grants not to exceed \$25,000 per commercial business for exterior/facade, streetscape and related improvements along the commercial corridors located in the designated Community Redevelopment Areas (including Warrington, Barrancas, Brownsville, Englewood and the Palafox Corridor), and the County's Enterprise Zone, the boundaries of which are legally defined in the governing CRA and Enterprise Zone designation ordinances and resolutions.

CRA Neighborhood Improvement Project Enhancements**\$80,305**

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Warrington, Brownsville, Englewood, Palafox Corridor and Barrancas. Funds may also be utilized to support costs for improvements/enhancements to County owned Senior Citizen Center facilities serving neighborhoods in unincorporated Escambia County. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible neighborhoods.

Public Facility: Community Health Clinic Redevelopment Project**\$125,000**

Funds will partially support site development and construction of a new community-based health clinic on County-owned Brownfield property located on Pace Boulevard (Census Tract 4) to improve the delivery of health care services to lower income residents of the surrounding area. In addition to the 2013 funds identified above, up to \$400,000 in prior year CDBG funds will be expended in support of this project.

Redevelopment Area Neighborhood Renewal Incentive/Initiative**\$ 0**

Until exhausted, prior year funds will be provided for small scale community based, volunteer projects targeting improvements to public right-of-way, neighborhood beautification and enhancement activities carried out in locally designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas, and Palafox Corridor Community Redevelopment Areas.

TOTAL 2013 ESCAMBIA COUNTY CDBG FUNDS (ACTUAL)**\$1,678,503****=====****CITY OF PENSACOLA****FY2013-2014 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)****PROPOSED BUDGET AND ACTIVITIES DESCRIPTION****HOUSING REHABILITATION:****FUNDING****Housing Rehabilitation Loan/Grant Programs****\$453,659***

Funds to repair and/or rehabilitate owner-occupied houses (Housing Rehabilitation Program); to provide for structural modifications and the removal of architectural barriers to accommodate the needs of persons with disabilities (Residential Handicap Accessibility Program); to provide for the federally mandated evaluation and control of lead based paint hazards for projects with a house constructed prior to 1978 (LBP Hazard Reduction Activity); and to provide for administrative costs of these programs and other related housing rehabilitation/repair activities. Funding will provide for the rehabilitation/repair of 8-10 owner occupied housing units. These programs are available to low and moderate income persons occupying their homestead residence within the corporate limits of the City of Pensacola. (City Wide)

*All program income from housing rehabilitation loans will be used to rehabilitate and/or repair homeowner occupied units for low and moderate income families located within the corporate limits of the City of Pensacola. (Estimated program income is \$130,000.)

Temporary Relocation**\$ 20,000**

Funds will provide temporary relocation for families whose dwelling units are being rehabilitated via the City's Housing Rehabilitation Programs, which includes the HOME Reconstruction Program. This is a requirement under the Uniform Act. (City-wide)

PUBLIC SERVICES:**Council on Aging of West Florida, Inc. (COA)****\$70,000**

Funds will provide approximately 15,800 meals through the Congregate Meals and Meals on Wheels Programs to low and moderate income elderly, disabled, and/or handicapped residents residing within the City limits which otherwise would not be available. The Meals on Wheels program delivers nutritionally balanced meals to homebound, functionally impaired adults. The Congregate Meals Program provides nutritional meals to eligible adult recipients at five congregate meal sites located within the City and also an element of socialization and recreation. These funds provide direct services. CDBG funds received from the City are utilized by COA as 1:10 leverage for other critical federal and state funding for which COA would most likely be unable to apply. The City has funded COA for over two decades. (City-wide)

Homebuyer and Foreclosure Prevention Education and Counseling**\$33,200**

Pre-purchase homeownership counseling, education, guidance and support for lower income (below 80% of median income) City residents with a goal of owning their own home (Homebuyer's Club); foreclosure prevention guidance, education and assistance in an effort to assist Pensacola residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided under both programs to provide opportunities to review the individual's current situation and discuss options for assistance. (City Wide)

CODE ENFORCEMENT:**Code Enforcement****\$35,000**

Funds to provide code enforcement within the CDBG target area where such enforcement, together with public or private improvements, rehabilitation, or services to be provided, may be expected to arrest the decline of the area. Code enforcement will be conducted within targeted low and moderate income areas within the CDBG Target Area. (CDBG Target Area)

Westside Neighborhood Improvements - Removal of Slum and Blight/**Public Facilities Improvements/Park Improvements****\$30,000**

Funds to provide for improvements in the Westside Neighborhood area which is generally defined by the corporate limit line on the north (Baptist Hospital), City limits on the west, Pine Street on the South, and "A" Street on the east. Improvements may include: removal of slum and blighted conditions, including actual or suspected environmental contamination issues, and support acquisition/remediation/demolition costs associated with vacant or abandoned properties; street paving including the installation of handicap curb cuts and related improvements; sidewalk construction/reconstruction and related improvements; new street lighting; and park improvements.

FY2013-2014 PROGRAM PLANNING AND ADMINISTRATION:**General Grant Administration/Management****\$145,609**

Funds to administer the City's CDBG Program which includes personnel services and operating expenses.

TOTAL FY2013-2014 CDBG PROPOSED BUDGET**\$ 787,468****=====****Projected FY2013-2014 CDBG Grant Allocation****\$ 728,047****Carryover from Completed Projects****\$ 59,421****TOTAL CITY CDBG FUNDS (ACTUAL)****\$ 787,468****=====****ESCAMBIA CONSORTIUM****2013-2014 HOME INVESTMENT PARTNERSHIPS ACT (HOME)****PROPOSED BUDGET AND ACTIVITIES DESCRIPTION****FOR MEMBER JURISDICTIONS****RECOMMENDED PROGRAM ACTIVITIES****FUNDING****ESCAMBIA COUNTY:****SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION****\$386,077**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 3-4 severely substandard homeowner occupied housing units. (Escambia County)

CITY OF PENSACOLA:**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION****\$193,097**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 2-3 severely substandard homeowner occupied housing units. (City of Pensacola)

SANTA ROSA COUNTY:**HOMEBUYER ASSISTANCE****\$141,528**

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 13-15 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):**RENTAL HOUSING DEVELOPMENT (CHDO SET-ASIDE)****\$144,141**

Provide low interest and/or deferred loan assistance to partially support the costs for development of approximately 2 affordable rental, special needs or homeless housing units through activities of locally designated non-profit Community Housing Development Organizations (CHDO's) in Escambia or Santa Rosa County.

ADMINISTRATION/MANAGEMENT (JOINT)**\$96,093**

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2013 HOME Funds Available to the Consortium (Estimated)

\$ 960.936

(Local match provided through limited SHIP funds and carry forward match balance)

TOTAL 2013 HOME FUNDS (ACTUAL)**. \$ 960.936****=====****2013-2014 EMERGENCY SOLUTIONS GRANT (ESG)****PROPOSED BUDGET AND ACTIVITIES DESCRIPTION****Activity ESG 13 - Emergency Shelter/Operations****\$ 87,689**

Provides funding to partially support operational costs of the Loaves and Fishes Soup Kitchen, Inc. Homeless Center and Emergency Shelter for families. (257 East Lee Street, Pensacola, Florida)

Activity ESG 13 - Rapid Re-Housing & Homeless Prevention**\$ 26,037**

Provides funding, based on Continuum of Care priorities, for: (1) Rapid Re-housing for individuals/families with incomes below 30% of median; and (2) homelessness prevention for individuals/ families with incomes below 30% of median.

Administration**\$ 9,220**

Administrative Cost (7.5%): \$3,074 to EscaRosa Coalition on the Homeless Project Management and \$6,146 to Escambia County Indirect Cost.

TOTAL 2013 ESG FUNDS (ACTUAL)**\$122,946****=====**

THE ABOVE REVISED FINAL BUDGET AND PROJECT ALLOCATIONS (BASED ON THE MAY 2013 HUD FUNDING NOTICE) WERE DISTRIBUTED AND DISCUSSED DURING THE TWO PUBLIC HEARINGS sponsored by the Consortium to afford citizens the opportunity to review, comment and/or provide input regarding the draft 2013/2014 Annual Plan. **The hearings were held at 2:00 P.M. (CST) on Tuesday, June 11, 2013, at the **Pensacola Housing Office, Conference Room, 420 West Chase Street, Pensacola, Florida**; and at 9:00 A.M. (CST) on Wednesday, June 12, 2013 at **Santa Rosa County Public Services Complex, Public Services Media Room, 6051 Old Bagdad Highway, Milton, Florida**.** The final (revised) allocations were also included in the **Draft 2013 Annual Plan** as posted on the Escambia County and City of Pensacola websites.

EXHIBIT I

ESCAMBIA CONSORTIUM

PUBLIC INPUT SUMMARY

PUBLIC PARTICIPATION SCHEDULE

FY 2013 ANNUAL PLAN

2013 CONSOLIDATED PLANNING TASKS

General Public Input, Advertisement, and Public Hearing Process:

| | |
|---------------------------------------|---|
| | Public Notice Requesting Citizen and Agency Input on 2013/2014 Annual Plan |
| March 24, 2013 | News Journal Also: Post on County and City Websites |
| March 24, 2013 thru April 25, 2013 | Public Input Period - Written or Verbal Input |
| April 16, 2013 2:00 - 3:30 PM | Public Meeting – Input for 2013/2014 Annual Plan Housing Needs Escambia-Pensacola (Location: Pensacola Housing Department, Conference Room) |
| April 17, 2013 9:00-10:30 AM | Public Meeting - Input for 2013/2014 Annual Plan Housing Needs Santa Rosa (Location: Santa Rosa County Administrative Center, Public Services Media Room) |
| April 25, 2013 | Initial Public Input Period Ends for the Consortium's 2013/2014 Annual Plan |

FY 2013/2014 Annual Plan Review and Comment Period:

| | |
|---|--|
| April 26, 2013 thru May 17, 2013 | Finalize and Formally Review 2013/2014 CDBG Proposed Projects with Pensacola and Escambia County Administration |
| May 19, 2013 | Public Notice: Proposed 2013/2014 Projects for Review and Comment Pensacola News Journal Also: Post on County and City Websites |
| May 19, 2013 thru June 20, 2013 | 30-Day Public Review and Comment Period |
| June 11, 2013 (planned) 2:00 - 4:00 PM | Final Public Hearings for 2013/2014 Annual Plan: Escambia County/Pensacola (Location: Pensacola Housing Department Conference Room) |
| June 12, 2013 (planned) 9:00-10:30 AM | Santa Rosa County (Location: Santa Rosa County Administrative Center Public Services Media Room,) |
| June 20, 2013 | Final Public Input Period Ends for the Consortium's 2013/2014 Annual Plan |

Consortium FY 2013/2014 Annual Plan Approval Process (tentative dates):

| | |
|----------------|---|
| July 2013 | Draft Annual Plan Reviewed/Approved by: |
| July 25, 2013 | City of Milton |
| July 11, 2013 | Santa Rosa County |
| July 18, 2013 | Escambia County Board of County Commissioners |
| | Pensacola City Council |
| August 2, 2013 | 2013/2014 Annual Plan Finalized (including any revisions by City Council or Board of County Commissioners) |
| August 4, 2013 | Notice of Availability of Final 2013/2014 Annual Plan Published in Pensacola News Journal |
| August 9, 2013 | 2013/2014 Annual Plan submitted to the U.S. Department of Housing and Urban Development (HUD) |

ESCAMBIA COUNTY

CERTIFICATIONS



CPMP Non-State Grantee Certifications

Many elements of this document may be completed electronically, however a signature must be manually applied and the document must be submitted in paper form to the Field Office.

- ☐ This certification does not apply.
☒ This certification is applicable.

NON-STATE GOVERNMENT CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about --
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will --
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted --
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

8. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;
9. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
10. It will require that the language of paragraph 1 and 2 of this anti-lobbying 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 shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

8/15/13

Signature/Authorized Official

Date

George Touart

Name

WITNESSES:

Interim County Administrator, Escambia
County

Title

Signature: _____

Print Name: _____

P.O. Box 1591

Signature: _____

Print Name: _____

Address

Pensacola, FL 32597

City/State/Zip

850-595-4947

Telephone Number

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

This document approved as to form
and legal sufficiency.

By: [Signature]

Title: ADA

Date: 8/26/13

- | |
|--|
| <input type="checkbox"/> This certification does not apply. |
| <input checked="" type="checkbox"/> This certification is applicable. |

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

11. **Maximum Feasible Priority -** With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
12. **Overall Benefit -** The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2012, 2013, 2014, (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
13. **Special Assessments -** It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

14. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
15. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

Compliance with Laws -- It will comply with applicable laws.

| | | |
|---|-------|--|
| <hr/> | | <div style="border: 1px solid black; padding: 2px; display: inline-block;">8/15/13</div> |
| Signature/Authorized Official | | Date |
| <hr/> | | |
| <div style="border: 1px solid black; padding: 2px;">George Touart</div> | | |
| Name | | |
| <div style="border: 1px solid black; padding: 2px;">Interim County Administrator, Escambia County</div> | | WITNESSES: |
| | Title | Signature: _____ |
| <div style="border: 1px solid black; padding: 2px;">P. O. Box 1591</div> | | Print Name: _____ |
| Address | | |
| <div style="border: 1px solid black; padding: 2px;">Pensacola, F: 32597</div> | | Signature: _____ |
| City/State/Zip | | Print Name: _____ |
| <div style="border: 1px solid black; padding: 2px;">850-595-4947</div> | | |
| Telephone Number | | |

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

This document approved as to form and legal sufficiency.

By: 

Title: APR

Date: 6/24/13

- ☒ This certification does not apply.
☐ This certification is applicable.

**OPTIONAL CERTIFICATION
CDBG**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities, which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Interim

Telephone Number

Jurisdiction

- ☐ This certification does not apply.
☒ This certification is applicable.

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

8/15/13

Signature/Authorized Official

Date

George Touart

Name

WITNESSES:

Interim County Administrator, Escambia
County

Title

Signature: _____

Print Name: _____

P.O. Box 1591

Address

Signature: _____

Print Name: _____

Pensacola, FL 32597

City/State/Zip

850-595-4749

Telephone Number

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

This document approved as to form
and legal sufficiency.

By: Justin Skelton

Title: ACT

Date: 6/26/13

- ☒ **This certification does not apply.**
☐ **This certification is applicable.**

HOPWA Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number

- ☐ This certification does not apply.
☒ This certification is applicable.

ESG Certifications

I, George Touart, Chief Executive Officer of Esambia County, Florida, certify that the local government will ensure the provision of the matching supplemental funds required by the regulation at 24 *CFR* 576.51. I have attached to this certification a description of the sources and amounts of such supplemental funds.

I further certify that the local government will comply with:

1. The requirements of 24 *CFR* 576.53 concerning the continued use of buildings for which Emergency Shelter Grants are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used solely for operating costs or essential services.
2. The building standards requirement of 24 *CFR* 576.55.
3. The requirements of 24 *CFR* 576.56, concerning assurances on services and other assistance to the homeless.
4. The requirements of 24 *CFR* 576.57, other appropriate provisions of 24 *CFR* Part 576, and other applicable federal laws concerning nondiscrimination and equal opportunity.
5. The requirements of 24 *CFR* 576.59(b) concerning the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
6. The requirement of 24 *CFR* 576.59 concerning minimizing the displacement of persons as a result of a project assisted with these funds.
7. The requirements of 24 *CFR* Part 24 concerning the Drug Free Workplace Act of 1988.
8. The requirements of 24 *CFR* 576.56(a) and 576.65(b) that grantees develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted with ESG funds and that the address or location of any family violence shelter project will not be made public, except with written authorization of the person or persons responsible for the operation of such shelter.
9. The requirement that recipients involve themselves, to the maximum extent practicable and where appropriate, homeless individuals and families in policymaking, renovating, maintaining, and operating facilities assisted under the ESG program, and in providing services for occupants of these facilities as provided by 24 *CFR* 76.56.
10. The requirements of 24 *CFR* 576.57(e) dealing with the provisions of, and regulations and procedures applicable with respect to the environmental review responsibilities under the National Environmental Policy Act of 1969 and related

authorities as specified in 24 *CFR* Part 58.

11. The requirements of 24 *CFR* 576.21(a)(4) providing that the funding of homeless prevention activities for families that have received eviction notices or notices of termination of utility services will meet the requirements that: (A) the inability of the family to make the required payments must be the result of a sudden reduction in income; (B) the assistance must be necessary to avoid eviction of the family or termination of the services to the family; (C) there must be a reasonable prospect that the family will be able to resume payments within a reasonable period of time; and (D) the assistance must not supplant funding for preexisting homeless prevention activities from any other source.
12. The new requirement of the McKinney-Vento Act (42 *USC* 11362) to develop and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. I further understand that state and local governments are primarily responsible for the care of these individuals, and that ESG funds are not to be used to assist such persons in place of state and local resources.
13. HUD's standards for participation in a local Homeless Management Information System (HMIS) and the collection and reporting of client-level information.

I further certify that the submission of a completed and approved Consolidated Plan with its certifications, which act as the application for an Emergency Shelter Grant, is authorized under state and/or local law, and that the local government possesses legal authority to carry out grant activities in accordance with the applicable laws and regulations of the U. S. Department of Housing and Urban Development.

| | | |
|---|--|---|
| <hr/> | | <div style="border: 1px solid black; padding: 2px; display: inline-block;">8/15/13</div> |
| Signature/Authorized Official | | Date |
| <div style="border: 1px solid black; padding: 2px;">George Touart</div> | | WITNESSES: |
| Name | | Signature: _____ |
| <div style="border: 1px solid black; padding: 2px;">Interim County Administrator, Escambia County</div> | | Print Name: _____ |
| Title | | |
| <div style="border: 1px solid black; padding: 2px;">P.O. Box 1591</div> | | Signature: _____ |
| Address | | Print Name: _____ |
| <div style="border: 1px solid black; padding: 2px;">Pensacola, FL 32597</div> | | |
| City/State/Zip | | <u>APPROVED AS TO FORM AND LEGAL SUFFICIENCY:</u> |
| <div style="border: 1px solid black; padding: 2px;">850-595-4749</div> | | This document approved as to form and legal sufficiency. |
| Telephone Number | | By: <u></u> |
| | | Title: <u>ACA</u> |
| | | Date: <u>8/26/13</u> |

- ☐ This certification does not apply.
- ☒ This certification is applicable.

APPENDIX TO CERTIFICATIONS

Instructions Concerning Lobbying and Drug-Free Workplace Requirements

Lobbying Certification

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.

Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant: Place of Performance (Street address, city, county, state, zip code) Check if there are workplaces on file that are not identified here. The certification with regard to the drug-free workplace is required by 24 CFR part 21.

| Place Name | Street | City | County | State | Zip |
|--|-------------------|-----------|----------|-------|-------|
| Escambia County Courthouse | 221 Palafox Place | Pensacola | Escambia | FL | 32501 |
| Community & Environment Department | 221 Palafox Place | Pensacola | Escambia | FL | 32501 |
| Neighborhood Enterprise Foundation, Inc. | P.O. Box 18178 | Pensacola | Escambia | FL | 32507 |
| | | | | | |
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| | | | | | |

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); "Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the

Jurisdiction

Federal or State criminal drug statutes; "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance; "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including:

- a. All "direct charge" employees;
- b. all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and
- c. temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Note that by signing these certifications, certain documents must be completed, in use, and on file for verification. These documents include:

1. Analysis of Impediments to Fair Housing
2. Citizen Participation Plan
3. Anti-displacement and Relocation Plan

| | | |
|--|-------|--|
| <hr/> | | <div style="border: 1px solid black; padding: 2px; display: inline-block;">8/15/13</div> |
| Signature/Authorized Official | | Date |
| <hr/> | | |
| <div style="border: 1px solid black; padding: 2px; display: inline-block;">Goerge Touart</div> | | |
| Name | | WITNESSES: |
| <div style="border: 1px solid black; padding: 2px; display: inline-block;">Interim County Administrator, Escambia County</div> | | Signature: _____ |
| | Title | Print Name: _____ |
| <div style="border: 1px solid black; padding: 2px; display: inline-block;">P.O. Box 18178</div> | | |
| Address | | Signature: _____ |
| <div style="border: 1px solid black; padding: 2px; display: inline-block;">Pensacola, FL 32597</div> | | Print Name: _____ |
| City/State/Zip | | |
| <div style="border: 1px solid black; padding: 2px; display: inline-block;">850-595-4749</div> | | |
| Telephone Number | | |

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

This document approved as to form and legal sufficiency.

By: _____

Title: _____

Date: _____



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4497

County Administrator's Report 19. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/11/2013

Issue: Bellview Sidewalk Project 12-13.034

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Bellview Sidewalk Project - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract, for the Bellview Sidewalk Project, PD 12-13.034, to Roads, Inc., of NWF, in the amount of \$437,865.79.

[Funding: Fund 110, Other Grants and Projects, Cost Center 210515, Object Code 56301, \$316,577; Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #10EN0641, \$121,288.79]

BACKGROUND:

The Office of Purchasing advertised the solicitation in the Pensacola News Journal. A total of six bids were received.

BUDGETARY IMPACT:

Funding: Fund 110, Other Grants and Projects, Cost Center 210515, Object Code 56301, \$316,577

Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #10EN0641, \$121,288.79

LEGAL CONSIDERATIONS/SIGN-OFF:

The Attorney's Standard Form of Contract will be used.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

Recommendation is in compliance with the Escambia County Florida Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the Contract and Purchase Order.

Attachments

Bid Tab

PUBLIC NOTICE OF RECOMMENDED AWARD

| BID TABULATION | | DESCRIPTION: Bellview Sidewalk Project BID # PD 12-13.034 | | | | | | | |
|---|---|--|--|--------------------------|---|---|----------------------------|---|--------------|
| Bid Opening Time: 3:00 pm CDT Bid Opening Date: 06/25/2013 Bid Opening Location: Rm 11.407 NAME OF BIDDER | Cover Sheet/Acknowledgement | Bid Bond or Check | Written Opinion of Attorney at Law for a foreign state | Drug-Free Workplace Form | Information Sheet for Transactions & Conveyances Corporation ID | Certificate of Authority to do Business in the State of Florida | Acknowledgement of Addenda | Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes | Grand Total |
| | | | | | | | | | |
| Birkshire Johnstone LLC | Yes | Yes | N/A | Yes | Yes | Yes | Yes | Yes | \$564,274.74 |
| | | | | | | | | | |
| Brown Construction of NWF Inc | Yes | Yes | N/A | Yes | Yes | Yes | Yes | Yes | \$500,948.68 |
| | | | | | | | | | |
| Gulf Atlantic Constructors Inc | Yes | Yes | N/A | Yes | Yes | Yes | Yes | Yes | \$579,295.50 |
| | | | | | | | | | |
| J Miller Construction Inc | Yes | Yes | N/A | Yes | Yes | Yes | Yes | Yes | \$547,017.90 |
| | | | | | | | | | |
| Panhandle Grading & Paving Inc | Yes | Yes | N/A | Yes | Yes | Yes | Yes | Yes | \$488,689.00 |
| | | | | | | | | | |
| Roads Inc of NWF | Yes | Yes | N/A | Yes | Yes | Yes | Yes | Yes | \$437,865.79 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| BIDS OPENED BY: | Joe F. Pillitary, Jr., Purchasing Coordinator DATE: 06/25/2013 | | | | | | | | |
| BIDS TABULATED BY: | Angie Holbrook, SOSA DATE: 06/25/2013 | | | | | | | | |
| BIDS WITNESSED BY: | Angie Holbrook, SOSA DATE: 06/25/2013 | | | | | | | | |


CAR
DATE 07/11/2013

BOCC
DATE 07/11/2013

The Purchasing Chief/Designee recommends to the BCC: To award a contract to Roads, Inc. of NWF for an amount of \$437,865.79

Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.
Notes:

Posted @ 9:53 a.m. CDT on 06/28/2013


JFP/abh



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4578

County Administrator's Report 19. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/11/2013

Issue: Supplemental Budget Amendment #187- Road Prison Manhunt Field Trials

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #187 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #187, Escambia Restricted Fund (101) in the amount of \$4,050, to recognize reimbursements the County will be receiving from the Southeastern States Manhunt Field Trial Teams, and to appropriate these funds for related operational expenses at the Road Prison.

BACKGROUND:

The Road Prison will be receiving reimbursements for the Southeastern States Manhunt Field Trials. They expect 27 teams to participate and will pay \$150 per team. These funds must now be recognized and appropriated to cover additional operational activities associated with the event at the Road Prison. These funds will be placed into the Escambia County Restricted Fund (101).

BUDGETARY IMPACT:

This amendment will increase Fund 101 by \$4,050.

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

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

**Resolution Number
R2013-**

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 will receive reimbursements for the Southeastern States Manhunt Field Trials. The Road Prison expects 27 teams to participate and each will be paying \$150 per team to join in the trials. These funds must now be recognized and appropriated to cover additional operational activities associated with the event at the Road Prison.

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, 2013:

| | | | |
|--------------------------|--------------------|---------------------|----------------|
| Escambia Restricted Fund | 101 | | |
| Fund Name | Fund Number | | |
| Revenue Title | Fund Number | Account Code | Amount |
| Reimbursements | 101 | 369401 | 4,050 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Total | | | \$4,050 |

| | | | |
|-----------------------------|--------------------------------|---|----------------|
| | | Account Code/ Project Number | Amount |
| Appropriations Title | Fund Number/Cost Center | | |
| Operating Supplies | 101/290208 | 55201 | 4,050 |
| | | | |
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| Total | | | \$4,050 |

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:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

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

Gene M. Valentino, Chairman

Deputy Clerk

Adopted

OMB Approved

**Supplemental Budget Amendment
187**



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4562

County Administrator's Report 19. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/11/2013

Issue: Approval to Issue Fiscal Year 2012-2013 Purchase Orders in Excess of \$50,000

From: David Wheeler, Department Director

Organization: Facilities Management

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2012-2013 Purchase Orders in Excess of \$50,000 for the Facilities Management Department - David W. Wheeler, CFM, Facilities Management Department Director

That the Board, for the Fiscal Year 2012-2013, approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the Facilities Management Department, as follows:

| Vendor/Contractor | Amount | Contract Number |
|--|----------|-----------------|
| Air Design Systems, Inc. Vendor Number: 011180 HVAC Services Fund: 001 Cost Center: 310204 | \$80,000 | N/A |

[Funding: Fund 001, General Fund, Cost Center 310204, Object Code 56401]

BACKGROUND:

As part of this year's adopted budget, Facilities Management has undertaken numerous capital improvement and HVAC equipment replacement projects. Each of these projects/equipment change outs are well below the \$50,000 allowed for the County Administrator to authorize. Through the accumulation of completed and pending projects/equipment change outs being awarded to Air Design Systems, Inc, we have exceeded the County Administrator authorization approval limit of \$50,000 per year.

BUDGETARY IMPACT:

[Funding: Fund 001, General Fund, Cost Center 310204, Object Code 56401]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4583

County Administrator's Report 19. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/11/2013

Issue: Environmental Enforcement Lien Relief - 9300 Hamman Avenue

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Lien Relief for 9300 Hamman Avenue - Gordon Pike, Corrections Department Director

That the Board authorize the County Attorney's Office to prepare, and the Chairman to execute and convey, to the Emerald Coast Utilities Authority (ECUA), a Partial Release of the Lien, created by the Order of the Environmental Enforcement Special Magistrate, recorded in Official Records Book 6783, at Pages 690 through 745, for Lien Relief for 9300 Hamman Avenue.

BACKGROUND:

On October 18, 2012, the Board granted a request for ECUA for relief from the code enforcement lien recorded in OR Book 6783 at pages 690-745, contingent on ECUA acquiring the property at 9300 Hamman Avenue, paying the County \$1,100 at closing, and demolishing the structure and abating any code violations with 180 days. ECUA took slightly more than 180 days to complete the demolition but otherwise satisfied all of the Board's requirements.

BUDGETARY IMPACT:

N/A

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

9300 Hamman Avenue

Sandra F Slay

From: Steven Littlejohn
Sent: Thursday, May 23, 2013 5:01 PM
To: Stephen G. West; Sandra F Slay
Cc: Tara D. Cannon; Melissa A. Reber
Subject: RE: Ellyson Industrial Park

OK.

From: Stephen G. West
Sent: Thursday, May 23, 2013 4:00 PM
To: Sandra F Slay; Steven Littlejohn
Cc: Tara D. Cannon
Subject: FW: Ellyson Industrial Park

Please have someone check on the demolition of the structure at 9300 Hamman Avenue and let me know if you are happy with ECUA's work. You may remember that on October 18th, 2012, the Board authorized relief from a code enforcement lien on the property, contingent on ECUA demolishing the structure and abating all other code violations.

From: Melissa Collier [<mailto:Melissa@odombarlow.com>]
Sent: Thursday, May 23, 2013 3:41 PM
To: Stephen G. West
Subject: RE: Ellyson Industrial Park

Dear Mr. West:

I just wanted to update you on the status of the Barracks property out at Ellyson Industrial Park. ECUA has informed me that the demolition has been completed. The property has been sodded and the fence will go up soon. Nevertheless, I believe that the requirement that we demolish the property has been completed.

If you could please just drop me a line indicating that the work is acceptable to the County, I would greatly appreciate it. Thank you for your attention to this matter.

Sincerely,

Richard D. Barlow
Odom & Barlow, P.A.
1800 North E Street
Pensacola, Florida 32501
850-434-3527

This e-mail message and all attachments transmitted with it, if any, may contain legally privileged and confidential information intended solely for the use of the addressee. If the reader of this message is not the intended recipient, you are hereby notified that any reading, dissemination, distribution, copying, or other use of this message or any attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately by telephone (850 434-3527) or by electronic mail (email@odombarlow.com) and delete this message and all copies and backups thereof. Thank you.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-27. Approval of Various Consent Agenda Items – Continued

25. Continued...

| <u>Vendor/Contractor</u> | <u>Amount</u> | <u>Contract Number</u> |
|--|---------------|------------------------|
| H. Zeager Hardwood Company Vendor Number: 250182 Playground Improvements Fund: 001 Cost Center 350226 Fund: 352 Cost Center 350229 | \$50,000 | |

26. Approving the *Letter of Agreement* between Escambia County and AHCA (Agency for Health Care Administration), in the amount of \$2,125,000, to provide local match dollars *(in equal quarterly installments of \$531,250 on November 30, 2012, March 31, 2013, and June 15, 2013)* to AHCA to buy back the reimbursement rate for Medicaid claims incurred by Sacred Heart Health System *(for the period July 1, 2012, through June 30, 2013)* (Funding Source: Fund 001, General Fund, Cost Center 110201, Account 58101).

→ 27. Taking the following action concerning Lien Relief for 9300 Hammon Avenue:

A. Authorizing the Chairman to execute and convey to the Emerald Coast Utilities Authority (ECUA) a Partial Release of the Lien created by the Order of the Environmental Enforcement Special Magistrate recorded in Official Records Book 6783, at Pages 690 and 745, upon completion of the following conditions:

- (1) ECUA closing on the purchase of the Hamman Avenue property owned by Ellyson Investments of NW Florida, LLC, within 60 days of the Board's action;
- (2) Payment to the County of \$1,100 at closing; and
- (3) Demolition of the structures on the property and abatement of any other Code violations within 180 days of the Board's action; and

B. Authorizing the Chairman to execute and convey to ECUA a *Waiver of Covenants, Conditions, Restrictions, and Reservations at Ellyson Industrial Park*.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3382

County Administrator's Report 13. 27.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 10/18/2012

Issue: Environmental (Code) Enforcement Lien Relief – 9300 Hamman Avenue

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval: *Charles R. Oliver*

RECOMMENDATION:

Recommendation Concerning Lien Relief for 9300 Hamman Avenue - Gordon Pike, Corrections Department Director

That the Board take the following action concerning Lien Relief for 9300 Hammon Avenue:

A. Authorize the Chairman to execute and convey to the Emerald Coast Utilities Authority (ECUA) a Partial Release of the Lien, created by the Order of the Environmental Enforcement Special Magistrate recorded in Official Records Book 6783, at Pages 690 and 745, upon completion of the following conditions:

1. ECUA closing on the purchase of the Hamman Avenue property owned by Ellyson Investments of NW Florida, LLC, within 60 days of the Board's action;
2. Payment to the County of \$1,100 at closing; and
3. Demolition of the structures on the property and abatement of any other code violations within 180 days of the Board's action; and

B. Authorize the Chairman to execute and convey to ECUA a Waiver of Covenants, Conditions, Restrictions, and Reservations at Ellyson Industrial Park.

BACKGROUND:

Ellyson Investments of NW Florida, LLC, was noticed by the Office of Environmental Enforcement for dilapidated structure, trash, debris and nuisance conditions. They failed to abate the violations and the Office of Environmental Enforcement had no choice but to take the owner before the Special Magistrate. The hearing was scheduled and held on October 25, 2011.

The Special Magistrate assessed a \$200 per day fine starting January 1, 2012, if violations were not abated by December 31, 2011. This order was filed in Public Records on 11/07/2011, OR Book 6783 and Page 690. The property currently has an open and active Special Magistrate Order and violations remain.

ECUA is negotiating with Ellyson Investments of NW Florida, LLC, to purchase the old hotel property located at 9300 Hamman Avenue, which is located inside the Ellyson Field Industrial

Park.

ECUA is requesting a Partial Release of Lien for the Code Enforcement lien attached to 9300 Hamman Avenue.

ECUA plans and agrees to demolish the structure and abate all violations within 60 days from closing.

ECUA and the Seller agree to close on the sale within 60 days from the Board of County Commissioners' action.

The Seller will pay the hard costs (court costs) of \$1,100 at closing.

If demolition is not completed within that time frame, the current and future liens will not be released.

Attached for Board approval is a "Waiver of Covenants, Conditions, Restrictions, And Reservations at Ellyson Industrial Park" to be approved and signed by Chairman, Wilson B. Robertson.

BUDGETARY IMPACT:

Lien amount Costs

Court Costs \$1,100

Fines at \$200 per day ?

TOTAL ?

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

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

9300 Hamman Avenue

**WAIVER OF COVENANTS, CONDITIONS, RESTRICTIONS, AND
RESERVATIONS AT ELLYSON INDUSTRIAL PARK**

THIS WAIVER is made and entered into this _____ day of _____, 2012, by Escambia County, a political subdivision of the State of Florida, acting through its duly authorized Board of County Commissioners, 223 Palafox Place, Pensacola, Florida 32501 ("the County") to and in favor of Emerald Coast Utilities Authority, a local governmental entity, corporate and politic, of the State of Florida, whose mailing address is 9255 Sturdevant Street, Pensacola, Florida ("Owner").

WHEREAS, Owners expect to purchase that certain parcel of real property located in Ellyson Industrial Park described in Exhibit A attached hereto and incorporated herein by reference ("the Property"); and

WHEREAS, the Property is currently improved; and

WHEREAS, in order to induce Owner to purchase the Property and the improvements located thereon, the County has agreed to waive certain rights and regulations pursuant to paragraph 2, article 4 of those certain use regulations and restrictive covenants applicable to portions of Ellyson Industrial Park recorded respectively, in Official Record Book 1787 on Page 58, Official Record Book 2598 on Page 164, and Official Record Book 2727 on Page 545 of the Public Records of Escambia County, Florida ("Restrictions") identified herein since it appears the waiver will not adversely affect the rights of other owners or occupants or the regulatory scheme established by the Restrictions.

NOW THEREFORE, for and in consideration of the promises to induce Owner to purchase the Property, and for other good and valuable consideration, the County and Owner hereby agree as follows:

(1) Obligation to Improve Land. The Parties acknowledge the Restrictions provide in Article 1, Section 7 that "Escambia County shall only convey land in the affected area upon condition that it be improved by the construction thereon, within one year after the owner's acquisition thereof, of buildings and other improvements to be utilized for industrial, manufacturing, processing, fabricating, or other productive uses." Notwithstanding such provision, the County hereby agrees to waive Owner's obligation to improve the land.

(2) Right of Repurchase. The Parties acknowledge that the Restrictions provided in Article 1, Section 8 that Escambia County shall have the option to purchase such property for the purchase price paid by Owner in the event the Owner fails to improve the land. Notwithstanding such provision, the County hereby agrees to waive its right to repurchase the Property pursuant to the terms and conditions contained in the Restrictions.

(3) Except as specifically waived herein, all other terms and provisions of the Restrictions shall remain in full force and affect.

(4) This waiver is being prepared and executed in accordance with the provisions of Article IV, Paragraph 2, of the Restrictions, which require any alteration, change,

or amendment of the Restrictions to be in writing, authorized by formal action by a majority of the members of the Escambia Board of County Commissioners and delivered to the person or firm seeking such waiver.

(5) This waiver shall inure to the Owner and its successors and assigns.

(6) Consistent with Article 1, Section 9, of the Restrictions, the Owner affirms and agrees that the Property shall not be used for commercial incineration (including waste-to-energy conversion), the storage, transfer, or disposal of rubbish, trash or garbage (including recyclables), or the conduct of junk yards.

Signed, sealed and delivered
in the presence of:

ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized
BOARD OF COUNTY COMMISSIONERS

Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

(SEAL)

APPROVED AS TO FORM:

County Attorney or designee

EMERALD COAST UTILITIES
AUTHORITY

By: _____
Stephen E. Sorrell, P.E., M.P.A.
Executive Director

Witness:

Print: _____

Witness:

Print: _____

This document prepared by:
Stephen G. West, Senior Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

PARTIAL RELEASE OF LIEN

The following lien is released from the property owned by the Emerald Coast Utilities Authority, its successors and assigns, located at 9300 Hamman Avenue, Pensacola, Florida, as more particularly described in the deed recorded in Official Record Book ____ at page ____ of the public records of Escambia County, by action of the Escambia County Board of County Commissioners on _____ 2012:

Lien created by the Order of the Environmental Enforcement Special Magistrate, recorded in Official Record Book 6783 at pages 690 and 745 of the public records of Escambia County, Florida.

Nothing in this Partial Release shall otherwise impair, alter, or diminish the lien or the operation of the lien against the property of the defendant named in the lien, and in all other respects, the lien remains in full force and effect.

Executed 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



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: 9300 Hamman Avenue
Property Owner: Ellyson Investments of NW Florida LLC
Original Complaint: Trash, debris, and deteriorated structure
EE Case #: CE 110300932

03/02/11 Received complaint for trash and debris and deteriorated structure. Officer investigated complaint and posted property with notice of violation. Requested notice be sent both regular and certified mail.

03/21/11 Reinspection conducted. Officer did not observe any improvements.

03/24/11 Certified letter received and signed for by Lukus Street.

04/05/11 Reinspection conducted. No change.

05/17/11 Reinspection conducted. Some debris removed. Title search ordered.

06/20/11 Reinspection conducted. Violations remain.

10/06/11 Violations remain. Photos taken. Officer requested special magistrate hearing.

10/18/11 Notice of Hearing sent both regular and certified mail to all parties. Notice sent to owner and received by Lukus Street. Copy of hearing posted on property and photos taken.

10/25/11 Hearing held. \$1,500 court cost awarded to Escambia County, \$200.00 per day fine with a deadline of 01/01/12.

01/10/12 Reinspection conducted and violations remained. Affidavit of Non-compliance files by officer.

03/06/12 Letter of Non-Compliance sent to all parties.

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

Lien amount

Cost

Court Cost

\$1,500.00

Fines (\$200.00 per day) ?

TOTAL ?

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

Recorded in Public Records 11/07/2011 at 02:21 PM OR Book 6783 Page 690,
Instrument #2011078346, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR THE
COUNTY OF ESCAMBIA, STATE OF FLORIDA

ESCAMBIA COUNTY, FLORIDA

VS.

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2011078376 11/07/2011 at 02:43 PM
OFF REC BK: 6783 PG: 745 - 749 Doc Type: CEL
RECORDING: \$44.00

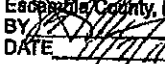
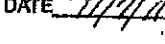
CASE NO: CE#11-03-00932
LOCATION: 9300 Hardman Avenue
PR# 151S30-1101-000-028

Ellyson Investments of NW Florida LLC
P.O. Box 12504
Pensacola, Florida 32591

ORDER

This CAUSE having come before the Office of Environmental
Enforcement Special Magistrate on the Petition of the Environmental Enforcement
Officer for alleged violation of the ordinances of the County of Escambia, State of
Florida, and the Special Magistrate having considered the evidence before him in the
form of testimony by the Enforcement Officer and the respondent or representative,
NONE APPEARED, as well as evidence submitted and after consideration of the
appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate
finds that a violation of the following Code of Ordinance(s) has occurred and continues

- ☒ 42-196 (a) Nuisance Conditions
- ☒ 42-196 (b) Trash and Debris
- ☐ 42-196 (c) Inoperable Vehicle(s); Described _____
- ☐ 42-196 (d) Overgrowth

Certified to be a true copy
Of the original on file in this office.
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
BY: 
DATE: 



CAR 11-27

- ☒ 30-203 Unsafe Building; Described as ☒ Main Structure ☒ Accessory Building(s)
☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☐ (l) ☐ (m) ☐ (n) ☐ (o)
☐ (p) ☐ (q) ☐ (r) ☐ (s) ☐ (t) ☒ (u) ☐ (v) ☐ (w) ☒ (x) ☐ (y) ☐ (z) ☐ (aa) ☐ (bb) ☒ (cc) ☐ (dd)
- ☐ 94-51 Obstruction of County Right-of-Way (ROW)
- ☐ 82-171 Mandatory Residential Waste Collection
- ☐ 82-15 Illegal Burning
- ☐ 82-5 Littering Prohibited
- ☐ LDC Article 6 Commercial in residential and non permitted use
- ☐ LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits
- ☐ LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: ELLYSON INVESTMENTS IN NW FLORIDA, LLC shall have until DECEMBER 31, 2011 to correct the violation and to bring the violation into compliance. Corrective action shall include:

- ☒ Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- ☐ Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- ☒ Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- ☐ Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- ☐ Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- ☐ Immediately cease burning and refrain from future burning
- ☒ Remove all refuse and dispose of legally and refrain from future littering
- ☐ Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- ☐ Obtain necessary permits or cease operations
- ☐ Acquire proper permits or remove sign(s)
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$200 .00 per day, commencing January 1, 2012. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.


Costs in the amount of \$1500.00 are awarded in favor of Escambia County as the prevailing party against ELLYSON INVESTMENTS OF NW FLORIDA, LLC

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at Escambia Central Office Complex, 3363 W. Park Place, Pensacola, Florida 32504 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 25TH day of OCTOBER, 2011.



Jeffrey T. Sauer
Special Magistrate
Office of Environmental Enforcement



Escambia County, Florida
Environmental Enforcement Division
Affidavit of Compliance/Non-Compliance



BEFORE ME, the undersigned authority, personally appeared Ronald Gilbert, who,
being first duly sworn, deposes and states as follows:

My name is Ronald Gilbert. I am over the age of 18 years and make this affidavit based
on my personal knowledge. Additionally, I am competent to testify to the matters stated in this
Affidavit.

I am an Environmental Enforcement Officer for Escambia County, Florida.
On January 10, 2012, I inspected the property located at 9300 HAMMAN AVE. Property reference #
151S301101000028 case number CE110300932 and all corrective actions required by the Special
Magistrate's Order of October 25, 2011 Book 6783 Page 745 have been ☐ or have not been ☒*
completed as of this date January 10, 2012.

*Violation(s) of 42-196 (b) Trash and Debris ; 30-203 (CC) Garages, carports, storage buildings, and
all other accessory structures not

maintained and in bad repair and unsound structural condition; 30-203 (U) Windows with missing
windowpane; 30-203 (X) Exterior doors, basement or cellar doors or hatchways that are not weather
tight, watertight, rodent proof, in working condition, or in good repair remain.

Fines are to be assessed ☒ Fines are not to be assessed ☐

Cost associated with Special Magistrate's Order:

Court cost \$1500.00

Daily fines \$200.00 per day 1/1/12

Total cost \$ _____

By: Ronald Gilbert # 679

Individually known
Officer, Badge #

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of
January, 20 12 by Ronald Gilbert #679 who
(X) is personally known to me, or () has produced current _____ as
identification.



Cheri D. Cook
Signature of Notary Public

CAR 11-27



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4589

County Administrator's Report 19. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/11/2013

Issue: Contract Award for PD 12-13.050, Little Sabine Water Way Signage

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Contract Award for Little Sabine Water Way Signage - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Lump Sum Contract per the terms and conditions of PD 12-13.050, Little Sabine Water Way Signage, to Gulf Marine Construction, Inc., in the amount of \$54,570.

[Funding: Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Object Code 56301, Improvements Other Than Buildings, Project Number 10NE0038]

BACKGROUND:

Little Sabine Water Way Signage, PD 12-13.050 was publicly noticed on Monday, June 3, 2013 to 7 known vendors. Responses were received from 3 vendors on Tuesday, June 25, 2013.

BUDGETARY IMPACT:

Funding: Fund 352 LOST III, Cost Center 220102 NESD Capital Projects, Object Code 56301 Improvements Other Than Buildings, Project Number 10NE0038

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract Form G, Contract Form B, Construction Services.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form B, Construction Services and Purchase Order.

Attachments

Bid Tab

PUBLIC NOTICE OF RECOMMENDED AWARD

| BID TABULATION | | DESCRIPTION: Little Sabine Water Way Signage | | | | | |
|--|-------------------------|---|---|---------------------------------|--|---------------------------------|---|
| | | ITB# 12-13.050 | | | | | |
| Bid Opening Time: 2:00 p.m., Proposal Opening Date: 6/7/13 @ 10 a.m., CDT Opening Location: Rm 11.407 | | | Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida Statutes</u>, on Entity Crimes | | | | |
| | NAME OF PROPOSER | Cover Sheet/ Acknowl. | Bid Bond/ Bid Total | Drug-Free Workplace Form | Information Sheet for Transactions & Conveyances Corporation ID | Certificate of Insurance | Acknowledgement of Addendums 1 & 2 |
| Davis Marine Construction 8160 Ashland Avenue Pensacola, FL 32534 | | X | \$97,400.00 | X | X | X | X |
| Gulf Marine Construction, Inc 1232 N. Pace Blvd Pensacola, FL 32505 | | X | \$54,570.00 | X | X | X | X |
| Inland Construction & Equipment, Inc. 309 East 11th Street Panama, City, FL 32401 | | X | \$87,499.90 | X | X | X | X |
| PROPOSALS OPENED BY: | | Paul Nobles, CPPO, CPPB, Purchasing Coordinator | | | | DATE: June 25, 2013 | |
| PROPOSALS TABULATED BY: | | Cynthia Smith, RMLO | | | | DATE: June 25, 2013 | |
| PROPOSALS WITNESSED BY: | | Cynthia Smith, RMLO | | | | Date: June 25, 2013 | |

The Purchasing Manager recommends to the BCC: To award a Lump Sum Contract per the terms and conditions of PD 12-13.050, Little Sabine Water Way Signage to Gulf Marine Construction, Inc. in the amount of \$54,570.

Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted @ 3:55 p.m., CDT, Tuesday, June 25, 2013

PRN/crs





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4582

County Administrator's Report 19. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/11/2013

Issue: Supplemental Budget Amendment #188 - 2012 State Homeland Security Grant

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #188 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #188, Other Grants and Projects Fund (110) in the amount of \$14,745, to recognize proceeds from a State of Florida Homeland Security Grant Program, and to appropriate these funds to be used for continued upkeep of equipment for the Hazardous Materials Response Team and the Light Technical Rescue Team (LTRT).

BACKGROUND:

On May 16, 2013, the Board approved the 2012 State Homeland Security Grant Program Sub-recipient Agreement. The grant provides funds for continued upkeep of equipment for the Hazardous Materials Response Team and the Light Technical Rescue Team (LTRT). This amendment recognizes and appropriates the funds.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$14,745.

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

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

**Resolution Number
R2013-**

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 received a grant from the State of Florida Department of Financial Services, and these funds 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, 2013

| | | | |
|------------------------------------|--------------------------------|---|-----------------|
| Other Grants & Projects | 110 | | |
| Fund Name | Fund Number | | |
| Revenue Title | Fund Number | Account Code | Amount |
| 2012 State Homeland Security Grant | 110 | 3312xx | 14,745 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Total | | | \$14,745 |
| Appropriations Title | Fund Number/Cost Center | Account Code/ Project Number | Amount |
| Repair & Maintenance | 110/3302xx | 54601 | 14,375 |
| Operating Supplies | 110/3302xx | 55201 | 370 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Total | | | \$14,745 |

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:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

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

Gene M. Valentino, Chairman

Deputy Clerk

Adopted

OMB Approved

**Supplemental Budget Amendment
188**



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4572

County Attorney's Report 19. 1.

BCC Regular Meeting

Action

Meeting Date: 07/11/2013

Issue: Settlement of Workers' Compensation Claim Involving Sandra Ammons

From: Ryan Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Settlement of a Workers' Compensation Claim Involving Sandra Ammons

That the Board approve a washout workers' compensation settlement for former employee Sandra Ammons in the total amount of \$152,534.00. In exchange for this settlement amount, Ms. Ammons will execute a general release of liability and waiver of future employment on behalf of Escambia County. An excess insurance carrier shall reimburse Escambia County 100% of this settlement amount.

BACKGROUND:

Sandra Ammons is a 65-year-old former emergency management technician. Ms. Ammons sustained a compensable industrial accident occurring on March 27, 1998 when she was attempting to lift a 280-pound patient and hit her left knee. She fell backward and injured her low back and left shoulder. An authorized treating physician has assigned light duty work restrictions and with her age of 65, there is a good chance that Ms. Ammons would ultimately be adjudicated permanently and totally disabled by a Judge of Compensation Claims. If she was awarded permanent total disability benefits by the Judge of Compensation Claims, she would be entitled to receive approximately 15 years of future benefits. The present value of Escambia County's future exposure for indemnity benefits is approximately \$200,000. Furthermore, Escambia County's third-party adjuster projects future medical benefits totaling \$146,995.00. Accordingly, the adjuster is recommending approval of a washout settlement in the amount of \$152,534.00 because it represents significant savings for Escambia County. A portion of this settlement amount will be used to fund a Medicare set-aside that has been approved by the Center for Medical Services. This Medicare set-aside allocation can be funded with an annuity for a cost of approximately \$87,534.00. An excess insurance carrier shall reimburse Escambia County for 100% of this settlement amount because Escambia County has exceeded its self-insured retention for this claim.

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 reviewed by Ryan E. Ross, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4590

County Attorney's Report 19. 2.

BCC Regular Meeting

Action

Meeting Date: 07/11/2013

Issue: Thomas v. ConocoPhillips, Inc. Class Action Settlement

From: Stephen West, Senior Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning *Thomas v. ConocoPhillips, Inc.* Class Action Settlement

That the Board authorize the Chairman to execute a Proof of Claim and Release Form for various County properties entitled to participate in the *Thomas v. ConocoPhillips, Inc.* Class Action Settlement.

BACKGROUND:

The plaintiffs brought a class action lawsuit to recover property damages allegedly arising from environmental contamination associated with the industrial facilities owned and operated by the defendants. The parties have reached a \$9.5 million settlement, and owners of properties in the affected area are entitled to participate in the settlement. The County owns fifteen parcels within the affected area.

BUDGETARY IMPACT:

The amount paid to the participating owners will vary depending on the location of their parcel and the number of owners that participate in the settlement. The payment to the County is expected to be between \$15,000 and \$30,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

If approved, the County Attorney's Office will process the Proof of Claim and Release forms for the Chairman's signature. A sample Proof of Claim and Release Form is attached.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Proof of Claim and Release Form

MICHAEL O. THOMAS AND PATRICIA THOMAS, ET AL., V. CONOCOPHILLIPS, INC., F/K/A CONOCO, INC.; AGRICO CHEMICAL COMPANY; MOSAIC COMPANY, F/K/A IMC GLOBAL, INC.; THE WILLIAMS COMPANIES, INC., F/K/A WILLIAMS COMPANIES, A/K/A THE WILCO CORPORATION; AND ESCAMBIA TREATING COMPANY, INC., CASE NO: 2008-CA-001381

11001819682



ESCAMBIA COUNTY
221 PALAFOX PL STE 420
PENSACOLA, FL 32502

PROOF OF CLAIM AND RELEASE FORM

To participate in the \$9.5 million settlement described in the Notice of Proposed Settlement, Class Members must submit this Proof of Claim and Release Form and supporting documentation to the Class Administrator. Your Proof of Claim and Release Form and documentation must be postmarked on or before July 29, 2013 for it to be valid. Your Proof of Claim and Release Form must be submitted to:

Thomas v. ConocoPhillips, Inc. Class Action Settlement Administrator
RG/2 Claims Administration LLC
PO Box 59479
Philadelphia, PA 19102-9479
Phone: (866) 742-4955
Web: www.rg2claims.com
Email: info@rg2claims.com

You may contact the Class Administrator toll-free at 1-866-742-4955 to determine whether you are eligible and to receive assistance with completing the Proof of Claim and Release Form.

You must sign this form on the signature line at the bottom of the last page to be eligible to receive your share of the settlement and to confirm your agreement to be bound by the Release. By signing this form, you are agreeing to release all property damage claims related to the Agrico Site and the Escambia Treating Company Site, but you are not agreeing to release personal injury claims.

The summary below provides examples of the estimated benefit to be allocated to a parcel of property and distributed as explained below among the current property owners.

- i. A gross award of \$250 shall be paid for each parcel in the Rabin Sub-Class Area, such award to be paid to the Claimant or Claimants who are the owners of record of such parcel. From the per-parcel gross award shall be subtracted (a) a pro rata share of attorneys' fees and expenses (the cost of which will be shared by all members of the Settlement Class); and (b) a pro rata share of any Incentive Awards paid to Samuel and Jacqueline Rabin, Donald C. and Janna C. Boyd, Wendy Hauman, and Barbara Diane Purser (the cost of which will be shared only by the members of the Rabin Sub-Class). If the Court awards Class Counsel fees and expenses in the amounts requested, and awards the Class Representatives Incentive Awards in the amounts requested, Class Counsel estimates that Rabin Sub-Class members will receive approximately \$173 per parcel.
- ii. The remainder of the Settlement Funds (after subtraction of court-awarded attorneys' fees and expenses and Incentive Awards, and distributions to the Rabin Sub-Class) will be distributed to members of the Thomas Sub-Class in equal shares per parcel within the Thomas Sub-Class Area. The amount that members of the Thomas Sub-Class will receive for each parcel within the Thomas Sub-Class Area will depend on how many members of the Settlement Class participate in the Settlement (that is, do not opt out and submit Proof of Claim forms). If 100% of the members of the Settlement Class participate in the Settlement, Class Counsel estimates that the payments for each parcel in the Thomas Sub-Class Area will be approximately \$2,400. If only half the members of the Settlement Class participate in the Settlement, Class Counsel estimates that the payments for each parcel in the Thomas Sub-Class Area will be approximately \$5,000. The actual rate of participation may be less than 50%, or may fall somewhere between 50% and 100%, and the participation rates for the Thomas Sub-Class and the Rabin Sub-Class may be different from each other. The actual participation rates for the two groups will determine the amount of the payouts for parcels in the Thomas Sub-Class Area and the amounts estimated here are provided by illustrative purposes only.

Return completed form and any attachments, postmarked on or before July 29, 2013.

Mail to: *Thomas v. ConocoPhillips, Inc.* CLASS ACTION SETTLEMENT ADMINISTRATOR, PO BOX 59479, PHILADELPHIA, PA 19102-9479.

MICHAEL O. THOMAS AND PATRICIA THOMAS, ET AL., v. CONOCOPHILLIPS, INC., F/K/A CONOCO, INC.; AGRICO CHEMICAL COMPANY; MOSAIC COMPANY, F/K/A IMC GLOBAL, INC.; THE WILLIAMS COMPANIES, INC., F/K/A WILLIAMS COMPANIES, A/K/A THE WILCO CORPORATION; AND ESCAMBIA TREATING COMPANY, INC., CASE NO: 2008-CA-001381

CLAIM FORM

INSTRUCTIONS

1. You may fill out this form yourself. You do not need a lawyer or attorney.
2. A separate Proof of Claim and Release Form must be filled out for each parcel you own.
3. To be eligible for payment under the settlement, your completed Claim Form must be **post-marked on or before July 29, 2013**.
4. Send completed Proof of Claim and Release Forms to the address listed at the bottom of each page.
5. Please submit photocopies of documents in support of your claim. Please **do not send** original documents, as they will not be returned to you.
6. Remember to **sign the last page of the Proof of Claim and Release Form**; unsigned forms will not be processed.
7. Any settlement benefits you receive may be taxable. You should consult with your tax advisor as to how you may be impacted.
8. We recommend that you keep a copy of the completed form for your records.
9. If you have any questions, please call the Class Administrator, toll-free, at 1-866-742-4955.

Section 1 - Claimant Information

Complete the following for the person(s) or entity filing the claim.

11001819682



ESCAMBIA COUNTY
221 PALAFOX PL STE 420
PENSACOLA, FL 32502

Name/Address Changes (if any):

(Owner Social Security Number/ EIN)

(Joint Owner Social Security Number)

() _____
(Phone Number)

Claimant Type. Please mark the one that best applies to the Claimant:

- ☐ I am the sole owner of the parcel identified in Section 2 below.
- ☐ I am a joint owner of the parcel identified in Section 2 below and am filing a joint claim for the parcel with my co-owner. If there is more than one joint owner/co-owner, please submit additional Proof of Claim and Release Forms.
- ☐ I am a joint owner of the parcel identified below in Section 2, but am only filing on my behalf.
- ☐ I am filing a claim as agent for the beneficial owner or on behalf of the estate of a deceased owner of the parcel identified below in Section 2 (see Section 3 for documentation requirements).

Return completed form and any attachments, postmarked on or before July 29, 2013.

Mail to: *Thomas v. ConocoPhillips, Inc.* CLASS ACTION SETTLEMENT ADMINISTRATOR, PO BOX 59479, PHILADELPHIA, PA 19102-9479.

Section 2 - Parcel Information

The following information about the parcel of real property for which you are making this claim was derived from property tax records. In order for you to be eligible to participate in the settlement, the parcel must presently be owned by you. If the name on the deed does not represent the current property owner, please provide the name as it appears on the deed and provide proof of ownership. (See Section 3 for documentation requirements.)

NAME AS IT APPEARS ON DEED: ESCAMBIA COUNTY
 PARCEL LOCATION ADDRESS: 2400 N TARRAGONA ST BLK
 CITY: PENSACOLA ST: FL
 PARCEL NO.: 000S009010020139

CURRENT OWNER (IF DIFFERENT FROM RECORD ABOVE): _____

Land Use. Please mark the one that best describes the use of the property for which you are making this claim:

☐ Residential ☐ Commercial ☐ Industrial ☐ Other (_____)

Section 3 – Supporting Documentation

If you are filing the claim on behalf of the property owner or the property owner is different from the property tax records, you must submit copies of the following documents:

1. Proof of ownership of the claimed property. This documentation needs to confirm the date you purchased the property and that you still own it. Examples of acceptable documentation include property tax statements, deed, and closing statements.
2. If you are filing as agent for the beneficial owner or on behalf of an estate, you must provide documentation showing your authority to file the claim:

Do not send original documents. Documents submitted to the Class Administrator will not be returned.

Section 4 - Release and Oath of Affirmation

You must read the following Release of All Claims and sign the Oath of Affirmation on Pages 3 and 4. Please do not omit the signature page from this Proof of Claim and Release Form. Unsigned forms cannot be processed.

RELEASE OF ALL CLAIMS

1. In exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including consideration received as a Class Member with respect to settlement of the lawsuit styled as *Michael O. Thomas and Patricia Thomas, et al., v. ConocoPhillips, Inc., f/k/a Conoco, Inc.; Agrico Chemical Company; Mosaic Company, f/k/a IMC Global, Inc.; The Williams Companies, Inc., f/k/a Williams Companies, a/k/a The Wilco Corporation; and Escambia Treating Company, Inc.*, Case No: 2008-CA-001381, filed in the First Circuit Court in and for Escambia County, Florida, (hereinafter the “Thomas Litigation”) the UNDERSIGNED CLAIMANT hereby unconditionally releases and forever discharges the RELEASED PARTIES (as defined herein) of any and from any and all RELEASED CLAIMS (as defined herein).

2. (a) The term “RELEASED CLAIMS” means all manner of claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature, injunctive relief of any kind, punitive and other damages of any kind, whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties, and attorneys’ fees, known or unknown, suspected or unsuspected, in law or equity, that any member or members of the Thomas Settlement Class who have not effectively excluded themselves from the Thomas Settlement Class, whether or not they object to the settlement and whether or not they make a claim upon or participate in the distribution of the settlement funds, whether directly, representatively, or in any other capacity, ever had, now has, or hereafter can, shall, or may have relating to the matters alleged and complained of in the Thomas Litigation including, without limitation, any claims which have been or could have been asserted in the Thomas Litigation against the Released Parties or any one of them or are encompassed by this Settlement Agreement; provided, however, that this release does not include any claims for personal injury.

2. (b) The funds paid in settlement of the Thomas Litigation are intended, among other things, to: (a) compensate members of the Thomas Settlement Class for any past and/or current property damages and for property damages arising from the anticipated continued and future existence of contamination on, near or around the properties owned by members of the Thomas Settlement Class and any future property damages arising from same; and (b) settle claims for punitive damages and unjust enrichment against the

Return completed form and any attachments, postmarked on or before July 29, 2013.

Mail to: *Thomas v. ConocoPhillips, Inc.* CLASS ACTION SETTLEMENT ADMINISTRATOR, PO BOX 59479, PHILADELPHIA, PA 19102-9479.

Defendants for their alleged conduct insofar as any such conduct gave rise to the existence and persistence of the contamination at issue.

2. (c) Without limiting anything else herein provided, the foregoing release also includes, without limitation, any and all claims, under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601-9675, *including* contribution claims, or any other federal, state or local environmental law or regulation, relating to the presence, migration, investigation and cleanup of the contamination that is the subject of this settlement; provided, however, that the foregoing release does not include claims for injunctive relief pursuant to CERCLA § 310, 42 U.S.C. § 9659 ("Citizen Suits").

2. (d) The foregoing release is given and taken pursuant to the Florida Uniform Contribution Among Joint Tortfeasors Act, Fla. Stat. Ann. section 768.31. It is the intention of the undersigned Claimant not only to release the Released Parties from the Released Claims, but also from any liability to make contribution to any other persons on account of the conduct alleged in this matter or any pending or future litigation between Plaintiffs and the Thomas Class Members as plaintiffs and any other persons that are or may be responsible for plaintiffs' alleged injuries.

3. The term "RELEASED PARTIES" shall mean ConocoPhillips, Inc., Agrico Chemical Company, Mosaic Company, and The Williams Companies, Inc., and their present, former and future parents, partners, subsidiaries, divisions, affiliates, stockholders, officers, directors, employees, agents, and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing, collectively or individually).

4. The term "UNDERSIGNED CLAIMANT" shall mean that person whose signature appears below under the designation "UNDERSIGNED CLAIMANT".

5. THE UNDERSIGNED CLAIMANT UNDERSTANDS THAT THIS RELEASE WILL AFFECT HIS OR HER LEGAL RIGHTS AND THAT, BEFORE SIGNING BELOW, HE OR SHE HAS THE RIGHT TO CONSULT AN ATTORNEY OF HIS OR HER OWN CHOOSING AND OBTAIN THE FULL BENEFIT OF ADVICE OF COUNSEL WITH REGARD TO THIS INSTRUMENT.

6. This RELEASE is conditioned upon the settlement and Settlement Agreement in the Thomas Litigation becoming final according to its terms.

7. In the event that any one or more of the provisions contained in this RELEASE shall for any reason be held to be invalid, illegal or unenforceable, in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this RELEASE and this RELEASE shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8. This RELEASE may not be modified orally and may be modified in writing only with the express written consent of all RELEASED PARTIES and Class Counsel.

9. This RELEASE and enforcement thereof, shall be governed, construed, and interpreted by the substantive laws of the State of Florida without regard to its choice of law provisions. This RELEASE shall not be construed against any party as the drafter hereof.

10. THE UNDERSIGNED CLAIMANT ACKNOWLEDGES THAT HE OR SHE HAS CAREFULLY READ AND REVIEWED THE TERMS AND PROVISIONS OF THIS RELEASE AND IS FAMILIAR WITH THEM, THAT THE TERMS AND PROVISIONS CONTAINED IN THIS RELEASE ARE CLEARLY UNDERSTOOD AND THAT HE OR SHE HAS FULLY AND UNCONDITIONALLY CONSENTED TO THEM.

I affirm that the information provided in this Proof of Claim and Release Form is true and correct to the best of my knowledge, information, and belief.

| | | |
|----------------------|--------------|-------------------|
| Claimant's Signature | Printed Name | Date (mm/dd/yyyy) |
|----------------------|--------------|-------------------|

| | | |
|----------------------------|--------------|-------------------|
| Joint Claimant's Signature | Printed Name | Date (mm/dd/yyyy) |
|----------------------------|--------------|-------------------|

If this form is signed by a person acting in the capacity of Legal Representative for the Claimant, the following must be completed by the Legal Representative:

| | |
|--|---|
| Signature of Person Filling Out The Form | Printed Name of Person Filling Out The Form |
|--|---|

| | |
|--------------------------|--|
| Relationship to Claimant | How to Contact Person Filling out the Form |
|--------------------------|--|

Return completed form and any attachments, postmarked on or before July 29, 2013.

Mail to: Thomas v. ConocoPhillips, Inc. CLASS ACTION SETTLEMENT ADMINISTRATOR, PO BOX 59479, PHILADELPHIA, PA 19102-9479.

MICHAEL O. THOMAS AND PATRICIA THOMAS, ET AL., V. CONOCOPHILLIPS, INC., F/K/A CONOCO, INC.; AGRICO CHEMICAL COMPANY; MOSAIC COMPANY, F/K/A IMC GLOBAL, INC.; THE WILLIAMS COMPANIES, INC., F/K/A WILLIAMS COMPANIES, A/K/A THE WILCO CORPORATION; AND ESCAMBIA TREATING COMPANY, INC., CASE NO: 2008-CA-001381

REQUEST TO OPT OUT

If you DO NOT want to be a member of the Settlement Class, please detach this page and mail it to the Class Administrator at the address below.

Thomas v. ConocoPhillips, Inc. Class Action Settlement Administrator
RG/2 Claims Administration LLC
PO Box 59479
Philadelphia, PA 19102-9479
Phone: (866) 742-4955
Web: www.rg2claims.com
Email: info@rg2claims.com

Must Be Postmarked On or Before July 29, 2013

In the Circuit Court in and for Escambia County, FL,
Michael O. Thomas, et al. v. ConocoPhillips, Inc., et al.; Case No: 2008-CA-001381

Full Name:

First

Middle

Last

Social Security Number:

I own the property at:

Address

City

State

Zip

Telephone Number (optional):

Approximate Years of Ownership: _____ through _____ /Present

Please check the one that best applies:

- ☐ I own 100% of the property
☐ I own part of the property
☐ I do not know

Property Tax Identification Number (if known): _____

I do NOT wish to be a Member of the Settlement Class and understand that I therefore will not participate in distribution of the settlement proceeds. I have read the mailed Notice of Proposed Settlement of Class Action, Claims Procedure, Settlement Hearing and Right to Appear.

Signature

Date

Return completed form and any attachments, postmarked on or before July 29, 2013.

Mail to: *Thomas v. ConocoPhillips, Inc.* CLASS ACTION SETTLEMENT ADMINISTRATOR, PO BOX 59479, PHILADELPHIA, PA 19102-9479.

ATTENTION

ENCLOSED IS INFORMATION ON THE SETTLEMENT OF A CLASS ACTION LAWSUIT IN PENSACOLA, FLORIDA

You must complete and return the attached forms and meet the qualifications under the settlement terms to be eligible to receive settlement benefits.

If you have questions or want to find out how you can receive individual, hands-on assistance in filling out the forms, call this toll-free number:

1-866-742-4955

There is no charge for the call or assistance you receive

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA**

MICHAEL O. THOMAS AND PATRICIA
THOMAS, HUSBAND AND WIFE; STEPHEN H.
MAYER AND CATHY MAYER, HUSBAND AND
WIFE; GERALD D. SCHROEDER AND GAIL
SCHROEDER, HUSBAND AND WIFE,
AMANDA GLICKMAN; BARBARA S. GRASS;
AND ARTICE L. MCGRAW, SAMUEL
AND JACQUILINE RABIN, HUSBAND AND WIFE;
WENDY HAUMAN; BARBARA DIANE PURSER;
AND DONALD C. and JANNA C. Boyd on behalf of
themselves and all others similarly situated,

PLAINTIFFS,

CASE NO. 2008 CA 001381
DIVISION J

VS.

CONOCOPHILLIPS, INC., F/K/A
CONOCO, INC.; AGRICO CHEMICAL
COMPANY; MOSAIC COMPANY,
F/K/A IMC GLOBAL, INC.; THE
WILLIAMS COMPANIES, INC., F/K/A
WILLIAMS COMPANIES, A/K/A THE WILCO
CORPORATION; AND ESCAMBIA TREATING
COMPANY, INC.,

DEFENDANTS.

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION, CLAIMS PROCEDURE,
SETTLEMENT HEARING, AND RIGHT TO APPEAR**

**TO: ALL PERSONS WHO PRESENTLY OWN COMMERCIAL OR RESIDENTIAL PROPERTY WITHIN THE
FOLLOWING DESCRIBED BOUNDARIES (THE "SETTLEMENT CLASS AREA"), AS DEPICTED ON THE
ATTACHED MAP [SEE EXHIBIT A], WITH THE EXCEPTIONS NOTED BELOW:**

- a) The Settlement Class Area is defined as follows: (i) the northern boundary is East Cross Street from North Palafox Street to Bayou Texar; (ii) the eastern boundary is the western shoreline of Bayou Texar, excluding those properties fronting Bayou Texar, from East Cross Street to Pensacola Bay; (iii) the western boundary is North Palafox Street from East Cross Street running south to East Wright Street and then heading east on East Wright Street to North 9th Avenue and then heading south on North 9th Avenue to Pensacola Bay; (iv) the southern boundary is the shoreline of Pensacola Bay from North 9th Avenue to Bayou Texar, excluding those properties fronting Pensacola Bay, and as depicted on the map attached as Exhibit A.

For any designated street boundary, properties immediately bordering the street on either side shall be deemed to be within the Settlement Class Area.

Present owners of commercial and residential real property with the Settlement Class Area are members of a settlement class (the "Settlement Class") preliminarily certified by the Court in this Action, subject to the exceptions listed below.

Within the Settlement Class Area are two distinct sub-class areas. Parcel owners in each will receive different amounts of compensation reflecting the difference in proximity to the contamination site of the two different areas:

- b) The "Thomas Sub-Class Area" shall mean the area of Pensacola, Florida, as follows: (i) the northern boundary is East Cross Street from North Davis Highway to Bayou Texar; (ii) the eastern boundary is the western shoreline of Bayou Texar, excluding those properties fronting Bayou Texar; (iii) the western boundary is North Davis Highway from East Cross Street running south to East Brainerd Street; (iv) the southern boundary is East Brainerd Street from North Davis Highway running east to Bayou Texar as depicted on the map attached as Exhibit A.

- c) The "Rabin Sub-Class Area" shall mean the area of Pensacola, Florida, as follows: (i) the area in which the northern boundary is East Cross Street, the eastern boundary is Davis Highway, the southern boundary is Brainerd Street, and the western boundary is Palafox Street; and (ii) the area in which the northern boundary is Brainerd Street, the eastern boundary is the western shore line of Bayou Texar, excluding those properties fronting Bayou Texar, from East Brainerd Street to Pensacola Bay; the southern boundary is Wright Street, and the western boundary is Palafox Street; and (iii) the area in which the northern boundary is Wright Street, the eastern boundary is the western shoreline of Bayou Texar, the southern boundary is the northern shoreline of Pensacola Bay, and the western boundary is Ninth Avenue as depicted on the map attached as Exhibit A.
- d) Specifically excluded from the Settlement Class Area is all real property fronting the western shoreline of Bayou Texar. Additionally excluded from the Settlement Class are the Defendants in this action, any entity in which any Defendant has a controlling interest, any employees, officers, or directors of any Defendant, and the legal representatives, heirs, successors, and assigns of any Defendant.

THE SETTLEMENT CLASS DOES NOT INCLUDE:

- a) Leaseholders;
- b) Real property types other than commercial and residential; or
- c) Former property owners.

PLEASE READ THIS NOTICE CAREFULLY. IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS DESCRIBED ABOVE, THIS NOTICE CONTAINS IMPORTANT INFORMATION THAT AFFECTS YOUR LEGAL RIGHTS.

This Notice provides notice to the Settlement Class of the need to file a Proof of Claim and Release Form (which accompanies this Notice) to become potentially eligible to receive a cash distribution from the settlement fund. It notifies persons in two areas (shown on the map attached as *Exhibit A* and referred to herein as the "Thomas Sub-Class Area" or the "Rabin Sub-Class Area"), of their rights to participate in the settlement as a member of the Settlement Class or to opt-out of the Settlement Class.

NOTICE IS ALSO HEREBY GIVEN, pursuant to Rule 1.220 of the Florida Rules of Civil Procedure and an Order of the Circuit Court in Escambia County, Florida (hereinafter the "Court"), dated April 30, 2013, that a hearing will be held before the Honorable W. Joel Boles, on the 4th day of September, 2013, beginning at 9:00 a.m., at the M.C. Blanchard Judicial Center, 190 Governmental Center, Pensacola, Florida 32501 (the "Fairness Hearing") to determine whether the proposed settlement of the litigation between Plaintiffs Michael O. Thomas, Patricia Thomas, Stephen H. Mayer, Cathy Mayer, Gerald Schroeder, Gail Schroeder, Amanda Glickman, Barbara S. Grass, Artice L. McGraw, Samuel and Jacqueline Rabin, Wendy Hauman, Barbara Diane Purser, Donald C. and Janna C. Boyd, as representatives of all class members, and Defendants Conoco, Inc., Agrico Chemical Company, Mosaic Company, and The Williams Companies, Inc. (hereinafter the "Litigation"), as set forth in the Settlement Agreement dated April 30, 2013, is fair, reasonable and adequate, and in the best interest of the Class, and to determine to what extent attorneys' fees, reimbursement of expenses, and payments to the named Plaintiffs should be awarded.

NOTICE OF CLASS ACTION DETERMINATION

In the Litigation, Plaintiffs allege that certain property owners are entitled to property damages allegedly arising from environmental contamination associated with the industrial facilities owned and operated by Defendants. The Litigation was filed on April 30, 2008 in the Circuit Court of Escambia County, Florida. Pursuant to a Class Certification Order entered by the Court on April 30, 2013, this Litigation has been certified as a class action for settlement purposes against the Defendants. The Court certified a class consisting of certain property owners within a specific geographic boundary. The certified class corresponds to the Settlement Class described above. If you own residential or commercial property depicted on the attached map (*Exhibit A*), you may be a member of the Settlement Class.

In the Class Certification Order, the Court appointed as Class Counsel the firms of the Law Offices of Samuel W. Bearman, L.C.; Aylstock, Witkin, Kreis & Overholtz, P.L.L.C.; Corey, Watson, Crowder & DeGaris, P.C.; and Hanly Conroy Bierstein Sheridan Fisher & Hayes LLP as Class Counsel to represent the Settlement Class.

DESCRIPTION AND BACKGROUND OF THE CASE

Plaintiffs sued Conoco, Inc.¹, Agrico Chemical Company, Mosaic Company, the Williams Companies, Inc., and Escambia Treating Company, Inc., alleging 1) strict liability for ultra hazardous or abnormally dangerous activity; (2) strict liability under section 376.313, Fla. Stat.; (3) negligence; (4) misrepresentation and fraudulent concealment; (5) trespass; (6) private nuisance; and (7) unjust enrichment. Plaintiffs have sought to recover property damages allegedly arising from environmental contamination associated with the industrial facilities owned and operated by each Defendant. The Defendants in this case are former owners and operators of two separate industrial facilities in Pensacola, the Agrico Site and the Escambia Treating Company ("ETC") Site. The Agrico Site is located at the northwest corner of Fairfield Drive and Interstate 1-110, and it produced fertilizer until 1975 under the ownership of the Defendants, Conoco, Inc., and Agrico Chemical Company (the "Agrico Site"). The ETC Site is located approximately one-half mile away, at 3910 North Palafox Street, and it chemically treated wood products until 1982 under the ownership of Defendant Escambia Treating Company ("ETC Site"). The locations of these two Sites are shown on the attached map of the Settlement Class area (*Exhibit A*).

The Plaintiffs in this case allege that historical operations from these two facilities caused contamination in the groundwater beneath their properties. Plaintiffs sought to recover property damages and other damages as a result of these operations and the conduct of Conoco and/or Agrico, or their representatives or contractors, in connection with the Superfund investigation and environmental cleanup process at the Agrico Site. The Defendants dispute that Plaintiffs are entitled to property damages and also raise various affirmative defenses.

Based upon such factors including, but not limited to, the (i) hydro-geologic and geochemical conditions of the area, (ii) constituent source loading, fate and transport, and (iii) remediation measures implemented by the Settling Defendants that have been put in effect at and around the Agrico Site, the Settling Parties believe that the Settlement Agreement adequately compensates Class Members for any damage associated with contamination associated with the Agrico Site. Plaintiffs have not sought damages for any personal injuries, and the proposed settlement does not include such claims.

PRELIMINARY APPROVAL OF SETTLEMENT AND APPOINTMENT OF CLASS ADMINISTRATOR

The parties in this litigation have engaged in extensive discovery, including document production and depositions of fact and expert witnesses since the filing of this lawsuit. On April 30, 2013, after substantial investigation and discovery, the parties reached a mediated agreement as to the terms of this settlement. On April 30, 2013, a Settlement Agreement incorporating the terms of the settlement was presented to the Court. The Court granted preliminary approval of the settlement and the Settlement Agreement and ordered that this notice be given to the Settlement Class.

In addition, the Court appointed a Class Administrator to assist with notice and distribution of the settlement to class members. The Class Administrator appointed by the Court may be contacted through the following address, phone number or website:

Thomas v. ConocoPhillips, Inc. Class Action Settlement Administrator
RG/2 Claims Administration LLC
PO Box 59479
Philadelphia, PA 19102-9479
Phone: (866) 742-4955
Web: www.rg2claims.com
Email: info@rg2claims.com

SUMMARY OF PROPOSED SETTLEMENT

In full, complete and final settlement of the Litigation and all claims of the Settlement Class members who do not request exclusion from the Settlement Class, Conoco and Agrico (the "Settling Defendants") have agreed to pay \$9.5 million for distribution to those class members who file the Proof of Claim and Release Form (*Exhibit B* to this Notice), and the other documents or proof of eligibility required in the claims procedure set forth below. A summary of the distribution is provided in the attached Proof of Claim and Release Form.

A mailing list will be created from tax rolls of Escambia County setting forth the names of each parcel owner within the Settlement Class, each of whom will receive this notice by direct mail.

¹ In May 2012 Phillips 66 was spun-off from ConocoPhillips as an independent company. As a result, Phillips 66 assumed any liabilities of ConocoPhillips that are at issue in the Action as well as those relating to this Settlement Agreement. Any reference herein, including any exhibits, to ConocoPhillips, Inc. shall also include Phillips 66.

Upon approval, payments in the following amounts will also be made out of the settlement funds to each named Plaintiff over and above their share of the distribution of the settlement funds to compensate them for serving as representatives of the Class:

Michael O. and Patricia Thomas - Seven Thousand Five Hundred Dollars (\$7,500);
Stephen H. and Cathy Mayer - Seven Thousand Five Hundred Dollars (\$7,500);
Gerald and Gail Schroeder - Seven Thousand Five Hundred Dollars (\$7,500);
Amanda Glickman - Five Thousand Dollars (\$5,000); Barbara S. Grass - Five Thousand Dollars (\$5,000);
Artice L. McGraw - Five Thousand Dollars (\$5,000);
Samuel and Jacqueline Rabin - Three Thousand Five Hundred Dollars (\$3,500);
Donald C. and Janna C. Boyd - Three Thousand Five Hundred Dollars (\$3,500);
Wendy Hauman - Two Thousand Five Hundred Dollars (\$2,500); and
Barbara Diane Purser - Two Thousand Five Hundred Dollars (\$2,500).

In addition, the Settling Defendants will pay 50% of the settlement administration costs, including the costs of providing notice to class members, estimated at a total amount of \$44,916 for settlement of this matter.

Class Counsel will also petition the Court for an award of attorneys' fees in an amount not greater than \$2 million and for reimbursement of costs incurred in the amount of \$750,000. All fees and expenses to be paid to counsel must be approved by the Court. The fees and costs approved by the Court will be paid from the \$9.5 million to be paid by the Settling Defendants to the Settlement Class.

The settlement of the Litigation as described herein will not become final until the terms of this settlement have been approved by the Court and any appeals of the approvals have been resolved. Approval of the settlement will be considered at a Fairness Hearing scheduled for September 4, 2013, as further explained herein. The interests of class members will be represented by Class Counsel at the Fairness Hearing, unless a class member chooses to appear individually or through counsel of his or her own choosing.

Upon approval by the Court, the Court will enter a Final Judgment dismissing the lawsuit with prejudice to Plaintiffs as against all of the Defendants. **ALL CLASS MEMBERS SHALL BE DEEMED TO HAVE RELEASED THE DEFENDANTS FROM ANY AND ALL CLAIMS WITHIN THE SCOPE OF THE LITIGATION, UNLESS THEY HAVE EFFECTIVELY OPTED OUT OF THE CLASS IN COMPLIANCE WITH THE OPT OUT PROCEDURES DISCUSSED HEREIN.**

REASONS FOR SETTLEMENT

Class Counsel, on behalf of the named Plaintiffs and class members in the Litigation, have investigated the facts and circumstances underlying the issues raised in this case, the applicable law and the relative strengths of their claims. As a result of their investigation and after more than five years of intensive litigation and a period of arms-length, mediated negotiations with the Settling Defendants, Class Counsel reached the conclusion that it was desirable and in the best interests of all class members that the lawsuit be settled on the terms and conditions set forth in the Settlement Agreement and summarized herein.

In reaching that decision, Class Counsel considered the results of discovery, including the documents exchanged by the parties, responses to interrogatories, reports from Plaintiffs' and Defendants' experts, deposition testimony, and Orders of the Court. Based upon the discovery, investigation, and evaluation of the facts and law relating to the matters set forth in the complaint, Class Counsel has concluded that (i) although they could be overcome, there are substantial obstacles to establishing at trial the extent of damages, among other things; (ii) the attendant risk of litigation, especially in complex actions such as this, as well as the difficulties and delays inherent in such litigation could substantially delay or eliminate any meaningful recovery; (iii) the desirability of proceeding with the settlement promptly and in accordance with its terms is substantial; and that (iv) resolution of the litigation as set forth in the Settlement Agreement is in the best interest of the Class.

Although the Settling Defendants deny the allegations in the complaint and deny any and all liability with respect to any and all facts and claims alleged, the Settling Defendants nonetheless consider it desirable that the litigation now be settled and dismissed in accordance with the provisions of the Settlement Agreement because it will (i) halt the substantial expense, inconvenience and uncertainties associated with continued litigation; (ii) finally put to rest the claims; and (iii) confer a substantial benefit upon the members of the Settlement Class and the Defendants including, without limitation, the avoidance of further expense, diversion of resources, and disruption of management due to the litigation.

The Court has not rendered any final rulings on the merits of the claims against, or on the defenses of, the Defendants, and this notice does not imply that there has been or would have been any finding of liability or that recovery could be had in any amount if the litigation were not settled.

CLAIMS PROCEDURE AND OPT-OUT PROCEDURE

RIGHT TO OPT OUT

If you own property in the Settlement Class Area, the geographic parameters of which are shown on the map attached as *Exhibit A*, you may choose to opt-out and be excluded from the Settlement Class. If you do not opt out of the Settlement Class, you will not be able to commence any other litigation, arbitration claim, or other proceeding against the Defendants in any other forum concerning the subject matter of this case and you will be bound by the terms of the Settlement. If you do opt out, you will not be eligible to participate in the distribution of the settlement proceeds. Persons who opt out of the Settlement Class may not be bound by this settlement so far as actual property damages suffered by them, but may be bound by the settlement of punitive damages and unjust enrichment claims as provided herein and may be barred from seeking such damages in a subsequent action against the Settling Defendants.

If you own property in the Settlement Class Area and you wish to opt out of the Settlement Class, you must send a written request to opt out, postmarked on or before July 29, 2013 to the following address:

Thomas v. ConocoPhillips, Inc. Class Action Settlement Administrator
RG/2 Claims Administration LLC
PO Box 59479
Philadelphia, PA 19102-9479
Phone: (866) 742-4955
Web: www.rg2claims.com
Email: info@rg2claims.com

A Request for Exclusion ("Opt Out") Form is attached hereto as *Exhibit C*.

PROOF OF CLAIM AND RELEASE FORM

****VERY IMPORTANT****

To be eligible to participate in the distribution of any settlement funds, you must complete and sign the attached proof of claim and release form and send it by prepaid first class mail postmarked on or before July 29, 2013 to the following:

Thomas v. ConocoPhillips, Inc. Class Action Settlement Administrator
RG/2 Claims Administration LLC
PO Box 59479
Philadelphia, PA 19102-9479
Phone: (866) 742-4955
Web: www.rg2claims.com
Email: info@rg2claims.com

If you are a member of the Settlement Class and you do not timely file a proper Proof of Claim and Release Form YOU WILL NOT SHARE IN THE SETTLEMENT DISTRIBUTION.

If you are a member of the Settlement Class and you do not opt out under the procedure set forth above, YOU WILL BE BOUND BY THE FINAL ORDER AND JUDGMENT OF THE COURT dismissing this Litigation and releasing all settled claims of the Settlement Class even if you fail to timely file a proper Proof of Claim and Release Form.

FAIRNESS HEARING

The Fairness Hearing will be held on September 4, 2013, at 9:00 a.m., at the M.C. Blanchard Judicial Center, 190 Governmental Center, Pensacola, Florida 32501.

At the Fairness Hearing, the Court will consider whether it should finally approve this settlement and dismiss the matter on the merits and with prejudice. At the conclusion of the Fairness Hearing, the Court will consider Class Counsel's application for attorneys' fees and costs. Any class member who has not requested exclusion from the Settlement Class may appear at the Fairness Hearing in person or by counsel and be heard to the extent allowed by the Court in support of, or in opposition to, the fairness, reasonableness and adequacy of the settlement or any of the other matters to be considered by the Court; provided, however, any person who wants to be heard, in opposition to the proposed settlement, Class Counsel's application for attorneys' fees, reimbursement of expenses or payments to the named Plaintiffs for serving as class representatives, must on or before August 7, 2013, (i) file with the Clerk of the Court notice of such person's intention to appear, together with a statement that indicates the basis for such opposition, along with any supporting documentation; and (ii) serve copies of such notice, statement and documentation, together with copies of

any other papers or briefs such person files with the Court, in person or by mail upon the Class Administrator at the address set forth above. The Class Administrator shall promptly furnish copies of same to all counsel of record for the parties. Only the Court, at its discretion, can allow a person who does not file the required written statement to speak at the Fairness Hearing.

ATTORNEYS' FEES, DISBURSEMENTS, AND INDIVIDUAL PAYMENTS TO CLASS REPRESENTATIVES

At or prior to the Fairness Hearing, Class Counsel will apply to the Court for an award of attorneys' fees, which will not be in an amount greater than \$2 million and for reimbursements of total out-of-pocket expenses of not more than \$750,000. Briefs in support of such requests will be filed with the Clerk of the Court on or before August 7, 2013. Class Counsel will also request that the Court approve payments in the following amounts to each of the Class Representatives in the Litigation for their service, whose service sometimes included meetings and consultations with Class Counsel, production of documents, responding to interrogatories, and being deposed:

Michael O. and Patricia Thomas - Seven Thousand Five Hundred Dollars (\$7,500);
Stephen H. and Cathy Mayer - Seven Thousand Five Hundred Dollars (\$7,500);
Gerald and Gail Schroeder - Seven Thousand Five Hundred Dollars (\$7,500);
Amanda Glickman - Five Thousand Dollars (\$5,000);
Barbara S. Grass - Five Thousand Dollars (\$5,000);
Artice L. McGraw - Five Thousand Dollars (\$5,000);
Samuel and Jacqueline Rabin - Three Thousand Five Hundred Dollars (\$3,500);
Donald C. and Janna C. Boyd - Three Thousand Five Hundred Dollars (\$3,500);
Wendy Hauman - Two Thousand Five Hundred Dollars (\$2,500); and
Barbara Diane Purser - Two Thousand Five Hundred Dollars (\$2,500).

These payments will be made from the \$9.5 million settlement fund and will be in addition to the Class Representatives' share of the distribution.

EXAMINATION OF PAPERS AND INQUIRIES

For a more detailed statement of these matters, reference is made to the pleadings, to the Settlement Agreement, to the Orders entered by the Court and to the other papers filed in the litigation, which may be inspected at the Office of the Clerk, Pam Childers, M.C. Blanchard Judicial Center, 190 Governmental Center, Pensacola, Florida 32501, during the business hours of each business day.

Any inquiries by Thomas Settlement Class members concerning this Notice or the Proof of Claim and Release Form should be made to the Class Administrator at the address or phone number listed above. **Please do not contact the Court or the Clerk's Office.**





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4596

County Attorney's Report 19. 1.

BCC Regular Meeting

Discussion

Meeting Date: 07/11/2013

Issue: West Florida Public Library System Interlocal Agreement

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation concerning the Interlocal Agreement between Escambia County and the City of Pensacola relating to the West Florida Public Library System

- A. That the Board discuss the proposed Interlocal Agreement between Escambia County and the City of Pensacola relating to the West Florida Public Library System; and
- B. That the Board approve the Interlocal Agreement between Escambia County, Florida and the City of Pensacola relating to the West Florida Public Library System; and
- C. That the Board authorize the Chairman to execute the Interlocal Agreement.

BACKGROUND:

The County and City previously entered into an Interlocal Agreement dated June 21, 2001, designating the City as administrator of the West Florida Library System and establishing a joint funding mechanism whereby each contributed funds on a per capita basis pursuant to a specified funding formula.

The County and City have since authorized the imposition of a County wide MSTU to fund the Library System in lieu of the prior funding mechanism and further agreed to transfer the administration of the Library System to the County. This Interlocal Agreement will supersede the prior agreement and set forth the terms whereby the County will administer and fund the West Florida Library System.

BUDGETARY IMPACT:

A Countywide MSTU has been established to fully fund the Library System.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Interlocal Agreement was reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval of all Interlocal Agreements.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Library Interlocal Agreement

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY AND
THE CITY OF PENSACOLA RELATING TO THE WEST FLORIDA
PUBLIC LIBRARY SYSTEM**

THIS AGREEMENT is made this _____ day of _____, 2013, by and between the County of Escambia, a political subdivision of the State of Florida with an administrative address of P.O. Box 1591, Pensacola, Florida, 32597-1591, its successors and assigns (hereinafter, the "County"), acting through its Board of County Commissioners, and the City of Pensacola, a Florida municipal corporation created and existing under the laws of the State of Florida, with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the Parties, as local governmental units of the State of Florida, have legal authority to perform general government services within their respective jurisdictions; and

WHEREAS, the Parties are authorized by §§163.01, Florida Statutes, et seq., to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

WHEREAS, the West Florida Public Library System provides library services to residents throughout the unincorporated areas of Escambia County and the corporate limits of the Town of Century and the City of Pensacola; and

WHEREAS, the County and City previously entered into an Interlocal Agreement, dated June 21, 2001, designating the City as the administrator of the Library System and establishing a joint funding mechanism whereby each contributed funds on a per capita basis pursuant to a specified funding formula; and

WHEREAS, the County previously enacted an Ordinance creating a Municipal Services Taxing Unit (MSTU) for the purpose of funding library services within the unincorporated areas of Escambia County; and

WHEREAS, the City has authorized the inclusion of the corporate limits of the City of Pensacola as part of the geographical area of the MSTU for the purpose of funding library services within the corporate limits of the City of Pensacola; and

WHEREAS, due to increasing budgetary constraints, the Parties recognize the most viable means to provide continued funding for the West Florida Library System is through a countywide MSTU assessment imposed for the purpose of funding library services; and

WHEREAS, the Parties recognize the most efficient and effective manner to provide continued operation of the West Florida Library System is to transfer all administrative and operational functions to the County; and

WHEREAS, the County is willing and able to administer and fund the West Florida Library System subject to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

Section 2. Purpose of Agreement.

Pursuant to §§163.01, Florida Statutes, et seq., this Agreement establishes the conditions, extent, and mechanism whereby the County will provide library services, within Escambia County and the corporate limits of the Town of Century and the City of Pensacola.

Section 3. Term of Agreement.

This Agreement shall commence on October 1, 2013, and remain in full force and effect until terminated as provided herein.

Section 4. Responsibilities of the Parties.

4.1 **Funding.** Effective October 1, 2013, all funding for the Library System shall be allocated by the County on an annual basis in an amount equal to that which is collected from the countywide MSTU assessment for library services. The County shall reserve the right to retain up to 5% of said funding as reimbursement for administrative costs incurred as a result of the Agreement.

Within one hundred and fifty (150) days from September 30, 2013, the City shall transfer to County all remaining funds reserved in the West Florida Library Fund and applicable grant funding from the State Aid to Libraries Grant Program. Said transfer of funding shall not be less than the total value of the accrued leave liability for employees of the library system as of September 30, 2013, provided that no employee shall be credited with a leave balance in excess of four hundred (400) hours upon transfer of funding and transfer of employment from the City to the County.

4.2 Operational Expenses. Effective October 1, 2013, the County shall be responsible for payment of all Operational Expenses and such other services provided pursuant to this agreement as approved in the Annual Budget adopted by the Escambia County Board of County Commissioners. For the purpose of this agreement, "Operational Expenses" shall include all employee wages and forms of compensation for library personnel; applicable insurance costs; utilities; rents and leases; office supplies; and any other charges, costs or expenses incident to the operation of the library system.

4.3 Assets. The use of all Library System physical assets shall be granted to the County at no cost or expense to the County, including, but not limited to, any real property, structures and appurtenances, and tangible personal property on Library System premises. The ownership of all tangible personal property, including all library materials, shall also be granted to the County at no cost or expense to the County. Individual lease agreements describing the leased premises and the terms and conditions of the lease will be executed for each City owned building in the Library System with an effective date to correspond to this agreement. The continued use of third party owned Library System facilities shall be contingent upon the City maintaining suitable lease agreements with the third party property owners.

4.4 Asset Use. Any buildings or other personal property acquired by the County as part of the Library System physical assets shall be used exclusively in perpetuity for the Library System. If, for any reason, any building or property utilized as part of the Library System is no longer utilized by the County as a public library facility or in the event this agreement is terminated pursuant to this agreement then such building or property shall be returned to the original owner.

4.5 Personnel. Effective October 1, 2013, all current Library System employees without any prior unsatisfactory performance evaluations or record of disciplinary action shall be transferred to the County at the same rate of compensation. All Library System employees hired after the effective date of this Agreement shall be County employees. As County employees, all Library System personnel shall be eligible for Escambia County employee benefits. The County shall not be responsible for providing employee benefits in excess of any benefits currently provided to eligible County employees. All part time Library System personnel shall be eligible for Escambia County part time employee benefits.

4.6 Director. Effective October 1, 2013, the County shall employ a Director with demonstrated experience in library operations who shall be known as the Director of the West Florida Public Library System. The Director shall be an employee of the County and be responsible for the administration and supervision of all branch libraries and personnel. The Director shall carry out policy as established by the West Florida Public Library Board of Governance under the direction of the County Administrator.

4.7 Library System Branches. The following facilities shall comprise the Library System:

City owned facilities-

Downtown Library located at 239 North Spring Street

Tryon Branch located at 1200 Langley Avenue

Legion Field Neighborhood Resource Center at 1301 West Gregory Street

Third party owned facilities-

Westside Branch located at 1580 West Cervantes Street

West Florida Genealogy Library located at 5740 North 9th Avenue

County owned facilities-

Southwest Branch located at 12248 Gulf Beach Highway

Century Branch located at 7991 North Century Boulevard

Molino Branch located at 6450 Highway 95-A North

Additional branches may be included as part of the Library System at the County's discretion. Any discontinuance in the operation and funding of any of the library system's facilities or consolidation of library system assets into remaining library system facilities must be approved by the West Florida Public Library Board of Governance.

The County shall assume the operation of the Westside Branch facility located at 1580 West Cervantes Street and the West Florida Genealogy Branch facility located at 5740 North 9th Avenue contingent upon the City maintaining suitable lease agreements with the respective third party property owners. The lease fees shall be reimbursed by the County from the MSTU.

4.8 Information Technology. Effective October 1, 2013, the County shall be responsible for information distribution technologies for all Library System facilities, including, but not limited to, support and management of computer hardware, software, electronics, semiconductors, internet, telecom equipment, and other network components.

4.9 Capital Improvements. The County shall not be responsible for capital improvements for City owned Library System facilities.

For the purpose of this Agreement, "Capital Improvements" shall mean all equipment, machinery, appurtenances, improvements, alterations, systems, including but not limited to, plumbing, electrical, wiring and conduits, heating and air conditioning systems, and items of identical or similar nature and character, having a purchase price of greater than five thousand dollars (\$5,000.00), and a life expectancy of greater than five (5) years.

4.10 Facilities Maintenance. Effective October 1, 2013, except as otherwise noted herein, the County shall be responsible for general maintenance for all Library System facilities, including, but not limited to, custodial maintenance, equipment

maintenance, security and security systems, digital direct control monitoring and life safety services inspection, pest control, chemical treatment, waste disposal, and grounds keeping.

For the purpose of this Agreement, "General Maintenance" shall mean the repair and replacement of parts, servicing, adjustment and rehabilitation of parts and components associated with the routine upkeep and cleaning of Library System facilities which is reasonably necessary to maintain a high level of service and which is aesthetically pleasing and consistent with prudent industrial practice, product specifications and design, manufacturer's recommendations, and promotion activities. The provision of general maintenance shall not include any capital improvements.

The City shall be responsible for providing grounds keeping at the Tryon Branch located at 1200 Langley Avenue for which County shall reimburse the City for related costs on a monthly basis in an amount not to exceed \$850.00 per month.

4.11 Accounting.

The County shall keep a separate accounting of MSTU funds and keep records and accounts of its financial affairs relating to the operation and management of the Library System which shall be available for examination by the City. Upon request, the County shall produce all documents required by such auditors detailing the expenditure of MSTU monies; and furnish, if issued, and requested by the City, a copy of any audit report of the Library System prepared by an independent certified public accountant licensed and in good standing in the State of Florida or such other financial examination report as may be issued.

4.12 Insurance.

During the term of this Agreement, the County shall be responsible for maintaining liability insurance coverage for the defense and satisfaction of claims for all Library System facilities as it relates to liability incurred in connection with, or arising out of, any negligence due to an occurrence caused by County, its officials, employees, authorized agents, and authorized representatives with regard to the performance of this agreement. The County is a qualified self-insurer pursuant to Florida Statutes for general liability and has established a self-insurance fund in lieu of purchasing liability insurance. Said self-insurance fund shall provide liability coverage, to the extent permitted by law, for claims arising out of such negligence up to the limits of sovereign immunity as provided for by Florida Statutes applicable to the County. The County shall also be responsible for the defense and satisfaction of all claims under federal or state laws which are not limited by Florida sovereign immunity.

For all City owned Library branch facilities, the City shall procure and maintain property insurance (which may be self-insured at the sole discretion of the City) with extended coverage for the full replacement value of all buildings, permanent improvements and fixtures.

In the case of fire, casualty or natural disaster, the City agrees to be responsible for the repair or replacement of such buildings, permanent improvements and fixtures not to exceed the extent of applicable insurance proceeds plus the deductible amount.

In the event that the City owned Library Branch facilities shall be damaged by fire, casualty or natural disaster and such damage renders the building totally destroyed or substantially untenable, the City reserves the right in its sole discretion to repair the building or terminate the executed building lease. For the purposes of this paragraph the term "totally destroyed" shall mean that the total aggregate cost to repair or replace the damage to the building exceeds fifty percent (50%) of the "actual cash value" of the building at the time of the casualty event.

For all City owned and leased Library Branch facilities and the Main Library located within the city limits, the County shall procure and maintain property insurance with extended coverage for the full replacement value of all personal property, including all library materials. The County agrees to be responsible for the repair or replacement of all personal property, including library materials, necessitated as a result of a disaster.

Section 5. The West Florida Public Library Board of Governance.

The West Florida Public Library Board of Governance (hereinafter "Board of Governance") shall establish policy of the West Florida Public Library System and make recommendations to the Escambia County Board of County Commissioners regarding the annual budget.

Section 6. Termination.

This Agreement may be terminated by any party at any time and for any reason no later than March 31st effective for the subsequent Fiscal Year; provided, however, that termination shall not affect the reimbursement of any costs then owing to the County by the City, or which subsequently are owed to the County by the City or owed to the City by the County as a result of enforcement actions concluded following the effective date of termination.

Section 7. Liability.

- (a) The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The City of Pensacola, as a local governmental body of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused

by said acts or omissions. Escambia County, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which results in claims or suits against the City and agrees to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or the County and nothing herein shall be construed as consent by the City or the County to be sued by third parties in any matter arising out of this Agreement.

- (b) Each party is responsible for maintaining, in a form acceptable to the parties, all necessary records of personnel and equipment used under this Agreement for a period of five (5) years and each party's records shall be subject to audit after reasonable notice.

Section 8. Records.

The parties acknowledge 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, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

Section 9. Assignment.

The Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party.

Section 10. Headings.

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

Section 11. Survival.

All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

Section 12. Interpretation.

- (a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.
- (b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

Section 13. Severability.

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

Section 14. Further Documents.

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

Section 15. Notices.

All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

County

County Administrator
Escambia County
Post Office Box 1591
Pensacola, Florida 32591

City

City Administrator
City of Pensacola
Post Office Box 12910
Pensacola, FL 32521

Section 16. Prior Agreements Superseded.

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained

herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 17. Governing Law.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

Section 18. No Waiver.

The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 19. Effective Date.

This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement from the City of Pensacola.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman and the City of Pensacola, signing by and through its Mayor.

COUNTY:

Approved as to form and legal
sufficiency.

By/Title: Kristen Hall

Date: 6/28/13

Escambia County, Florida Board of County Commissioners, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: _____
Gene M. Valentino, Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

THE CITY OF PENSACOLA,
A FLORIDA MUNICIPAL CORPORATION

By: _____
Ashton J. Hayward III, Mayor

ATTEST:

By: _____
City Clerk

(Seal)

Legal in form and valid as drawn:

James M. Messer, City Attorney



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4611

County Attorney's Report 19. 2.

BCC Regular Meeting

Discussion

Meeting Date: 07/11/2013

Issue: Public-Private Partnership HB 85

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Public-Private Partnership HB 85 Task Force Appointee

That the Board consider authorizing the Chairman to sign a letter of support asking the Governor to appoint Nassau County Commissioner Barry Holloway as the task force appointee. The bill provides for one county government official to be on the task force.

BACKGROUND:

During the 2013 session, the Legislature passed HB 85 which clarifies the extent of public-private partnerships allowed by local governments and procedures associated with them. The bill provides for the Governor to appoint a task force that will review issues associated with the bill, with one of the members being a county government official. Nassau County Attorney David Hallman asked that the Escambia County Board of County Commissioners consider sending a letter to the Governor to support the appointment of Nassau County Commissioner Barry Holloway to the task force. Not all local governments were supportive of HB 85 and some opposed passage. Nassau County was a vocal proponent of the bill and has an interest in having representation on the task force, according to their County Attorney.

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

HB 85



ENROLLED

CS/CS/HB 85, Engrossed 3

2013 Legislature

1
2 An act relating to public-private partnerships;
3 amending s. 255.60, F.S.; authorizing certain public
4 entities to contract for public service works with
5 not-for-profit organizations; revising eligibility and
6 contract requirements for not-for-profit organizations
7 contracting with certain public entities; creating s.
8 287.05712, F.S.; providing definitions; providing
9 legislative findings and intent relating to the
10 construction or improvement by private entities of
11 facilities used predominantly for a public purpose;
12 creating a task force to establish specified
13 guidelines; providing procurement procedures;
14 providing requirements for project approval; providing
15 project qualifications and process; providing for
16 notice to affected local jurisdictions; providing for
17 interim and comprehensive agreements between a public
18 and a private entity; providing for use fees;
19 providing for financing sources for certain projects
20 by a private entity; providing powers and duties of
21 private entities; providing for expiration or
22 termination of agreements; providing for the
23 applicability of sovereign immunity for public
24 entities with respect to qualified projects; providing
25 for construction of the act; creating s. 336.71, F.S.;
26 authorizing counties to enter into public-private
27 partnership agreements to construct, extend, or
28 improve county roads; providing requirements and



ENROLLED

CS/CS/HB 85, Engrossed 3

2013 Legislature

limitations for such agreements; providing procurement procedures; requiring a fee for certain proposals; amending s. 348.754, F.S.; revising the limit on terms for leases that the Orlando-Orange County Expressway Authority may enter; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 255.60, Florida Statutes, is amended to read:

255.60 Special contracts with charitable or not-for-profit youth organizations.—The state, ~~or~~ the governing body of any political subdivision of the state, or a public-private partnership is authorized, but not required, to contract for public service work with a not-for-profit organization or charitable youth organization ~~such as highway and park maintenance~~, notwithstanding competitive sealed bid procedures required under this chapter, ~~or~~ chapter 287, or any municipal or county charter, upon compliance with this section.

(1) The contractor or supplier must meet the following conditions:

(a) The contractor or supplier must be a not-for-profit corporation incorporated under chapter 617 and in good standing.

(b) The contractor or supplier must hold exempt status under s. 501(a) of the Internal Revenue Code, as an organization described in s. 501(c)(3) of the Internal Revenue Code.

(c) For youth organizations, the corporate charter of the contractor or supplier must state that the corporation is



ENROLLED

CS/CS/HB 85, Engrossed 3

2013 Legislature

57 | organized as a charitable not-for-profit ~~youth~~ organization
58 | exclusively for at-risk youths enrolled in a work-study program.

59 | (d) Administrative salaries and benefits for any such
60 | corporation shall not exceed 15 percent of gross revenues. Field
61 | supervisors shall not be considered administrative overhead.

62 | (2) The contract, if approved by authorized agency
63 | personnel of the state, or the governing body of a political
64 | subdivision, or the public-private partnership, as appropriate,
65 | must provide at a minimum that:

66 | (a) For youth organizations, labor shall be performed
67 | exclusively by at-risk youth and their direct supervisors; and
68 | shall not be subject to subcontracting.

69 | (b) For the preservation, maintenance, and improvement of
70 | park land, the property must be at least 20 acres with
71 | contiguous public facilities that are capable of seating at
72 | least 5,000 people in a permanent structure.

73 | (c) For public education buildings, the building must be
74 | at least 90,000 square feet.

75 | ~~(d)(b)~~ Payment must be production-based.

76 | ~~(e)(c)~~ The contract will terminate should the contractor
77 | or supplier no longer qualify under subsection (1).

78 | ~~(f)(d)~~ The supplier or contractor has instituted a drug-
79 | free workplace program substantially in compliance with the
80 | provisions of s. 287.087.

81 | ~~(g)(e)~~ The contractor or supplier agrees to be subject to
82 | review and audit at the discretion of the Auditor General in
83 | order to ensure that the contractor or supplier has complied
84 | with this section.



ENROLLED

CS/CS/HB 85, Engrossed 3

2013 Legislature

85 (3) A ~~No~~ contract under this section may not exceed the
86 annual sum of \$250,000.

87 (4) Should a court find that a contract purporting to have
88 been entered into pursuant to this section does not so qualify,
89 the court may order that the contract be terminated on
90 reasonable notice to the parties. The court shall not require
91 disgorgement of any moneys earned for goods or services actually
92 delivered or supplied.

93 (5) Nothing in this section shall excuse any person from
94 compliance with ss. 287.132-287.134.

95 Section 2. Section 287.05712, Florida Statutes, is created
96 to read:

97 287.05712 Public-private partnerships.-

98 (1) DEFINITIONS.-As used in this section, the term:

99 (a) "Affected local jurisdiction" means a county,
100 municipality, or special district in which all or a portion of a
101 qualifying project is located.

102 (b) "Develop" means to plan, design, finance, lease,
103 acquire, install, construct, or expand.

104 (c) "Fees" means charges imposed by the private entity of
105 a qualifying project for use of all or a portion of such
106 qualifying project pursuant to a comprehensive agreement.

107 (d) "Lease payment" means any form of payment, including a
108 land lease, by a public entity to the private entity of a
109 qualifying project for the use of the project.

110 (e) "Material default" means a nonperformance of its
111 duties by the private entity of a qualifying project which
112 jeopardizes adequate service to the public from the project.



ENROLLED

CS/CS/HB 85, Engrossed 3

2013 Legislature

113 (f) "Operate" means to finance, maintain, improve, equip,
114 modify, or repair.

115 (g) "Private entity" means any natural person,
116 corporation, general partnership, limited liability company,
117 limited partnership, joint venture, business trust, public-
118 benefit corporation, nonprofit entity, or other private business
119 entity.

120 (h) "Proposal" means a plan for a qualifying project with
121 detail beyond a conceptual level for which terms such as fixing
122 costs, payment schedules, financing, deliverables, and project
123 schedule are defined.

124 (i) "Qualifying project" means:

125 1. A facility or project that serves a public purpose,
126 including, but not limited to, any ferry or mass transit
127 facility, vehicle parking facility, airport or seaport facility,
128 rail facility or project, fuel supply facility, oil or gas
129 pipeline, medical or nursing care facility, recreational
130 facility, sporting or cultural facility, or educational facility
131 or other building or facility that is used or will be used by a
132 public educational institution, or any other public facility or
133 infrastructure that is used or will be used by the public at
134 large or in support of an accepted public purpose or activity;

135 2. An improvement, including equipment, of a building that
136 will be principally used by a public entity or the public at
137 large or that supports a service delivery system in the public
138 sector;

139 3. A water, wastewater, or surface water management
140 facility or other related infrastructure; or



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141 4. Notwithstanding any provision of this section, for
142 projects that involve a facility owned or operated by the
143 governing board of a county, district, or municipal hospital or
144 health care system, or projects that involve a facility owned or
145 operated by a municipal electric utility, only those projects
146 that the governing board designates as qualifying projects
147 pursuant to this section.

148 (j) "Responsible public entity" means a county,
149 municipality, school board, or any other political subdivision
150 of the state; a public body corporate and politic; or a regional
151 entity that serves a public purpose and is authorized to develop
152 or operate a qualifying project.

153 (k) "Revenues" means the income, earnings, user fees,
154 lease payments, or other service payments relating to the
155 development or operation of a qualifying project, including, but
156 not limited to, money received as grants or otherwise from the
157 Federal Government, a public entity, or an agency or
158 instrumentality thereof in aid of the qualifying project.

159 (l) "Service contract" means a contract between a public
160 entity and the private entity which defines the terms of the
161 services to be provided with respect to a qualifying project.

162 (2) LEGISLATIVE FINDINGS AND INTENT.—The Legislature finds
163 that there is a public need for the construction or upgrade of
164 facilities that are used predominantly for public purposes and
165 that it is in the public's interest to provide for the
166 construction or upgrade of such facilities.

167 (a) The Legislature also finds that:



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168 1. There is a public need for timely and cost-effective
169 acquisition, design, construction, improvement, renovation,
170 expansion, equipping, maintenance, operation, implementation, or
171 installation of projects serving a public purpose, including
172 educational facilities, transportation facilities, water or
173 wastewater management facilities and infrastructure, technology
174 infrastructure, roads, highways, bridges, and other public
175 infrastructure and government facilities within the state which
176 serve a public need and purpose, and that such public need may
177 not be wholly satisfied by existing procurement methods.

178 2. There are inadequate resources to develop new
179 educational facilities, transportation facilities, water or
180 wastewater management facilities and infrastructure, technology
181 infrastructure, roads, highways, bridges, and other public
182 infrastructure and government facilities for the benefit of
183 residents of this state, and that a public-private partnership
184 has demonstrated that it can meet the needs by improving the
185 schedule for delivery, lowering the cost, and providing other
186 benefits to the public.

187 3. There may be state and federal tax incentives that
188 promote partnerships between public and private entities to
189 develop and operate qualifying projects.

190 4. A procurement under this section serves the public
191 purpose of this section if such procurement facilitates the
192 timely development or operation of a qualifying project.

193 (b) It is the intent of the Legislature to encourage
194 investment in the state by private entities; to facilitate
195 various bond financing mechanisms, private capital, and other



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196 funding sources for the development and operation of qualifying
 197 projects, including expansion and acceleration of such financing
 198 to meet the public need; and to provide the greatest possible
 199 flexibility to public and private entities contracting for the
 200 provision of public services.

201 (3) PUBLIC-PRIVATE PARTNERSHIP GUIDELINES TASK FORCE.-

202 (a) There is created the Partnership for Public Facilities
 203 and Infrastructure Act Guidelines Task Force for the purpose of
 204 recommending guidelines for the Legislature to consider for
 205 purposes of creating a uniform process for establishing public-
 206 private partnerships, including the types of factors responsible
 207 public entities should review and consider when processing
 208 requests for public-private partnership projects pursuant to
 209 this section.

210 (b) The task force shall be composed of seven members, as
 211 follows:

212 1. The Secretary of Management Services or his or her
 213 designee, who shall serve as chair of the task force.

214 2. Six members appointed by the Governor, as follows:

215 a. One county government official.

216 b. One municipal government official.

217 c. One district school board member.

218 d. Three representatives of the business community.

219 (c) Task force members must be appointed by July 31, 2013.

220 By August 31, 2013, the task force shall meet to establish
 221 procedures for the conduct of its business and to elect a vice
 222 chair. The task force shall meet at the call of the chair. A
 223 majority of the members of the task force constitutes a quorum,



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224 and a quorum is necessary for the purpose of voting on any
225 action or recommendation of the task force. All meetings shall
226 be held in Tallahassee, unless otherwise decided by the task
227 force, and then no more than two such meetings may be held in
228 other locations for the purpose of taking public testimony.
229 Administrative and technical support shall be provided by the
230 department. Task force members shall serve without compensation
231 and are not entitled to reimbursement for per diem or travel
232 expenses.

233 (d) In reviewing public-private partnerships and
234 developing recommendations, the task force must consider:

235 1. Opportunities for competition through public notice and
236 the availability of representatives of the responsible public
237 entity to meet with private entities considering a proposal.

238 2. Reasonable criteria for choosing among competing
239 proposals.

240 3. Suggested timelines for selecting proposals and
241 negotiating an interim or comprehensive agreement.

242 4. If an accelerated selection and review and
243 documentation timelines should be considered for proposals
244 involving a qualifying project that the responsible public
245 entity deems a priority.

246 5. Procedures for financial review and analysis which, at
247 a minimum, include a cost-benefit analysis, an assessment of
248 opportunity cost, and consideration of the results of all
249 studies and analyses related to the proposed qualifying project.



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250 6. The adequacy of the information released when seeking
251 competing proposals and providing for the enhancement of that
252 information, if deemed necessary, to encourage competition.

253 7. Current exemptions from public records and public
254 meetings requirements, if any changes to those exemptions are
255 necessary, or if any new exemptions should be created in order
256 to maintain the confidentiality of financial and proprietary
257 information received as part of an unsolicited proposal.

258 8. Recommendations regarding the authority of the
259 responsible public entity to engage the services of qualified
260 professionals, which may include a Florida-registered
261 professional or a certified public accountant, not otherwise
262 employed by the responsible public entity, to provide an
263 independent analysis regarding the specifics, advantages,
264 disadvantages, and long-term and short-term costs of a request
265 by a private entity for approval of a qualifying project, unless
266 the governing body of the public entity determines that such
267 analysis should be performed by employees of the public entity.

268 (e) The task force must submit a final report of its
269 recommendations to the Governor, the President of the Senate,
270 and the Speaker of the House of Representatives by July 1, 2014.

271 (f) The task force is terminated December 31, 2014. The
272 establishment of guidelines pursuant to this section or the
273 adoption of such guidelines by a responsible public entity is
274 not required for such entity to request or receive proposals for
275 a qualifying project or to enter into a comprehensive agreement
276 for a qualifying project. A responsible public entity may adopt



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277 guidelines so long as such guidelines are not inconsistent with
278 this section.

279 (4) PROCUREMENT PROCEDURES.—A responsible public entity
280 may receive unsolicited proposals or may solicit proposals for
281 qualifying projects and may thereafter enter into an agreement
282 with a private entity, or a consortium of private entities, for
283 the building, upgrading, operating, ownership, or financing of
284 facilities.

285 (a) The responsible public entity may establish a
286 reasonable application fee for the submission of an unsolicited
287 proposal under this section. The fee must be sufficient to pay
288 the costs of evaluating the proposal. The responsible public
289 entity may engage the services of a private consultant to assist
290 in the evaluation.

291 (b) The responsible public entity may request a proposal
292 from private entities for a public-private project or, if the
293 public entity receives an unsolicited proposal for a public-
294 private project and the public entity intends to enter into a
295 comprehensive agreement for the project described in such
296 unsolicited proposal, the public entity shall publish notice in
297 the Florida Administrative Register and a newspaper of general
298 circulation at least once a week for 2 weeks stating that the
299 public entity has received a proposal and will accept other
300 proposals for the same project. The timeframe within which the
301 public entity may accept other proposals shall be determined by
302 the public entity on a project-by-project basis based upon the
303 complexity of the project and the public benefit to be gained by
304 allowing a longer or shorter period of time within which other proposals



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305 may be received; however, the timeframe for allowing other proposals
306 must be at least 21 days, but no more than 120 days, after the
307 initial date of publication. A copy of the notice must be mailed
308 to each local government in the affected area.

309 (c) A responsible public entity that is a school board may
310 enter into a comprehensive agreement only with the approval of
311 the local governing body.

312 (d) Before approval, the responsible public entity must
313 determine that the proposed project:

- 314 1. Is in the public's best interest.
- 315 2. Is for a facility that is owned by the responsible
316 public entity or for a facility for which ownership will be
317 conveyed to the responsible public entity.
- 318 3. Has adequate safeguards in place to ensure that
319 additional costs or service disruptions are not imposed on the
320 public in the event of material default or cancellation of the
321 agreement by the responsible public entity.
- 322 4. Has adequate safeguards in place to ensure that the
323 responsible public entity or private entity has the opportunity
324 to add capacity to the proposed project or other facilities
325 serving similar predominantly public purposes.
- 326 5. Will be owned by the responsible public entity upon
327 completion or termination of the agreement and upon payment of
328 the amounts financed.

329 (e) Before signing a comprehensive agreement, the
330 responsible public entity must consider a reasonable finance
331 plan that is consistent with subsection (11); the project cost;
332 revenues by source; available financing; major assumptions;



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333 internal rate of return on private investments, if governmental
334 funds are assumed in order to deliver a cost-feasible project;
335 and a total cash-flow analysis beginning with the implementation
336 of the project and extending for the term of the agreement.

337 (f) In considering an unsolicited proposal, the
338 responsible public entity may require from the private entity a
339 technical study prepared by a nationally recognized expert with
340 experience in preparing analysis for bond rating agencies. In
341 evaluating the technical study, the responsible public entity
342 may rely upon internal staff reports prepared by personnel
343 familiar with the operation of similar facilities or the advice
344 of external advisors or consultants who have relevant
345 experience.

346 (5) PROJECT APPROVAL REQUIREMENTS.—An unsolicited proposal
347 from a private entity for approval of a qualifying project must
348 be accompanied by the following material and information, unless
349 waived by the responsible public entity:

350 (a) A description of the qualifying project, including the
351 conceptual design of the facilities or a conceptual plan for the
352 provision of services, and a schedule for the initiation and
353 completion of the qualifying project.

354 (b) A description of the method by which the private
355 entity proposes to secure the necessary property interests that
356 are required for the qualifying project.

357 (c) A description of the private entity's general plans
358 for financing the qualifying project, including the sources of
359 the private entity's funds and the identity of any dedicated



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360 revenue source or proposed debt or equity investment on behalf
361 of the private entity.

362 (d) The name and address of a person who may be contacted
363 for additional information concerning the proposal.

364 (e) The proposed user fees, lease payments, or other
365 service payments over the term of a comprehensive agreement, and
366 the methodology for and circumstances that would allow changes
367 to the user fees, lease payments, and other service payments
368 over time.

369 (f) Additional material or information that the
370 responsible public entity reasonably requests.

371 (6) PROJECT QUALIFICATION AND PROCESS.—

372 (a) The private entity must meet the minimum standards
373 contained in the responsible public entity's guidelines for
374 qualifying professional services and contracts for traditional
375 procurement projects.

376 (b) The responsible public entity must:

377 1. Ensure that provision is made for the private entity's
378 performance and payment of subcontractors, including, but not
379 limited to, surety bonds, letters of credit, parent company
380 guarantees, and lender and equity partner guarantees. For the
381 components of the qualifying project which involve construction
382 performance and payment, bonds are required and are subject to
383 the recordation, notice, suit limitation, and other requirements
384 of s. 255.05.

385 2. Ensure the most efficient pricing of the security
386 package that provides for the performance and payment of
387 subcontractors.



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388 3. Ensure that provision is made for the transfer of the
389 private entity's obligations if the comprehensive agreement is
390 terminated or a material default occurs.

391 (c) After the public notification period has expired in
392 the case of an unsolicited proposal, the responsible public
393 entity shall rank the proposals received in order of preference.
394 In ranking the proposals, the responsible public entity may
395 consider factors that include, but are not limited to,
396 professional qualifications, general business terms, innovative
397 design techniques or cost-reduction terms, and finance plans.
398 The responsible public entity may then begin negotiations for a
399 comprehensive agreement with the highest-ranked firm. If the
400 responsible public entity is not satisfied with the results of
401 the negotiations, the responsible public entity may terminate
402 negotiations with the proposer and negotiate with the second-
403 ranked or subsequent-ranked firms, in the order consistent with
404 this procedure. If only one proposal is received, the
405 responsible public entity may negotiate in good faith, and if
406 the public entity is not satisfied with the results of the
407 negotiations, the public entity may terminate negotiations with
408 the proposer. Notwithstanding this paragraph, the responsible
409 public entity may reject all proposals at any point in the
410 process until a contract with the proposer is executed.

411 (d) The responsible public entity shall perform an
412 independent analysis of the proposed public-private partnership
413 which demonstrates the cost-effectiveness and overall public
414 benefit before the procurement process is initiated or before
415 the contract is awarded.



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416 (e) The responsible public entity may approve the
417 development or operation of an educational facility, a
418 transportation facility, a water or wastewater management
419 facility or related infrastructure, a technology infrastructure
420 or other public infrastructure, or a government facility needed
421 by the responsible public entity as a qualifying project, or the
422 design or equipping of a qualifying project that is developed or
423 operated, if:

424 1. There is a public need for or benefit derived from a
425 project of the type that the private entity proposes as the
426 qualifying project.

427 2. The estimated cost of the qualifying project is
428 reasonable in relation to similar facilities.

429 3. The private entity's plans will result in the timely
430 acquisition, design, construction, improvement, renovation,
431 expansion, equipping, maintenance, or operation of the
432 qualifying project.

433 (f) The responsible public entity may charge a reasonable
434 fee to cover the costs of processing, reviewing, and evaluating
435 the request, including, but not limited to, reasonable attorney
436 fees and fees for financial and technical advisors or
437 consultants and for other necessary advisors or consultants.

438 (g) Upon approval of a qualifying project, the responsible
439 public entity shall establish a date for the commencement of
440 activities related to the qualifying project. The responsible
441 public entity may extend the commencement date.



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(h) Approval of a qualifying project by the responsible public entity is subject to entering into a comprehensive agreement with the private entity.

(7) NOTICE TO AFFECTED LOCAL JURISDICTIONS.-

(a) The responsible public entity must notify each affected local jurisdiction by furnishing a copy of the proposal to each affected local jurisdiction when considering a proposal for a qualifying project.

(b) Each affected local jurisdiction that is not a responsible public entity for the respective qualifying project may, within 60 days after receiving the notice, submit in writing any comments to the responsible public entity and indicate whether the facility is incompatible with the local comprehensive plan, the local infrastructure development plan, the capital improvements budget, any development of regional impact processes or timelines, or other governmental spending plan. The responsible public entity shall consider the comments of the affected local jurisdiction before entering into a comprehensive agreement with a private entity. If an affected local jurisdiction fails to respond to the responsible public entity within the time provided in this paragraph, the nonresponse is deemed an acknowledgement by the affected local jurisdiction that the qualifying project is compatible with the local comprehensive plan, the local infrastructure development plan, the capital improvements budget, or other governmental spending plan.

(8) INTERIM AGREEMENT.-Before or in connection with the negotiation of a comprehensive agreement, the public entity may



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470 enter into an interim agreement with the private entity
471 proposing the development or operation of the qualifying
472 project. An interim agreement does not obligate the responsible
473 public entity to enter into a comprehensive agreement. The
474 interim agreement is discretionary with the parties and is not
475 required on a qualifying project for which the parties may
476 proceed directly to a comprehensive agreement without the need
477 for an interim agreement. An interim agreement must be limited
478 to provisions that:

479 (a) Authorize the private entity to commence activities
480 for which it may be compensated related to the proposed
481 qualifying project, including, but not limited to, project
482 planning and development, design, environmental analysis and
483 mitigation, survey, other activities concerning any part of the
484 proposed qualifying project, and ascertaining the availability
485 of financing for the proposed facility or facilities.

486 (b) Establish the process and timing of the negotiation of
487 the comprehensive agreement.

488 (c) Contain such other provisions related to an aspect of
489 the development or operation of a qualifying project that the
490 responsible public entity and the private entity deem
491 appropriate.

492 (9) COMPREHENSIVE AGREEMENT.—

493 (a) Before developing or operating the qualifying project,
494 the private entity must enter into a comprehensive agreement
495 with the responsible public entity. The comprehensive agreement
496 must provide for:



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497 1. Delivery of performance and payment bonds, letters of
498 credit, or other security acceptable to the responsible public
499 entity in connection with the development or operation of the
500 qualifying project in the form and amount satisfactory to the
501 responsible public entity. For the components of the qualifying
502 project which involve construction, the form and amount of the
503 bonds must comply with s. 255.05.

504 2. Review of the design for the qualifying project by the
505 responsible public entity and, if the design conforms to
506 standards acceptable to the responsible public entity, the
507 approval of the responsible public entity. This subparagraph
508 does not require the private entity to complete the design of
509 the qualifying project before the execution of the comprehensive
510 agreement.

511 3. Inspection of the qualifying project by the responsible
512 public entity to ensure that the private entity's activities are
513 acceptable to the public entity in accordance with the
514 comprehensive agreement.

515 4. Maintenance of a policy of public liability insurance,
516 a copy of which must be filed with the responsible public entity
517 and accompanied by proofs of coverage, or self-insurance, each
518 in the form and amount satisfactory to the responsible public
519 entity and reasonably sufficient to ensure coverage of tort
520 liability to the public and employees and to enable the
521 continued operation of the qualifying project.

522 5. Monitoring by the responsible public entity of the
523 maintenance practices to be performed by the private entity to
524 ensure that the qualifying project is properly maintained.



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525 6. Periodic filing by the private entity of the
526 appropriate financial statements that pertain to the qualifying
527 project.

528 7. Procedures that govern the rights and responsibilities
529 of the responsible public entity and the private entity in the
530 course of the construction and operation of the qualifying
531 project and in the event of the termination of the comprehensive
532 agreement or a material default by the private entity. The
533 procedures must include conditions that govern the assumption of
534 the duties and responsibilities of the private entity by an
535 entity that funded, in whole or part, the qualifying project or
536 by the responsible public entity, and must provide for the
537 transfer or purchase of property or other interests of the
538 private entity by the responsible public entity.

539 8. Fees, lease payments, or service payments. In
540 negotiating user fees, the fees must be the same for persons
541 using the facility under like conditions and must not materially
542 discourage use of the qualifying project. The execution of the
543 comprehensive agreement or a subsequent amendment is conclusive
544 evidence that the fees, lease payments, or service payments
545 provided for in the comprehensive agreement comply with this
546 section. Fees or lease payments established in the comprehensive
547 agreement as a source of revenue may be in addition to, or in
548 lieu of, service payments.

549 9. Duties of the private entity, including the terms and
550 conditions that the responsible public entity determines serve
551 the public purpose of this section.

552 (b) The comprehensive agreement may include:



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553 1. An agreement by the responsible public entity to make
554 grants or loans to the private entity from amounts received from
555 the federal, state, or local government or an agency or
556 instrumentality thereof.

557 2. A provision under which each entity agrees to provide
558 notice of default and cure rights for the benefit of the other
559 entity, including, but not limited to, a provision regarding
560 unavoidable delays.

561 3. A provision that terminates the authority and duties of
562 the private entity under this section and dedicates the
563 qualifying project to the responsible public entity or, if the
564 qualifying project was initially dedicated by an affected local
565 jurisdiction, to the affected local jurisdiction for public use.

566 (10) FEES.—An agreement entered into pursuant to this
567 section may authorize the private entity to impose fees to
568 members of the public for the use of the facility. The following
569 provisions apply to the agreement:

570 (a) The responsible public entity may develop new
571 facilities or increase capacity in existing facilities through
572 agreements with public-private partnerships.

573 (b) The public-private partnership agreement must ensure
574 that the facility is properly operated, maintained, or improved
575 in accordance with standards set forth in the comprehensive
576 agreement.

577 (c) The responsible public entity may lease existing fee-
578 for-use facilities through a public-private partnership
579 agreement.



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580 (d) Any revenues must be regulated by the responsible
581 public entity pursuant to the comprehensive agreement.

582 (e) A negotiated portion of revenues from fee-generating
583 uses must be returned to the public entity over the life of the
584 agreement.

585 (11) FINANCING.—

586 (a) A private entity may enter into a private-source
587 financing agreement between financing sources and the private
588 entity. A financing agreement and any liens on the property or
589 facility must be paid in full at the applicable closing that
590 transfers ownership or operation of the facility to the
591 responsible public entity at the conclusion of the term of the
592 comprehensive agreement.

593 (b) The responsible public entity may lend funds to
594 private entities that construct projects containing facilities
595 that are approved under this section.

596 (c) The responsible public entity may use innovative
597 finance techniques associated with a public-private partnership
598 under this section, including, but not limited to, federal loans
599 as provided in Titles 23 and 49 C.F.R., commercial bank loans,
600 and hedges against inflation from commercial banks or other
601 private sources. In addition, the responsible public entity may
602 provide its own capital or operating budget to support a
603 qualifying project. The budget may be from any legally
604 permissible funding sources of the responsible public entity,
605 including the proceeds of debt issuances. A responsible public
606 entity may use the model financing agreement provided in s.
607 489.145(6) for its financing of a facility owned by a



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608 responsible public entity. A financing agreement may not require
609 the responsible public entity to indemnify the financing source,
610 subject the responsible public entity's facility to liens in
611 violation of s. 11.066(5), or secure financing by the
612 responsible public entity with a pledge of security interest,
613 and any such provision is void.

614 (d) A responsible public entity shall appropriate on a
615 priority basis as required by the comprehensive agreement a
616 contractual payment obligation, annual or otherwise, from the
617 enterprise or other government fund from which the qualifying
618 projects will be funded. This required payment obligation must
619 be appropriated before other noncontractual obligations payable
620 from the same enterprise or other government fund.

621 (12) POWERS AND DUTIES OF THE PRIVATE ENTITY.—

622 (a) The private entity shall:

623 1. Develop or operate the qualifying project in a manner
624 that is acceptable to the responsible public entity in
625 accordance with the provisions of the comprehensive agreement.

626 2. Maintain, or provide by contract for the maintenance or
627 improvement of, the qualifying project if required by the
628 comprehensive agreement.

629 3. Cooperate with the responsible public entity in making
630 best efforts to establish interconnection between the qualifying
631 project and any other facility or infrastructure as requested by
632 the responsible public entity in accordance with the provisions
633 of the comprehensive agreement.

634 4. Comply with the comprehensive agreement and any lease
635 or service contract.



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636 (b) Each private facility that is constructed pursuant to
 637 this section must comply with the requirements of federal,
 638 state, and local laws; state, regional, and local comprehensive
 639 plans; the responsible public entity's rules, procedures, and
 640 standards for facilities; and such other conditions that the
 641 responsible public entity determines to be in the public's best
 642 interest and that are included in the comprehensive agreement.

643 (c) The responsible public entity may provide services to
 644 the private entity. An agreement for maintenance and other
 645 services entered into pursuant to this section must provide for
 646 full reimbursement for services rendered for qualifying
 647 projects.

648 (d) A private entity of a qualifying project may provide
 649 additional services for the qualifying project to the public or
 650 to other private entities if the provision of additional
 651 services does not impair the private entity's ability to meet
 652 its commitments to the responsible public entity pursuant to the
 653 comprehensive agreement.

654 (13) EXPIRATION OR TERMINATION OF AGREEMENTS.—Upon the
 655 expiration or termination of a comprehensive agreement, the
 656 responsible public entity may use revenues from the qualifying
 657 project to pay current operation and maintenance costs of the
 658 qualifying project. If the private entity materially defaults
 659 under the comprehensive agreement, the compensation that is
 660 otherwise due to the private entity is payable to satisfy all
 661 financial obligations to investors and lenders on the qualifying
 662 project in the same way that is provided in the comprehensive
 663 agreement or any other agreement involving the qualifying



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664 | project, if the costs of operating and maintaining the
 665 | qualifying project are paid in the normal course. Revenues in
 666 | excess of the costs for operation and maintenance costs may be
 667 | paid to the investors and lenders to satisfy payment obligations
 668 | under their respective agreements. A responsible public entity
 669 | may terminate with cause and without prejudice a comprehensive
 670 | agreement and may exercise any other rights or remedies that may
 671 | be available to it in accordance with the provisions of the
 672 | comprehensive agreement. The full faith and credit of the
 673 | responsible public entity may not be pledged to secure the
 674 | financing of the private entity. The assumption of the
 675 | development or operation of the qualifying project does not
 676 | obligate the responsible public entity to pay any obligation of
 677 | the private entity from sources other than revenues from the
 678 | qualifying project unless stated otherwise in the comprehensive
 679 | agreement.

680 | (14) SOVEREIGN IMMUNITY.—This section does not waive the
 681 | sovereign immunity of a responsible public entity, an affected
 682 | local jurisdiction, or an officer or employee thereof with
 683 | respect to participation in, or approval of, any part of a
 684 | qualifying project or its operation, including, but not limited
 685 | to, interconnection of the qualifying project with any other
 686 | infrastructure or project. A county or municipality in which a
 687 | qualifying project is located possesses sovereign immunity with
 688 | respect to the project, including, but not limited to, its
 689 | design, construction, and operation.

690 | (15) CONSTRUCTION.—This section shall be liberally
 691 | construed to effectuate the purposes of this section. This



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692 section shall be construed as cumulative and supplemental to any
693 other authority or power vested in or exercised by the governing
694 board of a county, district, or municipal hospital or health
695 care system including those contained in acts of the Legislature
696 establishing such public hospital boards or s. 155.40. This
697 section does not affect any agreement or existing relationship
698 with a supporting organization involving such governing board or
699 system in effect as of January 1, 2013.

700 (a) This section does not limit a political subdivision of
701 the state in the acquisition, design, or construction of a
702 public project pursuant to other statutory authority.

703 (b) Except as otherwise provided in this section, this
704 section does not amend existing laws by granting additional
705 powers to, or further restricting, a local governmental entity
706 from regulating and entering into cooperative arrangements with
707 the private sector for the planning, construction, or operation
708 of a facility.

709 (c) This section does not waive any requirement of s.
710 287.055.

711 Section 3. Section 336.71, Florida Statutes, is created to
712 read:

713 336.71 Public-private cooperation in construction of
714 county roads.-

715 (1) If a county receives a proposal, solicited or
716 unsolicited, from a private entity seeking to construct, extend,
717 or improve a county road or portion thereof, the county may
718 enter into an agreement with the private entity for completion
719 of the road construction project, which agreement may provide



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720 for payment to the private entity, from public funds, if the
 721 county conducts a noticed public hearing and finds that the
 722 proposed county road construction project:
 723 (a) Is in the best interest of the public.
 724 (b) Would only use county funds for portions of the
 725 project that will be part of the county road system.
 726 (c) Would have adequate safeguards to ensure that
 727 additional costs or unreasonable service disruptions are not
 728 realized by the traveling public and citizens of the state.
 729 (d) Upon completion, would be a part of the county road
 730 system owned by the county.
 731 (e) Would result in a financial benefit to the public by
 732 completing the subject project at a cost to the public
 733 significantly lower than if the project were constructed by the
 734 county using the normal procurement process.
 735 (2) The notice for the public hearing provided for in
 736 subsection (1) must be published at least 14 days before the
 737 date of the public meeting at which the governing board takes
 738 final action. The notice must identify the project, the
 739 estimated cost of the project, and specify that the purpose for
 740 the public meeting is to consider whether it is in the public's
 741 best interest to accept the proposal and enter into an agreement
 742 pursuant thereto. The determination of cost savings pursuant to
 743 paragraph (1)(e) must be supported by a professional engineer's
 744 cost estimate made available to the public at least 14 days
 745 before the public meeting and placed in the record for that
 746 meeting.
 747 (3) If the process in subsection (1) is followed, the



ENROLLED

CS/CS/HB 85, Engrossed 3

2013 Legislature

748 | project and agreement are exempt from s. 255.20 pursuant to s.
749 | 255.20(1)(c)11.

750 | (4) Except as otherwise expressly provided in this
751 | section, this section does not affect existing law by granting
752 | additional powers to or imposing further restrictions on local
753 | government entities.

754 | Section 4. Paragraph (d) of subsection (2) of section
755 | 348.754, Florida Statutes, is amended to read:

756 | 348.754 Purposes and powers.—

757 | (2) The authority is hereby granted, and shall have and
758 | may exercise all powers necessary, appurtenant, convenient or
759 | incidental to the carrying out of the aforesaid purposes,
760 | including, but without being limited to, the following rights
761 | and powers:

762 | (d) To enter into and make leases for terms not exceeding
763 | 99 ~~40~~ years, as either lessee or lessor, in order to carry out
764 | the right to lease as set forth in this part.

765 | Section 5. This act shall take effect July 1, 2013.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4616

County Attorney's Report 19. 3.

BCC Regular Meeting

Discussion

Meeting Date: 07/11/2013

Issue: The Public Official Bond of Ernie Lee Magaha, former Clerk of the Circuit Court

From: Charles Peppler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Public Official Bond of Ernie Lee Magaha, former Clerk of the Circuit Court.

That the Board take the following action:

A. Authorize the County Attorney's Office to make a demand against the public official bond given by Fidelity & Deposit Company of Maryland as surety, with Ernie Lee Magaha as Clerk of the Circuit Court of Escambia County as principal, in the sum of \$50,000, and negotiate a settlement for that sum; and

B. Authorize the County Attorney's Office, should negotiations reach an impasse, to institute litigation against Ernie Lee Magaha, in his official capacity as the former Clerk of the Circuit Court and Comptroller, but not personally, and against Fidelity & Deposit Company of Maryland in a suit for damages for breach of the public official bond.

BACKGROUND:

Both the Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, and Ernie Lee Magaha, the former Clerk of the Circuit Court and Comptroller, were candidates for the office of Clerk of the Circuit Court as Republicans with the primary being held on August 14, 2012. The Supervisor of Elections certified that Ms. Childers had defeated Mr. Magaha and that she would be the Republican candidate in the general election to be held in November 2012. By law, Mr. Magaha's term would end on January 7, 2013, at midnight.

Prior to being sworn in as Clerk of the Circuit Court, Ms. Childers retained the firm of certified public accountants, Carr, Riggs & Ingram, LLC, to perform a forensic examination concerning a retroactive lump sum cost of living adjustment (COLA) which had been authorized by Mr. Magaha on September 21, 2012, and whether Mr. Magaha expended more than 1/12 of the Clerk's budget in a single month between October 1, 2012, and the expiration of his term of office on January 7, 2013. The Carr, Riggs forensic examination analyzed other financial issues which are not relevant to this recommendation.

Two statutes form the basis of this recommendation. The first is Section 215.425(3), Fla. Stat. (2011), in which a public employer may only award a bonus if it is based on work performance

standards which have been disseminated to all employees prior to the period upon which the bonus is based and the public employer considers all employees eligible for the bonus. Prior to July 1, 2011, this statute did not apply to the Clerks of the Circuit Court who were free to award extra compensation as long as it was made pursuant to a written policy of the Clerk. In contrast, a COLA is given by an employer at the beginning of the budget year, is applicable to all employees and is awarded to combat the effects of inflation during the course of the year. Contrary to the new statute, Mr. Magaha awarded a 3% retroactive lump sum COLA to employees who had more than six months length of service. Those employees who qualified were paid by direct deposit on September 28, 2012, in the total sum of \$225,512.80. It appears that no personnel action forms (PAFs) were generated for qualifying employees to show the nature of the compensation paid them.

The second statute at issue is Section 129.06(5), Fla. Stat. This statute provides, in pertinent part, that any constitutional officer whose budget is approved by a Board of County Commissioners and who has not been re-elected to office shall be prohibited from making any budget amendments, transferring funds between itemized appropriations or expending in a single month more than 1/12 of any itemized approved appropriation following October 1st unless approved by the Board of County Commissioners. Amy Lovoy, Director of the Management & Budget Services Department, reviewed Mr. Magaha's expenditures following October 1, 2012. She determined that Mr. Magaha exceeded the General Fund budgeted amount for the month of November 2012, by \$61,390.01. Ms. Lovoy considered only those employees of the Clerk who provide services to the County and did not evaluate the budgeted funds for those employees assigned to the "court" side of the Clerk's Office.

Based on the law and the facts, this office concludes that the total sum unlawfully expended by Mr. Magaha as Clerk of the Circuit Court, is \$286,902.81. The public official bond obtained by Mr. Magaha with Fidelity & Deposit Company would cover these violations of law to the maximum sum of \$50,000.00. This office does not recommend pursuing any personal liability against Mr. Magaha as it appears that the unlawful expenditures took place in the course and scope of his duties as Clerk of the Circuit Court and Comptroller. Although unlawful, Mr. Magaha's decisions do not appear to be the result of any malicious or bad faith conduct. This office recognizes Mr. Magaha's many years of service to the community and his stature as a well-respected public servant. This recommendation is made solely on the grounds that laws were in place which Mr. Magaha was bound to obey by his oath of office.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4609

County Attorney's Report 19. 1.

BCC Regular Meeting

Information

Meeting Date: 07/11/2013

Issue: Recognition of Assistant County Attorney Kristin D. Hual

From: Alison Rogers, County Attorney's Office

Organization: County Attorney's Office

FOR INFORMATION:

Recognition of Assistant County Attorney Kristin D. Hual

That the Board commend and congratulate Assistant County Attorney, Kristin D. Hual for receiving an award of appreciation from the Florida Association of County Attorneys for her service in the General Governmental Committee.

Ms. Hual has been with this office since August 2008. She has been presented an award by the Florida Association of County Attorneys twice.
